MIAMIBEACH

City Commission Meeting
City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
July 13, 2016

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

Presentations & Awards
PA - Presentations & Awards

Consent Agenda:
C2 - Competitive Bid Reports
C4 - Commission Committee Assignments
C6 - Commission Committee Reports
C7 - Resolutions

Regular Agenda:
R2 - Competitive Bid Reports
R5 - Ordinances
R7 - Resolutions
R9 - New Business & Commission Requests
R10 - City Attorney Reports

Reports & Informational Items

AGENDA

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

2. Inspirational Message and Pledge of Allegiance

3. Requests for Additions, Withdrawals, and Deferrals

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

CONSENT AGENDA

C2 - Competitive Bid Reports

C2A Request For Approval To Issue A Request For Qualifications (RFQ) No. 2016-157-KB For Architectural And Engineering Design Services For Iconic Crosswalk.
(Sponsored by Commissioner Ricky Arriola)
(Legislative Tracking: Procurement/Transportation)

C2B Request Approval To Issue Request For Proposal (RFP) No. 2016-148-ND For Standardization Of Variable Frequency Drives In The City's Pump Stations.
(Procurement/Public Works)
(Item to be Submitted in Supplemental)

C2C Request For Approval To Issue A Request For Proposals (RFP) No. 2016-166-KB For Design/Build Services For Right Of Way Infrastructure Improvement Program For Neighborhood No. 5: La Gorce Neighborhood.
(Procurement/Public Works)

C2D Request Approval To Exercise Term Renewal Options On Contracts For Routine Operational Requirements.
(Procurement)

C2E Request For Approval To Award A Contract Pursuant To Invitation To Bid (ITB) No. 2016-128-KB For Middle Beach Recreational Corridor (MBRC) Phase II - Section 1 (From 53rd Street To 64th Street).
(Procurement/Capital Improvement Projects)

C2F Request Approval To Issue Request For Qualifications (RFQ) 2016-152-WG For Real Estate Brokerage Services.
(Procurement/Tourism, Culture & Economic Development)

C2G Request For Approval To Issue A Request For Qualifications (RFQ) No. 2016-170-KB For Global Positioning System (GPS) Tree Inventory Services.
(Procurement/Environment & Sustainability)

C2H Request For Approval To Award A Contract Pursuant To Invitation To Bid (ITB) No. 2016-144-KB For Construction Services For Surface Lot (1A) P2- Penrods.
(Procurement/Capital Improvement Projects)

C4 - Commission Committee Assignments

C4A Referral To The Neighborhood/Community Affairs Committee - Discussion Regarding Partnership With Miami-Dade College And Miami-Dade County Public Schools For The Expansion Of Dual Enrollment Options To Nautilus Middle School And Miami Beach Senior High School.
(Organization Development Performance Initiatives)

C4B Referral To The Neighborhood/Community Affairs Committee - Discussion Regarding Potentially Renaming North Shore Open Space Park.
(Sponsored by Commissioner John Elizabeth Alemán)

C4C Referral To The Neighborhood/Community Affairs Committee - Discussion Regarding Creating An "Adopt-A Bench Program," Similar To The Central Park Model, Where Across The City People Can Buy And Name Benches As A Way To Finance The Beautification Of Parks And Other Extras.
(Sponsored by Commissioner Kristen Rosen Gonzalez)

C4D Referral To The Planning Board To Analyze And Provide The City Commission A Recommendation Relating To An Additional Modification To The Sign Code.
(Sponsored by Commissioner Ricky Arriola)

C4E Referral To The Planning Board - Proposed Ordinance Amendment Pertaining To Demolition Procedures For Single Family Homes.
(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning)

C4F Referral To The Planning Board - Proposed Ordinance Amendment Pertaining To Alcoholic Beverage Establishments In The CD-3 District On 41st Street.
(Sponsored by Commissioner John Elizabeth Alemán)
(Legislative Tracking: Planning)

C4G Referral To The Planning Board - Proposed Ordinance Amendment Pertaining To Alcoholic Beverage Establishments In The Sunset Harbor Neighborhood.
(Sponsored by Vice-Mayor Michael Grieco)
(Legislative Tracking: Planning)

C4H Referral To The Planning Board - Proposed Ordinance Amendment Pertaining To Revisions To The CANDO District In Collins Park.
(Sponsored by Commissioner Ricky Arriola)
(Legislative Tracking: Planning)

C4I Referral To Planning Board - An Ordinance Amending Chapter 114 Of The City Code, Entitled "General Provisions," Section 114-1, "Definitions," To Define Package Stores; And Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 13, "MXE Mixed Use Entertainment District," By Amending Section 142-544 Thereof, Entitled "Prohibited Uses," To Prohibit Package Stores In The MXE District; And Providing For Repealer, Severability, Codification, And An Effective Date.

(Sponsored by Commissioner Ricky Arriola)

C4J Referral To The Finance And Citywide Projects Committee To Discuss Future Uses Or The Potential Sale Of Vacant City-Owned Land Located At 226 87th Terrace.

(Sponsored by Vice-Mayor Michael Grieco)

C4K Referral To The Land Use And Development Committee - Discuss Potential Ordinance Amendment Addressing Further Restrictions On Illegal Short Term Rentals (STR) In Suite And Condo Hotels.

(Sponsored by Vice-Mayor Michael Grieco)

C4L Referral To The Land Use And Development Committee A Discussion Regarding An Amendment To The West Avenue Overlay To Remove The Current Allowance For Bed And Breakfast And Suite Hotel Uses.

(Sponsored by Commissioner Joy Malakoff)

C4M Referral To The Neighborhoods/Community Affairs Committee (NCAC) Regarding A Functional Art Park Incorporating A Non-Traditional Thematic Playground.

(Sponsored by Commissioner John Elizabeth Alemán)

C4N Referral To The Neighborhoods And Community Affairs Committee To Discuss Changing The Name Of Banyan Park To Tolerance Park.

(Sponsored by Commissioner Ricky Arriola)

C6 - Commission Committee Reports

C6A Report Of The June 3, 2016 Finance And Citywide Projects Committee Meeting: **1.** Discussion Regarding An Ordinance Amending Chapter 18 Of The City Code, Entitled "Businesses," By Adding Article XVII, Entitled "City Minimum Living Wage," To Provide For Implementation Of A City-Wide Minimum Hourly Wage; And Amending Chapter 102 Of The City Code, Entitled "Taxation," By Amending Section 102-371, Entitled "Application Procedures[,]" By Adding A Subsection Entitled "(j) Compliance With City Minimum Living Wage" And Providing For Repealer, Severability, Codification, And An Effective Date.

C6B Report Of The June 6, 2016 Finance And Citywide Projects Committee Meeting: **1.** General Fund CSL Update And Proposed Millage Rate; **2.** Review Of Light Rail/Street Car Project. **3.** Review Of Proposed Capital Budget. **4.** Proposed Uses Of Law Enforcement Trust Funds.

C6C Report Of The June 10, 2016 Neighborhood/Community Affairs Committee Meeting: **1.** Discussion Regarding Citywide Street Light And Coverage Audit. **2.** Discussion Regarding Proposed Site Options For New Fire Station No. 1. **3.** Discussion Regarding The Possible Addition Of A Skate Park In North Shore Open Space Park **4.** Traffic Management Alternatives Discussed At The February 24, 2016 Commission Workshop On Traffic Management - Corridor Optimization For Traffic Signals Along Harding Avenue/Abbott Avenue/Indian Creek Drive. **5.** Discussion Regarding I-95 Express Lane Access To The Julia Tuttle Causeway. **6.** Discussion On Battle At The Beach. **7.** Monthly Crime Update. **8.** Discussion Regarding Mitch Novick's "Minority" Report, And Recommendation Concerning The Deterioration Of The Quality Of Life In The MXE District, Ocean Drive, Collins Avenue And The Surrounding Neighborhood. **9.** Six Proposed Art In Public Places (AiPP) Projects For Placement At The Miami Beach Convention Center Renovation And Expansion Project (MBCC Project). **10.** Discussion On The Condition Of Miami Beach Sidewalks. **11.** Discussion On The Possibility Of Making Improvements/ Enhancements To The Police North Beach Sub Station Also Known As The NESS. **12.** Discussion Regarding Healthier Snacks In Our Vending Machines. **13.** Discuss The Installation Of Sunscreen Dispensers In All Parks And Pools Where Children Programs Are Managed By The City. **14.** Presentation And Discussion On The City Of Miami Beach Intelligent Transportation System And Smart Parking System Project. **15.** Discussion Regarding The Use Of Auto Return's Tow Technology On Miami Beach. **16.** Discussion Regarding Miami Beach United (MBU) "Residents' Right To Know" Proposal. **17.** Discussion Regarding Renaming Convention Center Drive To "Muhammad Ali Drive" And Authorizing The Creation Of A Statue Of Muhammad Ali To Be Place Either In The New Miami Beach Convention Center (MBCC) Park Or Inside The Renovated MBCC.

C6D Report Of The June 15, 2016 Land Use And Development Committee Meeting: **1.** Ordinance Amendments For Transit Intermodal Facilities: **A).** CDMP Amendment Implementing The Transit Intermodal Facilities Component Of The Transportation Master Plan; And **B).** Amendments To The Land Development Regulations Of The City Code Regarding Height And Accessory Use Requirements For Main Use Parking Structures And Transit Intermodal Facilities. **2.** Discussion Pertaining to Development Regulations And Guidelines for New Construction In the Palm View Historic District To Address Resiliency, Sustainability and Adaptation. **3.** Discussion Regarding Future Rooftop And Deck Accessory Bar Uses In The Sunset Harbour Neighborhood. **4.** Discussion Regarding Incentivizing The Retention, Raising And/Or Relocation Of Historic/ Architecturally Significant Single Family Homes (SFH). **5.** An Ordinance Amendment Pertaining To Alcoholic Beverage Establishments In The CD-3 District On 41st Street, In Order To Address Compatibility Issue With Surrounding Residential Districts. **6.** Discussion Regarding A Proposed Ordinance Change For North Beach Town Center Districts. **7.** Discussion Regarding Revising The Cultural Arts Neighborhood District Overly (CANDO). **8.** An Ordinance Amending Chapter 142 Of The City Code As It Pertains To Alcoholic Beverage Establishments On The West Side Of Alton Road And The South Side Of 17th Street. **9.** Single Family Demolition Procedures. **10.** Proposed Miami Beach Marina Redevelopment and Associated Legislative Changes. **11.** Discussion Regarding The Recommendation Of The Neighborhood/Community Affairs Committee To Establish More Aggressive Requirements For Employee Transportation Plans. **12.** CMB Preparations for Likely Passage of State Medical Marijuana Constitutional Amendment. **13.** An Amendment To Sec 142-1111 Of The City Code, To Address The Eligibility Requirements For The Short-Term Rental Of Apartment Units Within The Collins Waterfront Local Historic District. **14.** Discussion Regarding Exploring Limiting Package Store Alcohol Sales To Earlier Than 10:00 a.m., As Recommended By The Miami Beach Homeless Committee.

C6E Report Of The June 15, 2016 Sustainability And Resiliency Committee Meeting: **1)** Mayor's Blue Ribbon Panel On Flooding And Sea Level Rise - Update. **2)** Sustainability Committee - Update **3)** Resiliency Strategy - Update. **4)** Discussion On Prohibiting Contractors From Using Roundup And Other Chemicals Labeled As Carcinogens In Public Spaces. **5)** Discussion On The Elimination And/Or Phasing Out Of Gas-Powered Leaf Blowers. **6)** Discussion On The Seabin Project As An Option To Reduce Litter In The City's Waterways. **7)** Discussion Regarding How Green Infrastructure Including Living Or Hybrid Shorelines Can Complement Grey Infrastructure In Our Climate Adaptation On Going Work. **8)** Discussion To Consider Establishing A City Sustainable Procurement Policy. **9)** Discussion On Charging A 5¢ Fee On Plastic Bags Similar To That Approved By The New York City Council. **10)** Discussion On Stormwater Best Management Practices. **11)** Discussion On The City's Anti-Idling Policy. **12)** Discussion Regarding Exploring The Use Of Triodetic's Tube And Hub Technology To Raise A Municipal Building As A Prototype For Residents.

C7 - Resolutions

C7A A Resolution 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 The Following Grants And Funding Requests: 1) Miami-Dade County FY 16/17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program For Funding In The Approximate Amount Of $15,000 For The City's Police Department Initiatives; 2) Miami-Dade County Homeless Trust, In The Approximate Amount Of $64,000, For The City's Homeless Outreach Program; And Retroactively For: 3) Miami Beach Visitor And Convention Authority (VCA) For Funding In The Amount Of $100,000 For The City's Licensing And Merchandising Strategic Plan.

(Budget & Performance Improvement)

C7B A Resolution Accepting The Recommendation Of The City Manager And Waiving, By 5/7th Vote, The City's Competitive Bidding Requirement, Finding Such A Waiver To Be In The Best Interest Of The City, And Approving And Authorizing The City Manager To Finalize Negotiations And Execute (In A Form That Is Acceptable To The City Attorney) An Agreement With The Beanstalk Group In An Amount Not To Exceed $145,000.

(Communications)

C7C A Resolution Approving And Authorizing The City To Accept A Sponsorship, Valued At $20,000, From The Swatch Group, Inc., For Volleyball Nets To Be Installed On The City's Volleyball Courts Located At Two Sites On Ocean Drive (At 8th Street And 12th Street).

(Communications)

C7D A Resolution Granting And Authorizing The Mayor And City Clerk To Execute A Perpetual Non-Exclusive Easement Between The City And The State Of Florida Department Of Transportation ("FDOT"), Attached Hereto As Exhibits 1, For The Purpose Of FDOT Constructing, Maintaining And Repairing A Portion Of Alton Road On City Property Known As The "Miami Beach Golf Course," Located At 2301 Alton Road, Along The East Side Of Alton Road From Michigan Avenue To 581 Feet Towards The North.

(Public Works)

C7E A Resolution Approving And Authorizing The City Manager And City Clerk To Execute Amendment No. 3 To The Professional Services Agreement Between The City And Advanced Data Processing, Inc. D/B/A Intermedix; Said Amendment Extending The Agreement, On A Month To Month Basis, Commencing On September 16, 2016, For A Term Not To Exceed One Year Or Until Such Time As A New Agreement Is Executed Pursuant To A New Procurement Process, Whichever Occurs First.

(Fire)

C7F A Resolution Urging The Florida Department Of Transportation ("FDOT") To Paint Dedicated Bicycle Lanes On I-195 (The Julia Tuttle Causeway) As Soon As Possible To Protect The Safety Of Cyclists During The Next Phase Of Miami-Dade County's Venetian Causeway Project.

(Sponsored by Commissioner Ricky Arriola)

(Item to be Submitted in Supplemental)

C7G A Resolution Approving And Authorizing The Mayor And City Clerk To Execute The Memorandum Of Understanding (MOU) Attached To This Resolution, Between The City Of Miami Beach And The Miami Beach Chamber Education Foundation Inc., For The Implementation Of A Miami Beach Nurse Enhancement Initiative For Behavioral Health Services (The "Initiative") For Miami Beach Senior High School, Nautilus Middle School, Feinberg-Fisher K-8 Center, Biscayne Elementary School, And South Pointe Elementary School; Said MOU Providing For Initiative Services For The 2016-2017 School Year, With Possible Renewal Options, Upon Mutual Agreement Of The Parties, For The 2017-2018 And 2018-2019 School Years, With The City's Contribution Being Subject To Consideration In The Budget Development Process For Each Respective Fiscal Year; And Further Authorizing The Consideration Of $53,600 In Funding From The City's 2016-2017 Fiscal Year Annual Budget For The City's Contribution To The Initiative For The 2016-2017 School Year.

(Organization Development Performance Initiatives)

C7H A Resolution Urging Miami-Dade County To Expeditiously And Timely Comply With The Stormwater And Sewer Infrastructure Repair Projects Mandated In The County's Consent Decree With The United States Environmental Protection Agency And The State Of Florida.

(Sponsored by Commissioner Kristen Rosen Gonzalez)

(Legislative Tracking: Office of the City Attorney)

C7I A Resolution Authorizing The City Of Miami Beach To Accept An Award Of A Variable Message Sign, With An Approximate Value Of $7,500, From The Florida Department Of Transportation, Based Upon The Police Department's Participation In The Florida Law Enforcement Liaison Program's 'Click It Or Ticket' Challenge.

(Police)

C7J A Resolution Authorizing The City Of Miami Beach To Accept An Award Of Four (4) Prolaser 4 Speed Detection Devices And Ten (10) Rechargeable Nightsticks, Total Value $7,957, From The Florida Department Of Transportation, Based Upon The Police Department's Participation And Performance In Various Traffic Safety Initiatives.

(Police)

C7K A Resolution Accepting The Recommendation Of The Neighborhood/Community Affairs Committee At Its June 10, 2016 Meeting, To Explore The Options In Relation To Making Improvements And Enhancements To The Police North Beach Sub Station, Also Known As The North End Sub Station (NESS).

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

C7L A Resolution Accepting The Recommendation Of The City Manager To Reject All Proposals Received, Pursuant To Request For Qualifications (RFQ) No. 2016-107-WG For Hosted Automatic Call Distribution Services; And Authorizing The Administration To Enter Into Negotiations With Both AT&T Corp., And Unify, Inc. And Select The Firm Deemed, By The City Manager, To Be In The Best Interest Of The City, Waiving, By A 5/7th Vote, The Competitive Bidding Requirements, Finding Such Waiver To Be In The Best Interest Of The City; And Further Authorizing The Mayor And City Clerk To Execute An Agreement.

(Procurement/Finance)

C7M A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To The Invitation To Negotiate (ITN) No. 2016-084-WG For Administration Of The City's Ancillary Health Benefits For Employees, Retirees And Their Dependents; Authorizing The Administration To Negotiate With The Following Proposers In The Following Categories Of Ancillary Services: Cigna Health And Life Insurance Co., As Top-Ranked Proposer For Group Dental Coverage; UNUM Life Insurance Company Of America, As Top-Ranked Proposer For Family And Medical Leave Act Administration, Long-Term Disability Coverage For Defined Contribution Retirement Plan (401a) Participants, Voluntary Short-Term And Long-Term Disability Coverage, And Group Life And Accidental Death & Dismemberment Coverage; And Further Authorizing The Mayor And City Clerk To Execute Agreements Upon Conclusion Of Successful Negotiations With The Administration.

(Procurement/Human Resources)

C7N A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals Pursuant To Request For Proposals No. 2016-034-AK, For Fire And Police False Alarm Billing System; Authorizing The Administration To Enter Into Negotiations With PMAM Corporation, The Top-Ranked Proposer; And, Should The Administration Be Unsuccessful In Negotiating An Agreement With The Top-Ranked Proposer, Authorizing The Administration To Enter Into Negotiations With Public Safety Corporation, The Second-Ranked Proposer; And, Further, Authorizing The Mayor And City Clerk To Execute The Agreement Upon Successful Negotiations By The Administration.

(Procurement/Police/Fire)

C7O A Resolution Accepting The Recommendation Of The City Manager To Approve The Award Of A Contract For Group 1 To Team Contracting, Inc., And To Reject All Bids Received For Groups 2-4, Pursuant To Invitation To Bid (ITB) No. 2016-111-ND For The Purchase Of Concrete Curbing/Sidewalk Construction, Asphaltic Concrete/Related Materials, And Striping Of City Streets And Parking Lots.

(Procurement/Public Works)

C7P A Resolution Accepting The Recommendation Of The City Manager, Pursuant To Request For Qualifications (RFQ) No. 2016-116-KB For Architectural And Engineering Design Services For New Bus Shelters; Authorizing The Administration To Enter Into Negotiations With ACAI Associates, Inc., As The Top Ranked Proposer; Further, Should The Administration Not Be Successful In Negotiating An Agreement With ACAI Associates, Inc., Authorizing The Administration To Enter Into Negotiations With Brooks + Scarpa, Inc., As The Second Highest Ranked Proposer; Further, Authorizing The Mayor And City Clerk To Execute An Agreement, Upon Conclusion Of Successful Negotiations By The Administration.

(Procurement/Transportation)

C7Q A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee At Its June 17, 2016 Meeting To Maintain The Living Wage Rate And Health Care Benefit Rate At Current Levels For Covered City And Service Contractor Employees For Fiscal Year 2016/17.

(Procurement)

C7R A Resolution Authorizing The Extension Of A Communications System Agreement, And All Exhibits Thereto, With Motorola In The Amount Of $335,443 For A Term Of One Year To Maintain A Continuity Of Service Of The 800 Mhz Public Safety Radio System.

(Emergency Management)

(Item to be Submitted in Supplemental)

C7S A Resolution Approving The Selection Of Six Public Art Commissions For Miami Beach Convention Center, As Recommended By The Art In Public Places Professional Advisory Committee, The Art In Public Places Committee, The Neighborhood/Community Affairs Committee, And As Approved By The Design Review Board And The Historic Preservation Board; And Authorizing The City Manager To Execute Professional Services Agreement In The Following Not-To-Exceed Amounts For The Design, Fabrication, And Installation Of Art: Franz Ackermann, $750,000; Michael Elmgreen And Ingar Dragest, $1,100,000; Ellen Harvey, $750,000; Joseph Kosuth, $2,200,000; Joep Van Lieshout, $500,000; And Sarah Morris, $1,000,000.

(Tourism, Culture & Economic Development)

C7T A Resolution Approving And Authorizing The City Manager To Execute A Landlord Waiver, Substantially In The Form Attached To This Resolution, In Favor Of Bank Of America, Involving The Lease Agreement Between The City (Landlord) And The Miami City Ballet, Inc. (Tenant) For The Building Located At 2200 Liberty Avenue, Miami Beach, Florida (Premises); Said Waiver Subordinating The City's Statutory Lien Rights Against The Personal Property In The Premises (In The Event Of A Default Under The Lease); And Which Waiver Is Being Required By Bank Of America, As Security For A Revolving Line Of Credit, Having A Limit Of $1,500,000, Which Is Being Secured By The Tenant's Collateral, Which Includes The Personal Property In The Premises.

(Tourism, Culture & Economic Development)

C7U A Resolution Calling Upon Federal And State-Elected Officials To Collaborate With Local Officials And First Responders To Prevent Mass Shootings And Large-Scale Human Loss Of Life And Suffering From Mass Shootings In America By Limiting The Availability And Use Of Military Grade, High Capacity Magazine Assault Weapons To Law Enforcement Agencies.
(Sponsored by Commissioner Micky Steinberg)
(Legislative Tracking: Office of the City Attorney)

C7V A Resolution Urging The United States Food And Drug Administration (FDA) To Repeal Its Prohibition On Men Who Have Sex With Men Within 12 Months From Donating Blood.
(Sponsored by Commissioner Micky Steinberg)
(Legislative Tracking: Office of the City Attorney)

End of Consent Agenda

REGULAR AGENDA

R5 - Ordinances

R5A An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article I, Entitled "In General"; By Amending Section 82-1, Entitled "Conducting Business On Streets, Parks Or Other Public Property; Enforcement; Penalties; Unpaid Fines To Constitute Liens," By Creating Subsection (b) Which Expressly Prohibits Commercial Transactions, Activities Or Operations At Any Park, Boat Ramp, Beach, Structure Building Or Other Property Or Place Owned, Maintained Or Operated By The City; By Prohibiting Any Portion Of The Commercial Transaction, Activity Or Operation To Directly Or Indirectly Occur At Any Park, Boat Ramp, Beach, Structure Building Or Other Property Or Place Owned, Maintained Or Operated By The City; By Modifying Subsection (c), Which Amends The Existing Exemption Authority Of The City Manager For The Rendering Of Service To The Public; And Creating An Additional Exemption To The Prohibitions Set Forth In Section 82-1(a) And (b), That Would Require The City Commission To Approve A Concession Agreement Authorizing Commercial Activities Or Operations; And By Creating Subsection (d), Which Is A New Enforcement And Penalty Provision For Violations, Limiting The Authority Of The Special Master, And Increasing The Monetary Fines; Providing For Repealer, Severability, Codification, And An Effective Date. **10:00 a.m. Second Reading Public Hearing**

(Sponsored by Vice-Mayor Michael Grieco)
(Legislative Tracking: Parks & Recreation)
(First Reading on May 11, 2016 - R5N)

R5B Hall For Hire Use In Museum Historic District
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity," To Amend Section 142-213, "Conditional Uses," To Include Requirements Pertaining To Hall For Hire Uses For Properties Located Within The Locally Designated Museum Historic Preservation District; 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)
(First Reading on June 8, 2016 - R5I)

R5C An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 3 Entitled "Lobbyists," Section 2-482(a)(4) Thereof, By Requiring A Lobbyist Who Has Within The Past Election Cycle Provided Campaign Consulting Services To An Incumbent Member Of The City Commission To Disclose Such Particular Service On His/Her Lobbyist Registration Form And To Disclose Such Particular Service Orally Before Lobbying The City Commission At A Public Meeting, Providing Definitions, And Providing For Repealer, Severability, Codification, And An Effective Date. **10:10 a.m. Second Reading Public Hearing**

(Sponsored by Commissioner Kristen Rosen Gonzalez)
(Legislative Tracking: Office of the City Attorney)
(First Reading on June 8, 2016 - R5J1)

R5D Miami Beach Panel Of Architects

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 118, "Administration And Review Procedures," Article II, "Boards," By Creating Section 118-33 To Establish The Miami Beach Panel Of Architects ("MBPOA"); And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction By Authorizing The MBPOA To Conduct Certain Reviews; Creating Division 6, Entitled "Miami Beach Panel Of Architects," At Sections 118-139 Through 118-156, Providing For Purpose, Composition Of Board, Membership, Qualifications, Quorum, Meeting Procedures, Powers And Duties, Fees And Applications; Amending Section 118-8, Entitled "Notice Procedures For Quasi-Judicial, Public Hearing Quasi-Judicial Land Use Board Actions" To Include Notice Procedures For Proceedings Before The MBPOA; And Amending Section 118-9, Entitled "Rehearing And Appeal Procedures," To Provide Procedures For Appeals From The MBPOA; Providing For Codification; Repealer; Severability; And An Effective Date.

10:15 a.m. Second Reading Public Hearing

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Planning)
(First Reading on June 8, 2016 - R5M)

R5E An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73rd Street To The South, Dickens Avenue, Hawthorne Avenue And Crespi Boulevard To The West, 87th Street To The North, And Collins Court To The East; And (2) "Normandy Isles National Register District:" Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Notre Dame And Rue Versailles To The West, Normandy Shores Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Be Effective Upon First Reading Of This Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date.

5:01 p.m. Second Reading Public Hearing

(Sponsored by Commissioner Ricky Arriola & Co-sponsored by Commissioner Joy Malakoff)
(Planning)
(First Reading Public Hearing June 8, 2016 - R5G)

R5F LDR And Comprehensive Plan Amendments - 500 Alton Road C-PS2 Transit Hub

1. CPS-2 Transit Hubs - LDR Amendments
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 18 "PS Performance Standard District" And Chapter 114, "General Provisions," By Amending Sections 142-698 And 142-699 Regarding Maximum Building Height And Setbacks Requirements For The CPS-2 District; Amending Section 114-1 Regarding Definitions; Providing For Codification; Repealer; Severability; An Effective Date; And A Sunset Date. **5:02 p.m. First Reading Public Hearing**
(Sponsor: Private Applicant: 500 Alton Road Ventures, LLC & 1220 Sixth, LLC)
(Legislative Tracking: Planning)

2. Comprehensive Plan Text Amendment - Public Transit Facilities in C-PS2 And Transit Hubs Incorporated Into Private Development
An Ordinance Amending The Future Land Use Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Amending Policy 1.2 By Amending The Permitted Uses In The "General Mixed Use Commercial "Performance Standard" Category (C-PS2)" To Allow Public Transit Facilities As A Permitted Use; Amending The Transportation Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Creating Policy 4.6.1 Entitled "Enhanced Transit Infrastructure On Private Property" And By Amending The "Glossary Of Terms" To Include The Term "Transit Hub" And Related Definition. **5:03 p.m. First Reading Public Hearing**
(Sponsor: Private Applicant: 500 Alton Road Ventures, LLC & 1220 Sixth, LLC)
(Legislative Tracking: Planning)

R5G Concurrency Exemption - GU And CCC Districts
An Ordinance Amending The City Code, By Amending Chapter 122, "Concurrency Management," By Amending Section 122-5, "Exemptions From Concurrency," To Exempt Uses At The Following City-Owned Facilities From The City's Concurrency Requirements: The North Shore Bandshell, The Ronald W. Shane Watersports Center, And The Miami Beach Botanical Garden; And Providing For Repealer, Codification, Severability, And An Effective Date. **5:04 p.m. First Reading Public Hearing**
(Sponsored by Vice-Mayor Michael Grieco)
(Legislative Tracking: Planning)

R5H Off-Street Parking Regulations
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 130, "Off-Street Parking," Article I, "In General," Article III, "Design Standards," Article V, "Fee In Lieu Of Parking Program," Article VI, "Parking Credit System," Article VII, "Surplus And Under-Utilized Parking Spaces," And Article IX, "Valet And Tandem Parking", By Amending And Clarifying Standards And Procedures For Off-Street Parking Requirements; Providing Codification; Repealer; Severability; And An Effective Date. **5:05 p.m. First Reading Public Hearing**
(Sponsored by Vice-Mayor Michael Grieco)
(Legislative Tracking: Planning)

R5I South Of Fifth Alcoholic Beverage Establishment Operational Regulations
An Ordinance Amending Chapter 142, "Zoning Districts And Regulations", Article II, "District Regulations," Division 18, "PS Performance Standard District," Section 142-693, "Permitted Uses," To Amend The Hours Of Operation, Location And Use Restrictions For Properties South Of Fifth Street; Providing That Existing Alcoholic Beverage Establishments Shall Be Deemed Legal Conforming Uses; And Providing For Codification, Repealer, Severability, And An Effective Date. **5:06 p.m. First Reading Public Hearing**

(Sponsored by Vice-Mayor Michael Grieco)
(Legislative Tracking: Planning)

R5J Comprehensive Plan - Peril Of Flood
An Ordinance Amending The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying Chapter 1, Future Land Use Element, To Encourage The Use Of Landscaping Techniques That Enhance Stormwater Management And To Modify The Level Of Service For Storm Sewer Capacity; Chapter 5, Infrastructure Element, To Require That The Land Development Regulations Include A Freeboard Requirement For New Construction, To Modify The Level Of Service For Drainage Facilities Design Storm Standard, And To Incorporate The Use Of Stormwater Storage And Infiltration In Infrastructure Replacement Activities; Chapter 6, Conservation/Coastal Zone Management Element To Encourage The Use Of Highly Water-Absorbent Native Plants And To Designate The City Of Miami Beach As An Adaptation Action Area (AAA) Pursuant To Section 163.3177(6)(g)(10), Florida Statutes; Chapter 8, Intergovernmental Coordination Element, To Require Coordination Between Agencies Addressing Issues Related To Sea Level Rise And Climate Change; Providing For Inclusion In The Comprehensive Plan; Transmittal; Repealer; Severability; And An Effective Date. **5:07 p.m. First Reading Public Hearing**

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

R5K Short-Term Rentals On Harding Avenue North Beach
An Ordinance Amending The Code Of The City Of Miami Beach, Subpart B, Entitled "Land Development Regulations," Of Chapter 142, Entitled "Zoning Districts And Regulations," By Amending Division 2, Entitled "Accessory Uses"; By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Division 3, Entitled "Supplementary Use Regulations," By Amending Section 142-1111, Entitled "Short-Term Rental Of Apartment Units Or Townhomes," By Creating A New Subsection (d), Which Establishes Eligibility Requirements For Short-Term Rental Of Apartment And Townhome Residential Units In North Beach; Limiting The Eligibility To Those Properties Fronting Harding Avenue From The South Side Of 73rd Street To The Northern Boundary Of The City; By Establishing Conditions Precedent Before A Property Owner Is Legally Authorized To Engage In Short-Term Rentals; And Require The Property To Be Fully Renovated And Restored In Accordance With Those Delineated Standards Set Forth In Subsection (d)(1), Which Must Be Accomplished Prior To The Issuance Of The Business Tax Receipt Permitting Short-Term Rentals; And Providing For Repealer, Severability, Codification, And An Effective Date. **5:08 p.m. First Reading Public Hearing**

(Sponsored by Vice-Mayor Michael Grieco)
(Legislative Tracking: Planning)

R5L TC North Beach Town Center Districts

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations" Article II "District Regulations," Division 20 "TC North Beach Town Center Districts," To Increase The Allowable Height For Buildings In The TC-1 Town Center Core District To 125 Feet And To Modify Setback Requirements; Providing For Repealer; Severability; Codification; And An Effective Date. **First Reading**

(Sponsored by Commissioner John Elizabeth Alemán)
(Legislative Tracking: Planning)

R5M Below Grade Floor Area - Contributing Buildings

An Ordinance Amending The Code Of The City Of Miami Beach, Florida, By Amending Chapter 114, "General Provisions," By Amending The Definition Of Floor Area; Which Definition Is Consistent With The Definition Of Floor Area Ratio (FAR) As Existed On November 7, 2001, Thus Ensuring Compliance With Section 1.03(c) Of The Charter; Providing For Repealer, Severability, Codification And An Effective Date. **First Reading**

(Sponsored by Commissioner John Elizabeth Alemán)
(Legislative Tracking: Planning)

R5N Chapter 126 Landscape And Chapter 46 Non-Specimen Trees Ordinances

1. An Ordinance Amending The Land Development Regulations (LDRs) Of The City Code, By Amending Chapter 126, "Landscaping," By Expanding The Applicability, Submittal Requirements For Landscape Plans, Expanding Minimum Landscape Standards, Detailing Maintenance Requirements For Required Landscaping, And Establishing A Tree Trust Fund For The Deposit Of Funds Generated From Not Complying With Landscape Requirements; By Amending Chapter 130, Entitled "Off-Street Parking," Article III, Entitled "Design Standards," To Incorporate Landscape Standards For Temporary And Provisional Parking Lots Into The City Of Miami Beach Landscape Ordinance; Providing For Codification; Repealer; Severability; And An Effective Date. **First Reading**

   (Sponsored by Commissioner Joy Malakoff)
   (Legislative Tracking: Planning)
   (Continued from May 11, 2016 – R5M1)

2. An Ordinance Amending The Land Development Regulations (LDRs) Of The City Code, By Amending Chapter 46, "Environment", Article II, "Care And Maintenance Of Trees And Plants", Division 2, "Tree Preservation And Protection," By Modifying The Diameter At Breast Height Of Non-Specimen Trees; Providing For Codification, Repealer, Severability And An Effective Date. **First Reading**

   (Sponsored by Commissioner Joy Malakoff)
   (Legislative Tracking: Planning)
   (Continued from May 11, 2016 - R5M2)

R5O An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, As Follows: In Accordance With The Negotiated Collective Bargaining Agreement, Providing For The Classifications In Group III, Represented By The International Association Of Fire Fighters, (IAFF), Local 1510; Effective The First Pay Period Ending In April Of 2016, There Shall Be An Across The Board Cost-Of-Living Adjustment (COLA) Of One Percent (1%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By One Percent (1%); Effective The First Pay Period Ending In July Of 2017, There Shall Be An Across The Board Cost-Of-Living Adjustment (COLA) Of Three Percent (3%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Three Percent (3%); Effective The First Pay Period Ending In July Of 2018, There Shall Be An Across The Board Cost-Of-Living Adjustment (COLA) Of Three Percent (3%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Three Percent (3%); Repealing All Ordinances In Conflict; Providing For Severability, An Effective Date And Codification. **First Reading**

(Sponsored by Commissioner Joy Malakoff)
(Legislative Tracking: Human Resources)

R5P An Ordinance Amending Chapter 31 Of The Code Of The City Of Miami Beach, Entitled "Purchasing," By Creating Article III, To Be Entitled "Local Workforce Participation Requirement For Construction Contracts," To Establish Workforce Requirements For City Construction Contracts In Excess Of $1,000,000 For The Construction, Demolition, Alteration And/Or Repair Of Public Buildings, Public Works, And Buildings Or Improvements Located On City-Owned Land; Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**

(Sponsored by Commissioner Micky Steinberg).
(Legislative Tracking: Procurement/City Attorney)
(Item to be Submitted in Supplemental)

R5Q An Ordinance Amending Chapter 2 Of The Code Of The City Of Miami Beach, Entitled "Administration," By Amending Article III, Entitled "Agencies, Boards, And Committees," By Amending Division 15, Entitled "Miami Beach Sister Cities Program" And Division 16, Entitled "Miami Beach Youth Commission" To Remove "Miami Beach" From The Name Of The Sister Cities Program And The Youth Commission; And, Further Amending Chapter 62, Entitled "Human Relations," By Amending Article II, Entitled "Discrimination," By Amending Division I, Entitled "Generally," By Amending Section 62-34 Thereof, Entitled "City Of Miami Beach Human Rights Committee Established," To Remove "City Of Miami Beach" From The Name Of The Committee; And Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**

(Sponsored by Commissioner John Elizabeth Alemán)
(Office of the City Attorney)

R5R An Ordinance Amending The Miami Beach Human Rights Ordinance (Ordinance No. 2010-3669), By Amending Chapter 62, Entitled "Human Relations," By Amending Article II, Entitled "Discrimination," By Amending Divisions 1-4, Entitled "Generally," "Administration," "Regulations," And "Exceptions," By Amending Sections 62-31, Entitled "Definitions;" 62-33, Entitled "Purpose; Declaration Of Policy;" 62-37, Entitled "Duties And Powers;" 62-59, Entitled "Information On Complaint;" 62-88.1, Entitled "Discrimination In Public Services;" 62-90, Entitled "Municipal Facilities;" 62-91, Entitled "Municipal Funds;" And 62-112, Entitled "Housing;" To Amend The Protected Classes Within The Ordinance To Include The Following Categories: Ancestry, Height, Weight, Domestic Partner Status, Labor Organization Membership, Familial Situation, And Political Affiliation; And By Amending Sections Those Same Additional Categories And To Provide That The Human Rights Ordinance Shall Apply To Actual And Perceived Membership In A Protected Class; And Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**

(Sponsored by Commissioner John Elizabeth Alemán)
(Office of the City Attorney)
(Item to be Submitted in Supplemental)

R5S An Ordinance Amending Chapter 142 Of The City Code, Entitled "Zoning Districts And Regulations," Article II, "District Regulations," Division 13, "MXE Mixed Use Entertainment District," By Creating Section 142-551 Thereof, Entitled "Additional Regulations For Alcoholic Beverage Establishments," To Terminate The Sale And Consumption Of Alcoholic Beverages At Alcoholic Beverage Establishments Located On Ocean Drive Between 5th And 15th Streets (Except For Indoor Portions Of Alcoholic Beverage Establishments That Are Completely Enclosed And Located Entirely Within Hotels) At 2:00 a.m.; And Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**

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

R5T An Ordinance Amending Chapter 102 Of The Code Of The City Of Miami Beach, Entitled "Taxation," By Amending Article V, Entitled "Local Business Tax," By Creating Section 102-386 Thereof To Be Entitled "Property Owner's Responsibilities Regarding Legally Permissible Transient Rental And Occupancy (Short Term) Of Residential Property," By Prohibiting Property Owners From Advertising The Transient Rental Or Occupancy Of A Residential Property Without The Submission Of Affidavit To The City, By Requiring The Affidavit To Confirm That The Land Development Regulations Authorize Transient Rental And Occupancy; And Ensuring That The Property Owner Obtains Compliance With Those Provisions Set Forth Within Chapter 102, And Requiring Notification To Prospective Guests By Property Owners That Operate Independently Of The Primary Hotel Operator; And Establishing A Penalty Provision For Violations Of This Section; Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**

(Sponsored by Commissioners Joy Malakoff and John Elizabeth Alemán)
(Legislative Tracking: Office of the City Attorney)

R7 - Resolutions

R7A A Resolution Setting 1) The Proposed Operating Millage Rate; 2) The Required Debt Service Millage Rate; 3) The Calculated "Rolled-Back" Rate; And, 4) The Date, Time, And Place Of The First Public Hearing To Consider The Millage Rates And Budgets For Fiscal Year (FY) 2016/17; Further Authorizing The City Manager To Transmit This Information To The Miami-Dade County Property Appraiser In The Form Required By Section 200.065, Florida Statutes.

(Budget & Performance Improvement)

R7B A Resolution Of The Board Of Directors Of The Normandy Shores Local Government Neighborhood Improvement District Setting 1) The Proposed General Operating Millage Rate For The Normandy Shores Neighborhood Improvement District; 2) The Calculated "Rolled-Back" Rate; And, 3) The Date, Time And Place Of The First Public Hearing To Consider The Operating Millage Rate And Budget For Fiscal Year (FY) 2016/17; Further Authorizing The City Manager To Transmit This Information To The Miami-Dade County Property Appraiser In The Form Required By Section 200.065, Florida Statutes.

(Budget & Performance Improvement)

R7C A Resolution Approving And Authorizing The City Manager, Or His Designee, To Take The Following Actions: Submit To The State Of Florida, Department Of Environmental Protection, Requests For Inclusion In The Clean Water State Revolving Fund (CWSRF) And Drinking Water State Revolving Fund (DWSRF) Programs' Priority Lists; Submit To The State Of Florida, Department Of Environmental Protection, Loan Applications For Construction Funds From The CWSRF And DWSRF Programs; And, Establish Pledged Revenues And Execute Loan Agreements For Construction Funds Through The CWSRF And DWSRF Programs To Finance Proposed Water And Wastewater Projects; Approving And Authorizing The Appropriation Of The Above Funds, Including Any City Expenses; And Further Authorizing The City Manager, Or His Designee, To Take All Necessary Steps And To Execute All Necessary Documents Related To The Above Actions And To Provide The Assurances And Commitments Required By The Loan Applications.

(Budget & Performance Improvement)

R7D A Resolution Authorizing Two (2) Waivers Of Development Regulations, By A 5/7th Vote Of The City Commission, After Public Hearing, Pursuant To Section 142-425(d), Of The City's Code, For The Altos Del Mar Park Project, And Adjacent Parking Lot, (Parking Lot No. P-106), Located At 75th Street And Collins Avenue, Within The Harding Townsite/South Altos Del Mar Historic District And Within The Altos Del Mar Neighborhood: (1) A Waiver Of Section 142-802(3), Of The City Code In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Three Feet, Five Inches (3'5") In Order To Construct The Proposed Restroom And Storage Building Within Parking Lot No. P-106; And (2) A Waiver Of Section 142-802(7), Of The City Code, As The Existing Parking Lot (P-106) And Proposed Restroom Exceed The Oceanfront Overlay Minimum Requirement That At Least 50 Percent Of The Required Rear Yard Setback Be Open To The Sky And Landscaped. **10:30 a.m. Public Hearing**

(Capital Improvement Projects/Planning)
(Deferred from April 13, 2016 - R7C)

R7E A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee And Approving A Term Sheet, Attached Hereto As Exhibit 1, For The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); And Authorizing The Administration And City Attorney To Negotiate A Development Agreement Based Upon The Approved Of The Term Sheet.

(Public Works)

R7F A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, Pursuant To Section 82-37(a), Of The City Code, The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley"); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); And Further Conditioning The Vacation Of The Alley On: (1) The Issuance By The City Of Two Quit Claim Deeds; (2) The Granting Of An Access And Use Easement By The Developer To The City; And (3) The Final Approval And Execution Of A Development Agreement Between The City And The Developer. **10:35 a.m. Second Reading Public Hearing**

(Public Works)
(First Reading on June 8, 2016 - R7D)

R7G A Resolution Adopting The Fifth Amendment To The General Fund, Enterprise Fund, Internal Service Fund And Special Revenue Fund Budgets For Fiscal Year (FY) 2015/16. **10:40 a.m. Public Hearing**

(Budget & Performance Improvement)

R7H A Resolution Accepting The Written Recommendation Of The City Manager (As Set Forth In The City Commission Memorandum Accompanying This Resolution) And Waiving, By 5/7th Vote, 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 A Use Agreement, Substantially In The Form Attached To This Resolution, With Crown Castle Solutions LLC (Licensee), Having A Term Of Nine (9) Years And 364 Days (Without Any Renewal Options); Said Agreement Permitting Licensee To Install And Maintain, At Its Sole Cost And Expense, A Small Cell Network System At The Miami Beach Convention Center, Including A Distributed Antennae System (DAS), Equipment At A Radio Space, And All Associated Telecommunications Cables And Connections, Having A Value Of Approximately $1 Million; Permitting Licensee To Grant Licenses To Third Party Telecommunications Carriers, At Licensee's Sole Option, For The Use Of The Radio Space And DAS System; And Further Providing The City With An Up Front Fee Of $25,000, Plus Monthly Payments Equal To Twenty-Five Percent (25%) Of The Net Receipts Collected By Licensee, And A Lump Sum Of $25,000 Each Time Licensee Executes A License Agreement With A Telecommunications Carrier.

(Tourism, Culture & Economic Development)

R7I A Resolution Accepting The Recommendation Of The Neighborhood/Community Affairs Committee At Its May 13, 2016 Meeting To Name The Accessible Playground At Allison Park For Ms. Sabrina Cohen And, Pursuant To Section 82-503 Of The City Code, Setting A Public Hearing For September 14, 2016, To Consider The Naming And Directing The City Clerk To Publish The Appropriate Public Notice.

(Parks & Recreation)

R7J A Resolution Pursuant To Section 82-37(a), Of The City Code, Setting A Public Hearing To Approve The Vacation Of Atlantic Way Between 76th Street And 77th Street, Consisting Of A 30 Foot Wide Right-Of-Way, Containing Approximately 9,000 Square Feet In Total Area, Attached Hereto As Exhibit "A," As Shown On The Corrected Plat "Altos Del Mar No. 1," Recorded In Plat Book 31 At Page 40, Of The Public Records Of Miami-Dade County, And Lying In A Portion Of Government Lot 2, Section 2, Township 53 South, Range 42 East, City Of Miami Beach, In Favor Of The City Of Miami Beach And The Owners Of 7605 Collins Avenue; Waiving, By 5/7th Vote, The Competitive Bidding And Appraisal Requirements Pursuant To, Respectively, Sections 82-39(a) And (b) Of The City Code, Finding That The Public Interest Would Be Served By Waiving Such Conditions; And Referring This Item To The Finance And Citywide Projects Committee, As Required By Section 82-37(a)(1), Of The City Code.

(Office of the City Attorney/Capital Improvement Projects)
(Deferred from April 13, 2016 - R7D)

R7K A Resolution Authorizing A Change Order To The Purchase Order Issued To David Mancini And Sons, Inc. (DMSI), Under The 63rd Street Water Main Replacement Project Awarded Under The NJPA Agreement With Gordian Group, Pursuant To Contract FL-MDSAU06-052014-DMS, In The Amount Of $101,287.58, In Order To Provide Expanded Traffic Control Services For Traffic Flow In The Area During The Execution Of The Work, Of Which $40,107.58 Shall Be Payable From The Project Contingency, And The Balance Of $61,180.00 Shall Be Payable From Account 424-2759-069357 Entitled "63rd Street 16" Water Main."

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

R7L A Resolution Waiving, By 5/7th Vote, The Competitive Bidding Requirement, Finding Such A Waiver To Be In The Best Interest Of The City, And Authorizing The Office Of The Mayor And The City Attorney's Office To Negotiate An Agreement With Funkshion LLC, In An Amount Not-To-Exceed $190,000, For The 2067 Rising Above Time Capsule Project; And Further Authorizing The Mayor And The City Clerk To Execute The Agreement.

(Sponsored by Mayor Philip Levine)
(Legislative Tracking: Procurement)

R7M A Resolution Accepting The Recommendation Of The Neighborhood/Community Affairs Committee At Its June 10, 2016 Meeting, To Consider Enhancing The Police Presence On The Beachwalk.

(Sponsored by Commissioner Rosen Gonzalez)
(Legislative Tracking: Police)

R7N A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 3 To The Development Agreement Between The City And Jameck Development, Inc. (Jameck Or Developer), Dated July 23, 2014, For The Design, Development, And Construction Of Certain Streetscape Improvements In The City's Right Of Way, At The Portion Of Euclid Avenue Between Lincoln Road And Lincoln Lane South (The Project); Said Amendment: (1) Approving A City Requested Change Order, In The Amount Of $41,203.75, Relating To Unforeseen Site Conditions, New FP&L Service Point, Handhole And Riser, And Construction Of Planter Ellipse To Protect Existing Copper Pod Trees; (2) Increasing The Guaranteed Maximum Price (GMP) Of The Project From $819,838.88 To $861,042.63 In Connection With Said Change Order; And (3) Increasing The City's Budgeted Costs For The Project, From $466,500.86 To $489,945.80 To Include The City's Proportionate Share Of The Change Order, In The Amount Of $23,444.93.

(Deferred from May 11, 2016 - R7I)

(Public Works)

R7O A Resolution Endorsing, As Required Pursuant To Section 18-2 Of The Miami-Dade County Code, The Creation By Miami-Dade County Of Special Taxing Districts For Di Lido Island And San Marino Island, Respectively, For The Undergrounding Of Overhead Utilities, Subject To And Contingent Upon Compliance With And Satisfaction Of The Requirements For The Creation Of Special Taxing Districts, As Set Forth In Chapter 18 Of The Miami-Dade County Code.

(Public Works)

R7P A Resolution Accepting The Recommendation Of The Neighborhood/Community Affairs Committee Regarding The Implementation Of An Intelligent Transportation System And Smart Parking System Throughout The City.

(Transportation)

R7Q A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee Establishing A Requirement That No Less Than Twenty Percent (20%) Of All One-Time Unrestricted Capital Payments To The City Of $500,000.00 Or More, Including, But Not Limited To, Payments Received Through Lease Re-Negotiations, Money Judgements From Lawsuits, Audit Findings, Or Any Other Lump Sum Payments Shall Be Deposited To A Trust Fund For Capital Or Acquisition Costs Associated With Mass Transit Excluding Reasonable Costs And Any Capital Replacement Costs Associated With The Transaction That Resulted In The Receipt Of The One-Time Cash Payment.

(Sponsored by Mayor Philip Levine)

(Transportation)

R7R Endorse Key Elements And Funding Approaches For The Miami Beach Light Rail/Modern Streetcar Project.

1. A Resolution Endorsing The Key Elements Of The Preferred Alternative For The Miami Beach Light Rail/Modern Streetcar Project.

   (Transportation)

2. A Resolution Endorsing Preliminary Preferred Funding Approaches For The Miami Beach Light Rail/Modern Streetcar Project.

   (Transportation)

R7S Resolutions Related To Proposal Requirements Document (PRD) No. 2016-071-KB Notice Of Unsolicited Proposal And Request For Alternative Proposals For Light Rail Modern Streetcar Project In Miami Beach.

1. A Resolution Accepting The Recommendation Of The City Manager With Respect To The Ranking Of Proposals, Pursuant To Proposal Requirements Document (PRD) No. 2016-071-KB, Notice Of Receipt Of Unsolicited Proposal For Light Rail/Modern Streetcar Project In Miami Beach; And Authorizing Negotiations For An Interim Agreement With The Top-Ranked Proposer, Greater Miami Tramlink Partners, And Should Negotiations With The Top-Ranked Proposer Not Be Successful, Authorizing Negotiations For An Interim Agreement With The Second Ranked Proposer, Connect Miami Beach.
(Procurement/Transportation)

2. A Resolution Approving The Interim Agreement Term Sheet And Key Concepts For A Comprehensive Agreement For A Light Rail/Modern Streetcar Project In Miami Beach Pursuant To Section 255.065 Of The Florida Statutes And Proposal Requirements Document (PRD) No. 2016-071-KB.
(Procurement/Transportation)

R7T A Resolution Approving A Memorandum Of Understanding Between City Of Miami Beach, Florida, City Of Miami, Florida, Miami-Dade County, Florida And Florida Department Of Transportation, District No. 6 For Beach Corridor Direct Connection Project (NEPA Environmental Studies, Project Development, Engineering And Construction Phases, Funding, Project Sponsorship; And Operating Agency), Including Authorizing The City Contribution Of $417,000, Or 4.17% Of The Overall Study Cost.
(Transportation)

R7U A Resolution Accepting The Recommendation Of The Neighborhood/Community Affairs Committee At Its May 13, 2016 Meeting To Adopt A Policy Requiring That All Future Special Events Requiring Lane Closures Along Major Thoroughfares In The City Of Miami Beach Obtain Prior City Commission Approval.
(Transportation)

R7V A Resolution Accepting The Recommendation Of The City Manager, And Waiving, By 5/7th Vote, 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 Amendment No. 4 To The Agreement, Dated May 8, 2014, Between The City And Limousines Of South Florida, Inc., For Turn-Key Operations And Maintenance Services Of A Municipal Trolley System For The City Of Miami Beach; Said Amendment Increasing The Scope Of The Agreement To Include The Following: (1) The Addition Of One (1) Bidirectional Route In South Beach; (2) The Addition Of Twelve (12) New Low-Floor Trolley Vehicles For Use In Connection With The Operation Of The South Beach Route, North Beach Route, And Middle Beach Routes (The Middle Beach Loop And The Collins Link); (3) A Negotiated New Hourly Rate Commensurate With The Cost Of The Low-Floor Trolley Vehicles And The Additional Services For The New South Beach Route; (4) Authorizing The City Manager To Approve The Purchase Of Additional Optional Equipment For The Low-Floor Trolley Vehicles In The City Fleet, As May Be Needed In The Administration's Discretion, Subject To Funding Availability; (5) Any Additional Modifications To The Agreement Deemed Necessary By The Administration With Respect To The Modification Of The Scope Contemplated By The Amendment; And (6) Increasing The Annual Cost Of The Agreement, From A Not To Exceed Cost Of $6,700,000 To A Not To Exceed Cost Of $12,000,000.
(Transportation)
(Item to be Submitted in Supplemental)

R7W A Resolution Accepting The Written Recommendation Of The City Manager (As Set Forth In The City Commission Memorandum Accompanying This Resolution) And Waiving, By 5/7th Vote, 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 A Premises Use Agreement, Substantially In The Form Attached To This Resolution As Exhibit "A," With Design Miami II, LLC For Use Of Portions Of The Preferred Parking Lot, Located To The West Of The Miami Beach Convention Center, For A Period Of Approximately Four (4) Months, To Hold The Design Miami Show For Specific Dates During The 2016 Calendar Year.

(Tourism, Culture & Economic Development)

R7X A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee Meeting Held On June 17, 2016, Authorizing A Pilot Program For Televising On MBTV Those Code Enforcement Hearings Involving Short-Term Rental Violations Of Section 142-905 And 142-1111 Of The Miami Beach Code Of Laws And Ordinances.

(Sponsored by Commissioner John Elizabeth Alemán)

(Legislative Tracking: Code Compliance/Office of the City Attorney)

R7Y A Resolution Accepting The Recommendation Of The Neighborhood/Community Affairs Committee At Its June 10, 2016 Meeting To Extend The Park Ranger Program To Lummus Park, Subject To Approval Of The FY 2016/17 Operating Budget Enhancement Request.

(Parks & Recreation)

R7Z A Resolution Calling For A November 8, 2016 City Of Miami Beach Special Election, For The Purpose Of Submitting To The Electorate Of The City Of Miami Beach A Question Asking Whether City Code Section 2-485 Should Be Amended To Delete The Requirement That Lobbyists File An Annual Statement Disclosing Compensation And Expenditures Related To Lobbying Activities When They Have Not Received Compensation Or Incurred Expenditures During The Reporting Period.

(Office of the City Attorney)

R7AA A Resolution Calling For A Special Election On November 8, 2016, For The Purpose Of Submitting To The Electorate Of The City Of Miami Beach, Florida A Question Asking Whether City Code Section 2-459 (Which Prohibits City Board Members And Their Associates From Lobbying City Personnel) Should Be Amended To Include An Exception Allowing Land Use Board (Board Of Adjustment, Design Review Board, Historic Preservation Board, Panel Of Architects, And Planning Board) Members Who Are Architects Or Landscape Architects To Lobby City Personnel And Agencies On Land Development Applications, Except For Applications Before The Board On Which They Serve.

(Sponsored by Commissioner Joy Malakoff)

(Legislative Tracking: Office of the City Attorney)

R7BB A Resolution Approving And Accepting A Grant Of A Perpetual Sidewalk Easement Agreement Between The City And Palau Sunset Harbor, LLC, As The Owner Of The Residential Apartment Building Known As "Palau" Located At 1201-1237 20th Street, Miami Beach, Florida; Which Easements Shall: Allow The City To Use Palau Sunset Harbor, LLC's Sidewalk As A Public Sidewalk Pedestrian Access Easement Area.

(Public Works)

R7CC A Resolution Relating To The Annual Performance Evaluation Of The City Clerk; And, In Consideration Of The City Clerk's Exemplary Performance During Contract Year May 1, 2015 Through April 30, 2016, Amending The City Clerk's Employment Agreement Of April 22, 2015, By Granting A Salary Increase Of Three Percent (3%), Effective As Of And Retroactive To May 1, 2016; Increasing The City's Current Contribution To The City Clerk's 457(b) Deferred Compensation Plan By $2,100 A Year; Increasing The City Clerk's Vehicle Allowance By $1,200 A Year; Providing The City Clerk, For The Term Of The Employment Agreement, Cost-Of-Living Adjustment(s) (COLA) Equivalent To That Received By Unclassified Employees; And Extending The City Clerk's Employment Agreement For An Additional One (1) Year, With A New Expiration Date Of April 30, 2016.

(Sponsored by Commissioner Ricky Arriola)

R7DD A Resolution Relating To The Annual Performance Evaluation Of The City Attorney; And, In Consideration And Recognition Of The City Attorney's Performance During Contract Year May 16, 2015 Through May 15, 2016, Amending The City Attorney's Employment Agreement, By: 1.) Approving A Salary Merit Increase Of Three Percent (3%), Effective As Of And Retroactive To May 16, 2016; 2.) Increasing The City's Current Contribution To The City Attorney's 457(b) Deferred Compensation Plan To $24,000 A Year; 3.) Providing The City Attorney, For The Term Of The Employment Agreement, Cost-Of-Living Adjustment(s) (COLA) Equivalent To That Received By Unclassified Employees; And 4.) Extending The Term Of The City Attorney's Employment Agreement For An Additional Three (3) Years, With Such Renewal Term Commencing On May 16, 2017, And Ending On May 15, 2020.

(Sponsored by Commissioner Ricky Arriola)

R7EE A Resolution Authorizing The City Manager To Approve The Indian Creek Storm Water Improvements From 26th To 41st Street Project Utilizing The Competitively Bid National Joint Powers Alliance (NJPA) Cooperative Contract For Construction Services With The Gordian Group.

(Public Works)

(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)

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

R9C Discussion Regarding North Beach Local Historic Districts And Recommendations Of The North Beach Master Planner.

(Sponsored by Commissioner John Elizabeth Alemán)

R9D Discussion Regarding A New Paradigm For A Resident Alert System.
(Sponsored by Commissioner John Elizabeth Alemán)
(June 8, 2016 Item Requested to come back in July 13, 2016 - R9Q)

R9E Discussion Regarding The Recommendation Of The Neighborhood/Community Affairs Committee At Its May 13, 2016 Meeting To Refer To Commission The "Issue" Of Encroachments In The Public Right Of Way.
(Capital Improvement Projects)

R9F Discussion Regarding The Temporary Relocation Of Maurice Gibb Playground.
(Sponsored by Commissioner Kristen Rosen Gonzalez)

R9G Discussion To Reconsider Seawall In Lakeview Neighborhood, As It Is Overwhelming And Unnecessary At This Time.
(Sponsored by Commissioner Kristen Rosen Gonzalez)

R9H Discussion On High-Floor Trolley Vehicle Order Cancellation Impact And Options To Consider.
(Transportation)

R9I Referral To The Planning Board - Ordinance Amendments For Transit Intermodal Facilities: A) Comprehensive Plan Amendment Implementing The Transit Intermodal Facilities Component Of The Transportation Master Plan; And B) Amendments To Land Development Regulations Of The City Code Regarding Height And Accessory Use Requirements For Main Use Parking Structures And Transit Intermodal Facilities.
(Sponsored by Commissioner Ricky Arriola)
(Legislative Tracking: Transportation)

R9J Discussion Regarding The Closure Of The Stella Maris House Congregate Meal Site Operated By Little Havana Activities And Nutrition Center.
(Sponsored by Commissioner John Elizabeth Alemán)
(June 8, 2016 Item Requested to come back in July 13, 2016 - R9V)

R9K Discussion Regarding Streamlining Permitting For Interiors Of Residential Units.
(Sponsored by Commissioner Joy Malakoff)

R9L Discussion Regarding Taking Legal Action Against Airbnb, Before It Takes Legal Action Against The City For Trying To Regulate It.
(Sponsored by Commissioner Kristen Rosen Gonzalez)

R9M Discussion Regarding Placing A Ballot Question On The November 8, 2016 Special Election, Regarding A Charter Amendment Requiring Voter Approval Before Allowing An Increase To The Maximum Building Heights.
(Sponsored by Commissioner Kristen Rosen Gonzalez)

R9N Discussion Regarding Mobile Showers, And Other Recommendations, To Emerge From The City's Homeless Committee.
(Sponsored by Vice-Mayor Michael Grieco)

R9O Discussion Regarding Setting A Special Commission Meeting On August 8, 2016.
(Sponsored by Vice-Mayor Michael Grieco)

R9P Discussion Regarding What Can Be Done To Ensure Continued Access For Emergency Vehicles And Residential Access To/From The Venetian Causeway During Construction On The East Bridge.
(Sponsored by Commissioner Micky Steinberg)

R9Q Discussion Regarding Iconic Playgrounds.
(Sponsored by Commissioner Ricky Arriola)

R9R Discussion Regarding Legislative History Of Height Increases In Miami Beach.
(Sponsored by Commissioner John Elizabeth Alemán)

R9S Discussion Regarding Disability Access Committees' Motion (LTC No. 162-2016) To Support Installation Of An ADA Path On The 1100 Block Of Lincoln Road Connecting Lenox Avenue And Alton Road.
(Sponsored by Vice-Mayor Michael Grieco)

R9T Notification Of Receipt Of Save Miami Beach 2016's Petition For The City Commission To Submit To City Electors An Amendment To Section 1.03 Of The City Charter.
(Office of the City Clerk)

R9U Discussion On Public Bike Repair Stations.
(Sponsored by Commissioner Ricky Arriola)

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, July 13, 2016, In The City Manager's Large Conference Room, Fourth Floor, City Hall, For A Discussion Relative To Collective Bargaining.

R10C Closed Attorney-Client Session.
Pursuant to §286.011, Florida Statutes, the City Attorney hereby advises the Mayor and City Commission that he desires advice concerning the following pending litigation matter:

City of Miami Beach v. Hargreaves & Associates, et al. Case No. 10-61979 CA 03 Circuit Court, 11th Judicial Circuit

Therefore, a private closed Attorney-Client Session will be held during the lunch recess of the City Commission meeting on July 13, 2016, in the City Manager's Large Conference Room, Fourth Floor, City Hall to discuss settlement negotiations and/or strategy related to litigation expenditures with regard to the above-referenced litigation matter.

The following individuals will be in attendance: Mayor Philip Levine; Members of the City Commission; Micky Steinberg, Joy Malakoff, Michael Grieco, Ricky Arriola, Kristen Rosen Gonzalez, and John Elizabeth Alemán; City Manager Jimmy L. Morales, City Attorney Raul J. Aguila, First Assistant City Attorney Steven Rothstein, Meredyth Cooper, Esquire and Carlos de Zayas, Esquire.

R10D Notice Of Closed Executive Session
Pursuant To Section 255.065, Florida Statutes, A Closed Executive Session Will Be Held During Recess Of The City Commission Meeting On Wednesday, July 13, 2016, In The City Manager's Large Conference Room, Fourth Floor, City Hall, For A Discussion Regarding An Unsolicited Proposal From Collins Park Partners, LLC, For The Collins Park Arts Garage Project, And Requesting City Commission Authorization To Either Accept The Unsolicited Proposal And Proceed With The Solicitation Of Alternative Proposals In Accordance With Florida Statute 255.065; Or Reject The Unsolicited Proposal And Proceed With A Competitive Solicitation For The Collins Park Mixed-Use Garage Facility Project In Accordance With Any Direction That May Be Provided By The Mayor And City Commission.

Reports and Informational Items

1. Reports and Informational Items (see LTC 295-2016)

2. List of Projects Covered by the Cone of Silence Ordinance – LTC No. 287-2016.
(Procurement)

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

4. Miami Beach Convention Center Project Update (LTC No. 277-2016).
(Office of the City Manager)

End of Regular Agenda

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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.

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2016 CITY COMMISSION/REDEVELOPMENT AGENCY (RDA) MEETING DATES

Commission/RDA Meetings (Start at 8:30 a.m.)		***Presentation & Awards/Commission Meetings*** (Start 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 18	(Wednesday)
June 8	(Wednesday)	*No Meeting*	
July 13	(Wednesday)	July 20	(Wednesday)
August - City Commission in recess			
September 14	(Wednesday)		
September 27	(Tuesday) **2nd Rdg Budget**		
October 19	(Wednesday)	October 26	(Wednesday)
November 9	(Wednesday)	No Meeting	
December 7	(Wednesday)	December 14	(Wednesday)

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

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

C2

COMPETITIVE BID REPORTS

Condensed Title:

REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-157-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR ICONIC CROSSWALK

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:

At the May 11, 2016 City Commission meeting, the Commission directed the Administration to issue a Request for Qualifications/Proposal for design of an iconic crosswalk/intersection incorporating the Lesbian/Gay/Bisexual/Transsexual (LGBT) rainbow theme at the intersection of Ocean Drive/12th Street.

The City of Miami Beach is seeking proposals from qualified vendors to develop a conceptual design for an iconic crosswalk/intersection incorporating the LGBT rainbow theme for the intersection of Ocean Drive and 12th Street in the City of Miami Beach. The Selected Proper shall coordinate the design concepts within the context of both the existing cross section of Ocean Drive at 12th Street as well as the recommendations of the Ocean Drive Task Force to ensure feasibility and constructability of the design concept as part of the existing cross section and/or as part of the future potential reconstruction of Ocean Drive.

The qualified Proposer will be responsible for providing architectural, structural engineering, electrical, 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.

RECOMMENDATION

To seek proposals from interested parties, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the issuance of 2016-157-KB for Architectural and Engineering Design Services for Iconic Crosswalk.

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: This project will not utilize grant funding.

City Clerk's Office Legislative Tracking:

Alex Denis, Jose Gonzalez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD JG	MT KGB	JLM

T:\AGENDA\2016\July\Procurement\2016-157-KB (RFQ) Iconic Crosswalk\RFQ 2016-157-KB Iconic Crosswalk- ISSUANCE SUMMARY (2).doc

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COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-157-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR ICONIC CROSSWALK**

ADMINISTRATION RECOMMENDATION
Authorize the issuance of the RFP.

BACKGROUND
At the May 11, 2016 City Commission meeting, the Commission directed the Administration to issue a Request for Qualifications/Proposal for design of an iconic crosswalk/intersection incorporating the Lesbian/Gay/Bisexual/Transsexual (LGBT) rainbow theme at the intersection of Ocean Drive/12th Street.

The City of Miami Beach is seeking proposals from qualified vendors to develop a conceptual design for an iconic crosswalk/intersection incorporating the LGBT rainbow theme for the intersection of Ocean Drive and 12th Street in the City of Miami Beach. The Selected Proper shall coordinate the design concepts within the context of both the existing cross section of Ocean Drive at 12th Street as well as the recommendations of the Ocean Drive Task Force to ensure feasibility and constructability of the design concept as part of the existing cross section and/or as part of the future potential reconstruction of Ocean Drive.

The qualified Proposer will be responsible for providing architectural, structural engineering, electrical, 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.

- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, Page 25, RFP 2016-157-KB for Architectural and Engineering Design Services for Iconic Crosswalk (attached).

- **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, Page 12, RFP 2016-157-KB for Architectural and Engineering Design Services for Iconic Crosswalk (attached).

- **CRITERIA FOR EVALUATION.** Please Reference Section 0400, Page 14, RFP 2016-157-KB for Architectural and Engineering Design Services for Iconic Crosswalk (attached).

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of the RFQ No. 2016-157-KB for Architectural and Engineering Design Services for Iconic Crosswalk is subject to funds availability approved through the City's budgeting process.

ATTACHMENTS

Attachment A: 2016-157-KB for Architectural and Engineering Design Services for Iconic Crosswalk.

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

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR ICONIC CROSSWALK

2016-157-KB

DRAFT

RFQ ISSUANCE DATE: JULY 15, 2016

STATEMENTS OF QUALIFICATIONS DUE: AUGUST 30, 2016 @ 3:00 PM

ISSUED BY:

MIAMIBEACH

KRISTY BADA, CONTRACTING OFFICER II
DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive, Miami Beach, FL 33139
305.673.7000 x**6218** | www.miamibeachfl.gov

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DRAFT

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 an iconic crosswalk/intersection incorporating the Lesbian/Gay/Bisexual/Transsexual (LGBT) rainbow theme at the intersection of Ocean Drive/12th Street ("the Project"). Additionally, the terms "FIRM", "PROPOSER", "CONSULTANT" are used interchangeably and shall refer to the firm that will contract with the City for the performance consultant services and work for the project. The qualified Proposer will be responsible for providing architectural, structural engineering, electrical, 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. **Scope of Services is pursuant to Appendix C, Section C-2., of this RFQ.**

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

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

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

Solicitation Issued	July 15, 2016
Pre-Submittal Meeting	July 26, 2016 at 10:00AM
Deadline for Receipt of Questions	August 22, 2016 at 5:00PM
Responses Due	August 31, 2016 at 3:00PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD

Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:	Telephone:	Email:
Kristy Bada	305-673-7490 x6218	kristybada@miamibeachfl.gov

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

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

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

A Pre-PROPOSAL conference will be held as scheduled in 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 CRIME. 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. NOT APPLICABLE.

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. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

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.

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

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.

50. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to $50,000) or the City Manager (for additional items greater than $50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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

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

TAB 1	Cover Letter & Minimum Qualifications Requirements

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

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

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

TAB 2	Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. Submit projects which illustrate experience with public art located within roadways, crosswalks and/or roadway intersections. For each project that the proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

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

2.2.1 Submit detailed information regarding the team members history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. Submit projects which illustrate experience multi-agency roadway projects and historic preservation projects and/or art or architectural projects located within an historic district. For each project that the proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

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

https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=15796

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 4	Approach and Methodology

Submit detailed information on the approach and methodology how proposer plans to accomplish the proposed scope of services, including detailed information, as applicable, which addresses, but need not be limited to: implementation plan, project timeline, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget, including but not limited to services reference in Section 0200, Paragraph 2.

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. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each 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
Prime Proposer Experience with public art located within roadways, crosswalks and/or roadway intersections	40
Proposal Team multi-agency roadway projects	40
Proposal Team historic preservation projects and/or art or architectural projects located within an historic district	20
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

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Response Certification, Questionnaire & Requirements Affidavit

RFQ 2016-157-KB
Architectural and Engineering Design Services for Iconic Crosswalk

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

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

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

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

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

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

[ ] YES [ ] NO

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

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

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

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

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

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

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

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

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

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

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

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

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

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

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

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

11. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

12. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

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DISCLOSURE AND DISCLAIMER SECTION

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

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

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

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

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

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

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

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

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

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

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

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

PROPOSER CERTIFICATION

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

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

State of FLORIDA)
)
County of _____)

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

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

APPENDIX B

MIAMIBEACH

"No Bid" Form

RFQ 2016-157-KB
Architectural and Engineering Design Services for Iconic Crosswalk

DEPARTMENT OF PROCUREMENT MANAGEMENT
1755 Meridian Avenue, 3rd Floor
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
PROCUREMENT DEPARTMENT
ATTN: **KRISTY BADA**
STATEMENTS OF QUALIFICATIONS **#2016-157-KB**
1755 MERIDIAN AVENUE, 3RD FLOOR
MIAMI BEACH, FL 33139

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APPENDIX C

MIAMIBEACH

Minimum Requirements & Specifications

RFQ 2016-157-KB
Architectural and Engineering Design Services for Iconic Crosswalk

DRAFT

DEPARTMENT OF PROCUREMENT MANAGEMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. The Prime Proposer (Architectural/Engineering Firm) shall be certified by the State of Florida, Division of Business and Professional Regulations, as applicable.

2. If the Prime Proposer is not an Engineering Firm then the Prime Proposer must have an Engineer/Engineering Firm as a team member, which shall hold a "Certificate of Authorization" from the State of Florida, Division of Business and Professional Regulations.

3. The Prime Proposer or team member shall have demonstrated experience in public art located within roadways, crosswalks and/or roadway intersections within the last ten (10) years.
   Submittal Requirement: For each qualifying project, submit project name, project contact information (phone and email) project commencement and project completion dates, and prime proposer's role in project.

4. The Prime Proposer or team member shall have completed no less than two (2) roadway design projects within the last five (5) years.
   Submittal Requirement: For each qualifying project, submit project name, project contact information (phone and email), project commencement and project completion dates, and prime proposer's role in project.

C2. Statement of Work Required.
At the May 11, 2016 City Commission meeting, the Commission directed the Administration to issue a Request for Qualifications/Proposal for design of an iconic crosswalk/intersection incorporating the Lesbian/Gay/Bisexual/Transsexual (LGBT) rainbow theme at the intersection of Ocean Drive/12th Street.

C3. Desired Scope
The City of Miami Beach, hereinafter referred to as the City, is seeking competitive proposals to develop a conceptual design for an iconic crosswalk/intersection incorporating the Lesbian/Gay/Bisexual/Transsexual (LGBT) rainbow theme for the intersection of Ocean Drive and 12th Street in the City of Miami Beach.

Samples of iconic intersection designs are attached for illustrative purposes only as Appendix G. The Selected Proper shall coordinate the design concepts within the context of both the existing cross section of Ocean Drive at 12th Street as well as the recommendations of the Ocean Drive Task Force to ensure feasibility and constructability of the design concept as part of the existing cross section and/or as part of the future potential reconstruction of Ocean Drive.

The conceptual design shall include but not be limited to street name signage, pavement texture, pavement color, crosswalk texture, crosswalk color, and curb and gutter color.

The proposer shall be responsible for obtaining Miami-Dade County Department of Transportation and Public Works approval on the conceptual design.

All pavement treatments shall be compliant with all applicable Florida Department of Transportation and Miami-Dade County Department of Transportation and Public Works standards for friction and skidding.

As part of the conceptual design development, the Selected Proposer shall give careful consideration to the use of resilient and sustainable materials for the implementation of iconic crosswalk/intersection incorporating the LGBT rainbow theme at Ocean Drive/12th Street.

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APPENDIX D

MIAMIBEACH

Special Conditions

RFQ 2016-157-KB
Architectural and Engineering Design Services for Iconic Crosswalk

DEPARTMENT OF PROCUREMENT MANAGEMENT
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. PRECLUSION. Successful Proposer and sub-consultants contracted to provide architectural and engineering design services for a particular project are precluded from bidding/responding to the competitive solicitation for the design construction of the project.

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

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

16. 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 2016-157-KB
Architectural and Engineering Design Services for Iconic Crosswalk

DEPARTMENT OF PROCUREMENT MANAGEMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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MIAMIBEACH

INSURANCE REQUIREMENTS

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

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

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

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

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

D. Professional Liability Insurance in an amount not less than $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 G

MIAMIBEACH

Iconic Intersection Design Samples

RFQ 2016-157-KB
Architectural and Engineering Design Services for Iconic Crosswalk

DRAFT

DEPARTMENT OF PROCUREMENT MANAGEMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Neighborhood/Community Affairs Committee Meeting
APRIL 15, 2016

DISCUSSION ON THE CITY OF MIAMI BEACH CONDUCTING A DESIGN COMPETITION FOR AN ICONIC CROSSWALK/INTERSECTION ON 12TH AND OCEAN
Commission Item C4O, April 13, 2016
(Sponsored by Commissioner Ricky Arriola)

Jose Gonzalez, Transportation Director

ITEM # 14

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

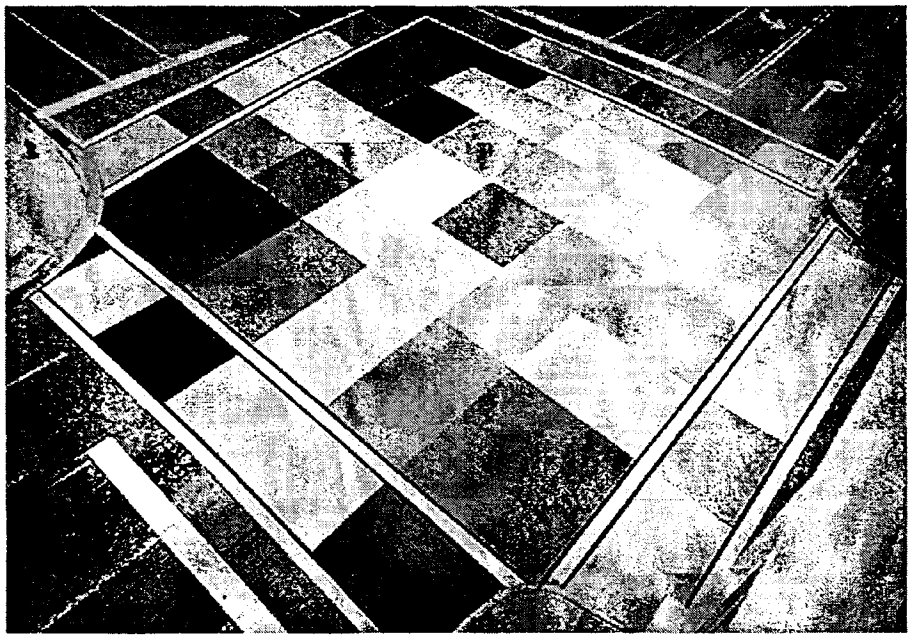
MEMORANDUM

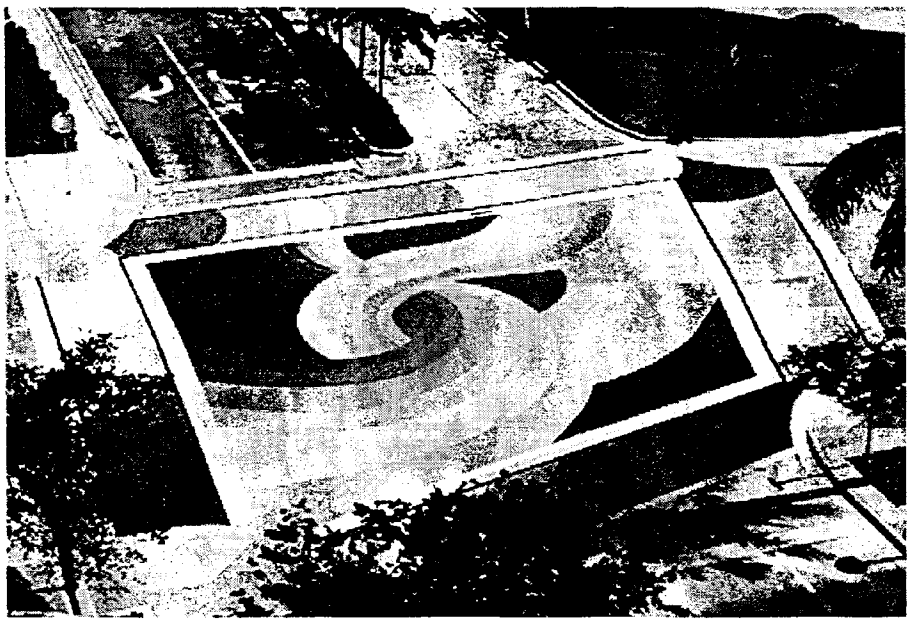
TO: Jimmy Morales, City Manager
FROM: Ricky Arriola, Commissioner
DATE: April 2, 2016
SUBJECT: **REFERRAL TO THE NEIGHBORHOOD AND COMMUNITY AFFAIRS COMMITTEE TO DISCUSS THE CITY OF MIAMI BEACH CONDUCTING A DESIGN COMPETITION FOR AN ICONIC CROSSWALK/ INTERSECTION ON 12TH AND OCEAN.**

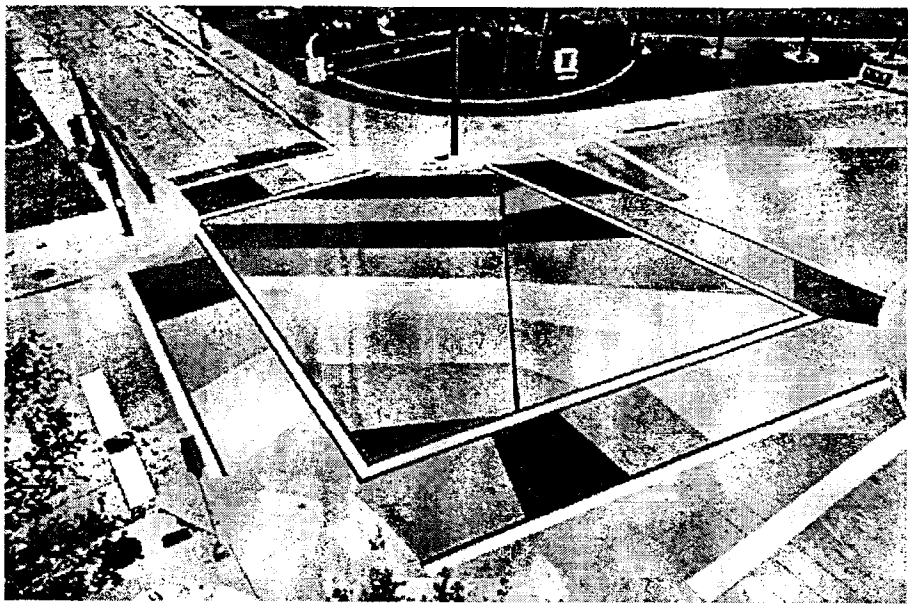
Please add the above subject as a consent agenda item to the April 13, 2016 Commission meeting agenda.

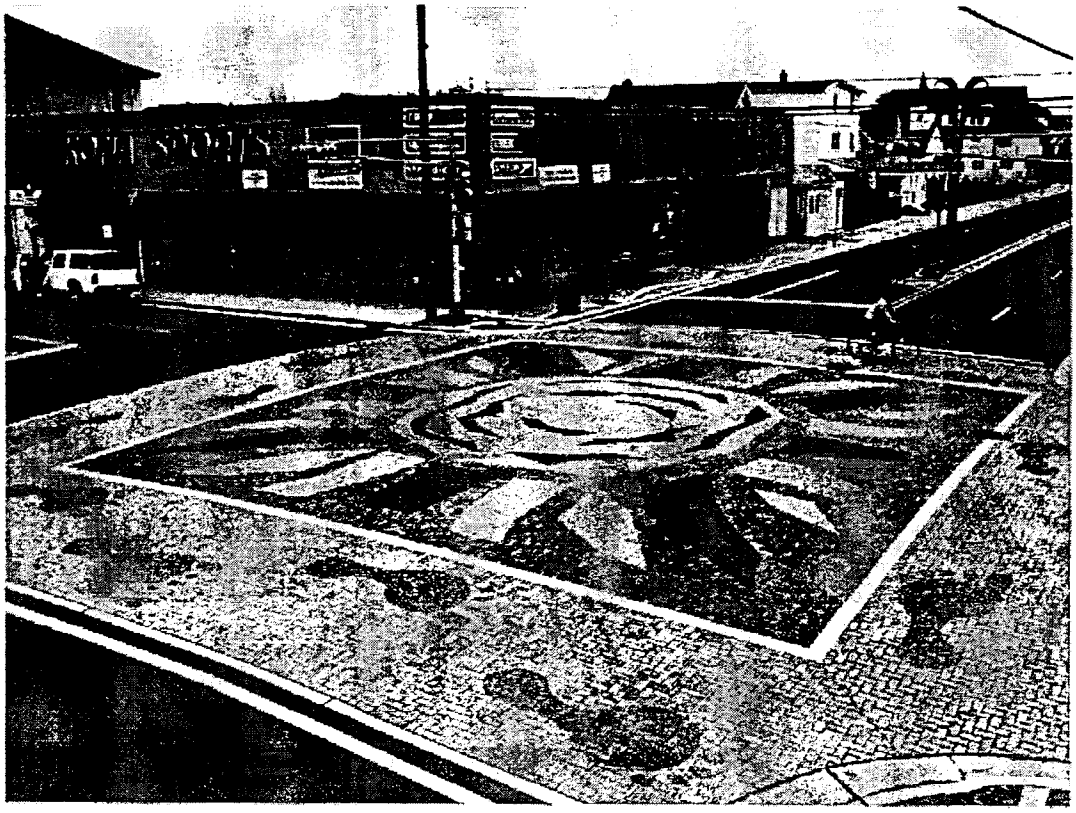
Sincerely,
Ricky Arriola

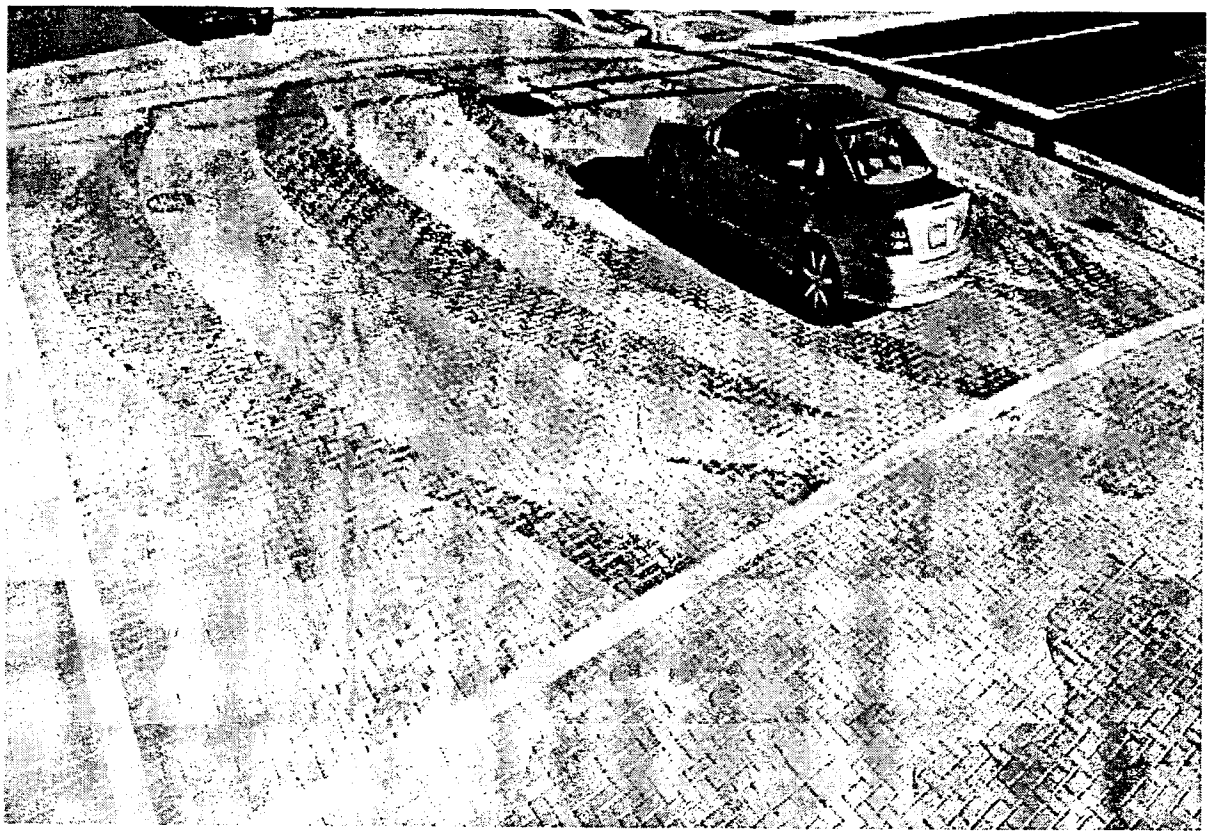
MIAMIBEACH
Ricky Arriola, *Commissioner*
Office of the Mayor and Commission
1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139
Tel: 305-673-7000 x7107
www.miamibeachfl.gov

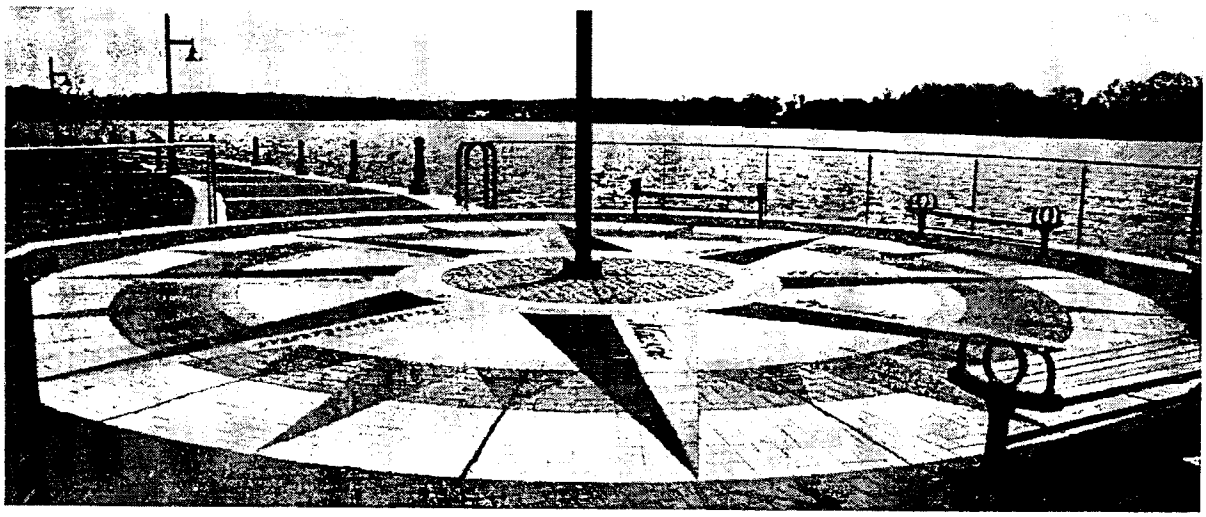


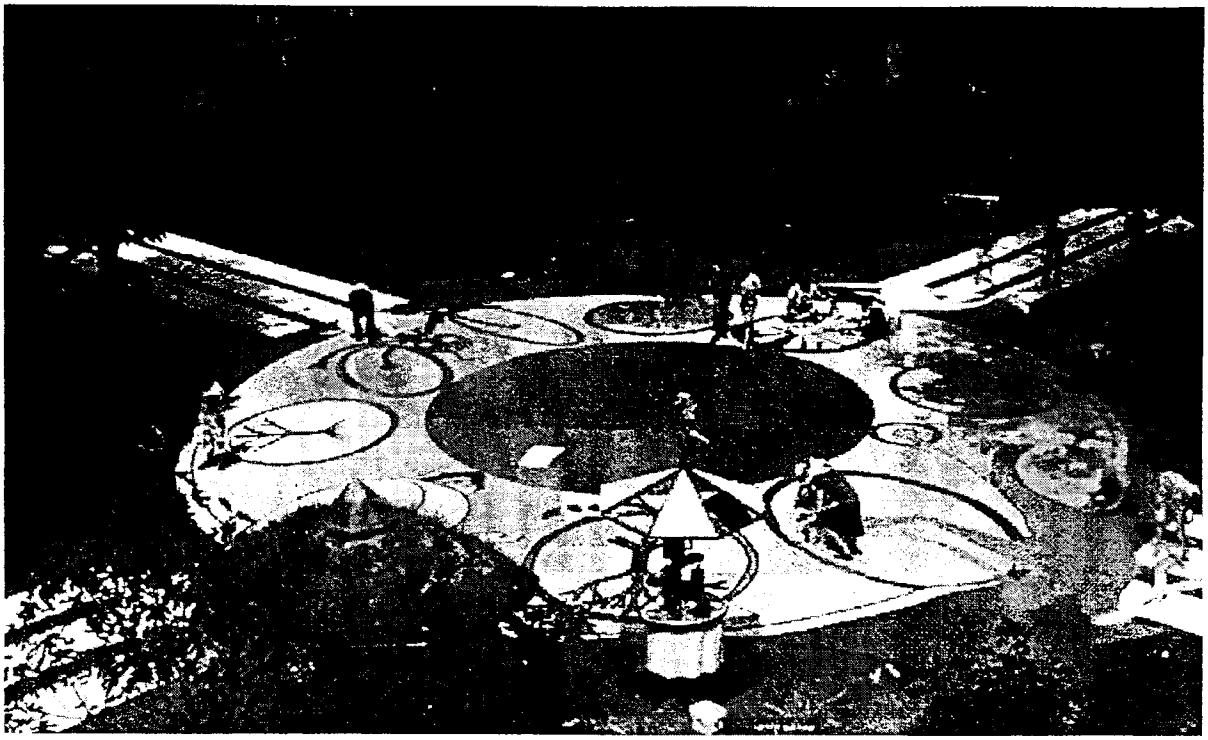












C2B Request Approval To Issue Request For Proposal (RFP) No. 2016-148-ND For Standardization Of Variable Frequency Drives In The City's Pump Stations.
(Procurement/Public Works)
(Item to be Submitted in Supplemental)

Agenda Item C2B
Date 7-13-16

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Condensed Title:

REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) NO. 2016-166-KB FOR DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD

Key Intended Outcome Supported:

Build And Maintain Priority Infrastructure With Full Accountability

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

N/A

Item Summary/Recommendation:

The La Gorce Neighborhood No.5 Right-of-Way Improvements Project was one of thirteen neighborhood improvement projects included in a program developed by the City of Miami Beach to improve the quality of life of its residents. The program included citywide water and stormwater improvements, as well as a variety of streetscape enhancement projects.

On December 11, 2002, the Basis of Design Report for the Neighborhood was approved and adopted by the commission. The original project scope of work included new water mains to upgrade the existing 6-inch water mains, drainage installation, road paving and restoration, concrete sidewalk repairs, and streetscape enhancement.

On February 12, 2014, the City Commission approved the recommendation of the Flooding Mitigation Committee to amend the current Stormwater Management Master Plan by modifying the design criteria for the tailwater elevation to 2.7 ft.-NAVD for all tidal boundary conditions due to sea level rise. Minimum elevation of crown of road and back of sidewalk has also been set at 3.7ft. NAVD. The RFP is being issued to seek a Design-Build Firm to implement a project that will be compliant with the City's newly enacted stormwater criteria.

The City of Miami Beach is seeking proposals from qualified vendors for the design, permitting, community outreach for, construction administration and the construction of the infrastructure site work for Right of Way Infrastructure Improvement Program for Neighborhood No. 5: La Gorce Neighborhood. Additionally, the RFP seeks a Design-Build Firm to implement a project that will be compliant with the City's newly enacted stormwater criteria. The Project consists of landscaping, replacement of existing water main infrastructure, improved storm water drainage collection and disposal infrastructure including pumpstations, swale restoration, curb and gutter and other facilities, roadway reconstruction involving elevating of the roadway/ pavement markings, installation of new sanitary sewer pipes, sewer lining and repair, repair and/or extension of existing sidewalks to comply with ADA requirements, lighting, incorporation of traffic calming features, consistent with community preferences.

RECOMMENDATION

To seek proposals from interested parties, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the issuance of the RFP No. 2016-166-KB for Design/Build Services for Right Of Way Infrastructure Improvement Program for Neighborhood No. 5: La Gorce Neighborhood.

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: This project will not utilize grant funding.

City Clerk's Office Legislative Tracking:

Alex Denis, Bruce Mowry

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD_____ BAM_____	MT_____ EC_____	JLM_____

T:\AGENDA\2016\July\Procurement\2016-166-KB (RFP) La Gorce Infrastructure Improvements\RFQ 2016-166-KB La Gorce Infrastructure Improvements- ISSUANCE SUMMARY.doc

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) NO. 2016-166-KB FOR DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFP.

BACKGROUND

The La Gorce Neighborhood No.5 Right-of-Way Improvements Project was one of thirteen neighborhood improvement projects included in a program developed by the City of Miami Beach to improve the quality of life of its residents. The program included citywide water and stormwater improvements, as well as a variety of streetscape enhancement projects.

On December 11, 2002, the Basis of Design Report for the Neighborhood was approved and adopted by the commission. The original project scope of work included new water mains to upgrade the existing 6-inch water mains, drainage installation, road paving and restoration, concrete sidewalk repairs, and streetscape enhancement.

On February 12, 2014, the City Commission approved the recommendation of the Flooding Mitigation Committee to amend the current Stormwater Management Master Plan by modifying the design criteria for the tailwater elevation to 2.7 ft.-NAVD for all tidal boundary conditions due to sea level rise. Minimum elevation of crown of road and back of sidewalk has also been set at 3.7ft. NAVD. The RFP is being issued to seek a Design-Build Firm to implement a project that will be compliant with the City's newly enacted stormwater criteria.

The City of Miami Beach is seeking proposals from qualified vendors for the design, permitting, community outreach for, construction administration and the construction of the infrastructure site work for Right of Way Infrastructure Improvement Program for Neighborhood No. 5: La Gorce Neighborhood. Additionally, the RFP seeks a Design-Build Firm to implement a project that will be compliant with the City's newly enacted stormwater criteria. The Project consists of landscaping, replacement of existing water main infrastructure, improved storm water drainage collection and disposal infrastructure including pumpstations, swale restoration, curb and gutter and other facilities, roadway reconstruction involving elevating of the roadway/ pavement markings, installation of new sanitary sewer pipes, sewer lining and repair, repair and/or extension of existing sidewalks to comply with ADA requirements, lighting, incorporation of traffic calming features, consistent with community preferences.

- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, Page 32, RFP 2016-166-KB for Design/Build Services for Right Of Way Infrastructure Improvement Program for Neighborhood No. 5: La Gorce Neighborhood (attached).

- **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, Page 12, RFP 2016-166-KB for Design/Build Services for Right Of Way Infrastructure Improvement Program for Neighborhood No. 5: La Gorce Neighborhood (attached).

- **CRITERIA FOR EVALUATION.** Please Reference Section 0400, Page 18, RFP 2016-166-KB for Design/Build Services for Right Of Way Infrastructure Improvement Program for Neighborhood No. 5: La Gorce Neighborhood (attached).

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of the RFP No. 2016-166-KB for Design/Build Services for Right Of Way Infrastructure Improvement Program for Neighborhood No. 5: La Gorce Neighborhood is subject to funds availability approved through the City's budgeting process.

ATTACHMENTS

Attachment A: 2016-166-KB for Design/Build Services for Right Of Way Infrastructure Improvement Program for Neighborhood No. 5: La Gorce Neighborhood.

JLM / EC / MT / BAM / AD
T:\AGENDA\2016\July\Procurement\2016-166-KB (RFP) La Gorce Infrastructure Improvements\RFQ 2016-166-KB La Gorce Infrastructure Improvements-ISSUANCE MEMO.doc

REQUEST FOR PROPOSALS (RFP)

DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD

RFP NO. 2016-166-KB

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RFP ISSUANCE DATE: JULY 15, 2016

PROPOSALS DUE: AUGUST 31, 2016 @ 3:00 PM

ISSUED BY: KRISTY BADA

MIAMIBEACH

KRISTY BADA, CONTRACTING OFFICER II
PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139
305.673.7000 x6218 | kristybada@miamibeachfl.gov
www.miamibeachfl.gov

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SECTION 0100 **PUBLIC NOTICE**

City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139,
www.miamibeachfl.gov
PROCUREMENT DEPARTMENT
Tel: 305.673.7490

REQUEST FOR PROPOSALS (RFP) No. 2016-166-KB
DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD
Miami Beach, Florida

Sealed proposals will be received until **3:00 PM on August 31, 2016** at the following address: **City of Miami Beach, Procurement Department, 3rd Floor, and 1755 Meridian Avenue, Miami Beach, Florida 33139.**

By means of this RFP, the City seeks to contract with a Design/Build Firm for RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD. Proposals received pursuant to this RFP will be evaluated in a two-phased process (Phase I and Phase II). The Design/Build Firm (DBF) will be responsible for the survey, design, permitting, community outreach, construction administration and the construction of the infrastructure site work for Right Of Way Infrastructure Improvement Program Neighborhood No. 5. The work will include but not be limited to site preparation; earthwork; roadway reconstruction; water, sewer and storm drainage installation including pumpstations, and/or relocation; water services relocation; landscape; and streetscape improvements. The Design Criteria Package (DCP) for this project shall be provided in digital format on CDs to all short-listed proposers following Phase I evaluation. Please call Kristy Bada at 305.673.7490, or e-mail kristybada@miamibeachfl.gov to secure a CD. **The cost for these CDs is $20.** One may purchase a CD through the Finance Cashier located on the 1st Floor in City Hall. Please make reference of the RFP number (RFP 2016-166-KB) and project name REQUEST FOR PROPOSAL (RFP) DESIGN/BUILD SERVICES FOR LA GORCE NEIGHBORHOOD IMPROVEMENTS to the Finance Cashier. After purchase, CDs are to be collected by the Proposer at the Procurement Office located on the 3rd Floor in City Hall with presentation of receipt from the Finance Cashier.

A Pre-Proposal Meeting is scheduled for **July 27, 2016 @ 10:00 A.M. at the** following address: **City of Miami Beach, Procurement Department Conference Room, 3rd Floor, and 1755 Meridian Avenue, Miami Beach, Florida 33139.**

Attendance (in person or via telephone) is as a source of information. Respondents interested in participating in the Pre-Proposal 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#

The deadline for receipt of questions is due on **August 22, 2016 by 5:00 pm** and all questions or requests for clarifications must be received by the Department of Procurement in writing to Kristy Bada, via e-mail: kristybada@miamibeachfl.gov with a copy to the City Clerk's office, Rafael E. Granado via email: rafaelgranado@miamibeachfl.gov no later than **ten (10) calendar days** prior to the scheduled RFP due date.

For further information regarding this RFP and to receive any addendum issued, interested parties are required to register with the Public Purchase at www.publicpurchase.com. Failure to receive an addendum issued through Public Purchase may result in disqualification of bid.

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR QUALIFICATIONS IS UNDER THE CONE OF SILENCE—ORDINANCE NO. 2002-3378 WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE:
http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510.

Sincerely,
Kristy Bada
Contracting Officer II
Procurement Department

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SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective 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 RFP results in an award.

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

2. PURPOSE.
By means of this RFP, the City seeks to contract with a Design/Build Firm for the design, permitting, community outreach for, construction administration and the construction of the infrastructure site work for Right Of Way Infrastructure Improvement Program Neighborhood No.5. Proposals received pursuant to this RFP will be evaluated in a two-phased process (Phase I and Phase II). Phase I Proposers will be evaluated in accordance with the criteria established in Section 0400 for Phase I Evaluation. Following City Commission selection of the short-listed proposers pursuant to Phase I of the RFP, the short-listed proposers will be allotted approximately 45 days to prepare a detailed technical proposal for the Project. The short-listed proposers will also be provided, via addendum, with the formal Design Criteria Package (DCP) and Design/Build Agreement. Following Phase I short-listing and prior to receipt of proposals pursuant to Phase II, the City may issue further information and clarifications via Addenda to the short-listed proposers, including (but not limited to) any amendments to the Design Criteria Package, cost tender form, form of contract, and other informational items or requirements necessary for the short-listed proposers to submit its Phase II proposals. Additionally, the City will conduct a pre-submittal conference with short-listed proposers to facilitate project understanding and consider any project specific questions from the short-listed proposers. Phase II proposals will be evaluated in accordance with the criteria established in Section 0400 for Phase II Evaluation. Following City Commission approval of the City Managers recommendation pursuant to Phase II, the City will enter into contract negotiations and execution.

This RFP 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:

Phase I - Qualifications	
RFP Issued	July 15, 2016
Pre-Proposal Meeting	July 27, 2016 AT 10:00 AM
Deadline for Receipt of Questions	August 22, 2016, 2016 AT 5:00 PM
Responses Due	August 31, 2016 AT 3:00 PM
Evaluation Committee Meeting	TBD
Commission Approval to Shortlist	TBD
Phase II – Technical Proposals	
Solicitation Issued to Short-Listed Proposers	TBD
Pre-Submittal Meeting	TBD

Deadline for Receipt of Questions	TBD
Proposals Due	TBD
Evaluation Committee Meeting to Interview	TBD
Commission Approval of Final Proposer	TBD

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:	Telephone:	Email:
Kristy Bada	305-673-7490	kristybada@miamibeachfl.gov

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

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

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

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP 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 RFP expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). 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 RFP by any means other than through PublicPurchace must register immediately with PublicPurchase to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP 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 CRIME. 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 RFP 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 RFP 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 RFP 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

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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. Omitted Intentionally

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 RFP, 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 RFP 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. Pursuant to F.S. 287.055, the City shall first consider the qualifications of firms through the process outlined in Section 0400, Evaluation Methodology. **The Evaluation of proposals shall proceed in a two-phase process:**

A. Phase I – Proposals will be evaluated in accordance with the criteria established in Section 0400 for Phase I Evaluation. Following the Phase I Evaluation Process, the City Manager may submit a recommendation to the City Commission to short-list one or more proposers at the conclusion of the Phase I evaluation to be considered in Phase II. The number of respondents recommended to be short-listed for consideration in Phase II is solely at the discretion of the City Manager.
B. Phase II – Short-listed Proposals will be evaluated in accordance with the criteria established in Section 0400 for Phase II Evaluation.

The results of both Phase I and Phase II evaluations will be considered by the City Manager who may recommend to the City Commission the respondent(s) he deems to be in the best interest of the City, or may recommend rejection of all responses. 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:

a. The ability, capacity and skill of the proposer to perform the contract.
b. Whether the proposer can perform the contract within the time specified, without delay or interference.
c. The character, integrity, reputation, judgment, experience and efficiency of the respondent.
d. The quality of performance of previous contracts.
e. 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 for each phase and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another proposer (or proposers) which it deems to be in the best interest of the City, or it may also reject all responses.

Once the Phase II ranking is approved by the City Commission, the City will enter into contract negotiations with the top ranked firm. If the City and selected firm cannot agree on contractual terms, the City will terminate negotiations and begin negotiations with the next ranked firm, continuing this process with each firm in rank order until agreeable terms can be met or the procurement is terminated. Contract negotiations and execution will take place as quickly as possible after selection.

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.

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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 RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. 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. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

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 RFP. 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

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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

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required to complete the work and shall comply with all applicable laws.

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

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 RFP (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.

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

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 RFP solicitation process, unless otherwise noted herein.

50. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to $50,000) or the City Manager (for additional items greater than $50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

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

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

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

PHASE I RESPONSE FORMAT

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 page cover letter)

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, as required herein.

1.3.1 Request for Qualification Similar Experience. For each project that complies with the minimum requirements on Appendix C, Section C1,, submit project name, total contract award amount, completion date, scope of work, project contact information (phone and email); and prime proposer's role in project. (1 page per project)

TAB 2	Project Team

Prime Proposer shall submit a design-build team organizational structure that has a sufficient number of professionals and other personnel to perform the work, including:

1. **Organizational Chart.** An organizational chart depicting the structure and lines of authority and communication. A narrative that describes the intended structure regarding project management, accountability and compliance with the terms of the RFP. (1 page)
2. **Key Personnel.** Identify all key personnel, including the Project Manager, who will be assigned to the Project and their intended functions and responsibilities. Also indicate the percentage of time commitment of each key person on this Project. (2 pages)
3. **Resumes.** Resumes of the team's key personnel who will be assigned to the Project that demonstrate their experience and qualifications, education and performance record. The Prime Proposer shall include the above listed information for the following proposed project team members: (1 page per resume)
    a. Design/Build Project Manager
    b. Construction Manager
    c. Construction Superintendent for the DBF and other major subcontractors.

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d. Lead Designer Design Manager

e. Project engineer (s)

f. Surveyor

4. **Evidence of Prior Working Experience.** Submit evidence that the proposed team has successfully collaborated on prior projects. For each project, submit project name, brief description of project, date of completion, owner's representative, and owner's representative contact information. Include Projects which illustrate experience within the Miami Beach and/or coastal communities. (1 page per project)

5. **Other.** Provide any other information the Proposer believes will help the City understand and evaluate the team's capabilities. (1 page)

TAB 3 **Design/Build Firm (Prime Proposer) Experience & Qualifications**

Qualifications of Firm. Describe experience and qualifications of the Prime Respondent in providing the services detailed herein.

1. **Company Information:** Provide background information, including company history, years in business, number of employees, and any other information communicating capabilities and experience. (1 page)

2. **Company's List of Similar Experience and Qualifications:** Provide a list of the company's experience and qualifications with the services detailed herein. Provide a table that includes the following information: agency name, project name, type of project (right-of-way, design/build, etc.), percentage completed, anticipated completion date, your firm's role (i.e. design/build, lead designer, lead constructor). (1 page)

3. **Relevant Experience:** Summarize (3) of the company's most similar projects of comparable size and scope where similar services to those described in this RFP have been provided. Projects must illustrate familiarity with all of the following aspects: urban road reconstruction including: drainage, water and sewer replacement, utility coordination, dewatering impacts and mitigation to abutting properties, construction staging and maintenance of traffic. (1 page per project) For each project include:

   a. Project name and location
   b. Project description
   c. Date of project completion
   d. Awarded contract amount and final contract amount
   e. Original contract duration and final contract duration.
   f. Number of change orders. Indicate firm's role in the project (design/builder, lead designer, or lead constructor).
   g. The names of the key project managers, highlighting any individuals who also worked on this project.
   h. Reference contact information (including name, address, telephone number and e-mail address).

4. **Safety Record:** Provide the firm's Experience Modification Rate (EMR) data for the previous three (3) full calendar years on a firm-wide basis, which shall be documented by a signed letter with contact information from the firm's insurance carrier, or the insurance carrier's agency representative.

5. **Dun & Bradstreet Supplier Qualifier Report:** At the request of the City the Design/Build Firm shall pay D&B to send the Supplier Qualifier Report (SQR) to the City through electronic means kristybada@miamibeachfl.gov. The cost of the preparation of the D&B report shall be the responsibility of the Proposer. The proposer can request the report from D&B at:

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

6. **Insurance:** Provide a letter from Proposer's insurer on the insurer company letterhead that the insurer can provide levels of coverage to the Proposer as indicated in Appendix E – Insurance Requirements.

7. **Minority/Women-owned Business Enterprise (MWBE) or Small/Disadvantaged Business Enterprise (S/DBE).** WMBE and S/DBE utilization is encouraged. For applicable firm or team members submit certification from either The State of Florida Office of Supplier Diversity or Miami Dade County.

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TAB 4	Lead Designer Experience & Qualifications

Qualifications of Firm. Describe experience and qualifications in providing in providing the services detailed herein.

1. **Company Information:** Provide background information, including company history, years in business, number of employees, and any other information communicating capabilities and experience. (1 page)
2. **Company's List of Similar Experience and Qualifications:** Provide a list of the company's experience in providing the services detailed herein. Provide a table to include the following information: agency name, project name, type of project, percentage completed, anticipated completion date, your firm's role (i.e. lead designer) (1 page).
3. **Florida Registration:** Provide evidence of professional registration pursuant to Chapter 287.055, Florida Statues, the Consultants Competitive Negotiations Act (CCNA).
4. **Relevant Experience:** Summarize the company's most similar design projects of comparable size and scope where similar services to those described in this RFP have been provided. Projects must illustrate familiarity with the following aspects: urban road design including horizontal and vertical alignment; pavement, closed drainage systems including pumpstations; water and sewer replacement, extensive utility coordination; signing and marking; signalization; street lighting and maintenance of traffic. Provide projects where impacts to adjacent properties were mitigated during design. (1 page per project). For each project include:
   a. Project name and location
   b. Project description
   c. Date of project completion
   d. Awarded contract amount for the design portion.
   e. List of permits applied for and obtained.
   f. The names of the key project engineers, highlighting any individuals who will also work on this project
   g. Reference contact information (including address, telephone number and e-mail address).

TAB 5	Forms

Provide Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed. The Certification, Questionnaire & Requirements Affidavit (Appendix A) must be signed by the Prime Proposer.

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

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PHASE II RESPONSE FORMAT (TECHNICAL PROPOSAL)

In order to maintain comparability, facilitate the review process, and assist the Evaluation Committee in review of responses, it is recommended that responses be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittals should be bound and 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. Proposers should prepare narratives, specification etc. on 8.5 x 11 paper. All Plans shall be provided bound flat not in a 3-ring binder with 11"x17" paper containing a title block, drawing titles, dated and numbered. Please feel free to include other materials, such as covers, appendices, brochures, etc. at your discretion.

Due Diligence and Site Inspections: It is the responsibility of each Proposer, before submitting the Phase II proposal, to:

- Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work;
- Take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award;
- Study and carefully correlate Proposer's observations with the RFP; and

The submission of a proposal shall constitute an incontrovertible representation by proposer that proposer has complied with the above requirements and understands all terms and conditions for performance and furnishing of the Work.

The City reserves the right to require additional information to determine financial capability. Proposer shall have ten (10) calendar days respond to such a request.

TAB 1	Project Technical Proposal
The Technical Proposal shall document team's understanding of the project, major design elements, materials and methods. The Technical Proposal shall be developed using narratives, tables, charts, plots, drawings and conceptual sketches as appropriate. The technical proposal shall be insufficient detail to allow the City to evaluate its compliance with the design criteria package, including major systems and requirements.	
TAB 2	**Subcontractor Experience & Qualifications**
Qualifications of Key Subcontractors. For each key construction subcontractor (whose value of work exceeds $500,000) describe experience and qualifications as detailed below. 1. **Company Information:** Provide background information, including company history, years in business, number of employees, and any other information communicating capabilities and experience. (1- page) 2. **Company's List of Similar Experience and Qualifications:** Provide a list of the company's experience and qualifications with the Services detailed herein. Provide a table that includes the following information: agency name, project name, type of project right-of-way, design/build, etc.), work assigned. (1 page) 3. **Relevant Experience:** Summarize)(3) of the company's most similar projects of comparable size and scope where similar construction services have been provided. Please be specific of the actual work provided this firm that relates this this project. (1 page per project) For each project include: a. Project name and location b. Project description c. Date of project completion d. Amount of contract amount for the portion of the work provided by this firm. e. Reference contact information	
TAB 3	**Approach & Methodology Plan**

Proposer shall, at a minimum, address the following factors:

1. The Proposer shall illustrate complete understanding of the scope of work for all components of the project. The narrative shall address methodology, sequencing, maintenance of traffic (MOT) and phasing of the various work efforts.

2. The Proposer shall describe the efforts involved in coordinating with all utilities including but not limited to Florida Power and Light (FPL), AT&T and Atlantic Broadband (ABB).

3. Proposer shall clearly detail and present its approach to all required permitting issues, including but not limited to, water distribution system, stormwater drainage system, landscaping etc., relative to the applicable agency(ies) and entity(ies), e.g. City of Miami Beach, SFWMD, FDOT, FDEP, USACOE, Miami-Dade County RER, Fl. Dept. of Health, etc.

4. Proposer shall describe their Quality Assurance / Quality Control Plan ("QA/QC Plan") for the Work, including design, construction, coordination, implementation and completion of the Project. The Proposer shall explain its QA/QC Plan and the plan for any of its subconsultants or Subcontractors, namely the policies and procedures that will be used to assure the complete and the accurate management of the Project.

5. Proposer must perform at least sixty percent (60%) of the construction work with the firm's own forces.

6. Proposer shall provide summary narrative inclusive of the proposer's project understanding, scheduling including key performance and success factors, and the proposed design and construction approach which highlights the main attributes and benefits of this approach.

7. Proposer shall describe the technical approach, and provide calculations and drawings as applicable, to sufficiently demonstrate the following:
   a. Roadway typical plan and profile
   b. Anticipated utility impacts and how to effectively coordinate with private utilities.
   c. Anticipated adjacent property impacts due to grade differential and how to effectively coordinate with property owners.
   d. Planned supplementary geotechnical investigations, or environmental/ contamination surveys/assessments by the proposer to support or validate the proposer's design approach, if any.

8. Proposer shall describe the project schedule approach utilizing the Critical Path Method
   a. Schedule shall utilize calendar days,
   b. Weekend and City Holidays shall not be considered work days

9. Proposer shall describe the planned environmental quality management approach by demonstrating the following:
   a. Approach to minimize community impacts from, construction noise, dust and vibration.
   b. Correcting any resultant settlement and / or damage to any existing structures that are a consequence of the Proposer's construction activities.
   c. Prevention or containment of any discharges caused by the proposed work.
   d. Pre-treatment of construction water prior to disposal to ensure compliance with permit requirements.

10. It is the objective of the City that, at a minimum, 60% of the construction portion of the project defined herein shall be performed directly by the Prime Contractor (rather than through sub-contractors). To evaluate compliance with this objective, proposers shall submit a schedule, by Construction Specification Institute (CSI) Division, denoting which sections of the scope shall be performed directly by the Prime Contractor (with its own forces) and which sections are intended to be subcontracted.

11. Describe plan on how construction staging areas, pedestrian paths, vehicular traffic patterns, etc. will be handled in order to mitigate disruption.

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TAB 4	Project Schedule

The Proposer shall submit a Preliminary CPM Project Schedule covering the period from NTP to Final Completion with the submittal which will be the initial Project Baseline Schedule. The Preliminary Project Schedule shall include all major design, permitting, procurement and construction, testing and commissioning activities and meet the stated Contract Dates and any other suggested major milestones. Activities shall indicate their associated phasing and dependence with other activities, and highlight the main, coordination efforts and issues requiring the City's involvement and necessary reviews.

At a minimum, the Preliminary Project Schedule must address the following milestones and activities:

- Design Schedule & Submittals
- Design Phase Reviews by the City – Assume 4 weeks
- Community Involvement
- Permitting
- Utility Coordination/Relocation
- Start and completion of Construction, Testing and Commissioning
- Substantial Completion and Final Completion Dates for all Work.

TAB 5	Cost Proposal (MUST BE SUBMITTED IN A SEALED ENVELOPE)

Submit a Guaranteed Maximum Price (GMP) Lump Sum Price for delivering the completed Project consistent with the Design Criteria Package. Utilize Appendix D – Cost Tender Form to submit your GMP. Cost Tender Form shall be submitted in a sealed envelope included with the original proposal only. Copies of Proposal, as well as electronic versions, shall omit the Cost Tender Form.

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SECTION 0400 PROPOSAL EVALUATION

The Evaluation Process will be conducted in two phases.

PHASE I EVALUATION PROCESS

1. Two Step Evaluation. The evaluation of responsive proposals in Phase 1 will proceed in a two-step process. The first step (Step 1) will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step (Step 2) will consist of quantitative criteria established below to be added to the first step scores by the Procurement Department. The City reserves the right to engage the advice of its consultant, DCP or other technical experts in assisting the Evaluation Committee in the review of proposals received.

2. Phase I / Step 1 Evaluation (100 Points). An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. In doing so, the Evaluation Committee may:

- review and score all proposals received, with or without conducting interview sessions; or
- review all proposals received and short-list one or more Proposers to be further considered during subsequent interview session(s) (using the same criteria).

Proposers will be evaluated on the following criteria (100 maximum possible points):

- Project Team (30 Points)
- Design/Build Firm Experience & Qualifications (40 Points)
- Lead Designer Experience & Qualifications (30 Points)

3. Phase I / Step 2 Evaluation (10 Points). Following the results of Step 1 Evaluation Qualitative criteria, the proposers may receive additional points to be added by the Procurement Department to those points earned in Step 1, as follows.

- Veterans and State-Certified Service-Disabled Veteran Business Enterprise (5 points)

- Prime Proposer Volume of Work (0-5 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

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4. Determination of Phase I & II Ranking. Phase I & II/Step 1 scores (by the Evaluation Committee) and Phase I & II /Step 2 scores (by the Procurement Department) will be converted to rankings in accordance with the following example:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	10	7	5
	Total	92	84	85
	Rank	1	3	2
Committee Member 2	Step 1 Points	90	85	72
	Step 2 Points	10	7	5
	Total	100	92	79
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	10	7	5
	Total	90	81	72
	Rank	1	2	3
Low Aggregate Score		**3**	**7**	**8**
Phase I Ranking		**1**	**2**	**3**

If fewer than three responsive proposals are received by the City or if all responsive proposals received are determined by City Manager to be qualified for Phase II, Phase II may proceed without interruption or additional approvals following Phase I. Otherwise, the City Manager may submit a recommendation to the City Commission to short-list one or more proposers at the conclusion of the Phase I evaluation. Following City Commission approval of the City Manager's recommendation pursuant to Phase I of the RFP, the short-listed proposers will be allotted approximately 45 days to prepare a detailed technical proposal for the Project. The short-listed proposers will also be provided, via addendum, with the formal Design Criteria Package (DCP) and the Design/Building Agreement. Following Phase I short-listing and prior to receipt of proposals pursuant to Phase II, the City may issue further information and clarifications via Addenda to the short-listed proposers, including (but not limited to) any amendments to the Design Criteria Package, cost tender form, form of contract, and other informational items or requirements necessary for the short-listed proposers to submit its Phase II proposals. Additionally, the City will conduct a pre-submittal conference with short-listed proposer to facilitate project understanding and consider any project specific questions from the short-listed proposers. Phase II proposals will be evaluated in accordance with the criteria established in Section 0400 for Phase II Evaluation.

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PHASE II EVALUATION PROCESS

The Phase II evaluation process shall be completed by a Technical Review Committee, appointed by the City Manager, who may be different than the Evaluation Committee, who shall meet to evaluate each short-listed response and technical package in accordance with the criteria established below. In doing so, the Evaluation Committee will:

a. Interview short-listed proposers, if deemed necessary.
b. Receive input from a Technical Review by City Staff, the Design Criteria Professional, and other City advisors
c. Recommend the Voluntary Alternate Proposals to accept, if any
d. Score proposers utilizing the Evaluation Criteria

Proposers will be evaluated on the following criteria (100 maximum possible points):

- Technical Proposals (25 Points)
- Subcontractor Experience & Qualifications (5 Points)
- Approach & Methodology Plan (10 Points)
- Project Schedule (10 Points)
- Lowest GMP (50 Points)*

* Sealed Cost Proposals will be opened at the conclusion of the review of Technical Proposals by the Evaluation Committee.

Each proposed GMP shall be scored as follows:

Sample Objective Formula for Cost				
Vendor	**Lump Sum Price**	**Example Maximum Allowable Points** (Points noted are for illustrative purposes only. Actual points are noted above.)	**Formula for Calculating Points** (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) **Round to**	**Total Points Awarded**
Vendor A	$100.00	20	**$100 / $100 X 20 = 20**	20
Vendor B	$150.00	20	**$100 / $150 X 20 = 13**	13
Vendor C	$200.00	20	**$100 / $200 X 20 = 10**	10

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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SECTION 0500 CITY OF MIAMI BEACH LICENSES, PERMITS AND FEES

Each license, permit or fee a Contractor will have to pay the City before or during construction or the percentage method or unit method of all licenses, permits and fees **REQUIRED BY THE CITY AND PAYABLE TO THE CITY** by virtue of this construction as part of the Contract is as follows:

The City of Miami Beach will require occupational licenses for Contractors as well as sub-contractors.

Licenses, permits and fees which may be required by Miami-Dade County, the State of Florida, or other governmental entities are not included in the above list, but are listed as attached (next page) and included as an allowance in the proposal.

1. Occupational licenses from City of Miami Beach firms will be required to be submitted within fifteen (15) days of notification of intent to award.

2. Occupational licenses will be required pursuant to Chapter 205.065 Florida Statutes.

NOTE: **a) If the Contractor is a State of Florida Certified Contractor the following will be required:**

1) **Copy of State Contractors Certification**
2) **Place of Business Occupational License**
3) **Liability and Property Damage Insurance Certificate made to City of Miami Beach**
4) **Workers compensation or the exemption**

b) If a Dade County Licensed Contractor:

1) **Dade Certificate of Competency in the Discipline Licensed**
2) **Municipal Contractors Occupational License**
3) **Liability and Property damage Insurance Certificate made to City of Miami Beach**
4) **Workers Compensation or the exemption**

NOTE: PLEASE PROVIDE COPIES OF ALL YOUR LICENSES AND CORPORATE CERTIFICATES WITH YOUR PROPOSAL RESPONSE.

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REQUEST FOR PROPOSALS (RFP) No. 2016-166-KB
DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD

Note: The Proposer shall obtain and pay for all permits required for execution of the work; provided however, that the City will waive Public Works Department Right-of-Way permit fees.

PERMITS

I. MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER) (formerly DERM).

- Class I Permit for Construction of Seawall
- Class II Permit for Construction of Drainage System with Outfall.
- Class V Dewatering Permit
- Drainage Well Permit
- File Notice of commencement with SFWMD and RER

II. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)

- Notice of Intent to Use Generic Permit for Storm Water Discharge from Large and Small Construction Activities
- National Pollutant Discharge Elimination System (NPDES) permit
- Notice of Intent to use the General PermitFor Construction of Watermain Extensions for PWs
- Notification/Application For Constructing A Domestic Wastewater Collection/Transmission System

III. FLORIDA POWER AND LIGHT (FPL)

IV. CITY OF MIAMI BEACH PUBLIC WORKS DEPARTMENT

- ROW Permit - Fee to be waived.
- Building Department - Plumbing, Structural, Electrical - Fees to be waived with the exception of Dade County fees
- Notice of Commencement Permit

V. SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) Environmental Resource Permit (ERP)

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APPENDIX A

MIAMIBEACH

Proposal Certification, Questionnaire & Requirements Affidavit

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RFP NO. 2016-166-KB
DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD

PROCUREMENT DEPARTMENT
1755 Meridian Avenue , 3rd Floor
Miami Beach, Florida 33139

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

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

1. General Proposer Information.

FIRM NAME:	
No of Years in Business:	No of Years in Business Locally:
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: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

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

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

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

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

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

[ ] YES [ ] NO

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

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

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

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

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

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

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

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

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

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

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

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

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

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

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

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

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

DISCLOSURE AND DISCLAIMER SECTION

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

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

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

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

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

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

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

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

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

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

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

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

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PROPOSER CERTIFICATION

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

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

State of FLORIDA)
)
County of _____)

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

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

APPENDIX B

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"No Bid" Form

RFP NO. 2016-166-KB
DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD

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PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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

Statement of No Bid

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

___ Workload does not allow us to proposal

___Insufficient time to respond

___ Specifications unclear or too restrictive

___ Unable to meet specifications

___Unable to meet service requirements

___Unable to meet insurance requirements

___Do not offer this product/service

___OTHER. (Please specify)

_____

_____

_____

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

Signature:_____

Title:_____

Legal Company Name:_____

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

PLEASE RETURN TO:
CITY OF MIAMI BEACH
PROCUREMENT DEPT.
ATTN: **Kristy Bada**
STATEMENTS OF QUALIFICATIONS **#2016-166-KB**
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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APPENDIX C

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Minimum Requirements & Specifications

RFP NO. 2016-166-KB
DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD

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PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. Design/Build Firm must be licensed as a General Contractor or Underground Utility Contractor in the State of Florida.
   Submittal Requirement: Submit a copy of the required license(s).

2. Design/Build Firm shall have successfully completed the construction of two (2) projects similar in scope, cost and volume in the past ten (10) years as the prime contractor or Design/Build Firm. Successfully completed means that the project has reached final completion and that there are no pending issues.
   Submittal Requirement: Project name and location; project description; original and final contract duration, original and final cost of the project; date of completion, owner's representative, and owner's representative contact information. (1 page per project)

3. The design lead consultant shall have successfully completed the design of two (2) projects similar to this project within the past ten (10) years. Successfully completed means that the project has reached final design and project is either ready for construction or under construction or construction has been completed. Development of design criteria packages are not considered similar.
   Submittal Requirement: Project name and location; project description; original and final contract duration, original and final cost of the project; date of completion, owner's representative, and owner's representative contact information. (1 page per project)

4. Design/Build Firm or its design consultant shall have successfully permitted two (2) projects similar to this project within the past ten (10) years with environmental agencies such as Dade County, South Florida Water Management District; Army Corps of Engineers, etc.
   Submittal Requirement: Project name and location; project description; original and final contract duration, original and final cost of the project; date of completion, owner's representative, and owner's representative contact information. (1 page per project)

5. Design/Build Firm or its design consultant shall have successfully completed the design for deep underground structures and seawalls of at least three (3) projects during the last 10 years.
   Submittal Requirement: Project name and location; project description; original and final contract duration, original and final cost of the project; date of completion, owner's representative, and owner's representative contact information. (1 page per project)

6. Design/Build Firm or team member must be pre-qualified under Miami-Dade County, Internal Services Department, Procurement Management Services Division, for the following categories:
   - 3.02 - Highway Systems – Highway Design
   - 3.09 – Highway Systems – Signing, Pavement Marking, Channel

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- 3.10 – Highway Lighting
- 6.01 – W & S System – Water Distribution and Sanitary Sewage Collection
- 9.02 Soils, Foundations and material testing.
- 10.01 – Environmental Engineering – Stormwater Drainage Design
- 15.01 Land Surveying
- 15.03 Underground Utility Locations
- 16.00 – General Civil Engineering

Submittal Requirement: Submit a copy of the required pre-qualifications.

7. Proposer must have sufficient bonding capacity for a Payment and Performance Bond in an amount not less than $50 million.
   Submittal Requirement: Provide a letter from a Surety firm affirming that the Proposer has sufficient bonding capacity to provide performance and payment bonds in an amount not less than $50 million for the project. The Surety firm shall be rated by AM Best as to be no less than A- (Excellent). The statement of bonding capacity shall be directly from the Surety firm on its official letterhead and signed by an authorized agent of the firm.

C2. Statement of Work Required.

The purpose of this RFP is to contract with a Design/Build Firm for for Right Of Way Infrastructure Improvement Program For Neighborhood No. 5: La Gorce Neighborhood. Proposals received pursuant to this RFP will be evaluated in a two-phased process (Phase I and Phase II). Phase I Proposers will be evaluated in accordance with the criteria established in Section 0400 for Phase I Evaluation. Following City Commission selection of the short-listed proposers pursuant to Phase I of the RFP, the short-listed proposers will be allotted approximately 45 days to prepare a detailed technical proposal for the Project. The short-listed proposers will also be provided, via addendum, with the formal Design Criteria Package (DCP) and Design/Build Agreement. Following Phase I short-listing and prior to receipt of proposals pursuant to Phase II, the City may issue further information and clarifications via Addenda to the short-listed proposers, including (but not limited to) any amendments to the Design Criteria Package, cost tender form, form of contract, and other informational items or requirements necessary for the short-listed proposers to submit its Phase II proposals. Additionally, the City will conduct a pre-submittal conference with short-listed proposers to facilitate project understanding and consider any project specific questions from the short-listed proposers. Phase II proposals will be evaluated in accordance with the criteria established in Section 0400 for Phase II Evaluation. Following City Commission approval of the City Managers recommendation pursuant to Phase II, the City will enter into contract negotiations and execution.

Scope of Work:

The work contemplated under this proposed contract comprises the design, permitting, community outreach for, construction administration and the construction of the infrastructure site work for Right of Way Infrastructure Improvement Program for Neighborhood No. 5: La Gorce Neighborhood. The work will include but not limited to site preparation; earthwork, roadway reconstruction, water main installation and water services relocation; and storm drainage infrastructure installation, street lighting, pedestrian lighting, signalization, landscaping and streetscape improvements. In addition to construction related services, the project will require engineering design, permitting, surveying services, utility locations, landscape architecture, and

potentially geotechnical services.

The scope of the work shall incorporate the following general areas of work as well as all miscellaneous construction necessary to accomplish these major goals.

1. Water main improvements consist of the removal of the existing old water mains and installation of new water mains and services including new water meters with automated meter reader technology. Service lines will be relocated to the front of the properties within existing City right-of-Way in areas where the service lines are in easements at the back of properties. Water service must be maintained at all times.

2. Roadway Reconstruction and Streetscape Improvements consisting of the removal of encroachments and the complete reconstruction of the roadway cross section including a designed profile and cross slope - raising the roadbed and minimum road crown elevations of 3.7 NAVD, and harmonization of driveways. Utilizing an updated survey containing finished floor (FFE) data, all road right-of-ways within the limits of the project shall be reconstructed to newly targeted elevations as requested by Owner. Additional design considerations will be made to maintain positive drainage away from the private lots. Street Lighting improvements and enhanced signage along each street will be considered.

3. Stormwater System Improvements consisting of the removal of the existing drainage system and the design and construction of an interconnected drainage system to include new piping, catch basins, manholes, and the connecting to existing outfalls or new upsized outfalls via six (6) new pump stations. For a total drainage area of 224 acres, a preliminary design suggests 6 pump stations, each with three (3) 20,000 GPM low head axial pumps. The Drainage Report will be included as part of the DCP for this project.

4. Gravity Sewer Improvements consists of the replacement of approximately 560LF of 12" diameter terra cotta gravity line with 15" diameter PVC pipes. Existing sanitary pipes in the Neighborhood that have not been lined, will be lined. Sanitary map showing pipes to be lined will be included as part of the DCP. Sewer service shall be maintained at all times.

Design and construction for bike lanes, multi-use paths and sidewalks as depicted on the typical sections in the Bicycle Pedestrian Master Plan that will be included as part of the DCP for this project.

Proposed Budget:
The City of Miami Beach's Public Works budget for the proposed project is $50 Million.

Project Duration: The Design/Build Firm must complete the Work by the following durations, which exclude the warranty administrative period.

- Design & Permitting Phase: 365 Days from the issuance of Notice to Proceed (NTP)
- Substantial Completion: 720Calendar Days from NTP.
- Final Completion: 90 Calendar Days from date of attaining Substantial Completion.

If the Design/Build Firm does not achieve Substantial Completion by the established Substantial

Completion Contract Date, Liquidated Damages (LDs) will be assessed in the amount of $3,900 per calendar day, which will be paid to the City by the Design/Build Firm. If the Design/Build Firm does not achieve Final Completion by the established Final Completion Contract Date, LDs will be assessed in the amount of $1,000.00 per calendar day, which will be paid to the City by the Design/Build Firm. LDs will be cumulative if both the Substantial Completion Contract Date and the Final Completion Contract Date are exceeded. All assessments of LDs to the Design/Build Firm may be adjustments to payments due to the Design/Build Firm.

Location of Work:

The La Gorce Neighborhood including North Bay Road from 51st Street to Pine Tree Drive, area north of 63rd Street to La Gorce Island and the area to the east of Alton Road bounded on the north by the La Gorce Golf Course, on the east by Surprise Waterway and Pine Tree Drive and on the south by Surprise Waterway.

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APPENDIX D

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Special Conditions

RFP NO. 2016-166-KB
DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD

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PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. TERM OF CONTRACT. Not Applicable.

2. OPTIONS TO RENEW. Not Applicable.

3. PRICES. Not Applicable.

4. EXAMINATION OF FACILITIES. Not Applicable.

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

6. PERFORMANCE BOND. Not Applicable.

7. REQUIRED CERTIFICATIONS. Not Applicable.

8. SHIPPING TERMS. Not Applicable.

9. DELIVERY REQUIREMENTS. Not Applicable.

10. WARRANTY REQUIREMENTS. Not Applicable.

11. BACKGROUND CHECKS. Not Applicable.

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

13. ADDITIONAL TERMS OR CONDITIONS. This RFP, 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. CHANGE OF PROJECT MANAGER. A change in the Consultant's project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager or public information officer shall not be made without submitting a resume for the

replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).

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

16. 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

Cost Tender Form (SAMPLE ONLY)

Actual Cost Tender Form shall be provided to short-listed firms at the conclusion of Phase I Evaluation.

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RFP NO. 2016-166-KB
DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Section 1 – Certification

The undersigned, as Proposer, hereby declares that the only persons interested in this proposal as principal are named herein and that no person other than herein mentioned has any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, firm, or parties making a proposal; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Proposer further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the proposals, as acknowledged below; and that it has satisfied itself about the Work to be performed; and all other required information with the proposal; and that this proposal is submitted voluntarily and willingly.

The Proposer agrees, if this proposal is accepted, to contract with the City, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project entitled:

REQUEST FOR PROPOSALS (RFP) No. 2016-166-KB
DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD

The Proposer also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security, if permitted by the City, each for not less than the total proposal price plus alternates, if any, provided in the RFP Price Form in Section 00408 and to furnish the required Certificate(s) of Insurance.

In the event of arithmetical errors between the division totals and the total base proposal in the RFP Price Form, the Proposer agrees that the total base proposal shall govern. In the event of a discrepancy between the numerical total base proposal and the written total base proposal, the written total base proposal shall govern. In absence of totals submitted for any division cost, the City shall interpret as no proposal for the division, which may disqualify the Proposer.

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

State of FLORIDA)
)
_____)

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

_____

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

Section 2 – GUARANTEED MAXIMUM PRICE (GMP) - SAMPLE

REQUEST FOR PROPOSALS (RFP)
No. 2016-166-KB
DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD FURTHER BREAKDOWN OF LINE ITEMS INDICATED MAY BE PROVIDED AT THE DISCRETION OF THE PROPOSER

DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL AMOUNT
ROADWAY PAY ITEMS				
CLEAR AND GRUBBING	1	LS		
EMBANKMENT	1	LS		
TYPE B STABILIZATION (12")	1	LS		
OPTIONAL BASE	1	LS		
GEOFABRIC	1	LS		
TYPE S-III ASPHALTIC CONC.	1	LS		
CONCRETE CURB & GUTTER, TYPE F	1	LS		
CONCRETE SIDEWALK, 4" THICK	1	LS		
CONCRETE SIDEWALK 6" THICK DW	1	LS		
BRICK AND PAVERS	1	LS		
RETAINING WALL	1	LS		
HANDRAIL	1	LS		
SOD(BAHIA)	1	LS		
DEMUCK/BACKFILL OF NEW WATER,SEWER AND DRAINAGE SYSTEMS & INCLUDE DEMUCK/BACKFILL TO REMOVE EXISTING UTILITES	1	LS		
DRAINAGE PAY ITEMS				
PUMPSTATION	6			
CURB INLETS	1	LS		
MANHOLES	1	LS		
YARD DRAIN (W/ PIPE CONNECTION TO STORM SYSTEM)	1	LS		
18" PIPE	1	LS		
24" PIPE	1	LS		
48" PIPE	1	LS		
TRENCH DRAIN (W/ PIPE CONNECTION TO STORM SEWER)	1	LS		
WATER PAY ITEMS				
CONNECT TO EXISTING 8" WM	1	LS		
CONNECT TO EXISTING 12" WM	1	LS		
CONNECT TO EXISTING 20" WM	1	LS		
4" DIP WM (W/FITTINGS)	1	LS		
8" DIP WM (W/FITTINGS)	1	LS		
12" DIP WM (W/FITTINGS)	1	LS		
20" DIP WM (W/FITTINGS)	1	LS		
4" GATE VALVES	1	LS		
8" GATE VALVES	1	LS		
12" GATE VALVES	1	LS		
20" GATE VALVES	1	LS		
WATER SERVICES W/ AMR METERS	1	LS		

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FIRE HYDRANT	1	LS		
SEWER PAY ITEMS				
8" C-900 GRAVITY SEWER	1	LS		
10" C-900 GRAVITY SEWER	1	LS		
12" C-900 GRAVITY SEWER	1	LS		
15" C-905 GRAVITY SEWER	1	LS		
SERVICE CONNECTIONS	1	LS		
MANHOLE	1	LS		
PAVEMENT MARKINGS AND LIGHTING				
SIGNING AND MARKINGS	1	LS		
SIGNILIZED INTERSECTION 17TH AND WEST	1	LS		
SIGNILIZED INTERSECTION 16TH AND WEST	1	LS		
SIGNILIZED INTERSECTION 15TH AND WEST	1	LS		
STREET LIGHTING	1	LS		
PEDESTRIAN LIGHTING	1	LS		
ALLOWANCE PERMITS	1	LS	$50,000.00	$50,000.00
ALLOWANCE MATERIAL TESTING	1	LS	25,000.00	25,000.00
CONSIDERATION FOR INDEMNIFICATION OF CITY	1	LS	$25.00	$25.00
COST FOR COMPLIANCE TO ALL FEDERAL AND STATE REQUIRENMENTS OF THE TRENCH SAFETY ACT	1	LS	$25.00	$25.00
MOT	1	LS		
MOBILIZATION/GENERAL CONDITIONS	1	LS		
ENGINEERING	1	LS		
BONDS AND INSURANCE	1	LS		
TOTAL LA GORCE				
OWNER CONTROLLED PROJECT CONTINGENCY 10% OF TOTAL GMP LA GORCE	10	%		
TOTAL GMP LA GORCE				

ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE CONSIDERED PART OF THE PROPOSAL MUST BE SUBMITTED IN DUPLICATE.

WRITTEN TOTAL: _____

PROPOSER (Print): _____

ADDRESS: _____

CITY/STATE: _____ **ZIP:** _____

FEDERAL I.D. #: _____

NAME/TITLE OF REPRESENTATIVE (Print): _____

SIGNED: _____

(I certify that I am authorized to execute this proposal and commit the proposing firm)

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APPENDIX F

MIAMIBEACH

Insurance Requirements

RFP NO. 2016-166-KB
DESIGN/BUILD SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM FOR NEIGHBORHOOD NO. 5: LA GORCE NEIGHBORHOOD

DRAFT

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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.

E. Installation Floater Insurance including coverage for material & equipment to be installed during the course of this project. City of Miami Beach shall be included as a Named Insured on this policy, as its insurable interest may appear. This policy shall remain in force until acceptance of the project by the City.

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
1755 MERIDIAN AVENUE
3rd FLOOR
MIAMI BEACH, FL 33139

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

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

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Condensed Title:

REQUEST APPROVAL TO EXERCISE TERM RENEWAL OPTIONS ON CONTRACTS FOR ROUTINE OPERATIONAL REQUIREMENTS

Key Intended Outcome Supported:

Streamline The Delivery Of Services Through All Departments

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

Item Summary/Recommendation:

As is customary, many of the City's agreements resulting from competitive solicitations include renewal clauses that allow for the extension of contract terms for a certain number of renewal periods beyond the original contract term, as may be stipulated in the solicitation or resulting contract. The renewal periods allow the City to continue to acquire the necessary goods and services from reputable contractors at prices established through competitive solicitations. In its due diligence process for consideration of contract renewal options, the Administration has considered: cost considerations, including any increases to the CPI-U index by the Bureau of Labor Statistics indicating changes in the supply market pricing conditions, contractor performance and risk management considerations (e.g., insurance and bonds, as applicable). Additionally, the contract renewals are applicable to the contract period only and do not alter other terms and conditions of the contract or the scope of the procurement. Any changes to the scope of the original contract shall be presented under a separate item individually or require a new procurement process altogether.

The purpose of this item is to request authority to renew the competitively solicited contract(s) for routine operational listed herein which are eligible for renewal. The justification for renewing the listed contract(s) is included with the contract information.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission approve the extension of contracts for routine operational requirements, awarded through competitive solicitations, with The Administration recommends that the Mayor and City Commission approve the extension of agreement with Under Power Corporation.

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 C2D
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales City Manager

DATE: July 13, 2016

SUBJECT: **REQUEST APPROVAL TO EXERCISE TERM RENEWAL OPTIONS ON CONTRACTS FOR ROUTINE OPERATIONAL REQUIREMENTS**

ADMINISTRATION RECOMMENDATION

Approve the recommendation.

BACKGROUND

As is customary, many of the City's agreements resulting from competitive solicitations include renewal clauses that allow for the extension of contract terms for a certain number of renewal periods beyond the original contract term, as may be stipulated in the solicitation or resulting contract. The renewal periods allow the City to continue to acquire the necessary goods and services from reputable contractors at prices established through competitive solicitations. In its due diligence process for consideration of contract renewal options, the Administration has considered 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. The justification for renewing the listed contract(s) is included with the contract information.

Contract Number: ITB 44-11/12	Expiration Date: August 21, 2016	Renewal Period: Month to Month
Title: Maintenance of Street Lighting on State Roads within the Miami Beach City.		
Contractor: Under Power Corporation		
Brief Scope: The purpose of this Agreement is for the vendor to supply labor, materials, tools and equipment necessary to provide street lighting maintenance for State roads within the limits of the City of Miami Beach on an as needed basis.		
Pursuant to the Agreement, Under Power Corporation performs scheduled maintenance and repair work on the street lights along State road within the City. The maintenance of the street lights was assumed by the City as a result of the City-wide WIFI system previously in operation. Since the Agreement for the City-wide WIFI system has been terminated, the Public Works Department is researching whether it is more beneficial for the City to continue to maintain these lights or whether they should be returned to FDOT. Until the research is completed, the City will issue an Invitation to Bid (ITB) in July 2016 with an expected date of award on September 14, 2016. Therefore, it is in the City's best interest to extend the agreement on a month to month basis until a replacement agreement is executed. Contract pricing have remained constant despite a 1.4% increase in the CPI-U for the local area since the inception of the Agreement in August 22, 2012.		

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the extension of the agreement with Under Power Corporation for the maintenance of street lighting on State roads within the Miami Beach City.

JLM/JMT/AD/ME/AG

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Condensed Title:

REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2016-128-KB FOR MIDDLE BEACH RECREATIONAL CORRIDOR (MBRC) PHASE II - SECTION 1 (FROM 53RD STREET TO 64TH STREET).

Key Intended Outcome Supported:

Build and Maintain Priority Infrastructure with Full Accountability.

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

Item Summary/Recommendation:

The Middle Beach Recreational Corridor project is a part of the larger Atlantic Greenway Network (AGN), which is a system of bikeways/pathways designed to promote alternative transportation. The Commission instructed staff to redesign the pathway to a wider width of 25 feet where possible to better accommodate pedestrians and bicyclists. The path will continue the Middle Beach Recreational Corridor from 53rd street to 64th street.

The scope of work under this ITB consists of the construction of an on-grade ADA compliant pedestrian paver walkway, with bollard lights, landscaping and irrigation. The path will run north from approximately 53rd street to Allison Park at 64th Street. Exotic dune vegetation will be removed and replaced with dune enhancements such as native dune vegetation species and beach compatible dune fill and irrigation will be provided for the landscaping. The proposed path lighting will meet Florida Fish and Wildlife Commission's marine turtle nesting requirements.

ITB No. 2016-128-KB, was issued on April 20, 2016, with a bid opening date of June 22, 2016. Four (4) addenda were issued. The Procurement Department issued bid notices to over 900 companies utilizing www.publicpurchase.com website and over 100 companies via email notification. Over 100 prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of seven (7) responses from: Allied Contractors, Inc., J.R.T. Construction, Co., FHP Tectonics Corp., H.A. Contracting Corp., Team Contracting, Inc., Lynx Construction Management, and Superior Landscaping & Lawn Service, Inc. The bid submittal from Allied Contractors, Inc. failed to comply with the minimum requirements as stated in the ITB, and, accordingly, was deemed non-responsive.

The ITB resulted in a high level of competition, including new bidders to the City. After considering the bids received and staff's evaluation, I recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to J.R.T. Construction, Co., the lowest responsive, responsible bidder to the ITB; and further authorize the Mayor and City Clerk to execute the contract. It is important to note that, while J.R.T. Construction, Co., has never been awarded a City contract, the references provided indicate that the firm is well qualified to do the work. Additionally, the Supplier Qualifier Report completed by Dun & Bradstreet indicates that the firm is at low risk of financial challenges.

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 2016-128-KB, for Middle Beach Recreational Corridor (MBRC) Phase II - Section 1 (From 53rd Street to 64th Street).

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$4,823,204.58	388-0820-069357-26-410-522-00-00-00-20330
	2		
OBPI	Total	$4,823,204.58	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD_____ DM_____	MT_____ EC_____	JLM_____

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MIAMIBEACH

AGENDA ITEM C2E

DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2016-128-KB FOR MIDDLE BEACH RECREATIONAL CORRIDOR (MBRC) PHASE II - SECTION 1 (FROM 53RD STREET TO 64TH STREET).**

KEY INTENDED OUTCOME

Build and Maintain Priority Infrastructure with Full Accountability.

FUNDING

The funding for this project is as follows:

388-0820-069357-26-410-522-00-00-00-20330 Total Amount $4,823,204.58

BACKGROUND INFORMATION

The Middle Beach Recreational Corridor project is a part of the larger Atlantic Greenway Network (AGN), which is a system of bikeways/pathways designed to promote alternative transportation. The Commission instructed staff to redesign the pathway to a wider width of 25 feet where possible to better accommodate pedestrians and bicyclists. The path will continue the Middle Beach Recreational Corridor from 53rd street to 64th street.

The scope of work under this ITB consists of the construction of an on-grade ADA compliant pedestrian paver walkway, with bollard lights, landscaping and irrigation. The path will run north from approximately 53rd street to Allison Park at 64th Street. Exotic dune vegetation will be removed and replaced with dune enhancements such as native dune vegetation species and beach compatible dune fill and irrigation will be provided for the landscaping. The proposed path lighting will meet Florida Fish and Wildlife Commission's marine turtle nesting requirements.

ITB PROCESS

ITB No. 2016-128-KB, was issued on April 20, 2016, with a bid opening date of June 22, 2016. Four (4) addenda were issued. The Procurement Department issued bid notices to over 900 companies utilizing www.publicpurchase.com website and over 100 companies via email notification. Over 100 prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of seven (7) responses from: Allied Contractors, Inc., J.R.T. Construction, Co., FHP Tectonics Corp., H.A. Contracting Corp., Team Contracting, Inc., Lynx Construction Management, and Superior Landscaping & Lawn Service, Inc. The bid submittal from Allied Contractors, Inc. failed to comply with the minimum requirements as stated in the ITB, and, accordingly, was 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 low bidder, J.R.T. Construction, Co. has met the requirements of the ITB, including:

1. **Licensing Requirements:** Bidder shall be State of Florida certified and licensed General Contractor to be considered for award and submit evidence of licensing with their bid.

   J.R.T. Construction, Co. is a State certified as a General Contractor. State license number is: CGC1505433 and expires on August 31, 2018.

2. **Previous Experience:** Bidders shall submit at least three (3) individual references exemplifying their experience for projects similar in scope and complexity. References must include projects completed or in progress within the last ten (10) years. Projects similar in scope and complexity include outdoor, paved pathways or plazas in excess of 20,000 square feet, inclusive of landscaping and irrigation, using a variety of paving materials and installation details. Proposers should also demonstrate experience with projects requiring Department of Environmental Protection permitting and oversight.

   J.R.T. Construction, Co. 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 from an A-rated Financial Class V Surety Company, indicating the company's bonding capacity, in the amount not less than one hundred percent of the total base bid amount.**

   J.R.T. Construction, Co., bid response was accompanied by a bonding capacity letter from Nielson, Hoover, and Associates, dated June 1, 2016. The capacity letter indicated that J.R.T. Construction, Co. has been extended a bonding facility, which has supported individual projects up to $20,000,000.00 and an aggregate work program in the $38,000,000.00 range. Nielson, Hoover, and Associates 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.

   J.R.T. Construction, Co. 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 2 out of 9. The lower the score, the lower the risk.

Accordingly, J.R.T. Construction, Co., has been deemed the lowest responsive and responsible bidder(s) meeting all terms, conditions, and specifications of the ITB.

CITY MANAGER'S REVIEW AND RECOMMENDATION

The ITB resulted in a high level of competition, including new bidders to the City. After considering the bids received and staff's evaluation, I recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to J.R.T. Construction, Co., the lowest responsive, responsible bidder to the ITB; and further authorize the Mayor and City Clerk to execute the contract. It is important to note that, while J.R.T. Construction, Co., has never been awarded a City contract, the references provided indicate that the firm is well qualified to do the work. Additionally, the Supplier Qualifier Report completed by Dun & Bradstreet indicates that the firm is at low risk of financial challenges.

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 2016-128-KB, for Middle Beach Recreational Corridor (MBRC) Phase II - Section 1 (From 53rd Street to 64th Street).

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APPENDIX A

PROJECT TITLE: ITB 2016-128-KB: MIDDLE BEACH RECREATIONAL CORRIDOR (MBRC) PHASE II - SECTION 1 (FROM 53RD STREET TO 64TH STREET)

COMPANY NAME:	*Allied Contractors*	*JRT Construction*	*FHP Tectonics*	*HA Contracting Corp*	*Team Contracting Inc.*	*Lynx Construction*	*Superior Landscaping and Lawn*
	Cost	Cost	Cost	Cost	Cost	Cost	Cost
01 - General Requirements	$874,800.00	*$1,040,633.00*	$500,000.00	$317,000.00	$660,000.00	$566,953.00	$679,795.00
02 - Site Work Demolition	$268,660.00	*$117,620.00*	$1,386,000.00	$409,521.00	$237,740.00	$250,000.00	$577,356.00
02 – Site Work -Walkway	$1,238,440.00	*$1,138,910.00*	$650,000.00	$1,925,661.00	$1,542,898.00	$1,962,492.00	$1,487,602.00
02 – Site Work – Landscape	$493,980.00	*$457,709.60*	$880,000.00	$254,305.00	$1,066,698.15	$805,224.00	$802,120.00
02- Site Work - Irrigation	$48,500.00	*$49,470.00*	$50,000.00	$51,750.00	$53,655.55	$53,282.00	$235,600.00
16 – Electrical and lighting	$1,198,834.00	*$1,575,363.84*	$1,600,000.00	$2,347,016.00	$1,774,703.30	$1,847,267.00	$2,160,666.00
Allowance for City Indemnification	$25.00	*$25.00*	$25.00	$25.00	$25.00	$25.00	$25.00
Permit Allowance	$5,000.00	*$5,000.00*	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
Owner's Contingency of 10%*	$412,823.90	*$438,473.14*	$507,102.50	$531,027.80	$534,072.00	$549,024.30	$594,816.40
***Lump Sum Grand Total (Total Base Bid) (Divisions 01 to 16)**	**$4,123,214.00**	***$4,379,706.44***	**$5,066,000.00**	**$5,305,253.00**	**$5,335,695.00**	**$5,485,218.00**	**$5,943,139.00**
***Lump Sum Grand Total (Total Base Bid) (Divisions 01 to 16+Indemnification+Permit+10%)**	**$4,541,062.90**	***$4,823,204.58***	**$5,578,127.50**	**$5,841,305.80**	**$5,874,792.00**	**$6,039,267.30**	**$6,542,980.40**

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Condensed Title:

REQUEST FOR APPROVAL TO ISSUE REQUEST FOR QUALIFICATIONS (RFQ) 2016-152-WG FOR REAL ESTATE BROKERAGE SERVICES

Key Intended Outcome Supported:

Improve Building/Development-Related Processes From Single Family Residences To The Large Development Projects

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

Item Summary/Recommendation:

The City is currently proceeding with the design and ultimately the construction of several multipurpose garage building projects starting around the Washington avenue area. It is the intention of the City and the Administration to include ground floor retail, restaurant, and possibly office space with some or all of the developments. The City is desirous of contracting a broker before the initial phase of the developments to consult with on the design of the additional lease spaces to ensure industry standards are met and projects completed in the best position to lease the newly available spaces. Additionally, the City does not specialize in the marketing of real estate property and hiring a broker will ensure it maximizes its property rental revenue.

The City of Miami Beach seeks statements of qualifications from qualified and experienced commercial real estate brokers to provide customary real estate services including, but not limited to the marketing and leasing of City-owned offices, retail stores, restaurant facilities, and other City properties as needed.

To seek the aforementioned services, the Administration recommends approval to issue RFQ 2016-152-WG, for real estate brokerage services.

ADMINISTRATION RECOMMENDATION

Authorize the issuance.

Advisory Board Recommendation:

N/A

Financial Information: The annual cost associated with the real estate brokerage 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
MS ___ AD ___	KGB ___	JLM ___

T:\AGENDA\2016\July\Procurement\2016-152-WG RFQ Real Estate Brokerage\RFQ 2016-152-WG Real Estate Brokerage Services - ISSUANCE SUMMARY.doc

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE REQUEST FOR QUALIFICATIONS (RFQ) 2016-152-WG FOR REAL ESTATE BROKERAGE SERVICES**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFQ.

BACKGROUND

The City is currently proceeding with the design and ultimately the construction of several multipurpose garage building projects starting around the Washington avenue area. It is the intention of the City and the Administration to include ground floor retail, restaurant, and possibly office space with some or all of the developments. The City is desirous of contracting a broker before the initial phase of the developments to consult with on the design of the additional lease spaces to ensure industry standards are met and projects completed in the best position to lease the newly available spaces. Additionally, the City does not specialize in the marketing of real estate property and hiring a broker will ensure it maximizes its property rental revenue.

The City of Miami Beach seeks statements of qualifications from qualified and experienced commercial real estate brokers to provide customary real estate services including, but not limited to the marketing and leasing of City-owned offices, retail stores, restaurant facilities, and other City properties as needed.

To seek the aforementioned services, the Administration recommends approval to issue RFQ 2016-152-WG, for real estate brokerage services.

- **SCOPE OF SERVICES.** Please Reference, Appendix C, Page 26, RFQ 2016-152-WG for Real Estate Brokerage Services.
- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, Page 26, RFQ 2016-152-WG for Real Estate Brokerage Services.
- **SUBMITTAL REQUIREMENTS.** Please Reference, Section 0300, Page 12, RFQ 2016-152-WG for Real Estate Brokerage Services.
- **CRITERIA FOR EVALUATION.** Please Reference, Section 0400, Page 14, RFQ 2016-152-WG for Real Estate Brokerage Services.

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of RFQ 2016-152-WG for Real Estate Brokerage Services.

ATTACHMENTS

Attachment A: RFQ 2016-152-WG Real Estate Brokerage Services.

JLM / KGB / MS / AD / WG

REQUEST FOR QUALIFICATIONS (RFQ)

REAL ESTATE BROKERAGE SERVICES

RFQ 2016-152-WG

RFQ ISSUANCE DATE: JULY 14, 2016

STATEMENTS OF QUALIFICATIONS DUE: AUGUST 30, 2016 @ 3:00 PM

ISSUED BY:

MIAMIBEACH

William Garviso, Procurement Contracting Officer II
PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139
305.673.7000 x 6650 | www.miamibeachfl.gov

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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 Statement of Qualifications (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposer and, subsequently, the successful proposer(s) (the "contractor[s]") if this RFQ results in an award.

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

2. PURPOSE.
The City is seeking qualified and experienced commercial real estate broker(s) to provide customary real estate services including, but not limited to the marketing and leasing, landlord representation, and transaction consulting of City-owned offices, retail stores, restaurant facilities, and other City properties as needed. The City would prefer to work with a single broker but reserves the right to select multiple brokers in the best interest of the City, as determined by the City Manager.

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

Solicitation Issued	July 14, 2016
Pre-Submittal Meeting	July 28, 2016 @ 10:00AM
Deadline for Receipt of Questions	Monday, August 22, 2016 @ 3:00PM
Responses Due	Tuesday, August 30, 2016 @ 3:00PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:	Telephone:	Email:
William Garviso, CPPB	305 673-6650	WilliamGarviso@miamibeachfl.gov

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

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

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

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFQ Timetable section above at the following address:

City of Miami Beach
Procurement Department Conference Room C
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: 9415468

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 CRIME. 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. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

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

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.

50. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to $50,000) or the City Manager (for additional items greater than $50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these

quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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

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

TAB 1	Cover Letter & Minimum Qualifications Requirements

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

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

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

TAB 2	Experience & Qualifications

2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation. Responses should list a minimum of five projects, within the last 5 years, which demonstrates the Broker's experience in providing the services as required under this RFQ.
Please provide the following information for each sample project.

a. Name of project
b. Location
c. Owner's name
d. Contact information
e. Reference letter
f. Years of operation (term of contract)
g. Total square footage
h. Monthly vacancy rates during contract term
i. Tenant mix - include categories of tenants (Office, restaurant, retail)
j PSF Gross rental rate(s)

k. Total gross annual revenue
l. Annual marketing budget

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

TAB 3	Approach and Methodology

Submit detailed information on the approach and methodology proposer plans to utilize to provide the City with full range of real estate brokerage services, including but not limited to services referenced in Section 0200, Paragraph 2.

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

SECTION 0400 STATEMENTS OF QUALIFICATIONS EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Statement of Qualifications in accordance with the requirements set forth in the solicitation. If further information is desired, Proposals may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of Statement of Qualifications will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the Statement of Qualifications only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFQ, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each 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
Proposer Experience and Qualifications	50
Approach and Methodology	50
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 Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	

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

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

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

APPENDIX A

MIAMIBEACH

Response Certification, Questionnaire & Requirements Affidavit

RFQ 2016-152-WG
REAL ESTATE BROKERAGE SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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

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

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

[ ] YES [ ] NO

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

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

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

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

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

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

[ ] YES [ ] NO

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

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

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

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

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

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

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

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

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

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

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

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

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

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

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

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

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to 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.

Financial Capacity. At the request of the City, each proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

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

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

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 2016-152-WG
REAL ESTATE BROKERAGE SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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

Statement of No Bid

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

___ Workload does not allow us to proposal

___Insufficient time to respond

___ Specifications unclear or too restrictive

___ Unable to meet specifications

___Unable to meet service requirements

___Unable to meet insurance requirements

___Do not offer this product/service

___OTHER. (Please specify)

_____

_____

_____

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

Signature:_____

Title:_____

Legal Company Name:_____

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

PLEASE RETURN TO:
CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: William Garviso, CPPB
STATEMENTS OF QUALIFICATIONS **#2016-152-WG**
1755 Meridian Avenue, 3rd Floor
MIAMI BEACH, FL 33139

APPENDIX C

MIAMIBEACH

Minimum Requirements & Specifications

RFQ 2016-152-WG
REAL ESTATE BROKERAGE SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

Broker(s), Brokerage Team, or Team, defined as the specific broker(s) and/or sales associates from the brokerage firm submitted and assigned by the Bidder to manage the City's account. These terms shall be used interchangeably to refer to the team or broker managing the account.

Facility or Facilities defined as offices, retail stores, restaurant facilities, and other City properties the City may have available for lease.

C1.1 The Broker shall be licensed by the State of Florida Department of Professional Regulation by real estate license law under Florida Statute, Chapter 475, Part I.
Required Submittal: The Proposer shall provide proof, in the form of licenses and certificates in their proposal.

C2. Statement of Work Required.
The City of Miami Beach (City) is seeking qualified commercial real estate brokers to provide customary real estate services to the City for City-owned facilities. Broker(s) shall at a minimum have five (5) years of leasing experience representing landlords or owners of real estate within the City Miami Beach, .including, but not limited to the following:

- Procuring tenants and assisting in negotiating leases for available various types of properties, such as office, retail, and restaurant facilities.
- Developing and implementing marketing/advertising and leasing plan(s) for the Facilities.
- Providing Comparative Market Analysis
- Consulting on the marketability of future City developments
- Lease Analysis and due diligence regarding prospective tenants.
- Samples of standard report(s) along with the reporting period of marketing, advertising, and other activities involving prospective tenants for the landlords.
- Any other relevant experience.

C3. Specifications

Agreement negotiated with the successful Bidder will include all of the following:

- Provisions for Broker to provide a full and detailed Marketing plan for a Facility including a marketing budget and expense schedule within thirty (30) days of being assigned said Facility by the City. If marketing plan is accepted, City will bear approved marketing expenses.
- Show the Facility to interested parties
- Assist in negotiating the terms of the Agreement with Tenant.
- Advise City regarding valuation of the Facilities. City will obtain appraisal of the Facilities, at its sole cost, if the City so desires.
- While assigned Facilities are vacant, Broker will provide monthly reports of marketing, advertising, and other activities involving potential tenants for those Facilities. Reports will be standardized and submitted as exhibited in the Agreement.
- Transferring the account to a different Broker without the City's approval is grounds for termination without cause of the Agreement by the City.
- All other Terms, Commissions, and conditions as stated in Appendix D of this RFQ.
- All real estate transactions to be processed with approval of the City and in accordance with applicable rules, regulations and ordinances of the City of Miami Beach.
- Commission will only be paid to successful Broker and Co-Broker upon execution of a lease agreement with a Tenant if procured by successful Broker. If Tenant is rejected by the City for any reason or if negations are unsuccessful in executing a lease agreement with Tenant, the City shall not be liable for any costs, claims, or commissions associated with procuring potential Tenants.
- The City reserves the right to delete or cancel any portion or all services provided for in the agreement for any or all Facilities at any time without cause and for convenience. If such right is exercised by the City, it shall compensate for costs associated with the partial termination of the agreement on the basis of the estimated percentage of completion, as reasonably determined by the City.

Successful Bidder and the City may agree on modifications or revisions to the task elements after the City has assigned a facility to the Broker and a budget has been established and for that task or project. The Broker will submit a revised budget to the City for approval prior to proceeding with the work.

APPENDIX D

MIAMIBEACH

Special Conditions

RFQ 2016-152-WG
REAL ESTATE BROKERAGE SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1) **TERM OF CONTRACT**

The term of the Brokerage Agreement will be for an initial term of three (3) years.

2) **OPTIONS TO RENEW.**

The City will have two (2) options to renew for a period of one (1) year each. The renewal period(s) are to be exercised at the sole and absolute discretion of the City with 30 days written notice.

3) **FEES /COMMISSION.**

a) Commission is based on the aggregate base rent (not including operating expenses or pass throughs) of no more than five years of the initial term of the lease.

b) The Commission shall be four percent (4%) payable to the Broker in two payments, fifty percent (50%) upon lease execution and fifty percent (50%) upon occupancy of the premises by tenant and rent commencement. In the event tenant is represented by a broker, Landlord's Broker shall be paid 3% and tenant's broker shall be paid 3%.

c) Other services may be negotiated.

4) **METHOD OF AWARD.**

Award of this contract may be made to multiple responsive, responsible brokers who meet the qualifications set forth in this solicitation. Selection of any one broker for a specific project may be based on proposed marketing costs, experience and/or availability of the broker to meet necessary timelines. Award to a broker for a specific project or individual action does not preclude the remaining pre-qualified vendors from being selected on other specific projects.

5) **NON-EXCLUSIVITY.**

It is the intent of the City to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

APPENDIX E

MIAMIBEACH

Insurance Requirements

RFQ 2016-152-WG
REAL ESTATE BROKERAGE SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

PROFESSIONAL SERVICES

Before beginning any work and throughout the term of the contract (including renewal periods), the Provider shall indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A.Worker's Compensation for all employees of the provider as required by Florida Statute 440 and Employer's Liability Insurance in an amount not less than $1,000,000.

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 for all owned, non-owned and hired vehicles used in connection with this agreement, in an amount not less than $1,000,000 combined single limit per occurrence, for bodily injury and property damage.

D.Professional Liability Insurance in an amount not less than $1,000,000.

The insurance coverage required above must include a waiver of subrogation in favor of the City.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the provider. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

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.

Condensed Title:

REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-170-KB FOR GLOBAL POSITIONING SYSTEM (GPS) TREE INVENTORY SERVICES

Key Intended Outcome Supported:

Enhance Beautification And Cleanliness Of City Owned Corridors

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

N/A

Item Summary/Recommendation:

The City of Miami Beach is currently inventorying municipally managed trees within swale, median, and park areas in the Middle and North Beach. The City has already completed three phases of the tree inventory for North and Middle beach neighborhoods. The City would like to request proposals to continue this GPS tree inventory for City's trees located on public property and in the public right-of-way; including along city, county and state roads; city property; and city parks located in the South Beach neighborhood.

The inventory will include identifying GPS coordinates; location; species and genus using both botanical and commons names; tree size (DBH); site type; maintenance needs; maintenance priority; condition of the tree rated according to categories adopted from the International Society of Arboriculture rating system; pruning recommendations determined based on the ANSI A-300 pruning specifications; visual assessment based on ANSI A300 Standards to identify defects; general observation including cavity/decay, pests, suitability of location, root system health, proper mulching, signs of stress, nutrient deficiencies, and pruning; location of above ground utilities; and growing space availability.

RECOMMENDATION

To seek proposals from interested parties, the Administration recommends that the Mayor and Commission authorize the issuance of the RFP No. 2016-170-KB for Global Positioning System (GPS) Tree Inventory Services.

Advisory Board Recommendation:

N/A

Financial Information:

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

Financial Impact Summary: This project will not utilize grant funding.

City Clerk's Office Legislative Tracking:

Alex Denis, Elizabeth Wheaton

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD EW	MT ST	JLM

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-170-KB FOR GLOBAL POSITIONING SYSTEM (GPS) TREE INVENTORY SERVICES**

ADMINISTRATION RECOMMENDATION
Authorize the issuance of the RFP.

BACKGROUND
The City of Miami Beach is currently inventorying municipally managed trees within swale, median, and park areas in the Middle and North Beach. The City has already completed three phases of the tree inventory for North and Middle beach neighborhoods. The City would like to request proposals to continue this GPS tree inventory for City's trees located on public property and in the public right-of-way; including along city, county and state roads; city property; and city parks located in the South Beach neighborhood.

The inventory will include identifying GPS coordinates; location; species and genus using both botanical and commons names; tree size (DBH); site type; maintenance needs; maintenance priority; condition of the tree rated according to categories adopted from the International Society of Arboriculture rating system; pruning recommendations determined based on the ANSI A-300 pruning specifications; visual assessment based on ANSI A300 Standards to identify defects; general observation including cavity/decay, pests, suitability of location, root system health, proper mulching, signs of stress, nutrient deficiencies, and pruning; location of above ground utilities; and growing space availability.

- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, Page 26, RFP 2016-170-KB for Global Positioning System (GPS) Tree Inventory Services (attached).
- **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, Page 13, RFP 2016-170-KB for Global Positioning System (GPS) Tree Inventory Services (attached).
- **CRITERIA FOR EVALUATION.** Please Reference Section 0400, Page 15, RFP 2016-170-KB for Global Positioning System (GPS) Tree Inventory Services (attached).

CONCLUSION
The Administration recommends that the Mayor and Commission authorize the issuance of the RFP No. 2016-170-KB for Global Positioning System (GPS) Tree Inventory Services is subject to funds availability approved through the City's budgeting process.

ATTACHMENTS

Attachment A: 2016-170-KB for Global Positioning System (GPS) Tree Inventory Services.

JLM / ST / MT / EW / AD
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REQUEST FOR QUALIFICATIONS (RFQ)

Global Positioning System (GPS) Tree Inventory Services

2016-170-KB

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RFQ ISSUANCE DATE: JULY 15, 2016

STATEMENTS OF QUALIFICATIONS DUE: AUGUST 31, 2016 @ 3:00 PM

ISSUED BY:

MIAMIBEACH

KRISTY BADA, CONTRACTING OFFICER II
DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive, Miami Beach, FL 33139
305.673.7000 x**6218** | Kristybada@miamibeachfl.gov | www.miamibeachfl.gov

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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 Global Positioning System (GPS) Tree Inventory Services ("the Project"). Additionally, the terms "FIRM", "PROPOSER", "CONSULTANT," "PRIME PROPOSER" 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 City of Miami Beach is currently inventorying municipally managed trees within swale, median, and park areas in the Middle and North Beach. The City has already completed three phases of the tree inventory for North and Middle beach neighborhoods. The City would like to request proposals to continue this GPS tree inventory for City's trees located on public property and in the public right-of-way; including along city, county and state roads; city property; and city parks located in the South Beach neighborhood. The City seeks proposals from professional consulting engineering firms which have proven experience inventorying municipally managed trees within swale, median, and park areas.

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

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

Solicitation Issued	July 15, 2016
Pre-Submittal Meeting	July 26, 2016 at 10:00AM
Deadline for Receipt of Questions	August 22, 2016 at 5:00PM
Responses Due	August 31, 2016 at 3:00PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:	Telephone:	Email:
Kristy Bada	305-673-7490	kristybada@miamibeachfl.gov

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

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

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

A Pre-PROPOSAL conference will be held as scheduled in 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

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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 CRIME. 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.

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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. NOT USED.

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.

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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. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

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.

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

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.

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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.

50. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to $50,000) or the City Manager (for additional items greater than $50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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

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

TAB 1	Cover Letter & Minimum Qualifications Requirements

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

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

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

TAB 2	Experience & Qualifications

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

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

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

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

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.

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TAB 3	Approach and Methodology
Submit detailed information on the approach and methodology how proposer plans to accomplish the proposed scope of services, including detailed information, as applicable, which addresses, but need not be limited to: implementation plan, project timeline, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget, including but not limited to services referenced in Section 0200, Paragraph 2.	

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. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each 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
Proposer Experience and Qualifications	70
Approach and Methodology	40
TOTAL AVAILABLE STEP 1 POINTS	**100**

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

Step 2 - Quantitative Criteria	
Veterans Preference	5
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. <u>Volume of Work Points:</u> 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 Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

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

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

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APPENDIX A

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Response Certification, Questionnaire & Requirements Affidavit

RFQ No. 2016-170-KB
Global Positioning System (GPS) Tree Inventory Services

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PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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

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

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

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

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

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

[ ] YES [ ] NO

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

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

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

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

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

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

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

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

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

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

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

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

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

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

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

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

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

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DISCLOSURE AND DISCLAIMER SECTION

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

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

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

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

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

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

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

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

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

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

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

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

PROPOSER CERTIFICATION

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

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

State of FLORIDA)
)
County of _____)

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

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

APPENDIX B

MIAMIBEACH

"No Bid" Form

RFQ No. 2016-170-KB
Global Positioning System (GPS) Tree Inventory Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

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

DRAFT

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
PROCUREMENT DEPARTMENT
ATTN: **Kristy Bada**
STATEMENTS OF QUALIFICATIONS **#2016-170-KB**
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

DRAFT

APPENDIX C

MIAMIBEACH

Minimum Requirements & Specifications

RFQ No. 2016-170-KB
Global Positioning System (GPS) Tree Inventory Services

DRAFT

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. The Prime Proposer (Engineering Firm) shall hold a "Certificate of Authorization" by the State of Florida, Division of Business and Professional Regulations, as applicable.

   Submittal Requirement: Submit a copy of the required license(s).

2. The Prime Proposer shall have a minimum of five (5) years of experience with engineering, environmental and GIS services.

3. The Prime Proposer shall have completed GPS tree or natural resource inventory services for no less than one (1) project within the last five (5) years.

   Submittal Requirement: For each qualifying project, submit project name, project contact information (phone and email), project commencement and completion dates, prime proposer's role in project.

C2. Statement of Work Required.
The City of Miami Beach is currently inventorying municipally managed trees within swale, median, and park areas in the Middle and North Beach. The City has already completed three phases of the tree inventory for North and Middle beach neighborhoods. The City would like to request proposals to continue this GPS tree inventory for City's trees located on public property and in the public right-of-way; including along city, county and state roads; city property; and city parks located in the South Beach neighborhood.

C3. Specifications
The scope of services includes the Conducting a tree inventory of the City's trees located on public property, including in the public right-of-way; including along city, county and state roads; city property; and city parks in the South Beach neighborhood. This area is defined as Dade Boulevard south to Government Cut bound to the east of Erosion Control Line and Biscayne Bay to the west. The boundaries also include Star Island, Palm Island, Hibiscus Island, Belle Isle, Rivo Alto, Dilido and San Marino Island. The inventory will include identifying GPS coordinates; location; species and genus using both botanical and commons names; tree size (DBH); site type; maintenance needs; maintenance priority; condition of the tree rated according to categories adopted from the International Society of Arboriculture rating system; pruning recommendations determined based on the ANSI A-300 pruning specifications; visual assessment based on ANSI A300 Standards to identify defects; general observation including cavity/decay, pests, suitability of location, root system health, proper mulching, signs of stress, nutrient deficiencies, and pruning; location of above ground utilities; and growing space availability. Once data is collected, it must be provided in and Excel or Access format that can be used by the City's GIS Division. Once the data is uploaded, it must be analyzed using i-Tree Streets. The project report will include: complete inventory in Excel; executive summary of the results; species list breakdown; condition list breakdown; removal list breakdown; maintenance list breakdown; and a list of vacant tree spaces for small, medium, and large trees.

APPENDIX D

MIAMIBEACH

Special Conditions

RFQ No. 2016-170-KB
Global Positioning System (GPS) Tree Inventory Services

DRAFT

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. TERM OF CONTRACT. Not Applicable.

2. OPTIONS TO RENEW. Not Applicable.

3. PRICES. Not Applicable.

4. EXAMINATION OF FACILITIES. Not Applicable.

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

6. PERFORMANCE BOND. Not Applicable.

7. REQUIRED CERTIFICATIONS. Not Applicable.

8. SHIPPING TERMS. Not Applicable.

9. DELIVERY REQUIREMENTS. Not Applicable.

10. WARRANTY REQUIREMENTS. Not Applicable.

11. BACKGROUND CHECKS. Not Applicable.

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

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

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

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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.

18. NON-EXCLUSIVITY. It is the intent of the City to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

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APPENDIX E

MIAMIBEACH

Insurance Requirements

RFQ No. 2016-170-KB
Global Positioning System (GPS) Tree Inventory Services

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.

DRAFT

Condensed Title:

REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2016-144-KB CONSTRUCTION SERVICES FOR SURFACE LOT (1A) P2- PENRODS.

Key Intended Outcome Supported:

Build and Maintain Priority Infrastructure with Full Accountability.

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

Item Summary/Recommendation:

Pursuant to Request for Qualifications (RFQ) No. 01-09/10, the Mayor and City Commission adopted Resolution No. 2010-27415 for Professional Architectural Services. On December 6, 2013, the Office of Capital Improvement Projects (CIP) approved a Service Order for Milian Swain & Associates, Inc. (City's Consultant) to provide Professional Services to develop construction documents for the reconstruction of Surface Parking Lot P2. On November 3, 2015, the Design Review Board (DRB) reviewed the application to approve the lay-out for the Surface Parking Lot P2. The DRB Board granted an approval of the lay-out as presented.The new site plan will benefit the residents and visitors that use this parking lot by adding twenty-seven public spaces to the South of Fifth Neighborhood. Residents in the area will enjoy enhanced landscaping and turtle friendly lighting. This project also includes improvements to the storm water drainage, irrigation, paving and grading (using permeable concrete), pavement markings and signage, and infrastructure for future electric car charging stations.

The scope of work under this ITB consists of the reconstruction of the parking lot at Nikki Beach (Penrods) and a portion of South Pointe Drive that includes landscaping, turtle friendly lighting, improvements to the storm water drainage, irrigation, paving and grading (using permeable concrete), pavement markings and signage, and infrastructure for future electric car charging stations.

ITB No. 2016-144-KB, was issued on May 20, 2016, with a bid opening date of June 29, 2016. Four (4) addenda were issued. The Procurement Department issued bid notices to over 900 companies utilizing www.publicpurchase.com website and over 100 companies via email notification. Over 100 prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of ten (10) responses from: FHP Tectonics Corp., Florida Engineering and Development, Corp., West Construction, Team Contracting, Bergeron Land Development, Roadway Construction, PAC COMM Inc., Grace & Naeem Uddin, Inc., MetroExpress Inc., and Zahlene Enterprises Inc. See tabulation sheet (Appendix A).

The ITB resulted in a high level of competition, including new bidders to the City. After considering the bids received and staff's evaluation, I recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to FHP Tectonics Corp., 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 2016-144-KB, Construction Services for Surface Lot (1A) P2- Penrods.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$2,139,725.00	389-0820-069357-00-410-528-00-00-00-26340
	2		
OBPI	Total	$2,139,725.00	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis

Sign-Offs:

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

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MIAMIBEACH

AGENDA ITEM C2H

DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2016-144-KB CONSTRUCTION SERVICES FOR SURFACE LOT (1A) P2- PENRODS.**

KEY INTENDED OUTCOME

Build and Maintain Priority Infrastructure with Full Accountability.

FUNDING

The funding for this project is as follows:

389-0820-069357-00-410-528-00-00-00-26340 Total Amount $2,139,725.00

BACKGROUND INFORMATION

Pursuant to Request for Qualifications (RFQ) No. 01-09/10, the Mayor and City Commission adopted Resolution No. 2010-27415 for Professional Architectural Services. On December 6, 2013, the Office of Capital Improvement Projects (CIP) approved a Service Order for Milian Swain & Associates, Inc. (City's Consultant) to provide Professional Services to develop construction documents for the reconstruction of Surface Parking Lot P2.

On November 3, 2015, the Design Review Board (DRB) reviewed the application to approve the lay-out for the Surface Parking Lot P2. The DRB Board granted an approval of the lay-out as presented.

The new site plan will benefit the residents and visitors that use this parking lot by adding twenty-seven public spaces to the South of Fifth Neighborhood. Residents in the area will enjoy enhanced landscaping and turtle friendly lighting. This project also includes improvements to the storm water drainage, irrigation, paving and grading (using permeable concrete), pavement markings and signage, and infrastructure for future electric car charging stations.

The scope of work under this ITB consists of the reconstruction of the parking lot at Nikki Beach (Penrods) and a portion of South Pointe Drive that includes landscaping, turtle friendly lighting, improvements to the storm water drainage, irrigation, paving and grading (using permeable concrete), pavement markings and signage, and infrastructure for future electric car charging stations.

ITB PROCESS

ITB No. 2016-144-KB, was issued on May 20, 2016, with a bid opening date of June 29, 2016. Four (4) addenda were issued. The Procurement Department issued bid notices to over 900 companies utilizing www.publicpurchase.com website and over 100 companies via email notification. Over 100 prospective bidders accessed the advertised solicitation. The

notices resulted in the receipt of ten (10) responses from: FHP Tectonics Corp., Florida Engineering and Development, Corp., West Construction, Team Contracting, Bergeron Land Development, Roadway Construction, PAC COMM Inc., Grace & Naeem Uddin, Inc., MetroExpress Inc., and Zahlene Enterprises Inc. 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 lowest bidder, FHP Tectonics Corp. has met the requirements of the ITB, including:

1. **Licensing Requirements:** Bidder shall be State of Florida certified and licensed General Contractor AND/OR General Engineering Contractor to be considered for award and submit evidence of licensing with their bid.

   FHP Tectonics Corp. is a State certified as a General Contractor. State license number is: CGC1518886 and expires on August 31, 2018.

2. **Previous Experience:** Bidders shall submit at least three (3) individual references exemplifying their experience for projects similar in scope and complexity. References must include projects completed or in progress within the last ten (10) years. Projects similar in scope and complexity that include reconstruction of Parking Lots with landscaping, turtle friendly lighting, improvements to the storm water drainage, irrigation, paving and grading (using permeable concrete), pavement markings and signage, and infrastructure for future electric car charging stations. Proposers should also demonstrate experience with projects requiring Department of Environmental Protection permitting and oversight.

   FHP Tectonics Corp. 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 from an A-rated Financial Class V Surety Company, indicating the company's bonding capacity, in the amount not less than one hundred percent of the total base bid amount.**

   FHP Tectonics Corp. bid response was accompanied by a bonding capacity letter from Marsh and McLennan, dated June 9, 2016. The capacity letter indicated that J FHP Tectonics Corp. has been extended a bonding facility, which has supported individual projects up to $500,000,000.00 and an aggregate work program in the $1,300,000,000.00 range. Marsh and McLennan 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.

   FHP Tectonics Corp. 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 6 out of 9. The lower the score, the lower the risk.

Accordingly, FHP Tectonics Corp., has been deemed the lowest responsive and responsible bidder(s) meeting all terms, conditions, and specifications of the ITB.

CITY MANAGER'S REVIEW AND RECOMMENDATION

The ITB resulted in a high level of competition, including new bidders to the City. After considering the bids received and staff's evaluation, I recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to FHP Tectonics Corp., 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 2016-144-KB, Construction Services for Surface Lot (1A) P2- Penrods.

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APPENDIX A

TABULATION OF BID PROPOSALS RECEIVED
PROJECT TITLE: ITB 2016-144-KB: CONSTRUCTION SERVICES FOR SURFACE LOT (1A) P2- PENRODS

	DESCRIPTION	QUANT.	UNIT	FHP Tectonics TOTAL ITEM AMOUNT	Florida Engineering and Development, Corp. TOTAL ITEM AMOUNT	West Construction TOTAL ITEM AMOUNT	Team Contracting TOTAL ITEM AMOUNT	Bergeron Land Development TOTAL ITEM AMOUNT	Roadway Construction TOTAL ITEM AMOUNT	PAC COMM Inc. TOTAL ITEM AMOUNT	Grace & Naeem Uddin, Inc. TOTAL ITEM AMOUNT	MetroExpress TOTAL ITEM AMOUNT	Zahlene Enterprises Inc. TOTAL ITEM AMOUNT
1	01 - General Requirements	1	LS	$ 150,000.00	$ 153,000.00	$ 208,000.00	$ 272,160.00	$ 445,000.00	$ 89,170.00	$ 317,107.89	$ 350,625.00	$ 112,000.00	$ 340,819.79
2	02 - Site Work Demolition	1	LS	$ 200,000.00	$ 130,550.00	$ 133,000.00	$ 100,095.00	$ 93,400.00	$ 50,120.00	$ 177,837.13	$ 210,375.00	$ 169,000.00	$ 86,659.35
3	02 – Site Work -Drainage	1	LS	$ 400,000.00	$ 298,500.00	$ 323,035.00	$ 424,260.00	$ 431,000.00	$ 356,009.60	$ 833,554.41	$ 625,547.00	$ 528,000.00	$ 409,250.08
4	02- Hardscape	1	LS	$ 340,000.00	$ 350,000.00	$ 438,553.00	$ 431,616.70	$ 401,000.00	$ 399,980.00	$ 24,015.03	$ 70,125.00	$ 389,500.00	$ 1,083,396.60
5	02 – Site Work – Landscape	1	LS	$ 200,000.00	$ 285,000.00	$ 261,979.00	$ 320,726.40	$ 235,600.00	$ 384,510.00	$ 288,050.72	$ 340,771.00	$ 363,100.00	$ 360,452.19
6	02- Site Work - Irrigation	1	LS	$ 30,000.00	$ 53,000.00	$ 39,808.00	$ 35,541.90	$ 54,100.00	$ 210,930.00	$ 61,128.27	$ 45,780.00	$ 51,200.00	$ 207,152.00
7	02 – Silva Cells	2	LS	$ 170,000.00	$ 251,000.00	$ 219,000.00	$ 214,011.90	$ 353,000.00	$ 288,420.00	$ 282,775.66	$ 306,000.00	$ 269,000.00	$ 167,650.56
8	03 – Pervious Concrete	3	LS	$ 150,000.00	$ 240,000.00	$ 165,564.00	$ 284,013.75	$ 149,000.00	$ 161,410.00	$ 213,256.37	$ 250,000.00	$ 259,000.00	$ 254,361.36
9	15 – Fire Hydrant	4	LS	$ 2,000.00	$ 2,550.00	$ 6,570.00	$ 12,000.00	$ 11,600.00	$ 8,840.00	$ 12,717.07	$ 15,000.00	$ 8,900.00	$ 3,872.20
10	16 – Electrical and lighting	5	LS	$ 235,000.00	$ 291,000.00	$ 351,495.00	$ 279,957.90	$ 322,800.00	$ 556,520.40	$ 320,024.97	$ 341,572.00	$ 456,500.00	$ 396,656.15
	Sub-Total for Lump Sum Items			**$ 1,877,000.00**	**$ 2,054,600.00**	**$ 2,147,004.00**	**$ 2,374,383.55**	**$ 2,496,500.00**	**$ 2,505,910.00**	**$ 2,530,467.52**	**$ 2,555,795.00**	**$ 2,606,200.00**	**$ 3,310,270.28**
7	Allowance for City Indemnification	1	LS	$ 25.00	$ 25.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
8	Permit Allowance	1	LS	$ 75,000.00	$ 75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
9	Owner's Contingency of 10% (10% of Div. 01-16)	1	LS	$ 187,700.00	$ 205,460.00	$214,700.40	$237,438.36	$249,650.00	$250,591.00	$253,046.75	$255,579.50	$260,620.00	$331,027.03
	Sub-Total for Allowances and Contingencies			**$ 262,725.00**	**$ 280,485.00**	**$289,725.40**	**$312,463.36**	**$324,675.00**	**$325,616.00**	**$328,071.75**	**$330,604.50**	**$335,645.00**	**$406,052.03**
	LUMP SUM GRAND TOTAL			**$ 1,320,000.00**	**$ 1,270,050.00**	**$ 1,404,375.00**	**$ 1,584,400.00**	**$ 1,660,100.00**	**$ 1,490,719.60**	**$ 1,701,693.45**	**$ 1,643,223.00**	**$ 1,612,800.00**	**$ 2,487,730.01**
	OVERALL GRAND TOTAL			**$ 2,139,725.00**	**$ 2,335,035.00**	**$ 2,435,725.40**	**$ 2,686,846.91**	**$ 2,821,175.00**	**$ 2,831,526.00**	**$ 2,858,539.27**	**$ 2,886,398.50**	**$ 2,941,845.00**	**$ 3,716,322.31**

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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: July 13, 2016

SUBJECT: **REFERRAL TO NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE DISCUSSION REGARDING PARTNERSHIP WITH MIAMI-DADE COLLEGE AND MIAMI-DADE COUNTY PUBLIC SCHOOLS FOR THE EXPANSION OF DUAL ENROLLMENT OPTIONS TO NAUTILUS MIDDLE SCHOOL AND MIAMI BEACH SENIOR HIGH SCHOOL**

KEY INTENDED OUTCOME SUPPORTED

Induce Public School Accountability Mainly at Middle School
Educational (K-12) Excellence

BACKGROUND

The Education Compact with Miami-Dade County Public Schools (M-DCPS), established on January 16, 2008, includes the outcome to increase academic support and achievement. Since the Education Compact implementation, the City of Miami Beach has collaborated with M-DCPS to improve educational opportunities for youth.

An activity included in the Education Compact to increase academic support and achievement is to identify and pursue the implementation of best practice strategies to increase the graduation rate at Miami Beach Senior High School (MBSH).

Dual Enrollment is a program that allows eligible high school and middle school students currently attending accredited Miami-Dade County public or private high schools, or home schools to enroll in a college course and high school course simultaneously. The credits that students earn must be used toward both a high school diploma and are acceptable towards a college Associate or Baccalaureate degree, or Technical Certificate. The benefits of offering dual enrollment classes to students include:

- Enriches the course opportunities for outstanding high school students
- Shortens the time to attain a college degree
- Saves students and parents money, as dual enrollment students are exempt from paying application, registration, tuition, laboratory, and special fees if the class(es) taken are being used toward high school graduation
- Provides students with college credit that is transferable to a college or university
- Grades earned through dual enrollment will become part of the students' permanent high school and college transcripts

Agenda Item C4A
Date 7-13-16

Per Resolution 2014-28601, the City Memorandum of Understanding with Florida International University and Miami-Dade County Public Schools provides dual enrollment courses for college credit to students at Miami Beach Senior High School. Eligible students in 11th and 12th grades may participate in any of the ten courses (17 classes) currently funded by the City for the 2016-17 school year at a cost of $37,530. M-DCPS funds all materials costs projected at $64,319 for the 2016-17 school year. Dual enrollment programs enrich the course opportunities for outstanding high school students and saves students and parents money. It is anticipated that 470 students in 11th and 12th grades at Miami Beach Senior High School will enroll in the dual enrollment courses offered through the partnership in the 2016-17 school year. FIU courses are restricted to 11th and 12th grade students.

Anticipated dual enrollment course offerings include, but are not limited to, the following for the 2016-17 school years:

- Introduction to Sociology
- Survey of British Literature I & II
- American History
- College Algebra
- Social Problems
- Modern Civilization
- Introduction to Entrepreneurship
- Calculus I
- Pre-Calculus

The City of Miami Beach proposes a Memoranda of Understanding with Miami-Dade College (MDC) to expand dual enrollment offerings to eligible 8th grade students at Nautilus Middle School and 9th and 10th grade students at Miami Beach Senior High School. The City of Miami Beach partnership with MDC and M-DCPS would allow for the expansion of dual enrollment courses by funding the instructor cost of approximately $4,300 per course per semester for eligible and credentialed MDC Staff, City staff and Miami Beach residents not to exceed three (3) courses in the 2016-17 school year at a cost of $12,900, with the expectation to increase the number of dual enrollment courses each subsequent school year.

Should the Commission desire to pursue this initiative, the $12,900 would need to be considered as a budget enhancement during the FY 2016/17 budget development process.

CONCLUSION

The Administration recommends the discussion of a partnership with Miami-Dade College and Miami-Dade County Public Schools to provide dual enrollment options at Nautilus Middle School and Miami Beach Senior High School to Neighborhoods/Community Affairs Committee.

KGB/LDR

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION
MEMORANDUM

TO: Jimmy Morales, City Manager
FROM: John Elizabeth Alemán, Commissioner
DATE: June 7th, 2016
SUBJECT: Agenda item for July 2016 City Commission Meeting

Please place the following item on the July 13, 2016 City Commission Meeting Consent Agenda:

A referral to Neighborhoods/Community Affairs Committee (NCAC) regarding potentially renaming North Shore Ocean Space Park

During master planning community discussions it has been contemplated to rename North Shore Open Space Park to something more indicative of its future condition and role in the community. If there is consensus to do so, perhaps we can seek input on a new name from the residents and / or other organizations.

If you have any questions please do not hesitate to call our office at ext.6473.

Thank you!

MIAMIBEACH
Commissioner John Elizabeth Alemán
OFFICE OF MAYOR AND COMMISSION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7102 / Fax: 305-673-7096 / www.miamibeachfl.gov

Agenda Item C4B
Date 7-13-16

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Granado, Rafael

From: Rosen Gonzalez, Kristen
Sent: Sunday, June 19, 2016 8:07 AM
To: Granado, Rafael
Subject: NYTimes: 4,223 Central Park Benches With Stories to Tell

Rafael. Please place this item as a referral to the Neighborhood's Committee to create a program similar to the Central Park Program where across the city, people can buy and name benches. This money could go into a fund to beautify parks and provide extras.

http://www.nytimes.com/2016/06/19/nyregion/4223-central-park-benches-with-stories-to-tell.html?smprod=nytcore-ipad&smid=nytcore-ipad-share

The Adopt-a-Bench program began in 1986, as a way to finance the maintenance of areas within the park. Today, the benches, each adorned with a plaque, are more than simply places to sit.

Sent from my iPad

Agenda Item CYC
Date 7-13-16

The New York Times http://nyti.ms/24VTLMd

N.Y. / REGION

4,223 Central Park Benches With Stories to Tell

By N. R. KLEINFIELD JUNE 17, 2016

In the park, there are 9,485 of them. You sit on them. To rest. Read a book. Sip coffee. Polish off a pulled-pork sandwich. Feed the pigeons. Wait for a friend, maybe a spy. Or it's a sluggish day when you have nothing to do, and this is a delicious place to accomplish absolutely nothing.

Or you can drift off and muse on the plaque affixed there, representing a story behind the bench. The Central Park bench. You aren't just sitting on wood. You are sitting on memories.

There is, for instance, a bench on the Mall that reads, "Two Red Foxes and a Pup."

What could that possibly mean?

It means this. Last year, Karen May wanted to adopt a bench as a surprise 65th-birthday gift for her husband, Tony, a retired investment banker. She inscribed it: "Tony, win, lose or break even, you always have me. Love Karen." When their two sons were young and he came home from his work on Wall Street, they would rush to greet him and ask, "Hey, Poppy, did you win, lose or break even?" And he would reply that he broke even, because that was what much of life was about, breaking even.

While Ms. May was so inclined, she figured she would adopt an adjoining bench for her children.

When her elder son, Theodore, proposed to his girlfriend, Lucinda, he wrote a brief children's book for her called "Two Red Foxes," because foxes were a recurring theme in her upbringing (as when a fox sped across the field when her father proposed to her mother). The foxes were stand-ins for Ms. May's son and his fiancée. And there was the fact that her younger son, Thornwell (Ms. May's maiden name), went by the nickname Pup.

So she adopted the benches and engraved them with memories. People will sit there and not know. But she knows.

Caitlin LaMorte was in the park one morning, the weather obligingly balmy though rain was possible later. As development manager for the Women's Committee of the Central Park Conservancy, which manages the park, she runs the Adopt-a-Bench program. It began in 1986, as a way to finance the maintenance of the benches and their immediate surroundings. (For those with different park preferences, orphan benches are up for adoption in parks elsewhere in New York and some other cities.)

If you can afford it, it's simple enough. Pay $10,000 (it began at $5,000) and you get to put a plaque on a bench, saying almost whatever you want (within limits of decorum: no cursing, no advertising), up to a suggested maximum of four lines of 30 characters each. And then it's there forever.

Ms. LaMorte consulted her tablet for the latest count: 4,223 of the benches adopted. About 250 go each year, she said. While plenty of benches remain unadopted, some areas are sold out. For instance, all the benches facing the lake. The ones lining the Mall. Those near the Great Lawn. Those along Wien Walk.

There are three styles of benches: the simple wood-and-concrete version; the World's Fair style, with its circular armrests, dating to 1939; and the Central Park settee, based on the benches used during the park's creation, circa 1858. There are also several dozen handmade rustic benches. With those, you have to fund a restoration of an entire park area and the cost starts at about $500,000, not something to rush into.

Quite often, Ms. LaMorte said, benches are adopted to remember a relative or friend who has died. Or on occasion, a pet, generally a dog, though a few cats are honored as well. Something like 840 of the plaques have "memory" in their wording. There are some Sept. 11 remembrances.

Three years ago, a woman chose a bench in memory of herself for when her final date comes. It hasn't yet. The plaque, set to go, sits in one of Ms. LaMorte's desk drawers.

Increasingly, Ms. LaMorte said, "we have more plaques that are happy." Graduations or birthdays or birth wishes or wedding gifts. A Japanese couple, when they returned to Japan after a lengthy stretch in the city, adopted a bench that reads: "We leave our hearts in New York after 23 years of our adventure here."

There are a lot of benches in the playground areas commemorating births. One man adopted five benches, one for each of his grandchildren, who received them on their 16th birthdays.

Last year, Victor Schiller required a birthday present for his wife, Nancy. She told him, emphatically, no jewelry, thereby ruling out his go-to category.

He thought and thought, and then he had it. Give her one of the benches.

They didn't even live in New York. They lived in Charlottesville, Va., but they had bought a place in Manhattan that they inhabited roughly a week each month. They think Central Park is truly wonderful. Mr. Schiller, 59, is retired from creating technology start-ups. Ms. Schiller, 57, is retired from investment work focused on Bulgaria.

He gave her the bench, and was she happy. He waited on the inscription so she could have a say. They conferred and agreed on: "We Would Make the Same Mistake All Over Again! Vic & Nancy Schiller. Still Best Friends."

They did not reveal what the mistake was. Understandably, their three mystified children asked them, but lips sealed. Each has guessed, Umm, did you mean me? Well, of course not. No!

Was it waiting so long — 11 years — to have children? Wrong.

How about buying the apartment in New York? Incorrect, not even close.

So they don't know.

That's what reporters are for. To crack open mysteries, shine flashlights into dusty corners. Sometimes that's very hard. Other times, less so. In this case, the Schillers were ready to give it up. It was possible to find out in the most ordinary way — by asking them.

The two met when she was 20 and he was 22. They got engaged a year later. Mr. Schiller called his mother to break the good news. His mother dropped the phone. When she calmed herself enough to pick it up, she told him, "You're making a big mistake!"

Ms. Schiller called her mother. Her mother said, "What are you thinking?"

Those withering cautions, of course, are what mothers are legally required to say. And, of course, 20-somethings are under well-established protocol to ignore them.

Which is what the Schillers did. Went ahead and got married and never looked back.

Lou Young is a rugged, affable man of 59, with a bald head and a well-behaved beard. For 33 years, he has worked for the parks department, almost all of that time immersed in Central Park. He gives his title as Bench Guy. He affixes the plaques to the benches. A few at the beginning were handled by others, but since then they've been all his doing.

In the stinging sun the other day, he was out getting it done on a bench in the Ramble. As usual, the park was bubbling with activity. Wordlessly and with focused attention, he lined up a spot in the direct center, meticulously routed out a hole, then screwed in the plaque. Four screws. In less than 10 minutes, he was done. The inscription read: "You are the image of the rose shining within me like the flame within a lamp ...," a line modified from "The Little Prince."

Mr. Young paints the benches too, spiffs them up, fixes them when weather chews them up.

He came to New York from Birmingham, Ala., after the plant he worked in, making slats for train boxcars, shut down. Not long after he got to New York, he was riding in an elevator and noticed that it passed the 12th floor and then went to 14. No 13th floor. The unlucky thing.

Now wait a minute, Mr. Young thought, I was born on the 13th. On a Friday no less. To him, it's a lucky number. So he went to a dentist and had a front tooth plated with gold and 13 engraved on it. He likes to play the numbers. Every day for 25 years, he has played 1313 at $5 a pop. Never hit, but he keeps at it.

How did he like his work? "I just love the park," he said. "Best place to be. Since I'm from the South, it reminds me of home."

Once he put on a plaque that a man had ordered to propose to the woman he was dating. The man must have missed some important signals. Her answer was a flat no. Benches aren't returnable. Lou Young had to remove the failed plaque and replace it with one bearing nonmatrimonial expectations. (You can always change your plaque, but that's another $1,000.)

One day about 10 years ago the Bench Guy was out in earnest with newly arrived plaques. He had one to do at the southwest corner of the Great Lawn. He screwed it on, then took a look and saw it said Louis Young. He thought, "Interesting, this guy has the same name as me."

Turned out, one of the recurrent donors to the park, who had adopted 18 benches and given them as gifts, had gotten to know and admire Lou Young from watching him do his bench work. So she gave him a bench.

The plaque reads: "LOUIS YOUNG FOR HIS CARE AND DEDICATION TO CENTRAL PARK SINCE 1985."

It's not cheap to adopt a bench; you could buy a decent used car for the cost. But there is fund-raising. Nicole Vest battled leukemia for two and a half years before she died in February 2015. She was 34. Her family and friends debated what to do to

honor her memory. She was cremated, and there was no place to go and pay respects. Someone suggested a bench, and everyone liked that idea.

They set up an appeal on a fund-raising website. Family and friends chipped in, as did others, people who had never met Ms. Vest but knew one of her friends or relatives. The effort kicked off on March 10 of last year. It attained its goal by April 1. About 90 people donated, some giving as little as $20. They adopted a bench just north of the sailboat pond.

What to put on it? They wanted something original. "I didn't want something that was used all the time, like beloved sister and daughter," said Michelle Lapworth, Ms. Vest's sister.

Ms. Vest loved butterflies. She had a butterfly tattoo on her ankle, wore a butterfly necklace. Her best friend found a quotation from Hans Christian Andersen, and that met with approval. "'Just living is not enough,' said the butterfly. 'One must have sunshine, freedom, and a little flower.' In Memory of Nicole E. Vest 1981-2015."

Another story, pet included. When Chris Branca died much too young in an accident at 33 last April, his family wanted to remember him with a bench. They also wanted to remember his dog.

Buddha, a bulldog, had died a year earlier. Mr. Branca delighted in going to the park with Buddha. He lived further downtown. He drove there with Buddha. He was particularly fond of the Sheep Meadow.

Dogs are prohibited from the grass there. Nonetheless, that expanse beguiled Mr. Branca. Weekend after weekend, he went there with Buddha. "He would get a ticket all the time and just pay it," said Lindsey Branca, his sister. "That was his personality. He was a little bit defiant."

So, the family, which runs a real estate company, adopted adjoining benches, one for Mr. Branca and one for Buddha.

Mr. Branca was an abiding fan of Maurice Sendak's "Where the Wild Things Are." With great frequency, he wore a Wild Things T-shirt. His best friend suggested

a Wild Things line that was adapted for the inscription: "For Chris Branca. In all of us there is Fear, Hope and Adventure. In all of us there is a Wild Thing."

The adjoining bench bears the plaque: "For Buddha Branca Chris's Bulldog forever by his side."

A memorial service was held at the benches. Some 80 people attended. Subsequently, friends have visited the benches, taken pictures, sent them on to the family.

A few weeks ago, his mother went to check on the benches and two of his childhood friends were sitting on them, chatting away. She sat down, slipped into the conversation. Another time, she looked in on the benches and a high school friend of Mr. Branca's was resting there. It turned out that he was in town visiting. He lives in Puerto Rico.

Benches. Benches. Benches. They can serve many purposes. He came to New York from Bogotá, Colombia. She arrived from St. Petersburg, Fla. They met in March 2014, at a friend's birthday party. Chrissy Crawford made such an impression on Enrique Corredor that on the way home in a cab, he texted her to ask her out. Things went excellently from then on.

As a boy he used to play in the park, dissolving into the Ramble. For years, he had had a dream that when he proposed to a woman, he would do it with one of the benches whose inscriptions he read. Right where he used to play. He just needed the woman.

Now he was set.

What to put on it? He trawled the internet, looking up love poems, romantic sayings. "I was surprised, but some of the best love lines were in letters written by Henry Kissinger," he said.

Yes, of course.

Nonetheless, he kept going. He came across something from "Gone With the Wind," Rhett Butler proposing to Scarlett O'Hara: "Say you're going to marry me.

Say yes. Say yes." Ms. Crawford was from the South. That would do it. He altered it somewhat and made the plaque: "My dearest Chrissy. Say you will marry me. With all my love and promise. Enrique. June 2015."

He picked a day for the surprise. He had gotten the engagement ring of Ms. Crawford's grandmother that he was going to use. But it rained. He had to push it back. He didn't know, but the new date was the wedding anniversary of her grandmother.

He suggested they run in the park. Ms. Crawford made it clear they had to leave by a certain time, for she had a business meeting. She has an online art gallery. He is an investment banker.

They ran. "He kept stalling and wanting to walk around and get coffee, explore," she remembered. "I was so angry with him by the time we got to the bench."

He told her, "Hey, Chrissy, look at that bench." The anger dissipated. He dropped to his knee. She said yes.

It was an expensive way to propose, considering it can be done free, but he didn't see it that way. "Well, I didn't have to pay for an engagement ring, so I get off on that," he said. "But I looked on it as a creating an heirloom. Leaving our mark on the city."

Something like 43 million people visit the park every year. Once a month or so, the couple will swing by, sit on the bench, their bench, and amid the park's placidity, contentedly gaze at the humanity filing past, and feel good.

A version of this article appears in print on June 19, 2016, on page MB1 of the New York edition with the headline: 4,223 Benches With Stories to Tell.

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There are 9,485 benches in the park. Almost half of them are more than simply places to sit. Credit Photographs by Nicole Bengiveno/The New York Times and Yana Paskova for The New York Times

May family members in Central Park, from left: Karen, Tony, Thornwell, Theodore and Theodore's wife, Lucinda. Credit Yana Paskova for The New York Times Photo

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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
Jimmy L. Morales, City Manager

FROM: Commissioner Ricky Arriola

DATE: July 6, 2016

SUBJECT: Referral to Planning Board

I am seeking a referral to Planning Board to analyze and provide the City Commission a recommendation relating to an additional modification to the Sign Code. The Planning Board previously received a referral to review the Sign Code and will be conducting its review this summer. This request would supplement the original referral to the Board.

The draft language is intended to provide a synergy between cultural institutions. various governmental sites, and perhaps certain key private locations in the City, which facilities would have space available to facilitate signage that would spread the news of community events, or holiday greetings to the community at large.

Upon referral, the City Attorney's office will review the proposed ordinance to ensure compliance with US Supreme Court precedent.

Proposed language:

Sec. 138-204. - Artistic or super graphics.
Artistic or super graphics and/or neon banding that have no commercial association are permitted, and may or may not face a street, with the approval of the design review board. If they are located in a local historic district or upon a historic site then it shall be reviewed by the joint design review and historic preservation board pursuant to chapter 118, article II. **Projected or illuminated artistic or super graphics with changing or moving images are permitted following conceptual public hearing approval. Any image or video used in such display must be consistent with the conceptual approval. Artistic or super graphics may include text, images, and video promoting City-sponsored community fairs, festivals, or events, otherwise providing public information, or incorporating material from a recognized cultural/ educational center of excellence based or domiciled in Miami-Dade County including any other cultural facilities from around the world that have an agreement to share content with one of the before mentioned recognized**

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Cultural/educational centers. Any artistic or super graphic promoting a specific event must be removed within one (1) day of the end of the event.

For any further information, please contact my aide, Erick Chiroles, at extension 6274.

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **REFERRAL TO THE PLANNING BOARD - PROPOSED ORDINANCE AMENDMENT PERTAINING TO DEMOLITION PROCEDURES FOR SINGLE FAMILY HOMES.**

ADMINISTRATION RECOMMENDATION

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

HISTORY

On February 10, 2016, at the request of Commissioner Joy Malakoff, the City Commission referred this item to the Land Use and Development Committee (Item C4J). On February 17, 2016, the Land Use Committee discussed procedures for the issuance of demolition permits for single family homes, and continued the matter to March 30, 2016.

On March 30, 2016, the Land Use and Development Committee recommended approval of the proposed ordinance, including a modification that would also allow plans for proposed site improvements to satisfy the demolition review criteria for construction plans, when such improvements are part of an aggregated lot with an existing single family home. This ordinance does not require the review of a new replacement home by the Design Review Board when a post-1942 home is demolished.

On April 19, 2016, the Planning Board (by a 5-2 vote) transmitted the proposed Ordinance to the City Commission with an unfavorable recommendation. Additionally, the Planning Board recommended that the City Commission study expanding the definition and year of eligibility for architecturally significant homes, to include review and eligibility criteria beyond the current date of 1942.

On May 11, 2016, the City Commission considered the proposed ordinance and referred the matter back to the Land Use Committee for further discussion. Specifically, the City Commission requested that an alternative standard for minimum property maintenance standards be developed as part of the legislation.

On May 18, 2016 the Land Use Committee continued the item to June 15, 2016. On June 15, 2016, the Land Use Committee discussed the revised draft ordinance and recommended that the

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City Commission refer the item to the Planning Board, with a modification that drought tolerant and environmentally sensitive landscape material be used for vacant lots instead of St. Augustine sod.

ANALYSIS

Currently, the Land Development Regulations (LDRs) in the City Code do not provide a process for the review of a demolition permit for a single family home, with the exception of the following:

- Homes located within the boundaries of a Local Historic District;
- Homes individually designated as a Historic Site or Historic Structure;
- Homes constructed prior to 1942 and determined to be 'Architecturally Significant'.

Section 142-108(f) of the City Code currently requires that the following benchmarks be met, prior to the issuance of a demolition permit for a pre-1942, Architecturally Significant home:

1. The issuance of a building permit process number for new construction;
2. The building permit application and all required plans for the new construction shall be reviewed and approved by the Planning Department;
3. All applicable fees for the new construction shall be paid, including, but not limited to, building permit and impact fees, as well as applicable concurrency and parking impact fees;
4. A tree survey, if required, shall be submitted and a replacement plan, if required, shall be reviewed and approved by the Urban Forestry in the Environment & Sustainability Department;

The subject ordinance proposes to modify Sec. 142-108(f) of the City Code by extending the current demolition approval procedures for pre-1942 homes to all single family homes. This proposal does not mandate a different level of review for new construction, but requires that the issuance of a demolition permit be predicated upon meeting the same benchmarks currently required for pre-1942, architecturally significant single family homes. An additional modification to Sec 142-108(f)(2)d is also proposed, to clarify the regulatory responsibility for required tree surveys and mitigation. In this regard, Urban Forestry in the Environment & Sustainability Department has replaced the Green Space Management as the regulatory authority.

Pursuant to the direction of the City Commission on May 11, 2016, a second option for landscaping and improving the appearance of vacant lots created by the demolition of single family homes has been drafted. In this regard, for homes constructed after 1942, a property owner would have the option of complying with the following, in lieu of the building permit benchmarks:

1. Raise the entire property to sidewalk grade, or the crown of the road, with approved base material;
2. Install sod on the entire site and hedge material along the entire perimeter of the property;
3. Fencing for the property, if any, shall consist of aluminum picket along the entire perimeter.

Additionally, the failure to maintain the landscaping and sod on the property shall be deemed a violation of this section of the code and the following civil fines are proposed in the event of a violation of this section:

a. First violation within a 12-month period: $2,500.00;
b. Second violation within a 12-month period: $5,000.00;
c. Third violation within a 12-month period: $7,500.00;
d. Fourth or subsequent violation within a 12-month period: $10,000.00.

The attached draft ordinance includes the above noted revised language, as well as the following, to address the recommendation of the Land Use Committee:

> *The demolition permit shall indicate that drought and salt tolerant sod, such as bahia sod or seashore paspalum sod shall be installed on the entire site.*

The Administration is recommending the aforementioned sod material in lieu of the standard st. augustine sod. While falling within the 'sod' family, both bahia and seashore paspalum sod have proven to be drought and salt tolerant, and are very durable materials for vacant land.

CONCLUSION

In accordance with the June 15, 2016 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.

JLM/SMT/TRM

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SINGLE FAMILY HOME – NON ARCHITECTURALLY SIGNIFICANT - DEMOLITION PROCEDURES

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR's) OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," SECTION 142-108, "PROVISIONS FOR THE DEMOLITION OF SINGLE-FAMILY HOMES LOCATED OUTSIDE OF HISTORIC DISTRICTS;" BY AMENDING THE REQUIREMENTS AND PROCEDURES FOR THE ISSUANCE OF A DEMOLITION PERMIT FOR SINGLE FAMILY HOMES THAT ARE NOT ARCHITECTURALLY SIGNIFICANT; CREATING SUBSECTION (j), ENTITLED ISSUANCE OF DEMOLITION PERMITS FOR SINGLE FAMILY HOMES THAT ARE NOT ARCHITECTURALLY SIGNIFICANT; PROVIDING FOR FINES , APPEALS AND ENFORCEMENT; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach has the authority to enact laws which promote the public health, safety and general welfare of its citizens; and

WHEREAS, the City of Miami Beach Land Development Regulations ("LDRs") provides for the regulation of land within the City; and

WHEREAS, the City's LDRs do not currently provide for any formal demolition rules or procedures when a total demolition permit is requested for a single family structure that is not located within the boundaries of a Local Historic District, not individually designated as an Historic Site or Historic Structure or has not been determined to be an Architecturally Significant Pre-1942 Single Family Home; and

WHEREAS, it is appropriate for the City to adopt criteria in the LDRs by which formal demolition rules and procedures are codified for all single family structures located within the City; 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. Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 2, "Single Family Residential Districts," of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

DIVISION 2. RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS

Sec. 142-108. - Provisions for the demolition of single-family homes located outside of historic districts.

* * *

(f) *Issuance of demolition permits for architecturally significant single family homes.*

(1) Emergency demolition orders. This section shall not supersede the requirements of the applicable building code with regard to unsafe structures and the issuance of emergency demolition orders, as determined by the building official.

(2) A demolition permit for the total demolition of an architecturally significant single-family home constructed prior to 1942, shall not be issued unless all of the following criteria are satisfied:

a. the issuance of a building permit process number for new construction;

b. the building permit application and all required plans for the new construction shall be reviewed and approved by the Planning Department;

c. all applicable fees for the new construction shall be paid, including, but not limited to, building permit and impact fees, as well as applicable concurrency and parking impact fees;

d. a tree survey, if required, shall be submitted and a replacement plan, if required, shall be reviewed and approved by ~~the Greenspace Management Division~~ Urban Forestry in the Environment & Sustainability Department.

* * *

(j) *Issuance of demolition permits for single family homes that are not architecturally significant.*

(1) Emergency demolition orders. This section shall not supersede the requirements of the applicable building code with regard to unsafe structures and the issuance of emergency demolition orders, as determined by the building official.

(2) A demolition permit for the total demolition of any single-family home that is not architecturally significant, regardless of year of construction, shall not be issued unless all of the following criteria are satisfied:

a. Obtain a building permit process number, which shall require:

(i) a building permit process number for new construction;

(ii) the building permit application and all required plans for the new construction, or proposed improvements to a lot that is abutting an aggregated lot with an existing single family home, shall be reviewed and approved by the Planning Department;

(iii) all applicable fees for the new construction, or proposed improvements to a lot that is abutting an aggregated lot with an existing single family home, shall be paid, including, but not limited to, building permit and impact fees, as well as applicable concurrency and parking impact fees;

(iv) a tree survey, if required, shall be submitted and a replacement plan, if required, shall be reviewed and approved by the Urban Forestry in the Environment & Sustainability Department.

b. Or, alternatively, be required to comply with the following:

(i) A tree survey, if required, shall be submitted and a replacement plan, if required, shall be reviewed and approved by the Urban Forestry in the Environment & Sustainability Department.

(ii) The demolition permit shall indicate that the entire property shall be raised to sidewalk grade, or the crown of the road, upon the completion of demolition, with approved base material.

(iii) The demolition permit shall indicate that drought and salt tolerant sod, such as bahia sod or seashore paspalum sod shall be installed on the entire site and hedge material shall be installed along the entire perimeter of the property.

(iv) Fencing for the property, if any, shall only consist of aluminum picket along the entire perimeter of the property.

(v) The raising of the site to sidewalk grade and the installation of all required landscaping must be completed within 10 days of the completion of demolition. All landscaping shall be maintained as required by the demolition permit, and the City's Landscaping Code.

(3) Penalties and enforcement. For a violation of subsection 142-108(j)(2)b., each day of noncompliance shall constitute a separate offense. The code compliance department is empowered and authorized to require compliance with this section within 30 days of written notice to violators.

(4) The following civil fines shall be imposed for a violation of this subsection 142-108(j)(2)b.:

a. First violation within a 12-month period: $2,500.00;
b. Second violation within a 12-month period: $5,000.00;
c. Third violation within a 12-month period: $7,500.00;
d. Fourth or subsequent violation within a 12-month period: $10,000.00.

(5) Enforcement of subsection 142-108(j)(2)b. The code compliance department shall enforce subsection 142-108(j)(2)b. The notice of violation shall inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, 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.

(6) Rights of violators of subsection 142-108(j)(2)b.; 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. 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 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. 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.

e. The special master shall be prohibited from hearing the merits of the notice of violation or considering the timeliness of a request for an administrative hearing if the violator has failed to request an administrative hearing within ten (10) days of the service of the notice of violation.

f. The special master shall not have discretion to alter the penalties prescribed in this section.

g. Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

* * *

SECTION 2. REPEALER

All ordinances or parts of ordinances 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 _____, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

First Reading: September 14, 2016
Second Reading: October 19, 2016

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

Underline denotes new language
~~Strikethrough~~ denotes deleted language

[Sponsored by Commissioner Malakoff]

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **REFERRAL TO THE PLANNING BOARD - PROPOSED ORDINANCE AMENDMENT PERTAINING TO ALCOHOLIC BEVERAGE ESTABLISHMENTS IN THE CD-3 DISTRICT ON 41ST STREET.**

ADMINISTRATION RECOMMENDATION

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

HISTORY

On May 11, 2016, the City Commission referred a discussion item pertaining to operational regulations for alcoholic beverage establishments in the CD-3 zoning district on 41st Street to address compatibility issues with the surrounding residential district to the Land Use and Development Committee (item C4C). The referral was sponsored by Commissioner John Elizabeth Alemán.

On May 18, 2016, the Land Use and Development Committee (LUDC) discussed the item and directed staff to bring back a draft ordinance on June 15, 2016, based upon the language in the recently approved Alton Road west alcoholic beverage amendment. On June 15, 2016, the Land Use Committee discussed the draft ordinance and recommended that the City Commission refer the item to the Planning Board.

BACKGROUND

The CD-3 districts are the highest commercial zoning districts in the city allowing for dense urban development. The entire length of 41st Street from Alton Road on the west to the Indian Creek Waterway on the east is zoned CD-3 except for one block which is zoned RM-3 residential multifamily high intensity. Directly north and south of 41st Street are residential zoning districts mostly comprised of single family homes and residential multifamily buildings buffered on the south by the CD-1 low-intensity zoning district.

Special regulations for alcoholic beverage establishments exist for the South of Fifth neighborhood, North Beach, Sunset Harbour, and most recently the west side of Alton Road. These areas of the City have a mixture of residential developments and destination eating and drinking

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Date 7-13-16

establishments. Although presently there are not many large restaurants or bars on 41st Street, both the CD-1 and the CD-3 zoning districts allow for such uses.

ANALYSIS

Currently, in the CD-1 and CD-3 zoning districts alcoholic beverage establishments are listed as permitted uses pursuant to the regulations set forth in Chapter 6 of the City Code. Only alcoholic beverage establishments that exceed neighborhood impact establishment (NIE) thresholds would be subject to operational conditions set by the Planning Board through the Conditional Use process.

At the direction of the LUDC, the draft ordinance contained herein is based on the regulations proposed for the west side of Alton Road. The following is a summary of the changes proposed for alcoholic beverage establishments generally bounded by 40th Street to the south and 42nd Street to the north from Alton Road to the Indian Creek waterway:

- Operations shall cease no later than 2:00 a.m.
- Establishments with sidewalk café permits shall only serve alcoholic beverages at sidewalk cafés during hours when food is served in the restaurant, shall cease sidewalk café operations at 12:00 a.m., and shall not be permitted to have outdoor speakers.
- Commercial uses on rooftops shall be limited to restaurants only, shall cease operations no later than 11:00 p.m. on weekdays and 12:00 a.m. on weekends, and shall only be permitted to have ambient, background music.
- Entertainment establishments shall be required to obtain conditional use approval from the planning board, in accordance with the requirements and procedures of chapter 118, article IV. Additionally, if approved as a conditional use, entertainment establishments shall be required to install a double door vestibule at all access points from the sidewalk, with the exception of emergency exits.
- Outdoor bar counters shall be prohibited.
- No special event permits shall be issued to alcoholic beverage establishments.

As a point of clarification, the proposed regulations would only apply to new establishments or any existing establishment that applied to expand its hours or location for seating. Similar operational regulations exit in the South of Fifth neighborhood and in the Alton Road/West Avenue corridor.

The Land Use Committee also recommended that an exceptions clause be added to the legislation, which has been included in the draft ordinance for referral. Additionally, the Land Use Committee agreed with the recommendation of the City Attorney's office that additional minor changes be made to the legislation, in order to cross reference applicable sections of the City Code pertaining to sidewalk cafes and conditional use approval.

CONCLUSION

In accordance with the June 15, 2016 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 following be included in the draft ordinance to be reviewed by the Planning Board:

1. The sidewalk cafe hours shall be moved to Chapter 82; specifically Sec 82-388. Additionally, references to Chapter 82 shall be included in the district regulations.

2. Wherever entertainment establishments are listed as a conditional use, they shall be noted in the conditional use sections – not in the "special regulations for alcoholic beverage establishments." All conditional uses will be listed in one place and can include the double-door vestibule requirement, as applicable, in the conditional use section.

JLM/SMT/TRM

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41st STREET CD-1 AND CD-3 DISTRICTS
ALCOHOLIC BEVERAGE ESTABLISHMENT REGULATIONS

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE II, "DISTRICT REGULATIONS," (1) AT DIVISION 4, "CD-1 COMMERCIAL LOW INTENSITY DISTRICT," SECTION 142-272, "MAIN PERMITTED USES;" SECTION 142-273, "CONDITIONAL USES;" SECTION 142-274, "ACCESSORY USES;" AND SECTION 142-279 "SPECIAL REGULATIONS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS;" AND (2) AT DIVISION 6, "CD-3 COMMERCIAL HIGH INTENSITY DISTRICT," SECTION 142-332, "MAIN PERMITTED USES;" SECTION 142-334, "ACCESSORY USES;" AND SECTION 142-340, "SPECIAL REGULATIONS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS;" TO AMEND THE HOURS OF OPERATION, LOCATION, AND USE RESTRICTIONS FOR PROPERTIES GENERALLY BOUNDED BY 40TH STREET TO THE SOUTH AND 42nd STREET ON THE NORTH FROM ALTON ROAD TO INDIAN CREEK; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the 41st Street corridor has historically been composed of low intensity retail, service and retail establishments, which primarily serve City residents; and

WHEREAS, alcoholic beverage establishments in Miami Beach have been historically concentrated in the commercial and mixed-use entertainment districts along Washington Avenue, Collins Avenue, and Ocean Drive; and

WHEREAS, surrounding the 41st Street corridor is a neighborhood comprised mainly of single family homes and residential uses that are only divided by the distance of a street from the CD-1, low intensity and CD-3, high intensity commercial zoning districts; and

WHEREAS, the City Code allows certain uses within the CD-1, and CD-3 districts, which, absent mitigation, could be incompatible with adjacent residential uses in surrounding neighborhood; and

WHEREAS, large restaurants, stand-alone bars, entertainment establishments, and dance halls can sometimes be incompatible with the low scale character and quality of life of adjacent residential neighborhoods if not regulated; and

WHEREAS, the Mayor and City Commission desire to encourage uses that are compatible with the low-scale character of the neighborhood; and

WHEREAS, pursuant to Section 562.14, Florida Statutes, a municipality may, by ordinance, establish hours of sale for alcoholic beverages; and

WHEREAS, Florida courts have rejected equal protection and due process challenges to Section 562.14, Florida Statutes (*See Wednesday Night, Inc. v. City of Fort Lauderdale* (Fla. 1973)); and

WHEREAS, in *State ex rel. Floyd v. Noel* (Fla. 1936), the Florida Supreme Court recognized that "[i]t is so well settled that no citation of authority is required to support the statement that a municipality exercising the powers inherent in municipal corporations may reasonably regulate the sale of intoxicating liquors and in providing such reasonable regulations may prohibit the sale of such liquors within certain hours, and also may prohibit the sale of liquors within certain zones"; and

WHEREAS, in *Makos v. Prince* (Fla. 1953), the Florida Supreme Court recognized that a county may establish separate zones for the hours of sale of alcoholic beverages, and that the regulation of hours need not be uniform throughout the county as a whole; and

WHEREAS, Florida courts have consistently held that alcoholic beverage establishments are not entitled to grandfather status as to hours of sale for alcoholic beverages (*See Village of North Palm Beach v. S & H Foster's, Inc.* (Fla. 4th DCA 2012); *Other Place of Miami, Inc. v. City of Hialeah Gardens* (Fla. 3d DCA 1978)); and

WHEREAS, Chapter 1, of the Land Use Element, Objective 2, "Land Use Compatibility," of the City's 2025 Comprehensive Plan (hereinafter "Plan"), specifies that the City's land development regulations will be used to address the location, type, size and intensity of land uses and to ensure adequate land use compatibility between residential and non-residential land uses; and

WHEREAS, Policy 2.1 of the Plan provides that the land development regulations shall continue to address the location and extent of nonresidential land uses in accordance with the Future Land Use map and the policies and descriptions of types, sizes and intensities of land uses contained in [the Future Land Use] Element; and

WHEREAS, Policy 2.2 of the Plan provides that development in land use categories which permit both residential and non-residential uses shall be regulated by formalized land development regulations which are designed to ensure adequate land use compatibility; and

WHEREAS, compatibility shall be achieved by one or more of the following: (1) enumeration of special land uses which may be particularly incompatible with residential uses and may be prohibited in specified areas or zoning districts; (2) enumeration of special land use administrative procedures such as Conditional Use approval, which require public hearings prior to special land use approval; (3) enumeration of special land use criteria such as minimum required distance separations from residential districts or uses or allowable hours of operation, to ensure that non-residential special land uses are properly located with respect to any residential uses to which they may be incompatible; and (4) the vertical separation of residential and non-residential uses within mixed use buildings through the use of land use regulations on accessory uses within residential buildings, and the identification of those types of commercial uses which are particularly incompatible with residential uses and which shall therefore NOT be permitted in mixed use buildings; and,

WHEREAS, in determining incompatibility, consideration shall be given to noise, lighting, shadows, access, traffic, parking, height, bulk, landscaping, hours of operation, buffering and any other criteria that may be important to ensure that necessary safeguards

are provided for the protection of surrounding property, persons, and neighborhood values; and

WHEREAS, in accordance with Chapter 1, Objective 2, Policies 2.1 and 2.2 of the Plan, is it is desirable to encourage uses in commercial districts that are properly balanced and compatible with the scale, character and context of adjacent residential neighborhoods; 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 4, "CD-1, Commercial, Low Intensity District," is hereby amended as follows:

CHAPTER 142
ZONING DISTRICTS AND REGULATIONS

* * *

ARTICLE II. – DISTRICT REGULATIONS

* * *

DIVISION 4. - CD-1 COMMERCIAL, LOW INTENSITY DISTRICT

Sec. 142-272. - Main permitted uses.

The main permitted uses in the CD-1 commercial, low intensity district are commercial uses; apartments; bed and breakfast inn (pursuant to Section 142-1401); religious institutions with an occupancy of 199 persons or less, and alcoholic beverage~~s~~ establishments pursuant to the regulations set forth in Chapter 6. Alcoholic beverage establishments located in two geographic areas within the CD-1 commercial, medium intensity district shall be subject to the additional requirements set forth in section 142-279:

(a) ~~o~~On the west side of Alton Road and east of Alton Court, between 11th Street and 14th Street.~~, shall be subject to the additional requirements set forth in section 142-279.~~

(b) Areas adjacent to the CD-3 zoning district along the 41st Street corridor from Alton Road to the Indian Creek waterway.

Sec. 142-273. - Conditional Uses.

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. Alcoholic beverage establishments located in two geographic areas within the CD-1 commercial, medium intensity district shall be subject to the additional requirements set forth in section 142-279:

(a) ~~e~~On the west side of Alton Road and east of Alton Court, between 11th Street and 14th Street., ~~shall be subject to the additional requirements set forth in section 142-279.~~

(b) Areas adjacent to the CD-3 zoning district along the 41st Street corridor from Alton Road to the Indian Creek waterway.

Sec. 142-274. - Accessory uses.

The accessory uses in the CD-1 commercial, low intensity district are as required in article IV, division 2 of this chapter. Alcoholic beverage establishments in two geographic areas within the CD-1 commercial, medium intensity district shall be subject to the additional requirements set forth in section 142-279:

(a) ~~e~~On the west side of Alton Road and east of Alton Court, between 11th Street and 14th Street., ~~shall be subject to the additional requirements set forth in section 142-279.~~

(b) Areas adjacent to the CD-3 zoning district along the 41st Street corridor from Alton Road to the Indian Creek waterway.

* * *

Sec. 142-279. - Special regulations for alcoholic beverage establishments.

(a) The following additional regulations shall apply to alcoholic beverage establishments, whether as a main use, conditional use, or accessory use, that are located on the west side of Alton Road and east of Alton Court, between 11th Street and 14th Street:

1. Operations shall cease no later than 2:00 a.m.

2. Establishments with sidewalk café permits shall only serve alcoholic beverages at sidewalk cafés during hours when food is served in the restaurant, shall cease sidewalk café operations at 12:00 a.m., and shall not be permitted to have outdoor speakers.

3. Commercial uses on rooftops shall be limited to restaurants only, shall cease operations no later than 11:00 p.m. on weekdays and 12:00 a.m. on weekends, and shall only be permitted to have ambient, background music.

4. Entertainment establishments shall be required to obtain conditional use approval from the planning board, in accordance with the requirements and procedures of chapter 118, article IV. Additionally, if approved as a conditional use, entertainment establishments shall be required to install a double door vestibule at all access points from the sidewalk, with the exception of emergency exits.

5. Outdoor bar counters shall be prohibited.

6. No special event permits shall be issued.

(b) ~~This~~ ~~s~~Section (a) above shall not apply to any valid, pre-existing permitted use with a valid business tax receipt (BTR) for an alcoholic beverage establishment that (i) is in application status prior to April 14, 2016; or (ii) issued prior to May 21, 2016; or (iii) to an establishment that has obtained approval for an alcoholic beverage establishment from a land use board, and which land use board order is active and has not expired, prior to May 21, 2016. Any increase to the approved hours of operation shall meet the requirements of this section.

(c) The following additional regulations shall apply to alcoholic beverage establishments, whether as a main use, conditional use, or accessory use, that are located in areas adjacent to the CD-3 zoning district along the 41st Street corridor from Alton Road to the Indian Creek waterway:

1. Operations shall cease no later than 2:00 a.m.

2. Establishments with sidewalk café permits shall only serve alcoholic beverages at sidewalk cafés during hours when food is served in the restaurant, shall cease sidewalk café operations at 12:00 a.m., and shall not be permitted to have outdoor speakers.

3. Commercial uses on rooftops shall be limited to restaurants only, shall cease operations no later than 11:00 p.m. on weekdays and 12:00 a.m. on weekends, and shall only be permitted to have ambient, background music.

4. Entertainment establishments shall be required to obtain conditional use approval from the planning board, in accordance with the requirements and procedures of chapter 118, article IV. Additionally, if approved as a conditional use, entertainment establishments shall be required to install a double door vestibule at all access points from the sidewalk, with the exception of emergency exits.

5. Outdoor bar counters shall be prohibited.

6. No special event permits shall be issued to alcoholic beverage establishments.

7. This section shall not apply to any valid, pre-existing permitted use with a valid business tax receipt (BTR) for an alcoholic beverage establishment that was issued prior to August 23, 2016, or to an establishment that has obtained approval for an alcoholic beverage establishment from a land use board, and which land use board order is active and has not expired, prior to August 23, 2016. Any increase to the approved hours of operation shall meet the requirements of this section.

SECTION 2. Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 6, "CD-3, Commercial, High Intensity District," is hereby amended as follows:

DIVISION 6. - CD-3 COMMERCIAL, HIGH INTENSITY DISTRICT

* * *

Sec. 142-332. - Main permitted uses.

The main permitted uses in the CD-3 commercial, high intensity district are commercial uses; apartments; apartment/hotels; hotels, alcoholic beverage establishments pursuant to the regulations set forth in Chapter 6, and religious institutions with occupancy of 199 persons or less. Offices are prohibited on the ground floor on that portion of Lincoln Road which is closed to traffic, unless the office area is located in a mezzanine, or at least 75 feet back from the storefront; also apartments, apartment/hotels and hotels located on that portion of Lincoln Road shall comply with section 142-335. Dance halls (as defined in section 114-1 of this Code) not also operating as restaurants with full kitchens and serving full meals and licensed as alcoholic beverage establishments are prohibited on properties having a lot line adjoining Lincoln Road, from the Atlantic Ocean to Biscayne Bay, unless the dance hall is located within a hotel with a minimum of 100 hotel units. Alcoholic beverage establishments generally bounded by 40th Street to the south and 42nd Street to the north from Alton Road to the Indian Creek waterway shall be subject to the additional requirements set forth in section 142-340.

* * *

Sec. 142-334. - Accessory uses.

The accessory uses in the CD-3 commercial, high intensity district are as follows:

(1) Those uses permitted in article IV, division 2 of this chapter.

(2) Accessory outdoor bar counters, provided that the accessory outdoor bar counter is not operated or utilized between midnight and 8:00 a.m.; however, for an accessory outdoor bar counter which is adjacent to a property with an apartment unit, the accessory outdoor bar counter may not be operated or utilized between 8:00 p.m. and 8:00 a.m.

(3) Alcoholic beverage establishments generally bounded by 40th Street to the south and 42nd Street to the north from Alton Road to the Indian Creek waterway shall be subject to the additional requirements set forth in section 142-340.

* * *

Sec. 142-340. - Special regulations for alcohol beverage establishments.

The following additional requirements shall apply to alcoholic beverage establishments, whether as a main use, conditional use, or accessory use, that are generally bounded by 40th Street to the south and 42nd Street to the north from Alton Road to the Indian Creek waterway:

1. Operations shall cease no later than 2:00 a.m.

2. Establishments with sidewalk café permits shall only serve alcoholic beverages at sidewalk cafés during hours when food is served in the restaurant, shall cease sidewalk café operations at 12:00 a.m., and shall not be permitted to have outdoor speakers.

3. Commercial uses on rooftops shall be limited to restaurants only, shall cease operations no later than 11:00 p.m. on weekdays and 12:00 a.m. on weekends, and shall only be permitted to have ambient, background music.

4. Entertainment establishments shall be required to obtain conditional use approval from the planning board, in accordance with the requirements and procedures of chapter 118, article IV. Additionally, if approved as a conditional use, entertainment establishments shall be required to install a double door vestibule at all access points from the sidewalk, with the exception of emergency exits.

5. Outdoor bar counters shall be prohibited.

6. No special event permits shall be issued to alcoholic beverage establishments.

7. This section shall not apply to any valid, pre-existing permitted use with a valid business tax receipt (BTR) for an alcoholic beverage establishment that was issued prior to August 23, 2016, or to an establishment that has obtained approval for an alcoholic beverage establishment from a land use board, and which land use board order is active and has not expired, prior to August 23, 2016. Any increase to the approved hours of operation shall meet the requirements of this section.

* * *

SECTION 3. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith 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 re-numbered or re-lettered 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.

_____
Philip Levine
Mayor

ATTEST:

_____
Rafael E. Granado
City Clerk

(Sponsored by Commissioner John Elizabeth Alemán)

First Reading: September 14, 2016
Second Reading: October 19, 2016

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

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **REFERRAL TO THE PLANNING BOARD - PROPOSED ORDINANCE AMENDMENT PERTAINING TO ALCOHOLIC BEVERAGE ESTABLISHMENTS IN THE SUNSET HARBOR NEIGHBORHOOD.**

ADMINISTRATION RECOMMENDATION

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

HISTORY

On April 13, 2016, the City Commission referred a discussion item pertaining to future rooftop and deck accessory bar uses in the Sunset Harbour neighborhood to the Land Use and Development Committee (item C4B). The referral was sponsored by Commissioner Michael Grieco.

On April 20, 2016, the Land Use and Development Committee (LUDC) continued the item to the May 18, 2016 LUDC meeting. On May 18, 2016, the LUDC discussed the item and directed staff to bring back a draft ordinance on June 15, 2016. On June 15, 2016, the Land Use Committee discussed the draft ordinance and recommended that the City Commission refer the item to the Planning Board.

ANALYSIS

Certain regulations specific to alcoholic beverage establishment exist for the South of Fifth neighborhood and other parts of the City including North Beach, Sunset Harbour and the recently adopted legislation for the west side of Alton Road (ORD 2016-4014). These areas of the city have a mixture of residential developments and destination eating and drinking establishments.

Currently, the Sunset Harbour neighborhood, generally bounded by Purdy Avenue, 20th Street, Alton Road and Dade Boulevard has regulations that require a Conditional Use permit for large restaurants, and prohibits standalone bars, dance and entertainment establishments. Residents of the Sunset Harbour neighborhood have requested changes to the allowable hours of operation and to prohibit above ground alcohol establishments, as well as accessory outdoor bar counters.

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Date 7-13-16

At the direction of the LUDC, a draft ordinance, based on the suggestions of area residents, was prepared for discussion at the June 15, 2016 meeting. The following is a summary of the changes proposed by this ordinance for the zoning districts in the Sunset Harbour neighborhood:

- All establishment of any kind serving alcoholic beverages may not operate any outside dining areas or accessory bar counters above the ground floor.

- Outdoor speakers except those required by the building and fire codes shall not be permitted in any establishment serving alcoholic beverages.

- Special events shall not be permitted in any establishment serving alcohol.

- All establishments serving alcohol shall close by 2:00 AM. The exterior portions of alcoholic beverage establishments, including sidewalk cafes, shall cease operations at 12:00 AM.

As a point of clarification, the proposed regulations would only apply to new establishments or any existing establishment that applied to expand its hours or location for seating. Similar operational regulations exit in the South of Fifth neighborhood and in the Alton Road/West Avenue corridor.

While supportive of the ordinance, the Land Use Committee recommended that the roof-top portion of the regulations comport with the requirements in place for the area south of Fifth Street, that outdoor speakers be permitted to play ambient, background music, and that an exceptions clause be added to the legislation. All of these recommendations have been included in the draft ordinance for referral. Also, the Land Use Committee agreed with the recommendation of the City Attorney's office that additional minor changes be made to the legislation, in order to cross reference applicable sections of the City Code pertaining to sidewalk cafes and conditional use approval.

Finally, staff has identified an inconsistency in the I-1 conditional and prohibited use sections of the code. In this regard, Section 142-483 lists 'outdoor entertainment establishment' and 'open air entertainment establishment' as conditional uses in the I-1 district. However, these uses would not be permitted, if proposed, as Section 142-485 lists 'entertainment establishments' as a prohibited use in the I-1 district. Since the prohibited uses in a particular zoning district supersede the conditional use section, outdoor entertainment and open air entertainment establishments are not permitted. When the prohibition on entertainment establishments was adopted in 2012, the 'conditional use' subsection should have been modified to be consistent. To correct this inconsistency, Section 142-485 is proposed to be revised to clarify that 'outdoor entertainment establishment' and 'open air entertainment establishment' are prohibited uses.

CONCLUSION

In accordance with the June 15, 2016 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 following be included in the draft ordinance to be reviewed by the Planning Board:

1. The sidewalk cafe hours shall be moved to Chapter 82; specifically Sec 82-388. Additionally, references to Chapter 82 shall be included in the district regulations.

2. Wherever entertainment establishments are listed as a conditional use, they shall be noted in

the conditional use sections – not in the "special regulations for alcoholic beverage establishments." All conditional uses will be listed in one place and can include the double-door vestibule requirement, as applicable, in the conditional use section.

JLM/SMT/TRM

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SUNSET HARBOUR
ALCOHOLIC BEVERAGE ESTABLISHMENT REGULATIONS

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," (1) AT DIVISION 5, "CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT," SECTION 142-302, "MAIN PERMITTED USES," SECTION 142-304, "ACCESSORY USES," AND SECTION 142-310, "SPECIAL REGULATIONS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS"; AND (2) AT DIVISION 11, "I-1 LIGHT INDUSTRIAL DISTRICT," SECTION 142-482, "MAIN PERMITTED USES," SECTION 142-485, "PROHIBITED USES," AND SECTION 142-488 "SPECIAL REGULATIONS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS," TO CLARIFY PROBIBITED ENTERTAINMENT USES, AND AMEND THE HOURS OF OPERATION, LOCATION AND USE RESTRICTIONS FOR PROPERTIES IN THE SUNSET HARBOUR NEIGHBORHOOD, GENERALLY BOUNDED BY PURDY AVENUE, 20TH STREET, ALTON ROAD, AND DADE BOULEVARD; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Sunset Harbour neighborhood is composed of a mixture of residential, light industrial, and low intensity service, restaurant and retail uses, which primarily serve City residents; and

WHEREAS, alcoholic beverage establishments in Miami Beach have historically been concentrated in the commercial and mixed-use entertainment districts along Washington Avenue, Collins Avenue, and Ocean Drive; and

WHEREAS, residential uses in the Sunset Harbour neighborhood are divided only by the width of a street from the CD-2 commercial, medium intensity and the I-1 light industrial zoning districts; and

WHEREAS, the City Code permits certain uses within the CD-2 and I-1 zoning districts, which, absent mitigation, could be incompatible with adjacent residential uses in the Sunset Harbour neighborhood; and

WHEREAS, large restaurants, stand-alone bars, outdoor food and beverage service, entertainment establishments, and dance halls can, if not regulated, be incompatible with the scale, character, and quality of life of adjacent residential neighborhoods; and

WHEREAS, the Mayor and City Commission desire to encourage uses that are compatible with the scale and character of the neighborhood; and

WHEREAS, pursuant to Section 562.14, Florida Statutes, a municipality may, by ordinance, establish hours of sale for alcoholic beverages; and

WHEREAS, Florida courts have rejected equal protection and due process challenges to Section 562.14, Florida Statutes (*See Wednesday Night, Inc. v. City of Fort Lauderdale* (Fla. 1973)); and

WHEREAS, in *State ex rel. Floyd v. Noel* (Fla. 1936), the Florida Supreme Court recognized that "[i]t is so well settled that no citation of authority is required to support the statement that a municipality exercising the powers inherent in municipal corporations may reasonably regulate the sale of intoxicating liquors and in providing such reasonable regulations may prohibit the sale of such liquors within certain hours, and also may prohibit the sale of liquors within certain zones"; and

WHEREAS, in *Makos v. Prince* (Fla. 1953), the Florida Supreme Court recognized that a county may establish separate zones for the hours of sale of alcoholic beverages, and that the regulation of hours need not be uniform throughout the county as a whole; and

WHEREAS, Florida courts have consistently held that alcoholic beverage establishments are not entitled to grandfather status as to hours of sale for alcoholic beverages (*See Village of North Palm Beach v. S & H Foster's, Inc.* (Fla. 4th DCA 2012); *Other Place of Miami, Inc. v. City of Hialeah Gardens* (Fla. 3d DCA 1978)); and

WHEREAS, Chapter 1, of the Land Use Element, Objective 2, "Land Use Compatibility," of the City's 2025 Comprehensive Plan (hereinafter "Plan"), specifies that the City's land development regulations will be used to address the location, type, size and intensity of land uses and to ensure adequate land use compatibility between residential and non-residential land uses; and

WHEREAS, Policy 2.1 of the Plan provides that the land development regulations shall continue to address the location and extent of nonresidential land uses in accordance with the Future Land Use map and the policies and descriptions of types, sizes and intensities of land uses contained in [the Future Land Use] Element; and

WHEREAS, Policy 2.2 of the Plan provides that development in land use categories which permit both residential and non-residential uses shall be regulated by formalized land development regulations which are designed to ensure adequate land use compatibility; and

WHEREAS, compatibility shall be achieved by one or more of the following: (1) enumeration of special land uses which may be particularly incompatible with residential uses and may be prohibited in specified areas or zoning districts; (2) enumeration of special land use administrative procedures such as Conditional Use approval, which require public hearings prior to special land use approval; (3) enumeration of special land use criteria such as minimum required distance separations from residential districts or uses or allowable hours of operation, to ensure that non-residential special land uses are properly located with respect to any residential uses to which they may be incompatible; and (4) the vertical separation of residential and non-residential uses within mixed use buildings through the use of land use regulations on accessory uses within residential buildings, and the identification of those types of commercial uses which are particularly incompatible with residential uses and which shall therefore NOT be permitted in mixed use buildings; and

WHEREAS, in determining incompatibility, consideration shall be given to noise, lighting, shadows, access, traffic, parking, height, bulk, landscaping, hours of operation, buffering and

any other criteria that may be important to ensure that necessary safeguards are provided for the protection of surrounding property, persons, and neighborhood values; and

WHEREAS, in accordance with Chapter 1, Objective 2, Policies 2.1 and 2.2 of the Plan, is it is desirable to encourage uses in commercial districts that are properly balanced and compatible with the scale, character and context of adjacent residential neighborhoods; 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 5, "CD-2 Commercial, Medium Intensity District," is hereby amended as follows:

CHAPTER 142
ZONING DISTRICTS AND REGULATIONS

* * *

ARTICLE II. – DISTRICT REGULATIONS

* * *

DIVISION 5. - CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT

* * *

Sec. 142-302. - Main permitted uses.

The main permitted uses in the CD-2 commercial, medium intensity district are commercial uses; apartments; apartment/hotels; hotels; religious institutions with an occupancy of 199 persons or less and alcoholic beverages establishments pursuant to the regulations set forth in Chapter 6. The following ~~Alcoholic~~ alcoholic beverage establishments ~~located~~ within the CD-2 commercial, medium intensity district shall be subject to the additional requirements set forth in section 142-310:

(a) Alcoholic beverage establishments located on the west side of Alton Road and east of Alton Court, between 6th Street and 11th Street, and between 14th Street and Collins Canal; and ~~properties~~ alcoholic beverage establishments on the east side of West Avenue, between Lincoln Road and 17th Street, except alcoholic beverage establishments fronting Lincoln Road between West Avenue and Alton Road.~~, shall be subject to the additional requirements set forth in section 142-310.~~

(b) Alcoholic beverage establishments located in the Sunset Harbour neighborhood, which is generally bounded by Purdy Avenue to the west, 20th Street and the waterway to the north, Alton Road to the east, and Dade Boulevard to the south.

* * *

Sec. 142-304. - Accessory uses.

The accessory uses in the CD-2 commercial, medium intensity district are as required in article IV, division 2 of this chapter; and accessory outdoor bar counters, provided that the accessory outdoor bar counter is not operated or utilized between midnight and 8:00 a.m.; however, for an accessory outdoor bar counter which is adjacent to a property with an apartment unit, the accessory outdoor bar counter may not be operated or utilized between 8:00 p.m. and 8:00 a.m. The following ~~Alcoholic~~ alcoholic beverage establishments ~~located~~ within the CD-2 commercial, medium intensity district shall be subject to the additional requirements set forth in section 142-310:

(a) Alcoholic beverage establishments located on the west side of Alton Road and east of Alton Court, between 6th Street and 11th Street, and between 14th Street and Collins Canal; and ~~properties~~ alcoholic beverage establishments on the east side of West Avenue, between Lincoln Road and 17th Street, except alcoholic beverage establishments fronting Lincoln Road between West Avenue and Alton Road.~~, shall be subject to the additional requirements set forth in section 142-310.~~

(b) Alcoholic beverage establishments located in the Sunset Harbour neighborhood, which is generally bounded by Purdy Avenue to the west, 20th Street and the waterway to the north, Alton Road to the east, and Dade Boulevard to the south.

* * *

Sec. 142-310. Special regulations for alcohol beverage establishments.

(a) The following additional requirements shall apply to alcoholic beverage establishments, whether as a main use, conditional use, or accessory use, that are located on the west side of Alton Road and east of Alton Court, between 6th Street and 11th Street, and between 14th Street and Collins Canal; and properties on the east side of West Avenue, between Lincoln Road and 17th Street, except alcoholic beverage establishments fronting Lincoln Road between West Avenue and Alton Road:

1. Operations shall cease no later than 2:00 a.m.

2. Establishments with sidewalk café permits shall only serve alcoholic beverages at sidewalk cafés during hours when food is served in the restaurant, shall cease sidewalk café operations at 12:00 a.m., and shall not be permitted to have outdoor speakers.

3. Commercial uses on rooftops shall be limited to restaurants only, shall cease operations no later than 11:00 p.m. on weekdays and 12:00 a.m. on weekends, and shall only be permitted to have ambient, background music.

4. Entertainment establishments shall be required to obtain conditional use approval from the planning board, in accordance with the requirements and procedures of chapter 118, article IV. Additionally, if approved as a conditional use, entertainment establishments shall be required to install a double door vestibule at all access points from the sidewalk, with the exception of emergency exits.

5. Outdoor bar counters shall be prohibited.

6. No special event permits shall be issued.

~~(b)~~ This section (a) ~~above~~ shall not apply to any valid, pre-existing permitted use with a valid business tax receipt (BTR) for an alcoholic beverage establishment that (i) is in application status prior to April 14, 2016; or (ii) issued prior to May 21, 2016; or (iii) to an establishment that has obtained approval for an alcoholic beverage establishment from a land use board, and which land use board order is active and has not expired, prior to May 21, 2016. Any increase to the approved hours of operation shall meet the requirements of this section (a).

(b) *Sunset Harbour Neighborhood.* The following additional requirements shall apply to alcoholic beverage establishments, whether as a main use, conditional use, or accessory use, that are located in the Sunset Harbour neighborhood, which is generally bounded by Purdy Avenue to the west, 20th Street and the waterway to the north, Alton Road to the east, and Dade Boulevard to the south.

1. Operations shall cease no later than 2:00 a.m., except that outdoor operations (including sidewalk cafe operations) shall cease no later than 12:00 a.m.

2. Alcoholic beverage establishments may not operate any outside dining areas or accessory bar counters above the ground floor of the building in which they are located; however, outdoor restaurant seating, associated with indoor venues, not exceeding 40 seats, may be permitted above the ground floor until before 8:00 p.m.

3. Except as may be required by any applicable fire prevention code or building code, outdoor speakers shall only be permitted to play ambient, background music.

4. Special events shall not be permitted in any alcoholic beverage establishment.

5. This section shall not apply to any valid, pre-existing permitted use with a valid business tax receipt (BTR) for an alcoholic beverage establishment that was issued prior to August 23, 2016, or to an establishment that has obtained approval for an alcoholic beverage establishment from a land use board, and which land use board order is active and has not expired, prior to August 23, 2016. Any increase to the approved hours of operation shall meet the requirements of this section.

SECTION 2. Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 11, "I-1 Light Industrial District," is hereby amended as follows:

DIVISION 11. – I-1 LIGHT INDUSTRIAL DISTRICT

* * *

Sec. 142- 482. - Main permitted uses.

The main permitted uses in the I-1 urban light industrial district are those uses that are consistent with the district purpose including the following:

* * *

(13) Commercial uses that provide support services to the light industrial uses and to the adjacent RM-3 residents, including, but not limited to, retail sales, photocopying, coffee shops, video rentals, banks, restaurants, and alcoholic beverage establishments pursuant to the regulations set forth in Chapter 6~~, video rental, bank~~. Alcoholic beverage establishments located in the Sunset Harbour neighborhood, which is generally bounded by Purdy Avenue to the west, 20th Street and the waterway to the north, Alton Road to the east, and Dade Boulevard to the south, shall be subject to the additional requirements set forth in section 142-488.

* * *

Sec. 142-485. - Prohibited uses.

The prohibited uses in the I-1 urban light industrial district are accessory outdoor bar counters, bars, dance halls, ~~or~~ entertainment establishments (as defined in section 114-1 of this Code), outdoor entertainment establishments, open air entertainment establishments and residential uses, except as provided for in subsection 142-483(10).

* * *

Sec. 142-488. Special regulations for alcohol beverage establishments.

(a) *Sunset Harbour Neighborhood.* The following additional requirements shall apply to alcoholic beverage establishments, whether as a main use, conditional use, or accessory use, that are located in the Sunset Harbour neighborhood, which is generally bounded by Purdy Avenue to the west, 20th Street and the waterway to the north, Alton Road to the east, and Dade Boulevard to the south.

6. Operations shall cease no later than 2:00 a.m., except that outdoor operations (including sidewalk cafe operations) shall cease no later than 12:00 a.m.

7. Alcoholic beverage establishments may not operate any outside dining areas or accessory bar counters above the ground floor of the building in which they are located; however, outdoor restaurant seating, associated with indoor venues, not exceeding 40 seats, may be permitted above the ground floor until before 8:00 p.m.

8. Except as may be required by any applicable fire prevention code or building code, outdoor speakers shall only be permitted to play ambient, background music.

9. Special events shall not be permitted in any alcoholic beverage establishment.

10. This section shall not apply to any valid, pre-existing permitted use with a valid business tax receipt (BTR) for an alcoholic beverage establishment that was issued prior to August 23, 2016, or to an establishment that has obtained approval for an alcoholic beverage establishment from a land use board, and which land use board order is active and has not expired, prior to August 23, 2016. Any increase to the approved hours of operation shall meet the requirements of this section.

SECTION 3. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith 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 re-numbered or re-lettered 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.

_____
Philip Levine
Mayor

ATTEST:

_____
Rafael E. Granado
City Clerk

(Sponsored by Commissioner Joy Malakoff)

Underline denotes additions
~~Strike through~~ denotes deletions

First Reading: September 14, 2016
Second Reading: October 19, 2016

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

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **REFERRAL TO THE PLANNING BOARD - PROPOSED ORDINANCE AMENDMENT PERTAINING TO REVISIONS TO THE CANDO DISTRICT IN COLLINS PARK**

ADMINISTRATION RECOMMENDATION

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

HISTORY

On May 11, 2016, at the request of Commissioner Ricky Arriola, the City Commission referred the subject item to the Land Use and Development Committee (Item C4L). On May 18, 2016, the Land Use and Development Committee continued the item to the June 15, 2016 meeting, and directed the administration to bring back a draft ordinance in accordance with the proposal submitted by the Collins Park Neighborhood Association. On June 15, 2016, the Land Use Committee discussed the draft ordinance and recommended that the City Commission refer the item to the Planning Board.

BACKGROUND

On October 17, 2007, the City established the Cultural Arts Neighborhood District Overlay (CANDO). The purpose of this overlay district was to provide land-use incentives to property owners, developers and commercial businesses to create affordable housing for cultural workers and encourage arts-related businesses to establish within the district, and to create definitions and mandatory requirements for new construction and rehabilitation of housing units.

However, few developments have taken advantage of the CANDO incentives for cultural arts worker housing. Since the overlay has not fully had the intended effect, the Collins Park Neighborhood Association has suggested the modifications in this memorandum to the overlay in order to further encourage arts and entertainment related uses through different measures. Staff has not performed any additional research on incentives or regulation to encourage arts and entertainment uses at this time.

ANALYSIS

The Collins Park Neighborhood contains some of the City's premier cultural institutions including the Bass Museum of Art, the Miami City Ballet, and the Miami Beach Regional Library. As such, it is an appropriate location to encourage the establishment of arts and entertainment related uses.

Agenda Item C4H
Date 7-13-16

The attached ordinance includes several modifications that are intended to encourage arts and entertainment related uses within a smaller area than what is covered by the current CANDO boundaries. Since the change in the boundary will limit the overlay to the Collins Park neighborhood, the Collins Park Neighborhood Association proposed that the overlay be renamed the *Collins Park Arts and Entertainment District Overlay*. Maps of the existing CANDO and the proposed Collins Park Arts and Entertainment District Overlay boundaries are attached to the memorandum.

The City is presently studying potential policy incentives and development regulations for the creation of workforce housing citywide. The proposed amendment, which removes existing regulations regarding housing for cultural workers, which to date have not been utilized, will prevent any potential conflicts and redundancy should a citywide workforce-housing policy initiative move forward.

The ordinance amendment proposes the following incentives and regulations to encourage art and entertainment uses within the proposed boundaries:

- Allow Outdoor Entertainment Establishments as a main permitted or accessory use in areas with an underlying CD-3 zoning designation subject to the following:
    - Outdoor entertainment shall commence no earlier than 10:00 a.m.
    - Outdoor entertainment shall cease no later than 10:00 p.m. on Sundays through Thursdays, and midnight on Fridays and Saturdays.
    - For purposes of this subsection, outdoor entertainment shall be limited to non-amplified, string instruments, solo vocalists, or DJ's playing recorded music at background levels.

- Allow Restaurants, Sidewalk Cafes, and Outdoor Entertainment as a permitted accessory use to a hotel uses, in areas with an underlying RM-2 zoning designation, subject to the following:
    - Sidewalk cafes shall be limited to 30 seats.
    - Restaurants shall not exceed 3,000 square feet.
    - Outdoor entertainment shall commence no earlier than 10:00 a.m.
    - Outdoor entertainment shall cease no later than 10:00 p.m. on Sundays through Thursdays, and midnight on Fridays and Saturdays.
    - For purposes of this subsection, outdoor entertainment shall be limited to non-amplified, string instruments, solo vocalists or DJ's playing recorded music at background levels.

- Encourage that Visual Art be incorporated into ground floor commercial uses, subject to the review and approval of the Planning Director

- Exemption of Concurrency Fees for Sidewalk Cafes containing up to 30 seats

- Exemption of Permit Fees for Sidewalk Cafés containing up to 30 seats

The Land Use Committee was supportive of the draft ordinance and recommended that the boundaries of the CANDO district be revised to extend northward to Collins Canal and Lake Pancoast, and that an accommodation for the inclusion of the existing hotels east of Collins Avenue be explored. Additionally, the Committee recommended that allowable music meeting the

definition of 'Entertainment' be played or performed at ambient, background levels and that such music include amplified music. If referred, these recommendations, as well as any changes needed for cross referencing applicable sections of the City Code, will be included in the draft ordinance for the Planning Board.

CONCLUSION

In accordance with the June 15, 2016 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 following be included in the draft ordinance to be reviewed by the Planning Board:

1. The word 'entertainment' shall be removed from the revised district name; the new name of the district shall be the "*Collins Park Arts District Overlay.*"

2. The boundaries of the CANDO district shall be revised to extend northward to Collins Canal and Lake Pancoast, and a manner of including hotels east of Collins Avenue shall be explored.

3. Clarify that allowable music meeting the definition of 'Entertainment' will be played or performed at ambient, background levels and may include amplified music.

4. Additional changes as needed for cross referencing applicable sections of the City Code.

JLM/SMT/TRM

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COLLINS PARK ARTS AND ENTERTAINMENT DISTRICT OVERLAY

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 III, "OVERLAY DISTRICTS," DIVISION 7, "CULTURAL ARTS NEIGHBORHOOD DISTRICT OVERLAY (CANDO)," BY RENAMING THE DISTRICT AS THE "COLLINS PARK ARTS AND ENTERTAINMENT DISTRICT OVERLAY," REDUCING THE BOUNDARIES OF THE OVERLAY DISTRICT, PERMITTING OUTDOOR ENTERTAINMENT ESTABLISHMENTS AS A MAIN PERMITTED USE WITHIN AREAS WITH AN UNDERLYING CD-3 "COMMERCIAL, HIGH INTENSITY DISTRICT" ZONING DESIGNATION, PERMITTING RESTAURANTS, SIDEWALK CAFES, AND OUTDOOR ENTERTAINMENT AS ACCESSORY USES FOR HOTELS WITHIN AREAS WITH AN UNDERLYING RM-2, "RESIDENTIAL MULTIFAMILY, MEDIUM INTENSITY" ZONING DESIGNATION, ENCOURAGING THE INCORPORATION OF VISUAL ART IN GROUND FLOOR COMMERCIAL USES, AND REMOVING REGULATIONS FOR MINIMUM AND AVERAGE UNIT SIZE AND MIXED USE FLOOR AREA RATIO (FAR) INCENTIVES; AMENDING CHAPTER 122 OF THE CITY CODE, ENTITLED "CONCURRENCY MANAGEMENT," AUTHORIZING THE CITY COMMISSION TO EXEMPT TEMPORARY USES IN THE PUBLIC RIGHT OF WAY IN THE COLLINS PARK ARTS AND ENTERTAINMENT DISTRICT OVERLAY FROM CONCURRENCY REQUIREMENTS BY RESOLUTION; AMENDING CHAPTER 82 OF THE CITY CODE, "PUBLIC PROPERTY," ARTICLE IV, "USES IN PUBLIC RIGHTS-OF-WAY;" DIVISION 5, "SIDEWALK CAFES," SUBDIVISION II, ENTITLED "PERMIT," EXEMPTING SIDEWALK CAFES LOCATED IN THE COLLINS PARK ARTS AND ENTERTAINMENT DISTRICT OVERLAY FROM SQUARE FOOTAGE SIDEWALK CAFÉ FEES; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; APPLICABILITY; AND AN EFFECTIVE DATE.

WHEREAS, on October 17, 2007, the City established the Cultural Arts Neighborhood District Overlay (CANDO); and

WHEREAS, few developments have taken advantage of the CANDO incentives for cultural arts worker housing; and

WHEREAS, the Collins Park Neighborhood Association has expressed a desire to further encourage art and entertainment related uses; and

WHEREAS, the City desires to encourage the establishment of arts and entertainment related establishes within the Collins Park Neighborhood within close proximity to the Bass Museum of Art and the Miami City Ballet, which are some of the City's primary cultural institutions; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

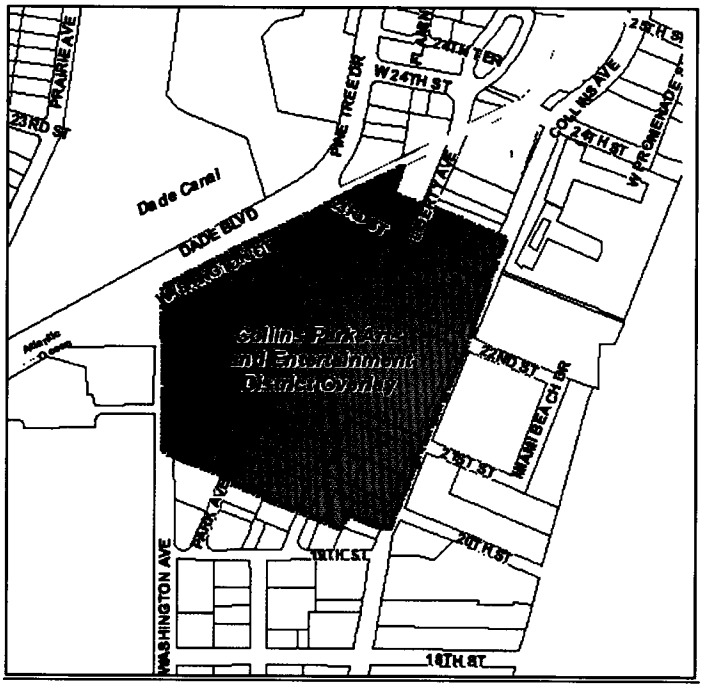
NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 142 of the City Code, entitled "Zoning Districts and Regulations," Article III, "Overlay Districts," Division 7 is hereby amended as follows:

DIVISION 7. - ~~CULTURAL~~ COLLINS PARK ARTS AND ENTERTAINMENT ~~NEIGHBORHOOD~~ DISTRICT OVERLAY ~~(CANDO)~~

Sec. 142-854. - Location and purpose.

(a) The overlay regulations of this division shall apply to properties within the following boundaries, which shall be known as the ~~cultural~~ Collins Park arts and entertainment ~~neighborhood~~ district overlay ~~(CANDO)~~: ~~24th Street and North Lincoln Lane on the north; Meridian Avenue and Lenox Avenue on the west; South Lincoln Lane on the south and the Atlantic Ocean on the east.~~ The southern lot lines of properties fronting the south side of 20th Street on the south; the Dade Canal and Washington Avenue on the west; the northern lot lines of properties fronting the north side of 23rd Street on the north; and properties fronting the west side of Collins Avenue on the east; as depicted in the map below.



(b) The purpose of this overlay district is to provide land-use incentives to property owners, developers and commercial businesses to ~~create affordable housing for cultural workers,~~ encourage arts-related businesses to establish within the district~~, and to create mandatory requirements for new construction and rehabilitation of housing units~~.

Sec. 142-855. - Definitions.

For purposes for this division, the following definitions shall apply:

Visual Art is a work that includes, but is not limited to drawings, paintings, photographs, or sculptures that may be judged to have aesthetic value.

~~*Affordable housing* is housing available at a cost of no more than 30 percent of gross household income to households at or below 120 percent of the Area Median Income (AMI), as reported by HUD. However, this does not preclude an individual household with an income less than 120 percent of AMI from devoting more than 30 percent of their income for housing.~~

~~*Artist* is a person who creates art as an occupation, or who works in an art-related non-profit field, which sponsors, creates or exhibits art or artists as an occupation. This includes any museum, theater or similar institution sponsoring art. Activities shall include but not be limited to drawing, painting, sculpture, acting, dancing, writing, filmmaking, photography and, music—people who use imagination, talent or skill to create works that may be judged to have aesthetic value and, those who produce art within a recognized or recognizable discipline.~~

~~*Cultural arts workers* is defined as anyone who is an artist, or who works in any capacity within a visual or performing arts organization, who meets United States Department of Housing and Urban Development (HUD) and State of Florida guidelines for income eligibility for affordable housing.~~

Sec. 142-856. - Compliance with regulations.

The following overlay regulations shall apply to the ~~CANDO~~ Collins Park Arts and Entertainment Overlay district. All development regulations in the underlying zoning district shall apply, except as follows, and for any regulations in conflict, the following shall control:

(a) Outdoor entertainment establishments shall be a main permitted or accessory use in areas with an underlying CD-3 zoning designation, subject to the following:

(1) Outdoor entertainment shall commence no earlier than 10:00 a.m.
(2) Outdoor entertainment shall cease no later than 10:00 p.m. on Sundays through Thursdays, and midnight on Fridays and Saturdays.
(3) For purposes of this subsection, outdoor entertainment shall be limited to non-amplified string instruments and solo vocalists, or disk jockeys playing recorded music; music cannot exceed ambient, background levels.

(b) Restaurants, Sidewalk Cafes, and Outdoor Entertainment shall be a permitted as an accessory use to a hotel uses, in areas with an underlying RM-2 zoning designation, subject to the following:

(1) Sidewalk cafes shall be limited to 30 seats.
(2) Restaurants shall not exceed 3,000 square feet.
(3) Outdoor entertainment shall commence no earlier than 10:00 a.m.
(4) Outdoor entertainment shall cease no later than 10:00 p.m. on Sundays through Thursdays, and midnight on Fridays and Saturdays.

(5) For purposes of this subsection, outdoor entertainment shall be limited to non-amplified string instruments and solo vocalists, or disk jockeys playing recorded music; music cannot exceed ambient, background levels.

(c) Notwithstanding subsections (a) and (b) above, neighborhood impact establishment occupancy thresholds, as defined in Section 142-1361, shall not be exceeded without approval from the Planning Board.

(d) Ground floor commercial uses are encouraged to incorporate visual art throughout their interior and exterior. Art located on the exterior of the building shall be subject to review and approval of the planning director pursuant to certificate of appropriateness criteria in section 118-564.

~~(1) Where the underlying zoning district regulations provide for an allowable increase in the floor area ratio (FAR) for mixed use projects, 50 percent of such allowable FAR increase shall be set aside for affordable housing for cultural arts workers.~~

~~(2) Existing units being rehabilitated, where the cost of construction would require the units to comply with the minimum of 400 square feet and minimum average size of 550 square feet, shall be exempt from meeting the average unit size of 550 square feet if 25 percent of the units are reserved for affordable housing units for cultural arts workers.~~

~~(3) New construction of mixed use projects, where the underlying zoning regulations provide for an allowable increase in FAR for mixed use projects, shall be exempt from meeting the average unit size of 800 square feet if 50 percent of such allowable FAR increase is reserved for affordable housing units for cultural workers.~~

~~(4) New construction of "live-work" projects in the CD-2 zoning district shall meet the residential parking requirements for zoning purposes if at least 25 percent of the "live-work" units are reserved for affordable housing units for cultural workers. For purposes of this section, a "live-work" unit is defined as a unit containing both a residential and commercial component within the same unit.~~

~~Sec. 142-857. - Mandatory criteria.~~

~~Developments qualifying for the exceptions under this division shall meet all of the following mandatory criteria:~~

~~(1) At the time of development review, the property owner shall submit a statement of intent to construct affordable housing for cultural arts workers in accordance with this division.~~

~~(2) The owner of the property shall execute and record in the public records of Miami-Dade County a covenant running with the land restricting the use of the property for affordable housing for cultural arts workers as provided for in this division for a period of no less than 30 years, approved as to form and content by the city attorney, prior to the issuance of a building permit. The declarations within the covenant are not severable. A condition of the covenant shall preclude parties to it, and their successors, from challenging its validity. The covenant, condominium documents and purchase and sale agreements, shall include these mandatory criteria. If a subsequent judicial determination invalidates the type of population,~~

~~or the covenant, the city shall not issue a certificate of use and occupancy for the structure until the property owner corrects the invalidity, or satisfies the then applicable unit size regulations under this Code.~~

~~(3) Should the property change from affordable housing for cultural arts workers during the covenant period, or other income-eligible population, the property shall comply with all applicable development regulations existing at the time of the proposed change, including but not limited to minimum and average unit sizes and parking requirements.~~

~~(4) If after a two-year period, residential units set aside for cultural arts workers have not been rented or sold, they shall be reserved for other income-eligible population.~~

~~(5) The profits of the re-sale of residential units sold to cultural arts workers or other income-eligible population shall be restricted to increases in the Consumer Price Index (CPI) from the date of purchase through the date of resale, during the covenant period. Each buyer and seller shall acknowledge compliance with this section in the closing documents.~~

SECTION 2. That Chapter 122 of the City Code, entitled "Concurrency Management," is hereby amended as follows:

Sec. 122-5. - Exemptions from concurrency.

The following types of development are not required to obtain a preliminary concurrency determination or a final concurrency reservation certificate:

(9) Temporary uses in public rights-of-way, as determined by the city commission by resolution, specifying geographic areas, criteria, and duration of exemption, where such uses front on or are north of 63rd Street, ~~or~~ on Washington Avenue from 6th Street to Lincoln Road, or in the Collins Park Arts and Entertainment District Overlay as defined in Section 142-854.

SECTION 3. That Chapter 82 of the City Code, entitled "Public Property;" Article IV, entitled "Uses in Public Rights-of-Way;" Division 5, entitled "Sidewalk Cafes;" Subdivision II, entitled "Permit;" is hereby amended as follows:

Sec. 82-383. - Permit fee; penalties for late payment; review of fee; exception.

(a) The annual permit fee for operation of a sidewalk cafe shall be as set forth in appendix A, and shall be based on a per square foot calculation of permitted sidewalk area (including the area between the tables and chairs).

* * *

(3) ~~No square footage fee as required by this section shall be required for the operation of sidewalk~~ Sidewalk cafes that contain up to 30 seats within the Collins Park Arts and Entertainment District Overlay as defined in Section 142-854 are exempt from paying the square foot fee identified herein.

SECTION 4. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith are hereby repealed.

SECTION 5. 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 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. APPLICABILITY

The limitations in this ordinance shall not apply to any valid, pre-existing permitted use with a valid business tax receipt (BTR) for an open air entertainment establishment or outdoor entertainment establishment that (i) is in application status prior to the effective date of this ordinance; or (ii) issued prior to prior to the effective date of this ordinance; or (iii) to an establishment that has obtained approval for an open air entertainment establishment or outdoor entertainment establishment from a land use board, and which land use board order is active and has not expired, prior to the effective date of this ordinance. Any increase to the approved hours of operation shall meet the requirements of this section.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2016.

_____
Philip Levine
Mayor

ATTEST:

_____
Rafael E. Granado
City Clerk

(Sponsored by Commissioner Ricky Arriola)

Underline denotes additions
~~Strike through~~ denotes deletions

First Reading: September 14, 2016
Second Reading: October 19, 2016

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

T:\AGENDA\2016\July\Planning\Ref to PB - CANDO Overlay Amendment - Ref ORD.docx

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Jimmy L. Morales, City Manager

cc: Mayor Philip Levine
Members of the City Commission

FROM: Commissioner Ricky Arriola

DATE: July 13, 2016

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 114 OF THE CITY CODE, ENTITLED "GENERAL PROVISIONS," SECTION 114-1, "DEFINITIONS," TO DEFINE PACKAGE STORES; AND AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 13, "MXE MIXED USE ENTERTAINMENT DISTRICT," BY AMENDING SECTION 142-544 THEREOF, ENTITLED "PROHIBITED USES," TO PROHIBIT PACKAGE STORES IN THE MXE DISTRICT; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Please place on the July 13, 2016 City Commission meeting agenda an item referring the above-titled Ordinance to the Planning Board.

If you have any questions, please contact my aide, Erick Chiroles, at ext. 6274.

Agenda Item C4I
Date 7-13-16

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Granado, Rafael

From: Michael Grieco <michael@griecolaw.com>
Sent: Tuesday, July 05, 2016 5:35 PM
To: Granado, Rafael
Subject: Referral
Attachments: pastedGraphic.pdf

Please place on the consent agenda the following item and include this email in the referral:

Referral to Finance Committee to discuss future uses or the potential sale of vacant city-owned land located at 226 87th Terrace.

The interested partner/buyer is 8701 Collins Development, LLC (David Martin) who owns the adjacent property at 7925 Collins Avenue.

Michael C. Grieco
Michael@GriecoLaw.com

(305) 857-0034
(305) 856-7771 (fax)

175 sw 7th Street
Suite 2410
Miami, FL 33130

www.MiamiCriminalDefense.com

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Agenda Item CYJ
Date 7-13-16

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Granado, Rafael

From: Michael Grieco <michael@griecolaw.com>
Sent: Tuesday, July 05, 2016 5:39 PM
To: Granado, Rafael
Subject: Consent agenda referral
Attachments: pastedGraphic.pdf

Referral to land use committee:

Potential ordinance amendment addressing further restrictions on illegal STRs in Suite- and Condo-Hotels

Michael C. Grieco
Michael@GriecoLaw.com

(305) 857-0034
(305) 856-7771 (fax)

175 sw 7th Street
Suite 2410
Miami, FL 33130

www.MiamiCriminalDefense.com

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Agenda Item C4K
Date 7-13-16

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy L. Morales, City Manager
FROM: Joy V. W. Malakoff, Commissioner
DATE: July 6, 2016
SUBJECT: Referral to the Land Use and Development Committee a Discussion Regarding an Amendment to the West Avenue Overlay to Remove the Current Allowance for Bed and Breakfast and Suite Hotel Uses

Please place the above Discussion Item on the Agenda for the Commission Meeting of July 13, 2016.

If you have any questions, please contact me at extension 6622.

Thank you.

JVWM

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION
MEMORANDUM

TO: Jimmy Morales, City Manager
FROM: John Elizabeth Alemán, Commissioner
DATE: July 6, 2016
SUBJECT: Agenda item for July 2016 City Commission Meeting

Please place the following item on the July 13, 2016 City Commission Meeting Consent Agenda:

A referral to Neighborhoods/Community Affairs Committee (NCAC) regarding a functional art park incorporating a non-traditional thematic playground.

The Parks and Recreational Facilities Advisory Board discussed the iconic lifeguard stands on the beach and iconic structures at parks in other cities during their June 29, 2016 meeting (LTC 290-2016). The Board agreed the City should commission a functional art park with a non- traditional play structure at a park.

MOTION: The Parks and Recreational Facilities Advisory Board recommends the design and equipment of a park be unique to the City of Miami Beach and as an example, follow the design of the Monstrum thematic playgrounds.

MOTION MADE BY: Jonathan Groff
MOTION SECONDED BY: Carolina Jones
MOTION PASSES: 9- 0 (Motion Passes)
MEMBERS PRESENT FOR MOTION: Jenifer Caplan, Robert Gonzalez, Jonathan Groff, Chris Growald, Carolina Jones, Wil Martinez, Lori Nieder, Stephanie Rosen and Eliane Soffer Siegel.

If you have any questions please do not hesitate to call our office at ext.6473.

Thank you!

MIAMIBEACH
Commissioner John Elizabeth Alemán
OFFICE OF MAYOR AND COMMISSION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7102 / Fax: 305-673-7096 / www.miamibeachfl.gov

Agenda Item C4M
Date 7-13-16

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager
FROM: Ricky Arriola, Commissioner
DATE: July 6, 2016
SUBJECT: **REFERRAL TO THE NEIGHBORHOODS AND COMMUNITY AFFAIRS COMMITTEE TO DISCUSS CHANGING THE NAME OF BANYAN PARK TO TOLERANCE PARK.**

Please add the above subject as a consent agenda item to the July 13, 2016 Commission meeting agenda.

The Parks and Recreational Facilities Advisory Board held their monthly meeting on June 29th, 2016. The Board recommended the City Commission consider renaming Banyan Park to "Tolerance Park," as a way to celebrate and commemorate Miami Beach's inclusiveness towards people from all walks of life. I ask that the Neighborhoods and Community Affairs Committee discuss this possible name change at their next committee meeting.

Sincerely,
Ricky Arriola

MIAMIBEACH
Ricky Arriola, *Commissioner*
Office of the Mayor and Commission
1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139
Tel: 305-673-7000 x7107
www.miamibeachfl.gov

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C6

COMMISSION COMMITTEE REPORTS

MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: JULY 13, 2016

SUBJECT: REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE (FINANCE) MEETING ON JUNE 03, 2016

The agenda is as follows:

NEW BUSINESS

1. **Discussion Regarding An Ordinance Amending Chapter 18 Of The City Code, Entitled "Businesses," By Adding Article XVII, Entitled "City Minimum Living Wage," To Provide For Implementation Of A City-Wide Minimum Hourly Wage; And Amending Chapter 102 Of The City Code, Entitled "Taxation," By Amending Section 102-371, Entitled "Application Procedures[,]" By Adding A Subsection Entitled "(J) Compliance With City Minimum Living Wage" And Providing For Repealer, Severability, Codification, And An Effective Date** ***(May 11, 2016 Commission Item R5P)***

ACTION

At a specially set meeting on June 3, 2016, members of the Committee heard expert testimony, testimony from the public and City staff, and considered supporting documents entered into the legislative record. At the conclusion of that hearing, the members of the Committee made findings, unanimously endorsed the Ordinance, and returned it to the full commission for Second Reading.

The current minimum wage is $8.05 per hour, as mandated by the State of Florida's Minimum Wage Act. The Ordinance would raise this rate to $13.31 per hour by 2020, the rate currently mandated for employees of City contractors pursuant to the City's Living Wage Ordinance (as codified in Miami Beach City Code §2-408). The City's minimum living wage would be set at $10.31 per hour beginning in 2017, with one dollar an hour increases every year until the rate of $13.31 was reached on June 30, 2020.

Agenda Item C6A
Date 7-13-16

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MIAMIBEACH

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

COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: JULY 13, 2016

SUBJECT: REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE (FINANCE) MEETING ON JUNE 06, 2016

The agenda is as follows:

BUDGET BRIEFING:

NEW BUSINESS

1. **General Fund CSL Update and Proposed Millage Rate**

ACTION

The preliminary Current Service Level (CSL) based on June 1st property values has a revenue increase of $17.8 million and an expenditure increase of $13.5 million for a net surplus of $4.3 million. The CSL will be updated again following the distribution of the certified taxable values by the Property Appraiser on July 1st. At the July 13th, 2016 Commission meeting, the Commission will set the proposed millage rate for the FY 2016/17 budget process per the State's Truth-in-Millage (TRIM) requirements.

2. **Review of Light Rail/Modern Street Car Project**

ACTION

Funds from available balances as of September 30th 2015 were identified for capital Milestone Payments for the Project. Resort Tax, City Center RDA Non Tax Increment funds, and Transportation Concurrency Management Funds were identified as having funds available for appropriation that were eligible for this use. The impacts of the following capital appropriations on other potential projects to be funded will be presented to the Finance and Citywide Projects Committee as part of the prioritization of capital projects:

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Resort Tax 2%	$ 10.0 million
City Center Parking Garage/Shops Surplus Funds*	13.0 million
City Center RDA Other Non-Tax Increment Funds*	8.0 million
Transportation Concurrency Management Funds	5.0 million
Total	$ 36.0 million
* These funds are not tax increment funds and are not part of the interlocal agreement with Miami Dade County, however, they must be used for portions of the project within the City Center RDA	

In addition, the following revenue streams were identified as possible sources to address the annual Availability Payment.

Resort Tax 2%	$ 1.5 million
Resort Tax 1% - South Beach Quality of Life Funds	1.0 million
People's Transportation Tax (PTP) Funds	3.0 million
Total	$ 5.5 million

State and County funding has been assumed at the level that would typically be provided for this type of project at the same level they would provide had the Project achieved Federal funding (25% each), and as allowed under State law for capital costs.

State (Phase 1: 12.5%; Phase 2: up to 50% to average at 25%)	$ 96.88 million
County 25%	96.88 million
Total	$ 193.76 million

There remains a gap between $2 million and $18 million per year, depending on the implementation of special assessments and partial use of funds currently committed to the RDA once the RDA expires. Tolls on key roads that provide transportation onto Miami Beach can be considered to provide annual funding for the Project.

The resiliency-related scope of work is estimated at $25 million and is proposed to be funded from the $14 million in Storm water proceeds in 2018 and $11 million in 2014 Miami-Dade County Interlocal agreement funds to be received in 2017.

3. Review of Proposed Capital Budget

ACTION

Renewal & Replacement is funded by dedicated millage rate:

General Fund	5.6009 mills
Renewal & Replacement	0.1083 mills
Operating Millage Rate	5.7092 mills

– Millage rate generated $2.7 million in FY 2015/16
– FY 2016/17 assumes $3 million in revenue generation
– Project requests total $8.3 million

The proposed project specific appropriations for FY 2016/17 for all Funds, including the General Fund Capital Renewal and Replacement Fund are as follows:

The current dedicated millage of 0.1083 mills (as of FY 2015/16) is estimated to generate $3,053,235 for the General Fund Capital Renewal and Replacement Fund based on a preliminary 13.5 percent increase in property values. This amount will be updated once final property values are received from the Property Appraiser on July 1st. Revenue of $3,591,324 is available for funding FY 2016/17 General Fund renewal and replacement projects, as compared to $8,319,043 requested in projects. At this time, $2,073,672 of projects are recommended with the remaining amount of $1,517,562 still available for appropriation.

The updated information was provided to the Commission at the meeting. The funds listed below also have recommended renewal and replacement projects and are anticipated to have sufficient available funding for the projects.

- Parking fund - Capital Renewal and Replacement > $25,000: eleven projects totaling $2,311,341
- RDA fund - Capital Renewal and Replacement > $25,000: six projects totaling $1,240,000

The Committee noted the following items:

Police Facilities

- Police Station Building
  - New Generator: $425,000
  - Emergency battery pack Light Renewal $72,000

General Facilities

- 777 Building – Elastomeric Coating renewal: $85,500
- Bass Museum – Fire Alarm System: $167,000

Fire Facilities

- Fire Station #2 – Fire Alarm System: $113,000
- Fire Station #3 – Emergency Power System : $99,000
- Fire Station #1 – F2020 - Hazardous Components: $44,000

Park Facilities

- Scott Rakow
  - Security System: $57,000
  - Aluminum Windows: $446,000
  - Fire Alarm System: $180,000
- South Shore Community Center
  - Switch Gear: $41,000
  - Electrical Distribution Renewal: $160,000
  - Fire Alarm Systems: $112,000

Funding for the Information Communications Technology Projects funded from the General Fund for the FY 2016/17 proposed projects total $534,000 to be funded by a transfer of $395,000 (same amount as FY 2015/16) from the General Fund to the Information & Communications Technology Fund and the remaining balance of $139,000 will be funded by fund balance. Below is a summary of the proposed projects.

- Centralized Video Storage Solution: $169,000
- Control Room SD & HD Upgrade - Storage Additions: $120,000
- Miami Beach Rising Above Web Portal: $120,000
- Parks & Recreation Software: $75,000
- Audit Management Software: $39,000
- Power Document Management Software: $11,000

Convention Center: The total funding of $603.3 million for the project is broken down as follows:
- County G.O. Bonds previously appropriated $54.4 million
- 1% Resort Tax Bonds: $216.6 million
- RDA Bonds: $267.5 million
- Parking Bonds: $64.8 million

City Center RDA: The RDA extension agreement with the County in FY 2014/15 extends the RD A through 2044 and eliminated funding for additional capital projects in future out years. The net surplus funds after operating expenses are to be used to cover debt service payments for the Convention Center bonds.

South Pointe Capital: County agreement payment schedule assumes 3.5 percent increase in taxable value. Funds are earmarked for Stormwater projects.

FY 2016	188,000
FY 2017	5,319,000
FY 2018	15,056,000
FY 2019	11,862,000
FY 2020	7,419,000
FY 2021	15,633,000
FY 2022	5,975,000

Quality of Life Funds: Funded by 1 percent Resort Tax revenues and are earmarked for tourism-related projects covering 3 geographic areas: North, Mid, South beaches (15% or $2,085,000 each). Also includes allocations for Arts (10% or $1,391,000) and Transportation (45% or $6,256,000) projects for a total of $13,902,000.

North Beach proposed projects:
- Rue Vendome Public Plaza; $1,000,000
- Allison Park: redesign; $832,000
- North Shore Tennis Center Proshop/Office; $512,000
- Street Lighting Improvements; $333,000
- Kayak Launch Docks; $275,000
- Lifeguard Stands replacement; $240,000
- North Beach Streetscape: pilot project; $230,000
- 81st Street Bridge: pedestrian area; $150,000
- North Shore Tennis Court: sounds barrier walls; $125,000
- Bonita Drive: street end improvements; $100,000
- Collins & Harding Avenue: alleyway reconstruction; $100,000
- North Beach Bridges: painting and lighting; $60,000
- North Shore Park Playground: safety surface; $47,000
- Standardized Park benches, picnic tables and trash receptacles; $27,000
- 71st Eastern Street End: improvement design study; $25,000

Mid Beach proposed projects:

- Middle Beach Recreation Corridor: phase III; $2,200,000
- Muss Park Facility; $1,400,000
- Lifeguard Stands replacement; $240,000
- Indian Beach Playground Replacement; $229,000
- Miami Beach Golf Course: golf cart staging area enhancement; $65,000
- Miami Beach Golf Course: front end loader; $49,000
- Standardized Park benches, picnic tables and trash receptacles; $30,000

South Beach proposed projects:

- Española Way Conversion between Washington; $1,978,813
- Lifeguard Stands replacement; $720,000
- Ocean Drive Extended Sidewalk Projects; $405,000
- Street Lighting Improvements; $333,000
- South Beach Pedestrian Priority Zones; $300,000
- Maurice Gibb Park: floating dock; $177,000
- Lummus Park Muscle Beach Upgrade; $125,000
- Botanical Gardens: additional new lighting; $30,000
- Standardized Park benches, picnic tables and trash receptacles; $28,000

The People's Transportation Plan was imposed in 2002 and is funded by the Half-Cent Transit sales tax where 20 percent of proceeds are distributed directly to municipalities on a pro-rata basis. Funds are used for local transportation and transit projects. A minimum of 20% of the City's PTP share must be allocated for transit. In FY 2015/16 PTP funding was projected to be $3.89 million which is used to operate the South Beach Local, North and Mid Beach Trolleys. $930,000 from fund balance is proposed for the following projects:

- West Avenue Protected Bike Lanes; $530,000
- 72nd Street Protected Bike Lane; $200,000
- 73rd Street Protected Bike Lanes; $200,000

A breakdown of projects funded by other funds includes:

- Art in Public Places
  - AIPP Convention Center Renovation; $6.25 million
- Concurrency Mitigation
  - Light Rail/Modern Streetcar; $5 million
- Parking Impact Fees
  - Parking Garage Washington & 10th; $4.2 million
  - New Garage 2660 Collins Ave; $630,000
- Resort Tax Fund (2%)
  - Light Rail/Modern Streetcar; $10 million
- Non-TIF RDA
  - Light Rail/Modern Streetcar; $8 million
  - City Center Resiliency Enhancement; $1 million
- RDA – Garage Funds
  - Light Rail/Modern Streetcar; $7 million
- RDA – Anchor Shops
  - Light Rail/Modern Streetcar; $6 million
- Programming to expend General Obligation (GO) bond fund balances
  - 2003 Parks & Beaches

- Park View Islands; $197,838 (reassigned from PAYGO)

– 2003 G.O. Bonds – Neighborhood Improvements
- Central Bayshore – South; $576,000
- Two Way Conv of 42nd St - Sheridan Ave to Pinetree; $510,000
- Bayshore Neighborhood - Bid Pack A; $173,738 (reassigned from PAYGO)
- 42nd Street Green Bicycle Lanes Painting / Striping; $150,000
- Bay Drive Neighborhood Greenway; $100,000

Pay-As-You-Go (PAYGO): Funded from the General Fund at $2.4 million annually (allocation was Increased from $1.4 million to $2.4 million in FY 2015/16) and was previously funded at as high as $7.5 million.. PAYGO ensures adequate on-going reinvestment in capital plant and equipment, has no restrictions and is used after all other funding sources exhausted.

Recommended project highlights:

– Aluminum Street lighting Pole Replacement: $1,000,000
– Fairway Park: $1,000,000
– Soundscape Park Concession: $800,000
– Citywide Park Irrigation System Upgrade: $170,000
– Office of Communications Remodel: $150,000
– Ocean Rescue 79st Sub Headquarters Trailer Replacement: $150,000
– Neighborhood Basketball Court Renovation: $67,000
– Sky Watch Tower Refurbish: $61,000
– Neighborhood Tennis Court Renovations: $39,000
– Palm Island Tennis Court Fencing: $32,000

Need for additional PAYGO funding continues as neighborhood improvement projects costs have increased over time, stormwater projects are generating needs for above ground projects for lighting, landscaping, sidewalks, signage, traffic markings. Additionally, Lighting and Crime Prevention through Environmental Design (CPTED) improvements in non-tourist areas (park projects in non-tourist areas, seawalls) will have funding needs.

4. Proposed Uses of Law Enforcement Trust Funds

ACTION

The September 30, 2015 available balances, net of FY 2015/16 appropriations and revenue collections are approximately $387,000 in Federal Funds and $545,000 in State Funds. Of these available balances, the FY 2016/17 request from Federal funds totals $215,000 and $87,000 from State funds for a total of $302,000.

The City administration is recommending funding for proposed FY 2016/17 uses of Law Enforcement Trust Funds as shown below:

Proposed use of Federal Funds:	
Organizational Development Travel & Off-site testing	$ 70,000
Training Supplement to supplement LETTF	70,000
Bulletproof Vest Partnership	50,000
Graffiti eradication through Teen Job Corp.	25,000
Gym Equipment	-
Total Funds	$ 215,000

Proposed use of State Funds:	
Costs connected with the prosecution/processing of forfeitures.	20,000
Crime Prevention initiatives & School Liaison Projects	20,000
AR Rifle Program/initiative-City's match for reimbursement of rifles at $500.	15,000
15% of State Funds collected in FY15 to be used for drug abuse treatment, drug and crime prevention education and non-profit community based programs.	22,000
Gym Equipment	10,000
Total Funds	$ 87,000

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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: July 13, 2016

SUBJECT: REPORT OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE (NCAC) MEETING ON FRIDAY, JUNE 10, 2016

A meeting of the Neighborhood/Community Affairs Committee was held on Friday, June 10, 2016 at 2:00 p.m. in the Commission Chamber, 3rd Floor of City Hall. Commissioners in attendance: Commissioners Michael Grieco, Micky Steinberg, Kristen Rosen Gonzalez, and Joy Malakoff. Members from the Administration and the public were also in attendance.

THE MEETING OPENED AT 2:05 P.M.

OLD BUSINESS

1. **Discussion Regarding Citywide Street Light And Coverage Audit**
   Commission Item R9H, December 9, 2015
   (Sponsored by Commissioner Grieco)

   Eric Carpenter, Assistant City Manager/Public Works Director

   AFTER-ACTION

   Eric Carpenter, Assistant City Manager/Public Works Director presented the item. Eric Carpenter said he is pleased to say that he has circulated the photometric analysis that was performed. There have been internal discussions between Public Works, Environmental, and the Police Department as to what the appropriate next steps are at this point in time. He said they would love some feedback. They would like to do two things, based on the information that they have, some areas are in good shape and some areas have some deficiencies. They would like to start off by adopting a standard citywide that can be written into all of the guidance documents the City will be putting out moving forward as well as incorporate that into a procurement process and we ask for a menu of the different steps in the process. Eric Carpenter explains whether it will be a lighting master plan, designs for specific improvements that they feel will be necessary, construction of those improvements and what it will cost from a financial perspective to be able to deliver the proper improvements. Eric Carpenter asked if they would like separate vendors to do pieces of the puzzle or do they want one vendor to take it all the way to completion.

   Commissioner Grieco asked if there are vendors out there that can do all of the work and what does Eric Carpenter recommend. Eric Carpenter said yes they are aware of

Agenda Item C6C
Date 7-13-16

several vendors out there that would like to be able to present to the City what they think are the appropriate solutions. This type of methodology would give the City the ability to say if they would like to go to step 1 or go all the way to step 4, which is full completion.

Eric Carpenter said he thinks a procurement process based on qualifications and some preliminary cost figures with the ability to execute different notices to proceed for different phases of the work would be very beneficial to the City.

Commissioner Grieco asked what an example of the City is doing what Eric Carpenter said in the past. Eric Carpenter explained that it is kind of like a CM At Risk contract mechanism when you would hire a contractor based on preliminary design information have them come in and participate in the preconstruction phase of the work to make sure that we are selecting the appropriate delivery method and in the end they provide pricing and we determine whether or not the pricing is reasonable and either take the information they have given in step 1 and go back out to the marketplace for another proposal or we except the step 2 and move forward with them.

Vice-Mayor Steinberg asked what the timeline of something like this is. Eric Carpenter said it depends whether we complete 1 step of the process or multiple steps. He said procurement like this will probably take close to 6 months. If we were to deliver a master plan after it would probably take another 3-4 months, whereas if they wanted to go through the master plan and then execute a proposal, they feel that they can probably complete all of the capital work in 2 years.

Vice-Mayor Steinberg asked how we determine what type of lighting. Eric Carpenter said there is LED, induction lighting, and sodium vapor, etc. There are several different options that are more energy efficient. He said overall he thinks the City would want someone looking at lifecycle cost of the entire program. Vice Mayor Steinberg asked if that would include all of these factors and everyone will have an opportunity to submit and have dialogue so we can get the best use and quality for the City. Eric Carpenter said they are looking for a partner to bring their expertise to the table and help us one step at a time to see what is in the best interest of the City.

Commissioner Rosen Gonzalez asked if Eric Carpenter could tell her in a nutshell of what happened with the photometric analysis. Eric Carpenter said based on the information that was presented to us at the end of the analysis, in the commercial areas of the City we are actually slightly above the lighting standards that are set forth. We probably don't want to just accept the standard that is written, but to have a standard with modifications that is unique to our City.

MOTION: Vice-Mayor Steinberg motioned to start the procurement process that was explained to get the best deal for the City. Commissioner Rosen Gonzalez seconded. All in favor.

2. **Discussion Regarding Proposed Site Options For New Fire Station No. 1**
   Commission Item C4A, January 13, 2016
   (Capital Improvement Projects)

   David Martinez, Capital Improvement Projects Director

   AFTER-ACTION

David Martinez, CIP Director presented the item. David Martinez explained at the last meeting they were directed to come up with different schemes of what could be done at the property off of 11 Street and Flamingo Park. They have reported in the past the current Fire Station is in need of repair. They vetted through many options and this is the preferred location.

A presentation was shown with the different schemes. They were asked to look at different locations of where this Fire Station can go. The location on 11 Street and Flamingo Park was the chosen because it meets the needs of the Fire Department. David Martinez went into depth about the different schemes including the different levels and layouts including parking.

Commissioner Grieco said we have gone through this for many months. He suggested starting at the beginning since some people just came on to hear about this project. He explained the disarray of the Fire Station. He asked what is wrong with using the existing site to build a new Fire Station.

Commissioner Rosen Gonzalez asked if there is any way to save some architecture of the building. Commissioner Grieco said that while they are doing that there is no Fire Station to serve the area. You can't take the Fire Station off line until the new one is built.

Commissioner Malakoff said that she agrees with Commissioner Rosen Gonzalez with trying to save part of the Morris Lapidus structure.

David Martinez explained that they did an assessment on the existing facility. There was no way to save that station. There have been many areas vetted.

Commissioner Rosen Gonzalez said that none of the options looked to scale and they didn't make sense.

Commissioner Grieco explained the different things that people wanted when it came to the Fire Station. He said most of the options in the presentation are completely out of scale. He said they need to figure out if they want to do this location they need to make it as low as possible to fit in with the zoning. He agrees with what Commissioner Rosen Gonzalez said about the presentation options looking to scale.

David Martinez said that in terms of the PAL facility they have a fixed size, in terms of the Fire Station there is also kind of a fixed size that they need. The only variable that they need is how much parking. There is 118 spaces in the parking lot and Fire needs about 32.

Commissioner Malakoff said at the Flamingo Park Meeting that she attended, some of the members said they would like more parking at Flamingo Park because of the tennis courts and if we put in the batting cages then they need more parking. The idea was to put more than 150, but probably not 400-600 spaces.

Commissioner Grieco said after seeing the different renderings and the impact of the increase in parking how it impacts the size of the facility, the people in the area are kind of rethinking that an increase in parking in regards to this takes it to a different level.

Commissioner Malakoff said that the height in option 1 in scheme B where the total height is 54 feet is that what is allowed? David Martinez said the Planning Department is discussing with the City Attorney's office about figuring out the mechanism.

Vice-Mayor Steinberg said to address something that Commissioner Rosen Gonzalez said earlier about keeping the station at the same site; there is a sinking issue in the Fire Station right now. The size of that site with the standards today would leave this very limited. David Martinez said that is correct. He said it is a very tight site.

David Martinez continued with the presentation.

Commissioner Malakoff asked about scheme C and if the parking garage gets brought down to the same height that Fire Station is how many spaces can be fit in. David Martinez said about a 30 foot garage there can be about 250 spaces and 40 feet garage there can be about 320.

Commissioner Rosen Gonzalez said she thinks there is panic across the Flamingo Park Neighborhood is because it looks like we just plopping down something and it looks intimidating. She asked if there is any way to salvage the building.

Chief Virgil Fernandez said they need to be able to service the area in an appropriate period of time. Part of the problem is that the footprint that is there now is undersized for the vehicles they have there. They would be building a new station in the same footprint that doesn't even work now. It just doesn't make sense, especially years down the road. He said if there was a way to remodel they would do it.

Vice-Mayor Steinberg said that the garage is way too big.

Mark Needle, resident in the Flamingo Park neighborhood spoke. He said that on behalf of the neighborhood association they have taken 2 positions only, the first was not at that site and the second position was not at that site and to come up with some others. From the neighborhood association's perspective there is no encouragement of parking in Flamingo Park. It is not wise to go forward at this point before taking a serious pause in regards to greenspace and open space.

Commissioner Grieco said that the City has assessed this situation for a long time and the current location is not going to work.

Commissioner Rosen Gonzalez said she thinks this is an insult to the Flamingo Park neighborhood.

Commissioner Grieco disagrees with Commissioner Rosen Gonzalez, he believes himself and the other commissioners agree that this location is not going to work.

Mark Needle said that he is just trying to proactively explore other options. He would like the City to come up with something a little bit better.

Commissioner Grieco said that the Fire Station cannot be taking off line.

Commissioner Rosen Gonzalez asked why in December the current site was an option and now it is not.

Virgil Fernandez said when this started they were tasked with assessing the viability of the Fire Station. Many engineers came out to look at the building and there were recommendations to tear the building down. The next thing that they were tasked with was a footprint where the station could fit. They went out and looked for different locations. They were in conflict with response times. He is strictly looking at this from a life safety view. They have not added a unit in the City for over 25 years.

Commissioner Rosen Gonzalez asked how many fires are there are on Miami Beach. Vice-Mayor Steinberg said they don't just come for fires, they come if someone gets hurt or called 911, and it is life safety.

Virgil Fernandez said those things are driven by alarms; there are NFPA standards. His recommendation is looking forward trying to build a Fire Station, which in 10 or 20 years from now needs additions.

Commissioner Rosen Gonzalez asked if the Virgil Fernandez could somehow accommodate the site and look at it again. Virgil Fernandez said if everything the Fire Department needs can fit on that site it can be used.

Commissioner Rosen Gonzalez asked if the height and the size of the building are increased we could possible accommodate the Fire Station there if there is a site found in the interim. Virgil Fernandez said from the location from response time is in the area that they need the Fire Station, can a new station that meets the needs be built there, he thinks they need to ask the people who build building. He said if the things like the drainage that is making people sick and the sinking of the building are addressed then all he needs is a Fire Station.

Commissioner Rosen Gonzalez asked if she can make a motion to increase the height and parking at the current site. Vice-Mayor Steinberg asked if that is even a possibility. David Martinez said the assessment that was done did not contemplate salvaging any portion of that structure because it would have become relatively difficult because a lot of the façade is already loose with bricks falling apart. It would still be very tight in regards to parking. Also, it would be at least 2 years that the Fire Department would have to operate at the same capacity where they are operating now. It would be a much tighter structure and parking would be limited. David said they already tried making this work. Vice-Mayor Steinberg said this was her original preference, but it is not going to work and safety is the main concern.

Commissioner Malakoff asked if they can direct staff to go back to the paved parking lot of Flamingo Park, design the Fire house there and if there is space to put additional parking spaces other than the 118 exist today that is fine. Otherwise keep the building as small as possible and get some architectural drawings of what it will look like and come back with another rendition that is smaller more in scale with the height that is allowed.

Commissioner Grieco asked for Commissioner Malakoff to confirm the parking spaces would include 118 spaces plus the 32 spaces that the Fire Department would need. Commissioner Malakoff said if there is space for an additional 20 spaces that is fine, but they don't want a high building. Commissioner Grieco said that would be under scheme 3, they would need to incorporate the PAL building to make it lower.

Vice-Mayor Steinberg asked Commissioner Malakoff if she means she would like this to come back next month to see that possibility. She said she is fine with looking at that option, to give the Fire Department what they need, not take away greenspace, and hopefully is the optimal service for the least disruption.

David Martinez said that they did not want to go into a design because it would tie their hands. He wanted to confirm they are looking at the existing parking spaces, the Fire Department needs, and lowest scale possible on the parking lot. He said none of the schemes touch the greenspace.

Commissioner Malakoff said the Flamingo Park residents would like the grand entrance to be maintained. David Martinez understood and said they want it as far west as possible. Also, they will reconstruct the PAL with the exact square footage that is required.

Vice-Mayor Steinberg asked for David Martinez to show to Mark Needle as to what is going on through the process, so they are in the loop.

Commissioner Grieco said to looks into activating the garage with greenspace.

MOTION: Vice-Mayor Steinberg motioned for this to come back to the July 2016 NCAC Meeting with the recommendations that Commissioner Malakoff said including the analysis of the current site and giving the Fire Department what they need, not taking away greenspace, and causing the least disruption. Commissioner Grieco seconded.

3. **Discussion Regarding The Possible Addition Of A Skate Park In North Shore Open Space Park**
Commission Item R9E, January 13, 2016
(Sponsored by Commissioner Arriola)

Jeff Oris, Economic Development Division Director

AFTER-ACTION

Cindy Casanova, Parks and Recreation Assistant Director presented the item. She said as the committee knows this has been a long going project. They received direction at Wednesday's Commission meeting to work with CIP to involve the consultants from Calvin Giordano and the West 8 Group to look at options for a hybrid traditional skate park and all wheels track at the North Shore Open Space Park location and West lot location. At the June 9th Mayor's North Beach Master Plan Steering Committee discussion was held on the skate parks and the locations, the committee passed a motion to direct the City to engage West 8 for a plan to implement the skate park at the North Shore Open Space Park area within 90 days. It is exploratory right now.

Commissioner Grieco asked how much time is needed before they can come back. David Martinez, CIP Director, said that they just received back the executed contract for Calvin Giordano who was selected for the project. They actually have not started moving forward. They probably need a couple of months.

Commissioner Grieco said they will probably need until September to come back, but if anything moves in the interim they can come back.

DIRECTION: Come back to the September 2016 NCAC meeting, unless something comes up in the interim.

4. **Traffic Management Alternatives Discussed At The February 24, 2016 Commission Workshop On Traffic Management - Corridor Optimization For Traffic Signals Along Harding Avenue/Abbott Avenue/Indian Creek Drive**
   Commission Item C4I, March 9, 2016
   (Transportation)

   Jose Gonzalez, Transportation Director

   AFTER-ACTION

   Jose Gonzalez, Transportation Director presented the item. Jose Gonzalez said pursuant to the City's request many months ago FDOT initiated a corridor optimization study along the Indian Creek/Harding Avenue/Abbott Avenue corridor from the City limit to 67 Street. They are looking at highly congested corridors throughout the county and the City was able to ensure this one was one of the 12. FDOT has completed the draft study, but they have not shared with the City yet, they are still talking about it internally. Jose Gonzalez asked for a little more time to get the results of the study and come back with findings and recommendations.

   Vice-Mayor Steinberg asked how much time Jose Gonzalez thinks it is going to be. Jose Gonzalez said they don't really know. Vice-Mayor Steinberg said that it is a hotspot for traffic in the City and if they need more time that is fine, it needs to be done correctly.

   DIRECTION: Come back to the September 2016 NCAC Meeting.

5. **Discussion Regarding I-95 Express Lane Access To The Julia Tuttle Causeway**
   Commission Item R9P, April 13, 2016
   (Sponsored by Commissioner Grieco)

   Jose Gonzalez, Transportation Director

   AFTER-ACTION

   Jose Gonzalez, Transportation Director presented the item.

   Commissioner Grieco asked if Jose Gonzalez has heard anything about closing the express lanes all together. He said that some of the state legisatures have been chiming in and danger of people on the express lanes. He asked if Jose Gonzalez has anything to report on this.

   Jose Gonzalez said he is aware of the movement, but has nothing to report on it.

   Commissioner Grieco said he is going to let the item on the agenda sunset. He might be bringing out a new item regarding maybe a resolution that the City may want to take on the express lanes in general.

Commissioner Rosen Gonzalez asked if Commissioner Grieco mentioned this to the lobbyists when they came to meet with all of the commissioners and have them put it on the lobby list of items as well as having the City to push this.

Kathie Brooks, Assistant City Manager asked in parallel with that does Commissioner Grieco want them to do anything about pursuing the additional entrances to the high occupancy toll lanes, such as Broward County.

Commissioner Grieco said no, he thinks just to let this fade off.

NO ACTION TAKEN

6. **Discussion On Battle At The Beach**
   Commission Item C4M, May 11, 2016
   (Sponsored by Commissioner Arriola)

   Max Sklar, Director of Tourism, Culture, and Economic Development

   AFTER-ACTION

   Max Director of Tourism, Culture, and Economic Development said that PAL and Normandy Gym were the ones that approached Commissioner Arriola about this and they were supposed to be here today. The presentation in the package was created by them, so he isn't prepared to talk about this since he only met with them briefly.
   DIRECTION: Come back to the July 2016 NCAC Meeting.

MONTHLY CRIME UPDATE

7. **Monthly Crime Update**
   Commission Item R9D, April 13, 2011
   (Sponsored by Commissioner Grieco)

   Mark Causey, Police Major

   AFTER-ACTION

   Mark Causey, Police Major presented the itme. Mark Causey shared the overall statistics of Memorial Day weekend and the work performance that was done. Arrests were up this year versus last year, there were a 195 arrests. 194 arrests were made by our police department and 1 was made by another department. Of that amount only 18 of the arrests were Miami Beach residents. There were 3 arrests for robbery, 3 arrests for carrying concealed fire arms, 4 arrests for batteries on police officers. They wrote 1,636 movers, they generated 1,592 calls for service, they wrote 270 officer incident reports, and documented 98 car crashes. The ALPR's on the MacArthur Causeway and Julia Tuttle Causeway ran a total of 58,903 license plates, from those they wrote a total of 2,319 criminal citations, mainly suspended drivers licenses. There were 429 misdemeanor arrests, 17 felony arrests, 4 DUIs, towed 65 vehicles, and ceased 2 firearms. Firearms that were impounded over the 4 days was total of 20, one being a 50 caliber desert eagle pistol. Out of the 4 days, the most arrests were made on Saturday night. Last year there were 145 arrests, 2014 there were 225 arrests, and in 2012 there were 373.

Mitch Novick, resident spoke. He just wanted to praise the police to catching the person that participated in a drive by shooting outside of his hotel on 9 street and Collins Avenue.

Mark Causey said out of the robbers they have had citywide over the past 4 weeks, they have had a 55% almost 60% clearance rate with arrests made almost directly after the robberies occured. The majority of robberies are cell phones. They just had another serioues traffic crash on 5 Street and Meridian Avenue, they mapped the intersection.

Commissioner Grieco asked if on Memorial Day weekend if they liked the balloons that were brought in. Mark Causey said he liked it to use for nighttime operations on the beach.

NO ACTION TAKEN

NEW BUSINESS

8. **Discussion Regarding Mitch Novick's "Minority" Report, And Recommendation Concerning The Deterioration Of The Quality Of Life In The MXE District, Ocean Drive, Collins Avenue And The Surrounding Neighborhood**
Commission Item R9A, April 27, 2016
(Sponsored by Commissioner Rosen Gonzalez)

Jeff Oris, Economic Development Division Director

AFTER-ACTION

Commissioner Rosen Gonzalez said that she put this on the agenda for Mitch Novick since he has seen a lot of crime in the area. She said she received an email about the stores that have been closed. This is becoming a serious problem and the retail district is in danger.

Mitch Novick, resident spoke. He said to elaborate on Commissioner Rosen Gonzalez's comments, many retail shops have closed and many others are slated to leave. They are leaving because of the entertainment district. He said he sent the City Manager and Commissioners a video clip that was shot outisde his hotel on Monday, which was a violent brawl that lasted for about 15 minutes. He said he communicated with the City Manager and Commission about the danger of neighborhood and there has been no improvement.

Jo Manning, resident spoke. She said she has never seen so much criminal activity, and the word has gotten out that this is a place you can go to do whatever you want whenever you want.

Mike Palma, owner of Clevlander Hotel spoke and showed a video about the MXE district. He said he wanted to show what the true MXE district is, the criminals are not showing up in the business, they are showing up outside the businesses. He said the businesses and City needs to work together with this issue.

Commissioner Grieco asked for Major Mark Causey to elaborate on the enhancements

made as it applies to patrol and specifically to the entertainment district as a whole. He asked what do we need to be doing better in regards to police visibility. He said as a government we need to focus more on public safety and putting more bodies on the street.

Mark Causey, Police Major spoke. He said at the beginning of 2015 an entire beat squad was put on Ocean Drive, a sergeant plus 5 officers. A midnight shift of ATV squad was also put out there, which didn't exist before. The squad only works 4 days a week, 3 days open. The Ocean Drive walking beat is an entire enhanced squad. He said they are also working with is bringing back the off-duty police officers to the 3 busiest blocks with a minimum of 6 police officers and a supervisor. He said they have been working with thte Ocean Drive Association to improve the presence of officers. 2 meetings will be taking place Monday and Tuesday where new enhancements for the next budget will be discussed.

Commissioner Grieco said specifically on 9 street, he was out there with the Chief of Police and a couple other people, there are issues with a specific pizza place and liquor store there. He said a lot of the problems stem from the businesses. He asked as an elected body what does the police department need to improve these problems.

Major Mark Causey said that when they bring forward the proposal with the enhancements they would like some support because a good portion of it is directed toward the entertainment district.

Commissioner Rosen Gonzalez thanked the businesses that were present at the meeting to support Ocean Drive. She asked the businesses if they have seen a difference from January until now, since they are the ones out there.

Mike Palma, owner of Clevlander Hotel said when the pilot program was being run, he did see improvement because there was more access to police. He did say there definitely are issues and we do need more active police to get tough on the criminal activity.

Commissioner Rosen Gonzalez asked if we have to wait for the July budget or can we add more people now? Commissioner Grieco said the probelm is we don't have the staff. There was a lot of vacancies last year. Major Mark Causey said they hired almost 40 police officers last year.

Commissioner Rosen Gonzalez said during the day she walked from 23 Street to South Pointe along the beachwalk and she didn't come into contact with any police officers and once she got to Lummus Park she felt scared. Major Mark Causey said the beachwalk is patrolled by the enhanced security guards the City has. There are police ATV's on the beach. Commissioner Rosen Gonzalez said she would like to see Public Works clean up the beachwalk and create a squad to patrol the beachwalk. She asked how many people are currently working on the enhanced security squad. Major Mark Causey said he believes it is 2. Commissioner Rosen Gonzalez said she would like to see off-duty officers there.

Jeff DeCarlo, resident on Ocean Drive spoke. He said there has been 2 or 3 people with masks on every month trying to get into doors in the building.

Commissioner Rosen Gonzalez said no one is denying these problems, we just need to be proactive.

Ceci Velasco, Mangos Tropical Cafe spoke. She said that besides the police enhancements to please keep a look out for the homeless.

Commissioner Rosen Gonzalez said the police arrest many homeless people in the area and it seems we are arresting them for no reason and they are released the next day. Commissioner Malakoff said we are not arresting them for no reason, they are committing many crimes.

Commissioner Grieco said this is Dade County and there are only so many places in jail to hold people and the judges needs to priortize the crimes. The officers need to do more preventive policing, the people shouldn't feel comfortable coming here to commit crimes.

Commissioner Rosen Gonzalez said that she thinks the first thing needed to be done is to replace the enhanced security with off-duty police officers and bring it to the commission. She would like to see patrol on the beachwalk. Commissioner Grieco said we just picked up a new vendor for the security guards, he is not sure if it is just a matter of adding to that contract or not. He also said the Park Rangers have been a major success in Flamingo Park when it comes to addressing homelessness and crime issues and to maybe consider expanding them to Lummus Park.

Commissioner Rosen Gonzalez wanted to motion to have at least 4 police officers on the beachwalk. Commissioner Steinberg said she doesn't think they should be making those decisions because she doesn't know if the bodies are available and maybe law enforcement needs to shed some light on what can be done and recommend how many officers needed before the motion is made.

Enrique Doce, Police Captain spoke. He said they can fund on overtime and have the secuity detail with police. On an immediate situation, they take direction from the committee and commission. On a normal situation they can obviously fund that with normal officers. Short term ovetime is a way to go to be proactive and preventative. Commissioner Rosen Gonzalez asked how many officers Captain Henry Doce recommends on the beachwalk from 23 Street to South Pointe. Captain Henry Doce said he thinks she is on the right path with 5 officers and decide on the hours, do it every day of the week, but maybe more on Thursdays, Fridays, Saturdays, and Sundays.

Commissioner Grieco said we need to figure out where to get the money from.

Captain Henry Doce said with the new security officer company he has seen a vast improvement. At the end of the day the law enforcement stance is important to tell people you are going to go to jail if you don't correct your behavior.

MOTION: Commissioner Rosen Gonzalez motioned to have the park rangers expanded to Lummnus Park. Vice-Mayor Steinberg seconded.

VOTE OF ACCALAMATION TO MOVE THIS TO THE COMMISSION AS A DICUSSION ITEM REGARDING THE NCAC RECOMMENDATION ON IMMEDIATE LAW ENFORCEMENT ENHANCEMENTS AS DISCUSSED

9. **Six Proposed Art In Public Places (AiPP) Projects For Placement At The Miami Beach Convention Center Renovation And Expansion Project (MBCC Project)**
Commission Item C4A, June 8, 2016
(Tourism, Culture, and Economic Development)

Brandi Reddick, Cultural Affairs Program Manager

AFTER-ACTION

Max Sklar, Tourism, Culture, and Economic Development Director introduced Brandi Reddick as the new Cultural Affairs Program Manager and stated she came from Miami Dade County. Brandi Reddick, Cultural Affairs Program Manager and Dennis Leyva, Art in Public Places Administrator presented the item.

Brandi Reddick explained that their chairperson Cathy Byrd was present as well. Brandi Reddick gave some history about the 6 public art projects. The call to artist process has been happening for approximately 2 years now. Discussion began internally with the art in public places staff and Maria Hernandez and the project management team on the Convention Center. They issued an international call to artists with 524 applications received from artists around the world. This represents the largest call to artists done in the United States. They are implementing 6.3 million dollars worth of public art. From the 524 applications a professional advisory committee was convened and 17 artists were selected as shortlisted artists. The artists flew in from around the world, had meetings with the project team and spent 3 days at the Wolfsonian Museum listening to artists' presentations and specific proposals. From the 17 artists 6 of them were selected to actually complete commissions for the Convention Center. The 6 artists are internationally recognized and each work relates to Miami Beach.

Dennis Leyva went through the presentation and explained the 6 different artists and their projects that were chosen. He said that Commissioner Malakoff was present during the 3 days of presentations and was a big part of the process. Brandi Reddick added that these recommendations were approved unanimously by the Art in Public Places Committee, Design Review Board, and Historic Preservation Board.

Commissioner Malakoff said that she is very excited about all of the works. She mentioned that among other artists Sarah Morris is going to appear June 18th at the Frost Museum FIU with a De La Cruz presentation.

Commissioner Rosen Gonzalez congratulated Dennis Leyva and Brandi Reddick on this art work coming to Miami Beach.

Cathy Byrd thanked the committee for the support.

MOTION: Commissioner Rosen Gonzalez motioned to move this to the Commission for approval. Commissioner Grieco seconded. All in favor.

10. Discussion On The Condition Of Miami Beach Sidewalks
Commission Item C4D, June 8, 2016
(Sponsored by Commissioner Rosen Gonzalez)

Eric Carpenter, Assistant City Manager/Public Works Director

AFTER-ACTION

DIRECTION: Defer to July 15, 2016 NCAC Meeting.

11. Discussion On The Possibility Of Making Improvements/Enhancements To The Police North Beach Sub Station Also Known As The NESS
Commission Item C4I, June 8, 2016
(Sponsored by Vice-Mayor Steinberg)

Enrique Doce, Police Captain

AFTER-ACTION

Henry Doce, Police Captain presented the item.

Vice-Mayor Steinberg said that there is definitely more conversation that needs to be had on this topic. There is a lot going on in North Beach and in her opinion this police station needs some TLC. There is an area she thinks they can capitalize on expanding, the outside has an overhang and if the overhang is enclosed a lot of square footage will be gained. She said this is something that she wants to explore and discuss and what that can be used for and what is needed.

Captain Henry Doce said that immediate and simple closing in the front area will actually be an improvement to the reception area. An office can maybe be gained to offer to maybe Code Compliance because they have been asking for a place in the North end of the Miami Beach to share. In the long run a public safety building has been asked to be created with the Clerk's office in there. At that point we would need to go bigger, either go up or tear down. He is not sure if there is an appetite for that, but a quicker and immediate solution would be to close off the front area of the walkway. That area only houses his golf cart right now.

Vice-Mayor Steinberg said this is not for comfort it is more for functionality. It is here for exploration and discussion.

VOTE OF ACCLAMATION TO MOVE TO THE FULL COMMISSION WITH RECOMMENDATION TO EXPLORE OPTIONS

12. Discussion Regarding Healthier Snacks In Our Vending Machines
Commission Item C4J, June 8, 2016
(Sponsored by Vice-Mayor Steinberg)

Max Sklar, Director of Tourism, Culture, and Economic Development

AFTER-ACTION

DIRECTION: Defer to July 15, 2016 NCAC Meeting.

13. **Discuss The Installation Of Sunscreen Dispensers In All Parks And Pools Where Children Programs Are Managed By The City**
Commission Item C4K, June 8, 2016
(Sponsored by Commissioner Rosen Gonzalez)

Tonya Daniels, Director of Communications

AFTER-ACTION

DIRECTION: Defer to July 15, 2016 NCAC Meeting.

14. **Presentation And Discussion On The City Of Miami Beach Intelligent Transportation System And Smart Parking System Project**
Commission Item C4L, June 8, 2016
(Transportation)

Jose Gonzalez, Transportation Director

AFTER-ACTION

Kathie Brooks, Assistant City Manager said that they would like the committee's input on this today and bring it back to the Commission in July to actually issue the RFP in September.

Jose Gonzalez, Transportation Director presented the item. Jose Gonzalez said that they have been working with Kimley-Horn and Associates, they are the program managers for the intelligent transportation system and smart parking system project. They have been working with them for a few months to put the design criteria and specifications together. The goal is to issue an RFP in September and they need the committee's input on some key consideratoins including a traffic management center and phasing of the overall project.

Jill Capelli, Kimley-Horn and Associates went through the presentation to explain what it is that the intelligent transportation system and smart parking system project entail.

Commissioner Grieco asked about how much of a network they are talking about. Kathie Brooks Assistant City Manager explained that when he sees the cost it is something that will be decided to be done over time. Commissioner Grieco said for a City like ours it just doesn't seem like an option. Jose Gonzalez said FDOT has approached them and offered as they reconstruct corridors they can lay down some fiber. Commissioner Grieco said he doesn't think this is even on the table. Kathie Brooks said that she thinks there is opportunity with our roads as well to consider implementing it over time. The funding would cause this project not to move forward as quickly as they would like.

The Presentation continued.

Kathie Brooks said at this point based on the available funding that we have there is about 2.8 millions dollars already appropriated and another 2 millions dollars potentially freed up for the closing out of projects that were done this year. There is about 5 million

dollars that is available so they would need to subphase that and they can come back with that.

Jill Capelli explained they have applied for grants to supplement the budget process.

Jose Gonzalez said through the budget process they are looking to reallocate PTP funds to this project that would get us anywhere from 5-5.5 millions dollars.

Kathie Brooks explained there are some phases for parking. She said they would like to get a motion today regarding the transportation management center to go with the FDOT option which would be the cheaper option. Vice-Mayor Steinberg asked if we would have to have someone physically at that location. Kathie Brooks said yes. Vice-Mayor Steinberg asked if that makes sense. Kathie Brooks said they would also like a recommendation on communications and she is assuming that based on Commissioner Grieco's prior comments that would be the wireless option. Then they would like to get the motion to include to start off with phase 1, whatever can be done with the 5 million dollars and the rest to fall into a phase 1b.

MOTION: Vice-Mayor Steinberg motioned to move this to the full Commission with the recommendations that were made. She would like to discuss some things between now and the next Commission Meeting. Commissioner Grieco seconded. All in favor.

15. **Discussion Regarding The Use Of Auto Return's Tow Technology On Miami Beach**
Commission Item R9O, June 8, 2016
(Sponsored by Commissioner Arriola)

Saul Frances, Parking Director

AFTER-ACTION

DIRECTION: Defer to July 15, 2016 NCAC Meeting.

16. **Discussion Regarding Miami Beach United (MBU) "Residents' Right To Know" Proposal**
Commission Item R9I and R9P, June 8, 2016
(Sponsored by Commissioner Grieco and Commissioner Rosen Gonzalez)

Office of the City Attorney

AFTER-ACTION

DIRECTION: Defer to July 15, 2016 NCAC Meeting.

17. **Discussion Regarding Renaming Convention Center Drive To "Muhammad Ali Drive" And Authorizing The Creation Of A Statue Of Muhammad Ali To Be Place Either In The New Miami Beach Convention Center (MBCC) Park Or Inside The Renovated MBCC**
Commission Item R9T, June 8, 2016
(Sponsored by Mayor Levine)

Maria Hernandez, Convention Center District Project Director

Max Sklar, Director of Tourism, Culture, and Economic Development
Jose Gonzalez, Transportation Director
Office of the City Attorney

AFTER-ACTION

DIRECTION: Defer to July 15, 2016 NCAC Meeting.

Meeting adjourned at 4:31 P.M.

JLM/KGB/MTG

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **LAND USE AND DEVELOPMENT COMMITTEE MEETING OF JUNE 15, 2016**

A Land Use and Development Committee meeting was held on June 15, 2016. Land Use Committee Members in attendance were Commissioners Joy Malakoff, Michael Grieco, and John Elizabeth Aleman. Commissioner Ricky Arriola was also in attendance. Members from the Administration, including, Kathie Brooks, Thomas Mooney, Eve Boutsis, Nick Kallergis, Jose Gonzalez, Michael Belush, Maria Ruiz, and Rogelio Madan, as well as members of public, were also in attendance. Please see the attached sign-in sheet.

The meeting was called to order at 3:09 PM.

1. **Ordinance Amendments For Transit Intermodal Facilities: A). CDMP Amendment Implementing The Transit Intermodal Facilities Component Of The Transportation Master Plan; And B). Amendments To The Land Development Regulations Of The City Code Regarding Height And Accessory Use Requirements For Main Use Parking Structures And Transit Intermodal Facilities.**
   (Sponsored by City Commission
   June 8, 2016 City Commission Meeting, Item C4N)

AFTER-ACTION:
Thomas Mooney introduced the item.
Members of the public addressed the committee.
Commissioner Malakoff described the need to encourage centralized parking areas to encourage transit use and reduce the need to circulate to look for parking.
Commissioner Aleman described the need to encourage intermodal transit facilities.
Kathie Brooks detailed the definition of Transit Intermodal Facility.

MOTION: 3/0 (JA-MG)
Recommend that the City Commission refer an ordinance to the Planning Board via an R9 discussion item on July 13, 2016. The ordinance shall include provisions for transit facilities as both an accessory to a main use garage, as well as a main use, including applicable parking requirements and a city designation as a transit facility.

2. **Discussion Pertaining to Development Regulations And Guidelines for New Construction In the Palm View Historic District To Address Resiliency, Sustainability and Adaptation.**

Agenda Item C6D
Date 7-13-16

(Returning from the May 18, 2016 LUDC Meeting
Sponsored by Commissioner Joy Malakoff
March 9, 2016 City Commission Meeting, Item C4K)

AFTER-ACTION:
Thomas Mooney introduced the item.
Members of the public addressed the committee.
Commissioner Malakoff described the advantages of an historic designation.

MOTION: Staff directed to coordinate outreach meetings with area residents. Item continued to September 21, 2016 by Acclamation.

3. **Discussion Regarding Future Rooftop and Deck Accessory Bar Uses In The Sunset Harbour Neighborhood.**

(Continued from the May 18, 2016 LUDC Meeting
Sponsored by Commissioner Michael Grieco
April 13, 2016 City Commission Meeting, Item C4B)

AFTER-ACTION:
Thomas Mooney introduced the item.
Members of the public addressed the committee
Commissioner Grieco stated the need for the regulations to be very similar to adopted regulations for the South of Fifth Neighborhood and West Avenue.
Commissioner Aleman expressed a preference to see the hours changed to 11pm as opposed to 8 pm.
Commissioner Malakoff expressed concerns over the proposed hours, but expressed the need to find a compromise so as to not excessively hurt businesses.

MOTION: MG/JA (3-0)
Recommend that the City Commission refer the ordinance to the Planning Board, with the following revisions:

a. The roof-top portion of the regulations comport with the requirements in place for the area south of Fifth Street;
b. Outdoor speakers be permitted to play ambient, background music;
c. An exceptions clause be added to the legislation

4. **Discussion Regarding Incentivizing The Retention, Raising And/Or Relocation Of Historic/Architecturally Significant Single Family Homes (SFH).**

(Continued from the April 20, 2016 LUDC Meeting
Sponsored by Commissioner Michael Grieco
April 13, 2016 City Commission Meeting, Item C4E)

AFTER-ACTION:
Thomas Mooney introduced the item.
Members of the committee discussed the options.

MOTION: Continue to September 21, 2016 by Acclamation.

5. An Ordinance Amendment Pertaining To Alcoholic Beverage Establishments In The CD-3 District On 41st Street, In Order To Address Compatibility Issue With Surrounding Residential Districts.

(Continued from the May 18, 2016 LUDC Meeting
Sponsored by Commissioner John Elizabeth Alemán
May 11, 2016 City Commission Meeting, Item C4C)

AFTER-ACTION:
Thomas Mooney introduced the item.
Members of the committee discussed the item.

MOTION: JA/JM (2-0)
Recommend that the City Commission refer the ordinance to the Planning Board, with and exceptions clause.

6. Discussion Regarding a Proposed Ordinance Change For North Beach Town Center Districts.

(Continued from the May 18, 2016 LUDC Meeting
Sponsored by Commissioner John Elizabeth Alemán
May 11, 2016 City Commission Meeting, Item C4I)

AFTER-ACTION:
Thomas Mooney introduced the item.
Commissioner Malakoff had a concern as to whether the proposed ordinance should apply to all TC-1 areas.
Thomas Mooney described that applying the ordinance to a larger area may require an additional referral and public notice.
Eve Boutsis described that for a larger area to be considered it should be included prior to being considered at First Reading.
Members of the public addressed the committee.
Commissioner Malakoff expressed support for the proposal, for the inclusion of the entire TC-1 area should be included, and the Dover Kohl Design Guidelines be included.
Commissioner Aleman expressed support for inclusion of the entire TC-1 area and for the implementation of master plan recommendations.
Commissioner Grieco had concerns over moving forward with the proposal without continuing other elements of the master plan.

MOTION: JA/MG (3-0)
Recommend approval of the ordinance and that the entire TC-1 area be included, inclusive of the setback requirements recommended by Dover Kohl.

7. Discussion Regarding Revising the Cultural Arts Neighborhood District Overly (CANDO).

(Continued from the May 18, 2016 LUDC Meeting
Sponsored by Commissioner Ricky Arriola
May 11, 2016 City Commission Meeting, Item C4L)

AFTER-ACTION:
Commissioner Arriola introduced the item.

Ray Breslin described the proposal on behalf of the Collins Park Neighborhood Association.
Members of the public addressed the committee.
Commissioner Aleman had concerns over the impact to CD-3 properties.

MOTION: JA/MG (3-0)
Recommend that the City Commission refer the ordinance to the Planning Board with modifications to the north boundary, the non-amplified section of the ordinance and that the name be changed to the "Collins Park Arts District Overlay".

8. An Ordinance Amending Chapter 142 Of The City Code As It Pertains To Alcoholic Beverage Establishments On The West Side Of Alton Road And The South Side Of 17th Street.

(Continued from the May 18, 2016 LUDC Meeting
Sponsored by Commissioner Joy Malakoff
May 11, 2016 City Commission Meeting, Item R5F)

AFTER-ACTION:
Thomas Mooney introduced the item and suggested that the ordinance be continued to July so that changes could be made to the Ordinance.

MOTION: Continue to July 20, 2016 by Acclamation.

9. Single Family Demolition Procedures.

(Continued from the May 18, 2016 LUDC Meeting
Sponsored by Commissioner Joy Malakoff
May 11, 2016 City Commission Meeting, Item R5K)

AFTER-ACTION:
Thomas Mooney introduced the item.
Commissioner Aleman expressed concerns over the use of sod and the need to use a more Florida Friendly landscape material.
Commissioner Malakoff described the reason for the proposal.

MOTION: MG/JA (3-0)
Recommend that the City Commission refer the item to the Planning Board with a modification that Florida Friendly materials be required in place of sod.

10. Proposed Miami Beach Marina Redevelopment and Associated Legislative Changes.

(Continued from the May 18, 2016 LUDC Meeting
Sponsored by Commissioner John Elizabeth Aleman
May 11, 2016 City Commission Meeting, Item R9J)

AFTER-ACTION:
Jeffery Bercow requested a deferral of the item on behalf of the proposer.

MOTION: JA/MG (3-0)
Defer the item to September 21, 2016

11. Discussion Regarding The Recommendation Of The Neighborhood/Community Affairs Committee To Establish More Aggressive Requirements For Employee Transportation Plans.

(Sponsored by City Commission
June 8, 2016 City Commission Meeting, Item R7X)

AFTER-ACTION:
Commissioner Grieco described the proposal.

MOTION: Continue to July 20, 2016 by Acclamation

12. CMB Preparations for Likely Passage of State Medical Marijuana Constitutional Amendment.

(Continued from the April 20, 2016 LUDC Meeting
Sponsored by Commissioner Michael Grieco
February 10, 2016 City Commission Meeting, Item R9F)

MOTION: Continue to September 21, 2016 by Acclamation

13. An Amendment To Sec 142-1111 Of The City Code, To Address The Eligibility Requirements For The Short-Term Rental Of Apartment Units Within The Collins Waterfront Local Historic District.

(Sponsored By Commissioner John Elizabeth Alemán
June 8, 2016 City Commission Meeting, Item C4Q)

AFTER-ACTION:
Commissioner Aleman described the ordinance.
Members of the public addressed the committee.

MOTION: JA/MG (3-0)
Recommend that the Ordinance be approved by the Planning Board.
NOTE: This item was a dual referral to BOTH the LUDC and the Planning Board

14. Discussion Regarding Exploring Limiting Package Store Alcohol Sales To No Earlier Than 10:00 a.m., As Recommended By The Miami Beach Homeless Committee.

(Sponsored by Commissioner Joy Malakoff)
June 8, 2016 City Commission Meeting, Item C4X)

AFTER-ACTION:
Valerie Navarrete, on behalf of the Miami Beach Committee on the Homeless, requested that the City Commission consider the hours for the sale of alcohol from 8:00 a.m. to 10:00 a.m.

Commissioner Malakoff and Commissioner Grieco expressed support of the idea.
Nick Kallergis indicated that the item would involve an amendment to Chapter 6.
Commissioner Aleman wanted to see additional analysis to determine the impact of the change to businesses or any other residents.

MOTION: 3-0 (MG/JM)
Recommend that a draft ordinance be prepared and to continue the item to the July 20, 2016 meeting.

The meeting adjourned at 5:59 p.m.

JLM/SMT/TRM/RAM

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LAND USE AND DEVELOPMENT COMMITTEE MEETING
June 15, 2016
City Commission Chambers

Attendance Sheet

NAME	CONTACT NUMBER	I WISH TO RECEIVE THE AGENDA ELECTRONICALLY	E-MAIL ADDRESS
1. Tim Wilcox	305-970-7147	Yes	TW1828 @ aol.com
2. Bruce Bachman	617 513 9954	yes (already, via list)	bruce.bachman @ yahoo.com
3. Joan Balkin	305 905 7100	——— N.A.	——— @ N.A
4. Sam Dubbin	305 357-9004	Yes	sdubbin @ dubbinkravetz.com
5. MARIE STEFEN	973-452-4374	Yes	mspcc619 @ HOTMAIL.COM
6. Clare McCord	305-772-4780	yes	clarem mccord @ earthlink.net
7. Michael Barrineau	786-445-0160	yes	michael.barrineau @ gmail.com
8. JORGE LAGO	305-604-5219	YES	GENERAL MANAGER @ MONACOGRAPHE.INFO
9. Daniel Giraldo	305-496-9535	Yes	dgc223 @ gmail.com
10. Jim Tennie	703-919-2620	Yes	JTeen99 @ gmail.com
11. Daniel Veitia	3052193408	yes	[illegible] @ [illegible]
12. Valerie Navarro	786-546-2422	yes	@
13. Candice Saffer	3059682665	yes	@
14. Gerardo Gastelum	917-678-8778	Yes	Gstollen @ M.2 design.com
15. Michael Conaughar	608-225-0717	NO	MConaughar @ FourPartners.com
16. Carlos McDonnell	305-350-2355	yes	CMcDonnell @ BILLM.COM
17. Omar Wahab	305-788-4731	yes	Omar Wahab @ gmail.com
18. Jeff Berlow	305 377 6220	Yes	jberlow @ brzoniglaw.com
19. Matt Barnes	305-755-5825	NO	matthew.barnes @ akerman.com
20. Grace Dillon	3053244700	Yes	grace @ claroconto.com

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LAND USE AND DEVELOPMENT COMMITTEE MEETING
June 15, 2016
City Commission Chambers

Attendance Sheet

NAME	CONTACT NUMBER	I WISH TO RECEIVE THE LINK TO THE ELECTRONIC AGENDA	E-MAIL ADDRESS
21. Michael Llorente	305 673-2585	~~Michael~~ yes	michael.llorente@lsnpartners.com
22. JAY KOCRATY	(703) 626-2624	Y	JAY@FOXTPARTNERS
23. Greg Fontela	305-377-6233	yes	GFONTELA@BIZZONINGLAW.com
24. ERIC BANNISTER	786 515 2837	Yes	ericban1956@gmail.com
25. JANE BANNISTER	786-515-2837	yes	janerb35@gmail.com
26. JAY LEVY	305-785 7847	yes	jayrlevy@coldwellbankers.com
27. PAUL H. FREEMAN	305-970-0805	yes	freemanph@aol.com
28. FAIZA LIBAN	305 495 6282		faizalibaan@yahoo.com
29.			@
30.			@
31.			@
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MIAMIBEACH

OFFICE OF THE CITY MANAGER

COMMITTEE MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: MEETING OF THE SUSTAINABILITY AND RESILIENCY COMMITTEE (SRC) ON WEDNESDAY, JUNE 15, 2016

A meeting of the Sustainability and Resiliency Committee was held on Wednesday, June 15, 2016 in the Commission Chambers, 3rd Floor of City Hall. Commissioners in attendance: Commissioner Micky Steinberg, Commissioner Ricky Arriola, Commissioner Joy Malakoff, and Commissioner John Elizabeth Aleman. Members of the administration and the public were also in attendance.

Meeting was called to order at: 1:10PM

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

AFTER-ACTION

Bruce Mowry, City Engineer presented the item. During the last meeting, AECOM provided an update on new storm water standards that the department is working on incorporating in the public works manual to address sea level rise. He added that preliminary work has begun for the shoreline and storm water system upgrades along Indian Creek Drive but that this roadway is state-owned and, as such, design and construction will begin once an agreement is executed between the City and the Florida Department of Transportation.

ACTION: No further action taken.

2. **Sustainability Committee**

AFTER-ACTION:

Margarita Wells, Enviromental Resources Manager presented the item on behalf of Dave Doebler, Committee Chairman. Ms. Wells provided a brief update on the previous Sustainability Committee meeting. She added that the Environment and Sustainability Department has released a request for proposals for environmental grants and that the grant award process has been designed to allow for flexibility in order to promote innovative ideas.

Agenda Item C6E
Date 7-13-16

ACTION: No further action taken.

3. **Resiliency Strategy Update**

AFTER-ACTION:
Amy Knowles, Deputy Resiliency Officer presented the item. She explained that the City of Miami Beach, City of Miami, and Miami Dade County were selected in the last round of the Rockefeller Foundation's 100 Resilient Cities. Benefits of receiving this grant include being provided a personal resiliency consultant as well as access to a network of over 80 other cities and partners to help develop a resiliency strategy. Through the grant, the city will be able to better plan for stressors such as hurricanes, sea level, as well as affordable housing and transportation challenges. Mrs. Knowles added that the City held a Vulnerability Assessment workshop wherein City departments came together to assess critical assets and discuss how to minimize vulnerability under various scenarios.

Alyssia Berthoumieux, Environment and Sustainability Intern, presented on the City's first-ever Greenhouse Gas emissions inventory that she recently completed under the guidance of the Sustainability Division. This study is a deliverable of the Compact of Mayor's alliance, a global partnership of Mayors and City officials that are committed to reducing greenhouse gas emissions. She explained that an estimated 70% of emissions in the world come from cities. The City of Miami Beach releases 1.2 million metric tons of CO_2 equivalents, more than half of which comes from the commercial sector, followed by residential, and then transportation. Next steps of this initiative include setting greenhouse gas goals and targets for the community and for city operations.

Commissioner Steinberg requested a report that breaks down the information provided.

ACTION: No further action taken.

4. **Referral To Discuss Prohibiting Contractors From Using Roundup And Other Chemicals Labeled As Carcinogens In Public Spaces.**

AFTER-ACTION:
Rodney Knowles, Greenspace Division Director presented the item. He explained that staff has identified several greenspaces that can be modified to reduce their watering needs. He added that his division is researching special devices that can help monitor the amount of water used for irrigation. Combining this device with Florida friendly plants can help minimize run off.

Commissioner Arriola inquired about switching to certain types of vegetation to reduce the amount of herbicides and pesticides needed. Mr. Knowles mentioned that there are many types of vegetation that can be used and do not require chemicals. He added that he could provide the committee with a list of the types of vegetation that can be used.

Commissioner Steinberg mentioned the possibility of working with the botanical gardens to develop an educational campaign to help inform the public.

Commissioner Aleman recommended upgrading the landscape around City Hall to solely native, Florida friendly species to educate the public on planting native and Florida friendly. She added that Rodney Knowles is a landscape architect and can help develop this component. Mr. Knowles explained that the existing irrigation system around City Hall may need some adjustments in order to allow these natives species to thrive.

Commissioner Arriola suggested implementing educational placards to provide information of the species that will be planted around City Hall.

Commissioner Malakoff suggested writing an article for MB Magazine with before and after pictures of the showcase areas.

ACTION: Greenspace Division to present design concept in September with enhancements and ideas for the City Hall area. Education and outreach signage will be developed in collaboration with the Miami Beach Botanical Garden.

5. **Discussion on the Elimination and/or Phasing Out of Gas-Powered Leaf Blowers.**

Mr. Knowles presented the item. He explained that his division did not find a significant difference in noise levels between electric and gas powered blowers. Al Zamora, Sanitation Division Director reached out to a manufacturer that was able to provide blowers that produce less noise. He explained that in the two months that the blowers have been in use, the department has not received any noise complaints. He added that this less noisy model is just as strong as the regular gas blowers, but the built in muffler helps to reduce noise emissions.

Commissioner Malakoff expressed her gratitude for staff for their efforts in meeting the "can on every corner" initiative. Mr. Zamora mentioned that in some residential areas, residents are using the public trash cans to drop off their bags of trash from their homes. Commissioner Malakoff suggested having an educational campaign address this concern.

Commissioner Steinberg requested that staff continue researching future opportunities to move away from gas powered blowers.

Members of the public addressed the committee.

ACTION: No further action taken.

6. **Discussion on the Seabin Project As An Option To Reduce Litter In The City's Waterways.**

Commissioner Aleman presented the item. She explained that she is working with Seabin to establish a program. The next steps are to visit a couple of potential sites and to discuss product development with the national and international representatives. Miami Beach is currently one of two cities being evaluated as potential locations in the U.S. for establishing a pilot program.

ACTION: Item continued to the July 20, 2016 Sustainability and Resiliency Committee.

7. **Discussion Regarding How Green infrastructure including Living Or Hybrid Shorelines Can Complement Grey infrastructure In Our Climate Adaptation On Going Work.**

Ms. Wells provided a presentation on the different types of living shorelines and included areas of the city currently in project design or planning that are great potential locations for implementation of living shoreline concepts. She explained that an easy hybrid option that has already been used in Miami Beach is riprap, like that found in Maurice Gibb Park and Pine Tree Park. Ms. Wells mentioned that an example under design is the Miami Beach Convention Center project which will help protect existing mangroves, as well as add new mangroves on the seawall along Collins Canal.

Commissioner Malakoff added that landscape is often left as an afterthought during construction and should be planned ahead of time. Ms. Wells explained that staff is working with the environmental permitting agencies to ensure that it is not easier to construct a project without taking into consideration the incorporation of a natural habitat.

Commissioner Arriola expressed his interest in the reef project that was previously proposed and would like to see more marine habitats reestablished.

Members of the public addressed the committee.

ACTION: Staff to provide an update on projects and additional opportunities for living shorelines. This includes concepts for small artificial reefs. Continued to the September Sustainability and Resiliency Committee.

8. **Discussion To Consider Establishing A City Sustainable Procurement Policy.**

ACTION: Item deferred to the July 20, 2016 Sustainability and Resiliency Committee.

9. **Discussion on Charging a 5¢ Fee on Plastic Bags Similar To That Approved By The New York City Council.**

ACTION: Item deferred to the July 20, 2016 Sustainability and Resiliency Committee.

10. **Discussion on Stormwater Best Management Practices**

Ms. Wells presented the item. She presented a brief overview of the City's comprehensive stormwater management program, including examples of existing best management practices.

Commissioner Malakoff explained that she is interested on best management practices for grease traps. Ms. Wells explained that administration is working with the county to improve these practices and that a City inspector has been hired to supplement their efforts through increased proactive inspections.

Commissioner Arriola inquired about expanding it the storm grating program. Roy Coley, Infrastructure Division Director explained that the pilot program consists of fifteen (15) different grates throughout Ocean Drive using two (2) different models. Each model is

monitored and recorded for their effectiveness. Mr. Coley added that staff is reviewing the pilot program results to determine its success.

Commissioner Malakoff inquired about where the debris that is collected goes. Mr. Coley explained that debris that passes through the grates is captured in pollution control boxes in catch basins, which are clean and maintained regularly.

Commissioner Malakoff expressed concerns over the storm grates possibly causing additional flooding in areas that are not cleaned as frequently or have high amounts of litter. She also inquired about the status of the Woosh program. Jay Fink, Assistant Public Works Director explained that the company is currently obtaining a building permit to begin installing the systems.

ACTION: Item continued to the July 20, 2016 Sustainability and Resiliency Committee.

11. **Discussion on the City's Anti-Idling Policy**

Debora Turner, First Assistant City Attorney presented the item. She explained that the City Attorney's Office researched various laws and issues that may impact this initiative. Ms. Turner suggested involving Miami-Dade County since there is a preemption that prevents the City from moving this item forward. Dr. Morris Sunshine, resident, explained that this policy would be a major compliment to the resiliency GHG plan. He also suggested having an educational campaign and developing a fine schedule.

Commissioner Arriola expressed concerns over the enforcement of this policy and how it will be addressed by Code and the Police Department.

ACTION: Item continued to the July 20, 2016 Sustainability and Resiliency Committee.

12. **Discussion Regarding Exploring the Use of Triodetic's Tube and Hub Technology To Raise A Municipal Building As A Prototype For Residents**.

ACTION: Item deferred to the July 20, 2016 Sustainability and Resiliency Committee.

Meeting adjourned at 2:41 PM

JLM/SMT/ESW/YP

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Condensed Title:

A Resolution authorizing the City Manager or his designee to apply for and accept three (3) grants.

Key Intended Outcome Supported:

1) Insist on Police Department accountability; 2) Improve cleanliness in high traffic residential and pedestrian areas; and 3) Maximize the Miami Beach brand as a world-class destination.

Supporting Data: 2014 Community Satisfaction Survey/Other data: 1) "Quality of police enforcement" was mentioned by 11% of residents as a way to improve the quality of life in Miami Beach; 2) The City's efforts to address homelessness" was a key driver for resident respondents in how they view the City as a place to live, view city government on meeting expectations and if they would recommend the City as a place to live. The number of homeless in Miami Beach has decreased from 239 in FY 2004/05 to 122 in FY13/14; and 3) 30% of residents said that there were too few cultural activities and 37% said there were too few family friendly activities.

Item Summary/Recommendation:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the City Manager, or his designee, to 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 the following grants and funding requests: 1) Miami-Dade County FY16/17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for funding in the approximate amount of $15,000 for the City's Police Department Initiatives;2) Miami-Dade County Homeless Trust, in the approximate amount of $64,000 for the City's Homeless Outreach Program; and retroactively for: 3) Miami Beach Visitor and Convention Authority (VCA) for funding in the amount of $100,000 for the City's Licensing and Merchandising Strategic Plan.

Financial Information:

Source of funds	#	Grant Name/Project	Approx. Award	Approximate Match Amount/Source
	1	Edward Byrne Memorial Justice Assistance Grant (JAG) Program	$15,000	N/A
	2	Miami-Dade County Homeless Trust/Homeless Outreach	$64,000	$16,000/Community Services FY 2016/17 Operating Budget RA.
	3	Miami Beach Visitor and Convention Center/Licensing and Merchandising Strategic Plan	$100,000	$40,000/ Resort Tax Promotion Account #160-4300-000362 M.D.

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
Cintya Ramos		JM

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO 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 THE FOLLOWING GRANTS AND FUNDING REQUESTS: 1) MIAMI-DADE COUNTY FY16/17 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR FUNDING IN THE APPROXIMATE AMOUNT OF $15,000 FOR THE CITY'S POLICE DEPARTMENT INITIATIVES; 2) MIAMI-DADE COUNTY HOMELESS TRUST, IN THE APPROXIMATE AMOUNT OF $64,000, FOR THE CITY'S HOMELESS OUTREACH PROGRAM; AND RETROACTIVELY FOR: 3) MIAMI BEACH VISITOR AND CONVENTION AUTHORITY (VCA) FOR FUNDING IN THE AMOUNT OF $100,000 FOR THE CITY'S LICENSING AND MERCHANDISING STRATEGIC PLAN**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

1. Approval to submit a grant application to Miami-Dade County for the FY 16/17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the approximate amount of $15,000 for the City's Police Department Initiatives

The Florida Department of Law Enforcement (FDLE) anticipates an award from the US Department of Justice for FY 16/17 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide provisions of the Florida Administrative Code for use by all units of government within Miami-Dade County.

It is the Administration's intent to apply for funds from the County's allocation for the City's Police Department Initiatives. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, technology improvement programs

and justice information sharing initiatives. The City will be applying for funding in the approximate amount of $15,000 for the City's Police Department Initiatives to enable the Police Department to better protect and serve the community. Matching funds are not required for this grant. This grant supports the key intended outcome insist on police department accountability.

2. Approval to submit an application to the Miami-Dade County Homeless Trust in the approximate amount of $64,000 for the City's Homeless Outreach Program.

The U.S. Department of Housing and Urban Development (U.S. HUD) has issued a Notice of Funding Availability (NOFA) for its Continuum of Care Program, which is the primary Federal funding source for homeless assistance programs. The Miami-Dade County Homeless Trust serves as the applicant for U.S. HUD NOFA funds on behalf of the Miami-Dade County Continuum of Care (MDCoC) system. The MDCoC system encompasses all of Miami-Dade County, including all municipalities. All local entitlement jurisdictions are part of the MDCoC system, and the "Collaborative Application" will contain projects submitted by project applicants.

The City has received these funds since 2003 to support the salaries of Homeless Outreach staff in the City's Housing and Community Services Department. As such, the City intends to apply for continuation of funding, in the approximate amount of $64,000, through this collaborative application. A match of at least 25% is required, and matching funds in the amount of $16,000 are available from the Housing and Community Services Department FY 2016/17 Operating Budget. This project supports the key intended outcome to improve cleanliness, City beaches.

3. Retroactive approval to submit an application to Miami Beach Visitor and Convention Authority (VCA) for funding in the amount of $100,000 for the City's Licensing and Merchandising Strategic Plan

The MBVCA is a seven member authority, appointed by the City of Miami Beach Commission, with the goal of encouraging, developing and promoting the image of Miami Beach locally, nationally and internationally as a vibrant community and superb tourist destination. To this end, the MBVCA strategically focuses its funding investments in a balanced manner, fostering outstanding existing programs, stimulating new activities, and encouraging partnerships. The MBVCA is committed to a long-term plan for allocation of resources to build the uniqueness of Miami Beach as one of the world's greatest communities and tourism destinations. The MBVCA's Tourism Advancement Program support initiatives, major onetime special events and special project that develop tourism.

The Administration has applied for funds to support the Miami Beach Licensing and Merchandising Strategic Plan. The City applied for funding in the amount of $100,000 for the continuation of the Miami Beach Licensing and Merchandising Strategic Plan. Matching funds in the amount of $40,000 are required of this grant, and are available in the Resort Tax Promotion Account #160-4300-000362. This project supports the key intended outcome to maximize the Miami Beach brand as a world-class destination.

CONCLUSION

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the City Manager, or his designee, to 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 the following grants and funding requests: 1) Miami-Dade County FY16/17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for funding in the approximate amount of $15,000 for the City's Police Department Initiatives; 2) Miami-Dade County Homeless Trust, in the approximate amount of $64,000, for the City's Homeless Outreach Program; and retroactively for: 3) Miami Beach Visitor and Convention Authority (VCA) for funding in the amount of $100,000 for the City's Licensing and Merchandising Strategic Plan

JLM/CGR/JH
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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO APPLY FOR, ACCEPT, AND APPROPRIATE FUNDING (INCLUDING MATCHING FUNDS AND ANY RELATED CITY EXPENSES), AND TO EXECUTE ANY AND ALL DOCUMENTS OR AGREEMENTS IN CONNECTION WITH THE FOLLOWING GRANTS AND FUNDING REQUESTS: 1) MIAMI-DADE COUNTY FY16/17 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR FUNDING IN THE APPROXIMATE AMOUNT OF $15,000 FOR THE CITY'S POLICE DEPARTMENT INITIATIVES; 2) MIAMI-DADE COUNTY HOMELESS TRUST, IN THE APPROXIMATE AMOUNT OF $64,000, FOR THE CITY'S HOMELESS OUTREACH PROGRAM; AND RETROACTIVELY FOR: 3) MIAMI BEACH VISITOR AND CONVENTION AUTHORITY (VCA) FOR FUNDING IN THE AMOUNT OF $100,000 FOR THE CITY'S LICENSING AND MERCHANDISING STRATEGIC PLAN.

WHEREAS, the City Administration requests approval to submit a grant application to Miami-Dade County ("County") for the FY 16/17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the approximate amount of $15,000 for the City's Police Department Initiatives, the details of which are as follows:

- The Florida Department of Law Enforcement (FDLE) anticipates an award from the US Department of Justice for FY16/17 JAG funds.

- FDLE will distribute these funds in accordance with the JAG Countywide provisions of the Florida Administrative Code for use by all units of government within Miami-Dade County.

- It is the City Administration's intent to apply for funds from the County's allocation for the City's Police Department Initiatives.

- The Edward Byrne Memorial JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions.

- JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, technology improvement programs, and justice information sharing initiatives.

- The City will be applying for funding in the approximate amount of $15,000 for the City's Police Department Initiatives to enable the Police Department to better protect and serve the community.

- Matching funds are not required for this grant. This grant supports the key intended outcome to insist on police department accountability; and

WHEREAS, City staff has requested the approval of the City Commission to submit an application to the Miami-Dade County Homeless Trust for funding in the approximate amount of $64,000 for the City's Homeless Outreach Program, the details of which are follows:

- The U.S. Department of Housing and Urban Development (U.S. HUD) has issued a Notice of Funding Availability (NOFA) for its Continuum of Care Program, which is the primary Federal funding source for homeless assistance programs.

- The Miami-Dade County Homeless Trust serves as the applicant for U.S. HUD NOFA funds on behalf of the Miami-Dade County Continuum of Care (MDCoC) system.

- The MDCoC system encompasses all of Miami-Dade County, including all municipalities.

- All local entitlement jurisdictions are part of the MDCoC system, and the "Collaborative Application" will contain projects submitted by various project applicants.

- The City has received these funds since 2003 to support the salaries of Homeless Outreach staff in the City's Housing and Community Services Department.

- As such, the City intends to apply for continuation of care funding, in the approximate amount of $64,000, through the Collaborative Application.

- A match of at least 25% is required, and matching funds in the amount of $16,000 are available from the Housing and Community Services Department FY 2016/17 Operating Budget.

- This project supports the City's key intended outcome to improve cleanliness, City beaches; and

WHEREAS, the City Administration requests retroactive approval to submit a grant application to Miami Beach Visitor and Convention Authority (MBVCA) for funding in the amount of $100,000, the details of which are as follows:

- The MBVCA is a seven member authority, appointed by the City of Miami Beach Commission, with the goal of encouraging, developing, and promoting the image of Miami Beach locally, nationally, and internationally as a vibrant community and superb tourist destination.

- The MBVCA is committed to a long-term plan for the allocation of resources to build the uniqueness of Miami Beach as one of the world's greatest communities and tourist destinations.

- The MBVCA's Tourism Advancement Program supports initiatives, major one-time special events, and special projects that develop tourism.

- It is the Administration's intent to apply for funds to support the Miami Beach Licensing and Merchandising Strategic Plan.

- The City will be applying for funding in the approximate amount of $100,000 for the continuation of the Miami Beach Licensing and Merchandising Strategic Plan.

- Matching funds in the amount of $40,000 are required of this grant, and are available in the Resort Tax Promotion Account #160-4300-000362.

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

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby approve and authorize the City Manager, or his designee, to 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) Miami-Dade County FY16/17 Edward Byrne Memorial Justice Assistance Grant Program for funding in the approximate amount of $15,000 for the City's Police Department Initiatives; 2) Miami-Dade County Homeless Trust, in the approximate amount of $64,000, for the City's Homeless Outreach Program; and retroactively for: 3) Miami Beach Visitor and Convention Authority for funding in the amount of $100,000 for the City's Licensing and Merchandising Strategic Plan.

PASSED and **ADOPTED** this _____ day of _____, 2016.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DT — Date 7/5/16

JLM/CGR/JH
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Condensed Title:

A Resolution authorizing the waiving by a 5/7th vote, the formal competitive bidding requirements and authorizing the city manager, to execute an agreement with Beanstalk in the amount of $145,000.

Key Intended Outcome Supported:

To create a strategic licensing and merchandising program to enhance the consumer perceptions of Miami Beach as a lifestyle brand, continue to grow tourism to our destination, and generate external partner revenue streams.

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

Item Summary/Recommendation:

In 2015, the Administration identified the creation of an official City of Miami Beach store as a possible avenue to generate additional revenue, while also supporting ongoing efforts to build and maintain the city's brand. To that end, the city began seeking a promotional items distribution company to manufacture (or have manufactured through a third-party), market, promote, sell and distribute city promotional items and souvenirs through an online store to be branded exclusively for city purposes.

During this process the Administration met with New York City's licensing team as well as attended an educational conference regarding licensing. Through this research the overall approach to licensing was reexamined. Based on the feedback and discussions from professionals in licensing and tourism it is believed that starting an online store, prior to placing merchandise in stores, may not be successful. As such, the administration recommended doing an overall analysis of our current licensed marks as well as what inventory could be licensed and work directly with manufacturers through non-exclusive license agreements to place official Miami Beach merchandise in stores.

The administration began contacting possible companies to quote a consulting project to write a strategic licensing plan for the City. Using recommendations and industry websites, 10 companies were contacted and 8 responses were received. As each quote was analyzed it became apparent that one company, Beanstalk, stood out with experience in the areas that are most important.

Beanstalk is a large company that has offices located in New York, Los Angeles, Cincinnati, Miami and London. Beanstalk is currently ranked number 5 out of 35 global licensing agents according to the Licensing Industry Merchandising Association. The company is divided into 6 categories, brand representation, direct-to-retail, celebrity representation, manufacturer representation, royalty auditing, and brand consulting. Some of the companies that Beanstalk has worked with include HGTV Home, Honda, Wolfgang Puck, and Jaguar. Some of their strategic partnerships include working with Jaguar to create a lifestyle brand, luggage line, luxury apparel and fragrance. They also worked with HGTV Home to conceive and develop a collection of smart and stylish products across a wide variety of home and garden categories. Through this creation they also helped with the creation of packaging, marketing and POS materials.

In May 2015, the Administration entered into an agreement with Beanstalk, the consulting arm of Beanstalk, to create a strategic licensing and merchandising program ("Program") to enhance the consumer perceptions of Miami Beach as a lifestyle brand, and to continue to grow tourism to our destination ("Phase 1"). The Program will additionally generate external partner revenue streams with a positive return on investment.

After analysis and research, Beanstalk delivered various analyses and reports to the City, including a prospecting guidebook, program management guidebook, and specific category evaluations and recommendations.

The next steps in the process would be to continue working with Beanstalk to build the essential items needed to launch a successful lifestyle brand and licensing program ("Phase 2"). These items include:

- Style Guide – Including an intensive overall brand and logo analysis and creation, creation of guidelines for key brand elements, art direction, product inspiration and an essential tool to ensure a consistent and signature voice and spirit from all partners.
    - This would include creating a collection of all branding elements such as logos, tag lines, creative, photography and other imagery.
- All sales Materials – custom to the City of Miami Beach and specific to licensing and merchandising partners
- Legal contract boilerplate – Licensing contract specific to Miami Beach. This would also include all recommended language and standard royalty rates

The total price for Beanstalk to prepare and create all of the custom brand development materials needed to create a successful program is $145,000. The timeline to implement would be approximately 16 weeks, not including the time needed for the City's internal review and approvals. The Miami Beach Visitor and Convention Authority ("VCA") has committed a minimum of $100,000 to fund Phase 2 of the Program. Remaining funding for this agreement would consist of resort tax revenue. No additional budget enhancements are necessary.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	100,000	VCA Grant
	2	45,000	160-4300-000362
OBPI	Total	145,000	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Tonya Daniels, Communications Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND WAIVING, BY 5/7THS VOTE, THE CITY'S COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH A WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING AND AUTHORIZING THE CITY MANAGER TO FINALIZE NEGOTIATIONS AND EXECUTE (IN A FORM THAT IS ACCEPTABLE TO THE CITY ATTORNEY) AN AGREEMENT WITH THE BEANSTALK GROUP IN AN AMOUNT NOT TO EXCEED $145,000.**

ADMINISTRATION RECOMMENDATION

Waive the competitive bidding requirement, by 5/7ths vote, and adopt the Resolution.

BACKGROUND

In 2015, the Administration identified the creation of an official City of Miami Beach store as a possible avenue to generate additional revenue, while also supporting ongoing efforts to build and maintain the city's brand. To that end, the city began seeking a promotional items distribution company to manufacture (or have manufactured through a third-party), market, promote, sell, and distribute City-branded promotional items and souvenirs through an online store to be branded exclusively for City purposes.

During this process, the Administration met with New York City's licensing team, and attended an educational conference regarding licensing. Through this research the overall approach to licensing was reexamined. Based on the feedback and discussions from professionals in licensing and tourism it is believed that starting an online store, prior to placing merchandise in stores, may not be successful. As such, the Administration recommended (i) performing an overall analysis of our current licensed marks, as well as what inventory could be licensed, and (ii) working directly with manufacturers through non-exclusive license agreements to place official Miami Beach merchandise in stores.

The Administration began contacting possible companies to provide quotes for a consulting project to write a strategic licensing plan for the City. Relying upon recommendations and industry websites, the Administration contacted ten (10) companies, eight (8) of which submitted responses. As the Administration analyzed each quote, it became apparent that one company, The Beanstalk Group ("Beanstalk"), stood out with experience in the area of brand extensions.

Beanstalk is a large company that has offices located in New York, Los Angeles, Cincinnati, Miami, and London. Beanstalk is currently ranked number 5 out of 35 global licensing agents according to the Licensing Industry Merchandising Association. Beanstalk is divided into 6 categories: brand representation, direct-to-retail, celebrity representation, manufacturer representation, royalty auditing, and brand consulting. The Administration would work directly with Beanstalk's brand consulting division.

The consulting division of Beanstalk is referred to as Blueprint. This division focuses solely on consulting. Some of the companies that Beanstalk has worked with include HGTV Home, Honda, Wolfgang Puck, and Jaguar. Some of Beanstalk's strategic partnerships include working with Jaguar to create a lifestyle brand, luggage line, luxury apparel and fragrance. Beanstalk also worked with HGTV Home to conceive and develop a collection of smart and stylish products across a wide variety of home and garden categories. Through this creation they also helped with the creation of packaging, marketing, and point-of-sale (POS) materials.

In May 2015, the Administration entered into an agreement with Blueprint, the consulting arm of Beanstalk, to create a strategic licensing and merchandising program ("Program") to enhance the consumer perceptions of Miami Beach as a lifestyle brand, and to continue to grow tourism to our destination ("Phase 1"). The Program will additionally generate external partner revenue streams with a positive return on investment.

After analysis and research, Blueprint delivered various analyses and reports to the City, including a prospecting guidebook, program management guidebook, and specific category evaluations and recommendations.

ANALYSIS

The next steps in the process would be to continue working with Beanstalk to build the essential items needed to launch a successful lifestyle brand and licensing program ("Phase 2"). These items include:

- **Style Guide** – Intensive brand analysis and creation of guidelines for key brand elements, art direction, inspiration and an essential tool to ensure a consistent and signature voice and spirit from all partners.
    - This would include creating a collection of all branding elements such as logos, tag lines, creative, photography and other imagery.
- **Sales Materials** – specific to licensing and merchandising partners
- **Legal contract boilerplate** - specific to Miami Beach

The total price for Beanstalk to prepare and create all of the custom brand development materials needed to create a successful program is $145,000. The timeline to implement would be approximately 16 weeks, not including the time needed for the City's internal review and approvals. The Miami Beach Visitor and Convention Authority ("VCA") has committed a minimum of $100,000 to fund Phase 2 of the Program. Remaining funding for this agreement would consist of resort tax revenue. No additional budget enhancements are necessary.

CONCLUSION

In an effort to cultivate the Miami Beach lifestyle brand, grow tourism, and generate additional revenue streams, the City Manager and the Administration recommend that the Mayor and City Commission waive the competitive bidding requirement, and authorize the City Manager to finalize negotiations and execute (in a form that is acceptable to the City

Attorney) a new Agreement with Beanstalk, to allow Beanstalk to create the design foundations for the City's licensing program. The City Manager recommends that the Mayor and City Commission waive the competitive bidding requirement on the basis of Beanstalk's industry reputation, proven success with brand extensions, and deep understanding of the City of Miami Beach attained through executing Phase 1 of the Program.

JLM/MM/TD

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND WAIVING, BY 5/7THS VOTE, THE CITY'S COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH A WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING AND AUTHORIZING THE CITY MANAGER TO FINALIZE NEGOTIATIONS AND EXECUTE (IN A FORM THAT IS ACCEPTABLE TO THE CITY ATTORNEY) AN AGREEMENT WITH THE BEANSTALK GROUP IN AN AMOUNT NOT TO EXCEED $145,000.

WHEREAS, the City of Miami Beach (the "City") is committed to creating a strategic licensing and merchandising program to enhance the consumer perceptions of Miami Beach as a lifestyle brand, continue to grow tourism to our destination, and generate external partner revenue streams with a positive return on investment (the "Program"); and

WHEREAS, to that end, in May 2015, the Administration hired The Beanstalk Group ("Beanstalk") to create a strategic brand extension program that would deliver a prospecting guidebook, program management guidebook, and specific category evaluations and recommendations ("Phase 1"); and

WHEREAS, with Phase 1 of the strategy now in place, Beanstalk has submitted a proposal to the City to build the following essential items needed to execute on the strategy and build a successful lifestyle brand extension program ("Phase 2"):

- Style Guide – Intensive brand analysis and creation of guidelines for key brand elements, art direction, inspiration, and an essential tool to ensure a consistent and signature voice and spirit from all partners (including the creation of a collection of all branding elements such as logos, tag lines, creative, photography and other imagery);
- Sales materials that are specific to licensing and merchandising partners; and
- Legal contract boilerplate terms that are specific to Miami Beach; and

WHEREAS, the total price for Beanstalk to develop the custom brand development materials needed to create a successful Program is $145,000; and

WHEREAS, Beanstalk would require approximately 16 weeks to develop Phase 2 of the Program, not including time for the City's internal review and approvals; and

WHEREAS, the Miami Beach Visitor and Convention Authority ("VCA") has committed a minimum of $100,000 to fund Phase 2 of the Program; the remainder of the necessary funding would consist of resort tax revenue; and

WHEREAS, no additional budget enhancements are necessary to fund Phase 2 of the Program; and

WHEREAS, Beanstalk is ranked number 5 of the top 35 Global Licensing Agents. Beanstalk (i) has licensed over 5,000 products across every major category, (ii) manages over 600 licensees, and (iii) has generated over $5 billion in retail sales on behalf of its clients in 2014 alone. Beanstalk's client roster is comprised of global brands including HGTV Home, Honda, Stanley Black & Decker, U.S. Army, Energizer as well as the brands within the P&G family; and

WHEREAS, Section 2-367 of the City Code provides that "the city commission, upon written recommendation of the city manager, may by resolution adopted by a five-sevenths vote of the city commission waive competitive bidding when the city commission finds such waiver to be in the best interest of the city. In the event of such a waiver the city commission may authorize the execution of a negotiated contract"; and

WHEREAS, the City Manager has recommended that the City Commission waive the competitive bidding requirement, on the basis of Beanstalk's industry reputation, proven success with brand extensions, and deep understanding of the City of Miami Beach brand, which Beanstalk developed during its execution of Phase 1 of the Program.

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 and waive, by a 5/7ths vote, the City's competitive bidding requirement, finding such a waiver to be in the best interest of the City, and approve and authorize the City Manager to finalize negotiations and execute (in a form that is acceptable to the City Attorney) an agreement with The Beanstalk Group in an amount not to exceed $145,000.

PASSED and **ADOPTED** this _____ day of _____, 2016.

ATTEST:

_____
Philip Levine
Mayor

_____
Rafael E. Granado
City Clerk

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/5/16
Date

NK

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND
THE BEANSTALK GROUP, LLC
FOR
CONSULTING SERVICES TO IMPLEMENT
THE CITY'S LICENSING AND MERCHANDISING PROGRAM

This Professional Services Agreement ("Agreement") is entered into this _____ day of May, 2016 ("Effective Date"), 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 The **BEANSTALK GROUP, LLC**, a Delaware limited liability company, whose address is 220 East 42nd Street, New York, NY 10017 ("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. The City Manager's designee shall be the Director of Communications.
Consultant:	For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.
Services:	All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.
Fee:	Amount paid to the Consultant as compensation for Services.
Exhibits:	Exhibit A: Licensing Consultant Scope of Services Exhibit B: Consultant Proposal Exhibit C: Project Timeline
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

SECTION 2
SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Consultant by the City, Consultant shall perform and provide the work and services required ~~for the tools to implement a licensing and merchandising program ("Tools")~~to implement the City's licensing and merchandising program (the "Program")~~, including providing the City with the Consultant's best practices, in the form of a~~

~~power point presentation and a written handbook,~~ as more particularly described in Exhibit "A" hereto (the "Services"). ~~Any proposed additional services shall be subject to a separate compensation arrangement to be negotiated by the parties in good faith.~~

2.2 Consultant's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit "A" hereto.

2.3 The City acknowledges and agrees that in order for Consultant to effectively perform its services hereunder in a timely and efficient manner, the City must cooperate with Consultant and make available on a timely basis appropriate personnel, management decisions, information, and/or approvals.

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2.4 The services provided by ~~consultant~~ Consultant must ~~meet the~~ be ~~approval~~ approved and accepted by ~~of~~ the City (which approval or acceptance shall not be unreasonably conditioned, delayed, or denied) in order for Consultant to receive its Fee. ~~and be subject to the City's general right of inspection in order to assure City's approval which shall not be unreasonably conditioned, delayed or denied.~~

2.5 No Proprietary Rights Reserved by Consultant. Consultant warrants and represents that it has ownership of and rights to any and all of Consultant's forms, products, services, and materials utilized in connection with the Services ~~being~~ provided ~~on behalf of~~to the City ("Consultant Resources"). Consultant grants the City the right to use, and a non-exclusive license in, all patents, trademarks, service marks, copyrights, and other rights in and to any and all of Consultant Resources, in connection with Services being provided ~~on behalf of~~to the City. Consultant hereby acknowledges and agrees that all writings, agreements, works, marks, market plans, intellectual property, and any other products ~~being~~ that are created by Consultant specifically and exclusively on behalf of and for the benefit of the City ~~(with the use of the Consultant Resources)~~ (collectively, "City Resources") shall be the property of the City; ~~and~~ Consultant shall not have a claim to ~~said~~ such City Resources upon completion or early termination of this Agreement. Consultant may use the City's ~~Marks~~marks, in connection with providing the City with the Services ~~under~~ set forth in this Agreement, upon the prior written consent ~~from~~ of the City Manager or his designee; however, all City ~~Marks~~ marks shall remain the property of the City, and Consultant shall not have the right to use ~~said~~ any City ~~Marks~~ marks subsequent to the completion or early termination of this Agreement.

SECTION 3
TERM

The term of this Agreement ("Term") shall commence upon execution of ~~the~~ this ~~agreement~~ Agreement by the parties hereto, ~~which shall also be the Effective Date on p. 1 hereof,~~ and shall have an initial term of three (3) months, *provided* that the parties agree that time is not of the essence of this Agreement, and it shall not be deemed to be a material breach of this Agreement if Consultant's completion reasonably takes more than three (3) months due to delays caused by City, any mutually agreed changes in the scope of this engagement or deliverables hereunder, or other changes in circumstance, as the parties may mutually agree in writing.

Notwithstanding the Term provided herein, and subject to the foregoing, Consultant shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and

delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit ~~C~~ "A" hereto.

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SECTION 4
FEE

4.1 In consideration of the Services to be provided, and pursuant to the ~~manner~~ provisions of this Section 4~~specified in section 4.2 herein~~, the City shall compensate Consultant ~~shall be compensated~~ on a fixed fee basis, in ~~the~~ a total amount ~~of~~ not to exceed **$140,000** (exclusive of any Out-of-Pocket Costs, as set forth in Section 4.2 herein).

4.2 Consultant's travel, and all other out-of pocket expenses such as industry research, shall be billed separately with no mark-up (~~Collectively~~collectively, "Out-of-Pocket Costs"). ~~Any~~ Consultant shall obtain the prior written approval of the City Manager ~~Out-of-Pocket Costs shall first be approved, in writing, by the City Manager~~ or his designee prior to incurring any ~~expense for same~~Out-of-Pocket Costs, provided, however, ~~that pre~~ the City Manager's prior written approval shall not be necessary for expenses less than ~~One Hundred Dollars ($100)~~ each. In no event shall ~~any~~ Consultant's Out-of-Pocket Costs exceed a total of $5,000 ~~in total~~. If deemed acceptable by the City Manager or his designee, Consultant's Out-of-Pocket Costs shall be promptly reimbursed by City within thirty (30) days of submission by Consultant.

4.3 ~~4.3 The~~ Consultant's Fee ~~is~~ shall be due and payable as follows:

4.3.1 The City shall pay Consultant **$20,000** ~~due and payable on the Effective Date~~upon execution of this Agreement.

4.3.2 The City shall pay Consultant **$50,000** ~~due and payable~~ upon delivery of ~~final~~ the style guide, as further described in Exhibit "A" hereto.

The City shall pay Consultant

4.3.3 **$70,000** ~~due and payable~~ upon final delivery and acceptance by the City of all remaining deliverables set forth in Exhibit "A" hereto, which acceptance shall not be unreasonably conditioned, withheld or delayed.

4.4 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139
Attention: ~~Tonya Daniels~~Max Sklar

~~**4.5** Late payments shall bear interest compounded daily at the lesser of: (i) 1.5% per month or part thereof; or (ii) the highest rate allowed by law; which in either case is applicable from the original due date until the date such payment is actually received by Consultant. City shall reimburse Consultant for all costs and expenses incurred by Consultant (including, without~~

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~~limitation, all collection fees, attorney's fees and court costs) in collecting any past due amount from City.~~

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) business days to cure such default. If such default remains uncured after ten (10) business days, the City may terminate this Agreement without further notice to Consultant. Notwithstanding the foregoing, if termination is based upon a misrepresentation or fraud, the Agreement may be terminated for cause, effective immediately, upon written notification to Consultant and without providing Consultant with a cure period. 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 SEVEN (7) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONSULTANT SHALL BE PAID ~~THE FEE IN FULL~~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

Contractor agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

~~Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors (each of the foregoing being a "City Indemnified Person") from and against any and all actions (whether at law or in equity), damages, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Damages"), relating to, arising out of, or in connection with the activities performed or services furnished by Consultant pursuant to this Agreement, the transactions contemplated hereby, Consultant's role in connection therewith, and Consultant's engagement hereunder in general, to the extent that any such Damages have resulted from the Consultant's negligence, errors, omissions or other willful misconduct or fraud of the Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision, in connection with, related to, or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such Damages and shall pay all such costs and judgments which may issue from any lawsuit arising from such Damages, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. Consultant's obligations hereunder shall be binding upon and inure to the benefit of any successors, assigns and personal representatives of Consultant, City and any City indemnified Person, as applicable.~~

~~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.~~

~~to the extent of a maximum sum of Fifty Thousand and 00/100 ($50,000) Dollars, the City agrees to indemnify and hold harmless Consultant and its officers, employees, agents, and contractors (each of the foregoing being a "Consultant Indemnified Person") from and against any and all actions (whether at law or in equity), damages, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Damages"), relating to, arising out of, or in connection with the activities performed or services furnished by Consultant pursuant to this Agreement, the transactions contemplated hereby, Consultant's role~~

~~in connection therewith, and Consultant's engagement hereunder in general, to the extent that any such Damages have resulted from the City's negligence, errors, omissions or other willful misconduct or fraud of the City, its officers, employees, agents, contractors, or any other person or entity acting under the City's control or supervision. To that extent, the City shall pay all such Damages and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by Consultant in the defense of such Damages, including appeals. City's obligations hereunder shall be binding upon and inure to the benefit of any successors, assigns and personal representatives of Consultant, City and any Consultant indemnified Person, as applicable. 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.~~

6.2 INSURANCE REQUIREMENTS

The Consultant shall maintain and carry in full force during the Term, the following insurance:

1. General Liability, in the amount of $1,000,000;
2. 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.

Consultant shall provide the City written notice at least thirty (30) days prior to termination, cancellation, or reduction in coverage in the policy.

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 insurance policies for General Liability shall include the City as an additional insured and contain a waiver of subrogation endorsement, and the Professional Liability shall include a waiver of subrogation endorsement.

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 evidence of all insurance required under this Section has been provided to and 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 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 $~~50~~145,000, less any amounts actually paid by the City as of the date of the alleged breach. Consultant hereby expresses its willingness to enter into this Agreement with its recovery from the City for any damage action for breach of contract to be limited to a maximum amount of $~~50~~145,000, less any amounts actually paid by the City as of the date of the alleged breach.

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 $~~50~~145,000, less any amounts actually paid by the City as of the date of the alleged breach, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the ~~city~~ City by this Agreement.

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

~~Consultant desires to enter into this Agreement only if in doing so Consultant shall not be liable to the City, in connection with any damages suffered by the City relating to the City's failure to follow the Tools, as prepared by Consultant for the City; or the City's misapplication of said Tools.~~

~~**SECTION 9**~~

~~Consultant~~Neither party shall ~~not~~ be liable to the other for any consequential, incidental, special, punitive or exemplary damages, or lost profits or cost of procurement of substitute services, even if ~~Consultant~~ the non-breaching party has been apprised of the likelihood of such damages occurring. ~~City~~ Each party acknowledges and agrees that it shall rely only on the advice of its own attorneys as to all legal matters, including, without limitation, the terms and legal effect of ~~every~~ any ~~License~~ license ~~Agreement~~agreement prepared or entered into pursuant to this Agreement~~,~~. ~~and t~~The services provided by Consultant and its employees shall not in any respect be construed as the provision of legal advice, nor shall any attorney-client relationship be created between City, on the one hand, and Consultant and its employees, on the other hand.

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 DELETTED]

DRAFT

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 Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, gender identity, intersexuality, sexual orientation, disability, marital and familial status, or age.

~~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, gender identity, sexual orientation, disability, marital and familial status, or age.~~

10.6 CONFLICT OF INTEREST / COMPLIANCE WITH APPLICABLE LAWS

In its performance of the work and/or services, Contractor shall comply with all applicable laws, ordinances and regulations of the City, Miami-Dade County, the State of Florida and the federal government, as applicable.

Contractor 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 may be amended from time to time); both of which are incorporated by reference as if fully set forth herein.

Contractor 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. Contractor further covenants that in the performance of this Agreement, Contractor shall not employ any person having any 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.

~~**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, direct 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, no person having any such interest shall knowingly be employed by the Consultant. 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: The Beanstalk Group, LLC
220 East 42nd Street
15th Floor
New York, NY 10017
Attention: Marc D. Schneider, CFO, COO
212.421.6388 (fax)

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TO CITY: City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139
Attention: Max A. Sklar
305.673.7063 (fax)

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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 NO JOINT VENTURE

The parties to this Agreement each shall be deemed to be independent contractors and in no event shall the acts or omissions of one party be attributable to the other party. Neither party, nor its employees, shall be or shall be deemed to be an employee of the other party for any purpose whatsoever. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or any agency relationship, and neither party shall have any right or power to obligate or bind the other in any manner whatsoever except as authorized in this Agreement or otherwise specifically authorized in writing.

~~**12.5** During the Term of this Agreement and for a period of twelve (12) months thereafter, City shall not engage in any discussions, directly or through intermediaries, regarding soliciting, recruiting, engaging or hiring, for consulting, full-time or part-time employment, anyone who is or was an employee of Consultant during the period of Consultant's engagement hereunder, without Consultant's prior written approval. The parties agree that the foregoing limitations as to time, geographical area, and scope of activity are reasonable and acceptable to City, and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of Consultant.~~

Comment [W2]: The City cannot agree to such a restraint on public employment.

12.6 There are no representations, promises, agreements, warranties, covenants or undertakings other than those expressly contained in this Agreement. This Agreement is the product of arms-length negotiations between parties knowledgeable of its subject matter who have had the opportunity to consult counsel concerning the terms and conditions of this Agreement prior to the execution hereof. Any rule of law that would require interpretation of any provision against the party responsible for its inclusion herein shall have no effect on the interpretation of this Agreement. The headings on each paragraph hereof are for convenience purposes only and shall not be used to construe the terms of this Agreement.

12.7 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile

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copy, or electronic copy in .pdf or similar format, of an executed counterpart shall be valid and have the same force and effect as an original.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

_____
Jimmy L. Morales, City Manager

Date: _____

FOR CONSULTANT:

THE BEANSTALK GROUP, LLC

ATTEST:

By: _____
Chief Legal Officer

_____
Print Name

_____
Marc D. Schneider, Chief Financial Officer and Chief Operating Officer

Comment [W3]: Is Marc Schneider authorized to bind the company? Please provide proof of authorization to sign.

Date: _____

EXHIBIT A

SCOPE OF SERVICES AND TIMELINE ~~- LICENSING CONSULTANT SCOPE OF SERVICES~~

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Comment [W4]: The revised Scope of Services and Timeline will be attached hereto.

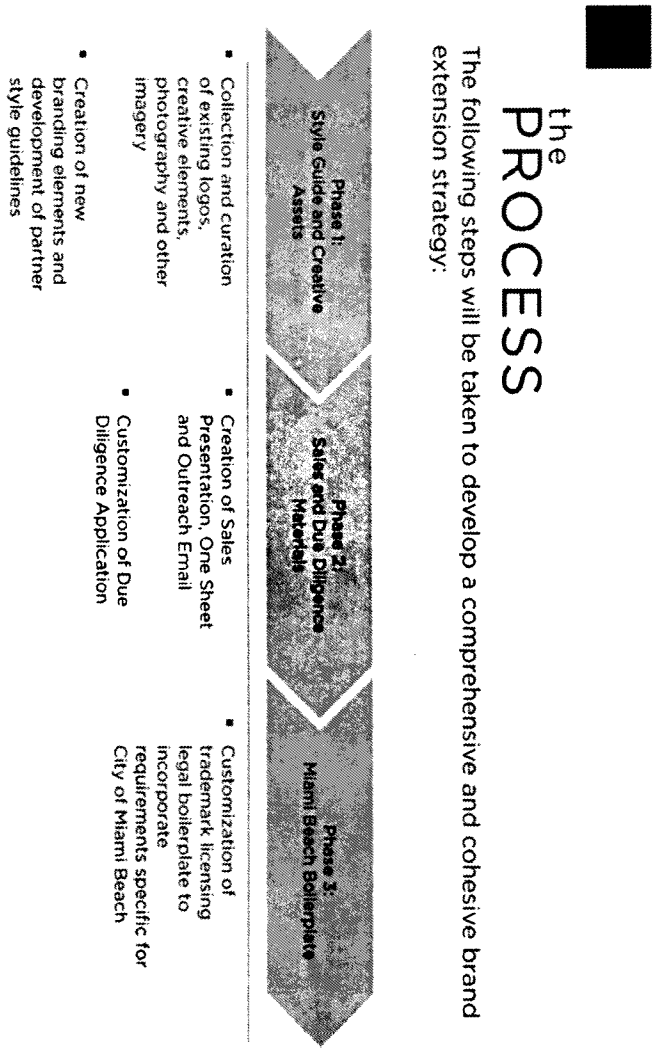

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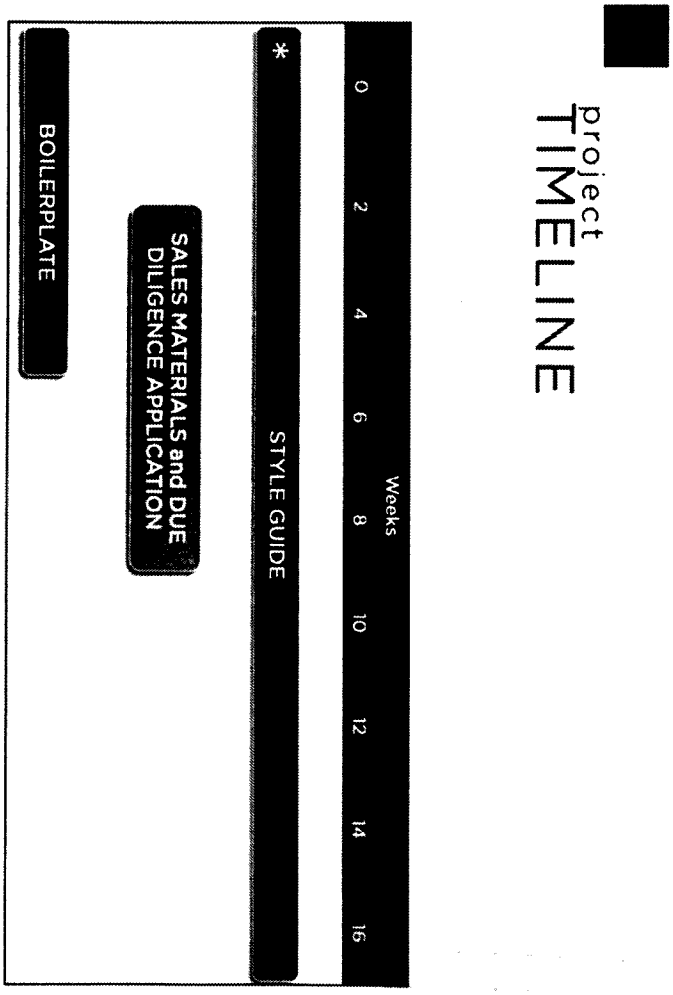
EXHIBIT B – CONSULTANT PROPOSAL

compensation proposal

BLUEPRINT

- Blueprint proposes a total project fee of **$140,000** (+$500/hr for customization of boilerplate)
  - Style Guide: $120,000
  - Sales Materials and Due Diligence Application: $10,000
  - Legal Boilerplate: $10,000 + $500/hr for customization with Miami Beach legal counsel
  - Additional expenses:
    - Travel pre-approved by Miami Beach charged at cost
      - One Brand Download at the City of Miami Beach offices
    - Miscellaneous expenses, pre-approved by Miami Beach, such as those incurred during program assessment

~~EXHIBIT C - PROJECT TIMELINE~~



Blueprint estimates delivery of all materials to Miami Beach approximately 16 weeks after brand download in Miami. Adherence to timeline will be contingent on prompt feedback and alignment from Miami Beach.

Condensed Title:

A Resolution authorizing the acceptance of $20,000 in sponsorships from The Swatch Group, Inc., made to the City for volleyball nets to be installed on the city's volleyball courts located at two sites on ocean drive (at 8th street and 12th street).

Key Intended Outcome Supported:

Maximize The Miami Beach Brand As A World Class Destination

Supporting Data (Surveys, Environmental Scan, etc.): The 2012 Community Satisfaction Survey reported that 66% of all resident respondents felts that the number of family friendly activities and cultural activities are "about right". Additionally, on average, residents attended 15 cultural activities per year and 13 family friendly activities per year. These indicate increased satisfaction from the 2009 survey.

Item Summary/Recommendation:

The Swatch Group, Inc., a world-wide sporting brand, which targets volleyball and other sporting events, approached the City of Miami Beach with a desire to sponsor the volleyball nets along Ocean Drive. Upon internal discussion with the Parks and Recreation Department and negotiation with Swatch representatives, a proposal was made for them to sponsor these volleyball courts for a period of one year.

The sponsorship of these courts would include Swatch supplying the City of Miami Beach Parks and Recreation department with Swatch branded volleyball nets to be placed at these courts in lieu of the volleyball nets the City currently uses, which include the city logo. An image of the proposed nets is attached for your reference.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
	Total	$20,000	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Tonya Daniels, Communications Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Tonya Daniels		

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY TO ACCEPT A SPONSORSHIP, VALUED AT $20,000, FROM THE SWATCH GROUP, INC., FOR VOLLEYBALL NETS TO BE INSTALLED ON THE CITY'S VOLLEYBALL COURTS LOCATED AT TWO SITES ON OCEAN DRIVE (AT 8TH STREET AND 12TH STREET)**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Swatch Group, Inc., a world-wide sporting brand, which targets volleyball and other sporting events, approached the City of Miami Beach with a desire to sponsor the volleyball nets at the City's volleyball courts along Ocean Drive. Following negotiations between Swatch and the City's Parks and Recreation Department, Swatch has agreed to sponsor these volleyball nets for a period of one (1) year

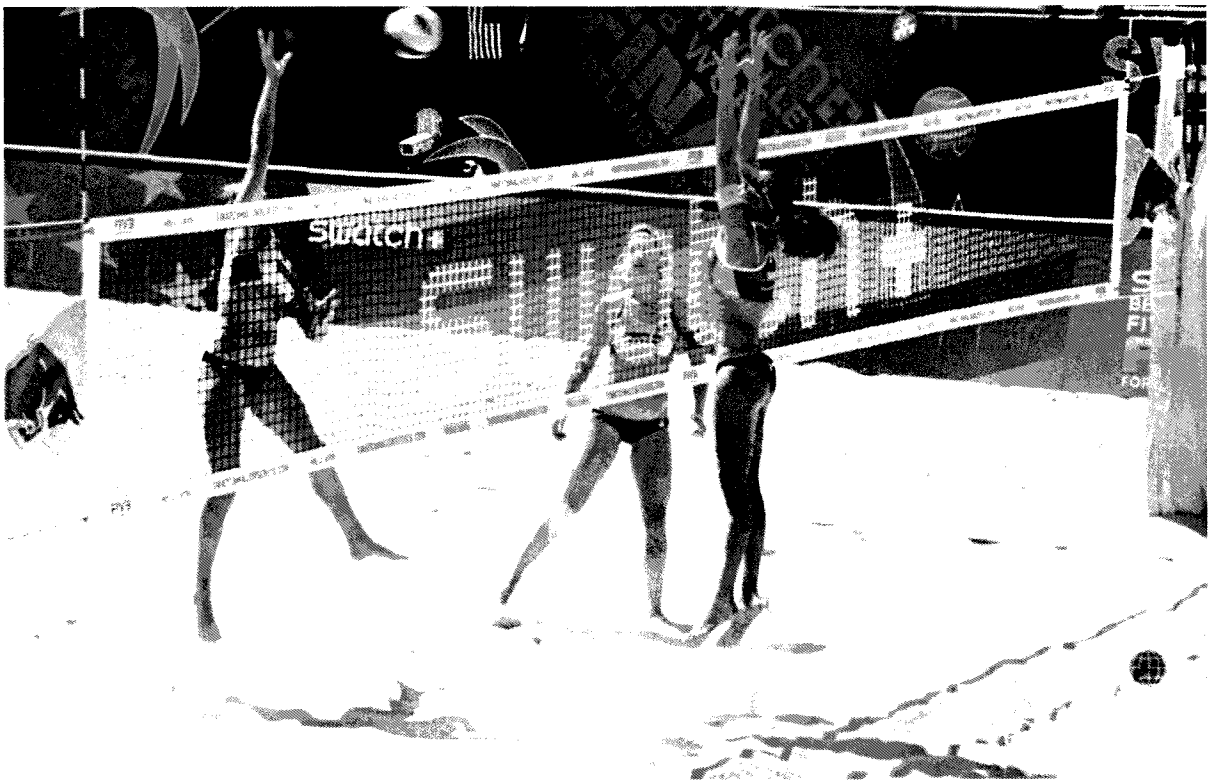
Under the terms of the proposed sponsorship, Swatch would supply the City's Parks and Recreation Department with Swatch-branded volleyball nets, to be installed on the City's volleyball courts on Ocean Drive at 8th and 12th Streets, in lieu of the volleyball nets currently used by the City (the "Sponsorship").

CONCLUSION

Staff worked diligently to negotiate the Sponsorship. The Administration recommends the adoption of the attached Resolution authorizing the acceptance of the Sponsorship.

JLM/MM/TD

hello sunny


swatch

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 SPONSORSHIP, VALUED AT $20,000, FROM THE SWATCH GROUP, INC., FOR VOLLEYBALL NETS TO BE INSTALLED ON THE CITY'S VOLLEYBALL COURTS LOCATED AT TWO SITES ON OCEAN DRIVE (AT 8TH STREET AND 12TH STREET).

WHEREAS, the City of Miami Beach (the "City") has received an offer from The Swatch Group, Inc., a world-wide sporting brand ("Swatch"), to sponsor the volleyball nets on the City's volleyball courts located at two sites on Ocean Drive (at 8th Street and 12th Street); and

WHEREAS, following negotiations between Swatch and the City's Parks and Recreation Department, Swatch has agreed to sponsor these volleyball nets for a period of one (1) year; and

WHEREAS, under the terms of the proposed sponsorship, Swatch would supply the City's Parks and Recreation Department with Swatch-branded volleyball nets, to be installed on the City's volleyball courts on Ocean Drive at 8th and 12th Streets, in lieu of the City-branded volleyball nets currently used by the City (the "Sponsorship"); and

WHEREAS, the City Administration recommends that the Mayor and City Commission approve and authorize the City to accept the Sponsorship.

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 a sponsorship valued at $20,000 from The Swatch Group, Inc., for volleyball nets to be installed on the City's volleyball courts located at two sites on Ocean Drive (at 8th Street and 12th Street).

PASSED and **ADOPTED** this _____ day of _____, 2016.

ATTEST:

_____
Philip Levine
Mayor

_____
Rafael E. Granado
City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/5/16
Date

NK

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING A PERPETUAL NON-EXCLUSIVE EASEMENT BETWEEN THE CITY OF MIAMI BEACH ("CITY") AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), ATTACHED HERETO AS EXHIBIT 1; FOR THE PURPOSE OF FDOT MAINTAINING AND REPAIRING A PORTION OF ALTON ROAD ON CITY PROPERTY KNOWN AS THE "MIAMI BEACH GOLF COURSE," LOCATED AT 2301 ALTON ROAD, ALONG THE EAST SIDE OF ALTON ROAD FROM MICHIGAN AVENUE TO 581 FEET NORTH.

Key Intended Outcome Supported:

Ensure comprehensive mobility addressing all modes throughout the City.

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

Item Summary/Recommendation:

The Florida Department of Transportation (FDOT) is planning to reconstruct the intersection of Michigan Avenue at Alton Road (Project). Construction is scheduled to begin in April 2017. The Project will include the addition of a second southbound left turn lane, roadway reconstruction, drainage improvements, intersection improvements, milling and resurfacing, adjustment of numerous valves and manholes, sidewalk and curb ramps, signage, pavement markings and signalization. To accommodate the intersection modification and preserve the mature tree canopy on the west side of Alton Road, additional area east of the existing FDOT right-of-way line is needed.

ANALYSIS

FDOT is requesting a perpetual easement to accommodate this project on land the City owns. This easement will still allow the City to have full access to the land.

This easement is approximately 14 feet wide by 581 feet long. The entire easement contains 8,392 square feet (0.193 acres) more or less and is attached as Exhibit 1.

THE ADMINISTRATION RECOMMENDS APPROVING THE RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Bruce Mowry, City Engineer, x. 6565

Sign-Offs:

Ast. Department Director	Assistant City Manager/DPW	City Manager
JJF	ETC	JLM

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MIAMIBEACH

AGENDA ITEM C7D
DATE 7-13-16

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 Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING A PERPETUAL NON-EXCLUSIVE EASEMENT BETWEEN THE CITY OF MIAMI BEACH ("CITY") AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), ATTACHED HERETO AS EXHIBIT 1; FOR THE PURPOSE OF FDOT MAINTAINING AND REPAIRING A PORTION OF ALTON ROAD ON CITY PROPERTY KNOWN AS THE "MIAMI BEACH GOLF COURSE," LOCATED AT 2301 ALTON ROAD, ALONG THE EAST SIDE OF ALTON ROAD FROM MICHIGAN AVENUE TO 581 FEET NORTH.**

BACKGROUND

The Florida Department of Transportation (FDOT) is planning to reconstruct the intersection of Michigan Avenue at Alton Road (Project). Construction is scheduled to begin in April 2017. The Project will include the addition of a second southbound left turn lane, roadway reconstruction, drainage improvements, intersection improvements, milling and resurfacing, adjustment of numerous valves and manholes, sidewalk and curb ramps, signage, pavement markings and signalization. To accommodate the intersection modification, and preserve the mature tree canopy on the west side of Alton Road additional area east of the existing FDOT right-of-way line is needed.

ANALYSIS

FDOT is requesting a perpetual easement to accommodate this project on land the City owns. This easement will still allow the City to have full access to the land.

This easement is approximately 14 feet wide by 581 feet long. The entire easement contains 8,392 square feet (0.193 acres) more or less and is attached as Exhibit 1.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve and authorize the City Manager to execute the perpetual easement with FDOT.

Attachments: Exhibit 1 - Perpetual Easement

JLM/ETC/JJF/BAM/WRB
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EXHIBIT 1

SKETCH 3000-49

EXHIBIT "A"

LEGAL DESCRIPTION - PARCEL 804:

A portion of NOT SUBDIVIDED land, lying in the NW 1/4 of Section 34 and the SW 1/4 of Section 27, Township 53 South, Range 42 East, in the City of Miami Beach, Florida, and being more particularly described as follows:

COMMENCE at the intersection of the Baseline of Survey of State Road 907 (Alton Road), as it is shown on the Florida Department of Transportation Project Network Control for said State Road 907, Project No. 429193-1, dated 09/30/2011, and the Centerline of Michigan Avenue; thence N 39°19'22" E, along said Baseline of Survey of State Road 907 (Alton Road), for a distance of 72.60 feet; thence, departing said Baseline of Survey at right angles, S 50°40'38" E for a distance of 57.00 feet to a point on a line which is 7.00 feet Easterly of, as measured at right angles, and parallel with the existing Southeasterly right-of-way line of said State Road 907 (Alton Road), as it is shown on the Florida Department of Transportation Right of Way Map for said State Road 907, Section 87037-2507, last revised on 12/15/1989, said point being the POINT OF BEGINNING of the following described parcel:

Thence N 39°19'22" E, along said parallel line, for a distance of 373.69 feet; thence N 50°40'38" W for a distance of 3.00 feet; thence N 39°19'22" E, along a line being 4.00 feet Easterly of, as measured at right angles, and parallel with said existing Southeasterly right-of-way line of State Road 907 (Alton Road), for a distance of 166.92 feet to a point on a tangent curve concave to the Northwest and having a radius of 801.39 feet, a chord bearing of N 38°20'31" E, and a chord distance of 27.44 feet; thence Northeasterly along the arc of said curve, through a central angle of 01°57'42", for a distance of 27.44 feet; thence S 52°38'20" E, along a radial line to lastly described curve, for a distance of 14.00 feet to a point on a non-tangent curve concave to the Northwest and having a radius of 815.39 feet, a chord bearing of S 38°20'31" W, and a chord distance of 27.92 feet; thence Southwesterly along the arc of said curve, through a central angle of 01°57'42", for a distance of 27.92 feet to a point of tangency; thence S 39°19'22" W for a distance of 152.92 feet; thence S 50°40'38" E for a distance of 3.00 feet; thence S 39°19'22" W for a distance of 429.02 feet to a point on a non-tangent curve concave to the Southeast and having a radius of 68.00 feet, a chord bearing of N 20°36'32" E, and a chord distance of 43.64 feet; thence Northeasterly along the arc of said curve, through a central angle of 37°25'41", for a distance of 44.42 feet to the POINT OF BEGINNING.

Containing 8,392 square feet, more or less.

This document consists of three (3) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

JOHN LIPTAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 5664

DATE

STATE OF FLORIDA Professional Surveyor and Mapper

THIS IS NOT A SURVEY

REV. PARCEL SHAPE	D.DENIS	05/04/16
REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 907 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	D.DENIS	04/19/16
CHECKED	J.L.	04/21/16

PREPARED BY: TRIANGLE SURVEYING AND MAPPING, INC 8290 NW 64 STREET MIAMI, FL 33166 (LB7388)

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 429193-2 SECTION 87037 SHEET 1 OF 3

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5/5/2016 2:42:38 PM ddenis

EXHIBIT "A"

GENERAL NOTES:

- Reproductions of this map are not valid without the signature and the original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
- Lands shown hereon were not abstracted by this office for right of way, easement 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 39°19'22" E, as shown on the Florida Department of Transportation Project Network Control for said State Road 907, completed on 09/30/2011 by Manuel G. Vera and Associates, Inc., for Project No. 429193-1.
- Right-of-Way lines shown are per the Florida Department of Transportation Right of Way Map for said State Road 907, Section 87037-2507, last revised on 12/15/1989.
- Section line and Lot lines shown are approximated per information found in Plat Book 8, Page 52, and are not supported by a survey. They are shown for graphical reference only.
- Dimensions and areas are calculated based on existing plats, right of way maps, and digital files as provided by client.
- 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.
- Triangle Surveying & Mapping, Inc. carries Professional Liability Insurance for Surveying & Mapping services.
- This Sketch to Accompany Legal Description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mappers, referenced in Rule 5J-17 Florida Administrative code pursuant to Section 472-027, Florida Statues.

LEGEND:

℄ - Baseline
℄ - Center Line
CB - Chord Bearing
CD - Chord Distance
(804) - Parcel Identification Number
Δ - Curve Central Angle
EXIST. - Existing
FDOT - Florida Department of Transportation
F.P. - Financial Project
L - Length
NO. - Number
(P) - Plat
P.B. - Plat Book
PC - Point of Curvature
PG. - Page
R - Radius
RGE. - Range
RT - Right
R/W - Right-of-Way
SEC. - Section
STA. - Station
TWP. - Township
(16) - Block Number

This document consists of three (3) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

THIS IS NOT A SURVEY

REVISION	BY	DATE
REV. PARCEL SHAPE	D.DENIS	05/04/16

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 907 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	D.DENIS	04/19/16
CHECKED	J.L.	04/21/16

PREPARED BY: TRIANGLE SURVEYING AND MAPPING, INC 8290 NW 64 STREET MIAMI, FL 33166 (LB7388)

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 429193-2 SECTION 87037 SHEET 2 OF 3

SKETCH 3000-49

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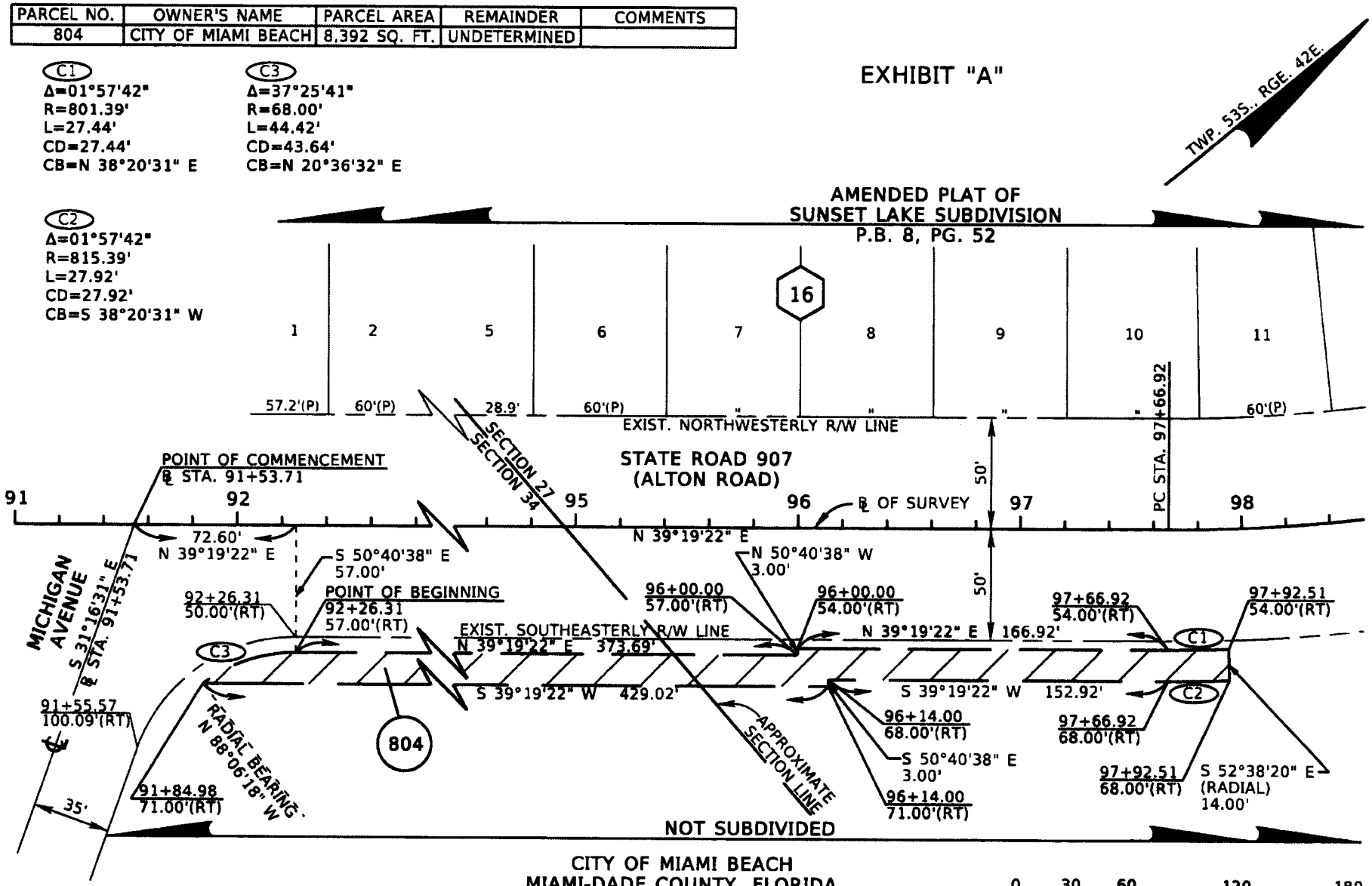
PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
804	CITY OF MIAMI BEACH	8,392 SQ. FT.	UNDETERMINED	

EXHIBIT "A"



CITY OF MIAMI BEACH
MIAMI-DADE COUNTY, FLORIDA

THIS IS NOT A SURVEY

0 30 60 120 180
Scale: 1" = 60'

This document consists of three (3) 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

REVISION	BY	DATE
REV. PARCEL SHAPE	D.DENIS	05/04/16

STATE ROAD NO. 907 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	D.DENIS	04/19/16
CHECKED	J.L.	04/21/16

PREPARED BY: TRIANGLE SURVEYING AND MAPPING, INC
8290 NW 64 STREET
MIAMI, FL 33166 (LB7388)

DATA SOURCE:
SEE GENERAL NOTES ON SHEET 1 OF 2

F.P. NO. 429193-2 — SECTION 87037 — SHEET 3 OF 3

SKETCH 3000-49

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, GRANTING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PERPETUAL NON-EXCLUSIVE EASEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), ATTACHED HERETO AS EXHIBIT 1, FOR THE PURPOSE OF FDOT CONSTRUCTING, MAINTAINING AND REPAIRING A PORTION OF ALTON ROAD ON CITY PROPERTY KNOWN AS THE "MIAMI BEACH GOLF COURSE," LOCATED AT 2301 ALTON ROAD, ALONG THE EAST SIDE OF ALTON ROAD FROM MICHIGAN AVENUE FOR 581 FEET TOWARDS THE NORTH.

WHEREAS, the State of Florida Department of Transportation ("FDOT") is proposing to improve the intersection of Michigan Avenue at Alton Road; and

WHEREAS, FDOT construction is scheduled to begin in April 2017, and will include roadway reconstruction, drainage improvements, intersection improvements, milling and resurfacing, adjustment of numerous valves and manholes, sidewalk and curb ramps, signage, pavement markings, and signalization; and

WHEREAS, FDOT is requesting that the City grant it a perpetual easement to accommodate this project on land the City owns, knowns as the "Miami Beach Golf Course," located at 2301 Alton Road; and

WHEREAS, the FDOT proposed easement will still allow the City to have full access to the City's Golf Course; and

WHEREAS, the golf course consists of over 149 acres of land, consisting of 18 holes, water features, mature landscaping, and an extensive perimeter buffer,; and

WHEREAS, FDOT seeks the area in an effort to assist the City with pending traffic concerns, while having no impact on the 18 hole course, or any of the landscaping of 149 acre golf course; and

WHEREAS, *de minimis* use by FDOT would provide a necessary turning lane from Michigan Avenue to Alton Road, and would be within the outer perimeter landscape buffer to the course, and would not interfere with the quiet enjoyment of the course, itself; and

WHEREAS, the proposed FDOT easement is approximately 14 feet wide by 581 feet long, and the entire easement contains 8,392 square feet (0.193 acres) more or less; and

WHEREAS, to accommodate the intersection modification FDOT proposes to add a second southbound left turn lane to Alton Road, area east of the east FDOT right-of-way line is needed, which area is within the City's Golf Course; and

WHEREAS, a detailed survey of the FDOT project area delineates a portion of the widened roadway within the "Miami Beach Golf Course," shall be along the east side of Alton Road from Michigan Avenue for 581 feet towards the north; and

WHEREAS, the widened roadway requires FDOT to obtain from the City a perpetual, non-exclusive easement to use, maintain, repair, and construct the roadway along the west side of City owned property; 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 grant and authorize the Mayor and City Clerk to execute a perpetual non-exclusive easement agreement between the City and the State of Florida Department Of Transportation ("FDOT"), attached hereto as Exhibit 1, for the purpose of FDOT constructing, maintaining and repairing a widened roadway on City owned property known as the "Miami Beach Golf Course," located at 2301 Alton Road, along the east side of Alton Road from Michigan Avenue for 581 feet towards the north.

PASSED and **ADOPTED this** _____ day of July, 2016.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/5/16
Date

T:\AGENDA\2016\July\PUBLIC WORKS\FDOT – Easement – Michigan at Alton – Reso.docx

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
December 18, 2015 - EV

Parcel No. : 804
Item/Segment No. : 429193-2
Managing District : 6

PERPETUAL EASEMENT

THIS EASEMENT, made the _____ day of July, 2016, 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 constructing, installing and maintaining a turning lane from Michigan Avenue to Alton Road, for an approximately 14 feet wide by 581 feet long roadway easement for vehicular and/or pedestrian use with the entire easement containing 8,392 square feet (0.193 acres) more or less, in, over, under, upon and through the following described land in Miami-Dade County, Florida, viz:

PARCEL 804 FIN.No.
429193-2

AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND TO BE MADE A PART HEREOF

Any other uses permitted by Grantor within the easement area shall not be inconsistent with the rights granted hereunder, nor impede the use of the area by Grantee in accordance with the uses authorized hereunder.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, 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: _____
Rafael Granado, City Clerk

THE CITY OF MIAMI BEACH

By: _____
Mayor Philip Levine

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/5/16
Date

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by Philip Levine, Mayor, who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Type, print or stamp name under signature)
Title or rank and serial number, if any:
_____

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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 AND CITY CLERK TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND ADVANCED DATA PROCESSING, INC. D/B/A INTERMEDIX; SAID AMENDMENT EXTENDING THE AGREEMENT, ON A MONTH TO MONTH BASIS, COMMECING ON SEPTEMBER 16, 2016, FOR A TERM NOT TO EXCEED ONE YEAR OR UNTIL SUCH TIME AS A NEW AGREEMENT IS EXECUTED PURSUANT TO A NEW PROCUREMENT PROCESS, WHICHEVER OCCURS FIRST.

Key Intended Outcome Supported:

Streamline The Delivery of Services Through All Departments; Ensure Expenditure Trends Are Sustainable Over The Long Term

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

Item Summary/Recommendation:

The Fire Department responds to all emergency medical incidents and provides pre-hospital care to the sick and injured. They transport patients in need of medical treatment to area hospitals where their care is transferred to an emergency room physician. No charges are levied unless the patient is transported by the Fire Department to a hospital for further medical treatment. When this occurs, the paramedics are responsible for obtaining and recording patient demographic information on a patient care report.

Advanced Data Processing, Inc. (ADPI) originated in 1974 and is one of the largest providers of medical billing and coding services to emergency medical services agencies in the United States. Intermedix Corporation owns 100% of ADPI and they provide a fully outsourced billing solution including the provision of a proprietary mobile electronic patient record collection system for its clients to capture patient information at the scene of an incident.

On September 16, 2010, the current Professional Services Agreement entered into between the City of Miami Beach ("City") and Advanced Data Processing, Inc. D/B/A Intermedix – ADPI ("ADPI") for Billing and Collection Services for Emergency Medical Services (EMS) Transport was amended to extend the term of the agreement and allow for additional services.

Since 1994 the City of Miami Beach has been in agreement with Advanced Data Processing, Inc. for its emergency medical transport billing and collection services. The services provided by ADPI in the current agreement include, but are not limited to, obtaining patient and insurance information for emergency medical transport services provided, verify patient insurance and patient demographic information, filing claims and sending invoices to self-pay accounts, submit claims to Medicare, Medicaid, and insurance companies, process third party reimbursements, and provide specific management and financial reports on a monthly basis, as specified by the City.

In the current professional services agreement the City of Miami Beach pays fees for services at a rate of six and one-half percent (6.5%) of all monies collected by ADPI, excluding Medicaid accounts that are a flat fee of $10.00 per account. Amendment No. 2 of the agreement allowed the City to utilize their proprietary mobile electronic patient record collection system to enter patient information and data into and interact with its main billing and medical records system. Intermedix made this system available to the City under license for an additional fee of five and two-tenths percent (5.2%) of net collections.

Since the City of Miami Beach outsourced its emergency medical transport billing and collection services in 1994 there are now multiple companies that provide revenue cycle management services. There are multiple software companies that provide reporting software that integrates with revenue cycle management companies. The Administration believes seeking independent proposals for these services is in the best financial interest of the City.

Based upon the expiration of the current contract with Advanced Data Processing, Inc. (D/B/A/ADPI – Intermedix) on September 16, 2016 the Administration would like to extend the current contract on a month to month basis until such time as new contracts are awarded for emergency medical transport billing and collection services and electronic patient care reporting software.

The Administration recommends approving an extension of the current contract with Advanced Data Processing, Inc. (D/B/A/ADPI – Intermedix) on a month to month basis until such time as the new RFP can be awarded.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
N/A	1		
	Total		

Financial Impact Summary: This contract is funded by paying a percentage of net collections from medical transports revenue.

City Clerk's Office Legislative Tracking:

Virgil Fernandez, Fire Chief, ext. 7120

Sign-Offs:

Department Director	Assistant City Manager	City Manager
VF		JLM

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND ADVANCED DATA PROCESSING, INC. D/B/A INTERMEDIX; SAID AMENDMENT EXTENDING THE AGREEMENT, ON A MONTH TO MONTH BASIS, COMMENCING ON SEPTEMBER 16, 2016, FOR A TERM NOT TO EXCEED ONE YEAR OR UNTIL SUCH TIME AS A NEW AGREEMENT IS EXECUTED PURSUANT TO A NEW PROCUREMENT PROCESS, WHICHEVER OCCURS FIRST.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

BACKGROUND

The City's Fire-Rescue Division was established in October 1966 and responds to all emergency medical incidents and provides pre-hospital care to the sick and injured. They transport patients in need of medical treatment to area hospitals where their care is transferred to an emergency room physician.

The Fire Department is frequently summoned when people are sick and injured in Miami Beach through the City's 9-1-1 system. Paramedics arrive and assess the severity of the patient's injuries. No charges are levied unless the patient requires medical transportation by the Miami Beach Fire-Rescue Department to a hospital for further medical treatment.

When this occurs, one of the paramedics is responsible for collecting and recording the patient demographic information from either the patient or an accompanying person on scene. The paramedics' primary responsibility is to aid the injured and secondary is to complete the incident report and collect patient demographic information. ADPI is assigned the task of obtaining missing patient demographic information to maximize collection efforts through healthcare data exchanges with healthcare facilities and insurance providers.

On September 27, 2012 the City Commission passed Resolution No. 2012-28023 authorizing the billing of $800 for Basic Life support, Advanced Life Support 1, or Advanced Life Support 2 emergent medical transports to assist in cost recovery. Transport fees are established by Miami Dade County Code Section 4-7. Additional charges in varying amounts are based on miles transported to the hospital and the need for supplemental medical services such as cardiac

monitoring, intravenous/intraosseous therapy, airway intubation, and oxygen delivery. Despite these associated costs for medical transportation of a patient no individuals are deprived of fire-rescue transport services due to their inability to pay for services.

Advanced Data Processing, Inc. or ADPI originated in 1974 and is one of the largest providers of medical billing and coding services to emergency medical services agencies in the United States. Intermedix Corporation owns 100% of ADPI and Advanced Data Processing, Inc. has been the legal name of the company for over the past 11 years. They also provide a fully outsourced billing solution including the provision of a proprietary mobile electronic patient record collection system for its clients to capture patient information at the scene of an incident. Intermedix is headquartered in Fort Lauderdale, Florida for more than 11 years and have 29 offices located in 14 states. Their corporate office that contracts with Miami Beach is located at 7900 NW 154 ST in Miami Lakes, FL.

City Commission Memorandum No. 359-94 originally awarded ADPI a one year contract on May 18, 1994 to provide emergency medical transport billing and collection services with an option for two additional years at the City Manager's discretion. A second agreement was approved on December 15, 1999 and expired on December 15, 2004 after the City elected to renew the agreement for the two additional one year terms. This agreement was further extended on a month to month basis until June 2008 when a third consecutive agreement with ADPI was finalized. The agreement was signed by the City Clerk, City Manager, and the vendor and it piggybacked Miami Dade County Contract No. TBW7863-01/06-1 and did not require approval by the City Commission pursuant to City Code Section 2-369.

On September 16, 2010 the City Commission passed Resolution 2010-27386 waiving the competitive bidding requirement and allowing the City to amend an existing contract with ADPI. The amendment allowed the City to provide for additional services to utilize their proprietary TripTix electronic patient care reporting (ePCR) system. This amendment provided an estimated five (5) year cost savings of $247,585. The amendment referred to as Amendment No. 2 extended the term of the agreement by an initial three (3) year term commencing on the last date of execution and automatically renewing for a period of one (1) additional three (3) year term at the end of the initial term.

ANALYSIS

On September 16, 2010, the current Professional Services Agreement entered into between the City of Miami Beach ("City") and Advanced Data Processing, Inc. D/B/A Intermedix – ADPI ("ADPI") for Billing and Collection Services for Emergency Medical Services (EMS) Transport was amended to extend the term of the agreement and allow for additional services.

Since 1994 the City of Miami Beach has been in agreement with Advanced Data Processing, Inc. for its emergency medical transport billing and collection services. The services provided by ADPI in the current agreement include, but are not limited to, obtaining patient and insurance information for emergency medical transport services provided, verify patient insurance and patient demographic information, filing claims and sending invoices to self-pay accounts, submit claims to Medicare, Medicaid, and insurance companies, process third party reimbursements, and provide specific management and financial reports on a monthly basis, as specified by the City. Amendment No. 2 allowed the City to utilize their proprietary ePCR system, TripTix at an additional fee for use.

In the current professional services agreement the City of Miami Beach pays fees for services at a rate of six and one-half percent (6.5%) of all monies collected by ADPI, excluding Medicaid

accounts. ADPI includes in the same invoice an amount of $10.00 per Medicaid account for providing all billing services related to such accounts.

Intermedix Corporation developed the TripTix system running on tablet personal computers to enter medical records and data into and interact with its main billing and medical records system and Intermedix is making this system available to the City under license for an additional fee of net collections. The fee is five and two-tenths percent (5.2%) and includes:

- (13) pen-based Panasonic Toughbook tablet units, field automation software, administrative reporting system, training, and support.
- Hardware replacement upon contract renewal(s).
- Overnight loaner replacement tablets for units out of service for repairs.

The following table lists the relevant fire-rescue data regarding medical calls and transports for Fiscal Year 2013/2014 and Fiscal Year 2014/2015 as compiled from the Fire Department's computer aided Dispatch (CAD) and report management software (RMS) databases:

	FY 13/14	FY 14/15
EMS Calls	17,058	18,050
EMS Transports	7,955	7,956

The City collected the following revenues less ADPI's fees during the past two (2) fiscal years:

	FY 13/14	FY 14/15	TOTAL
Gross Collection	$1,967,207.75	$2,356,029.32	$4,323,237.07
ADPI Fee (11.7%)	$232,134.36	$277,721.58	$509,855.94
Net Collection	$1,508,586.69	$1,836,052.59	$3,344,639.28

A staff member of the Fire Department participated in the committee for the City of Miami's RFP547382 for Emergency Medical Transportation Billing and Collection Services on June 6, 2016 to understand the process and inform the City on competing vendors providing the same services. It is the City's understanding there is a competitive environment of reputable and experienced vendors for solicitation of revenue cycle management services.

Since the City of Miami Beach outsourced its emergency medical transport billing and collection services in 1994 there are now multiple companies that provide revenue cycle management services. There are also multiple software companies that provide electronic patient care reporting software that integrates with a company that provides revenue cycle management services. The Administration believes seeking proposals for these services independent of each other is in the best financial interest of the City.

Based upon the expiration of the current contract with Advanced Data Processing, Inc. (D/B/A/ADPI – Intermedix) on September 16, 2016 the Administration would like to extend the current contract on a month to month basis until such time as new contracts are awarded for emergency medical transport billing and collection services and electronic patient care reporting software.

CONCLUSION

The Administration recommends approving an extension of the current contract with Advanced Data Processing, Inc. (D/B/A/ADPI – Intermedix) on a month to month basis until such time as the new RFP can be awarded.

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND ADVANCED DATA PROCESSING, INC. D/B/A INTERMEDIX; SAID AMENDMENT EXTENDING THE AGREEMENT, ON A MONTH TO MONTH BASIS, COMMENCING ON SEPTEMBER 16, 2016, FOR A TERM NOT TO EXCEED ONE YEAR OR UNTIL SUCH TIME AS A NEW AGREEMENT IS EXECUTED PURSUANT TO A NEW PROCUREMENT PROCESS, WHICHEVER OCCURS FIRST.

WHEREAS, the City's Fire-Rescue Division of the Fire Department provides medical transportation for persons requiring Basic Life Support (BLS) and Advanced Life Support (ALS); and

WHEREAS, as established by Resolution 2012-28023, patients transported from incident scenes to health care facilities in EMS transport vehicles are charged a BLS or ALS transport fee, a mileage fee, and other charges including, but not limited to, cardiac monitoring, intravenous/intraosseous therapy, airway intubation, and oxygen delivery; and

WHEREAS, on September 16, 2010, the current Professional Services Agreement entered into between the City of Miami Beach (City) and Advanced Data Processing, Inc. d/b/a Intermedix (ADPI) for billing and collection services for emergency medical services (EMS) transport was amended to extend the term of the agreement and allow for additional services; and

WHEREAS, the services provided by ADPI in this agreement include, but are not limited to, obtaining patient and insurance information for emergency medical transport services provided, verify patient insurance and patient demographic information, filing claims and sending invoices to self-pay accounts, submit claims to Medicare, Medicaid, and insurance companies, process third party reimbursements, provide specific management and financial reports on a monthly basis, and allow the City to use under license their proprietary mobile electronic patient record collection system; and

WHEREAS, the fees collected by the City through ADPI are revenue generating, with the following net revenues being generated for the City:

FY13/14	$1,508,586.69;
FY14/15	$1,836,052.59; and

WHEREAS, since the City of Miami Beach outsourced its emergency medical transport billing and collection services in 1994, a number of companies that provide revenue cycle management services and software companies that provide electronic patient care reporting software that integrates with a company that provides revenue cycle management services.

WHEREAS, the Administration recommends pursuing a procurement process for the services currently being provided by ADPI, with the revenue cycle services and electronic patient care reporting as standalone services, as being in the best financial interest of the City; and

WHEREAS, the current agreement with ADPI expires on September 15, 2016, and in order to continue the current services without interruption, the Administration recommends extending the current agreement on a month to month basis for a term not to exceed one (1) year or until such time as new agreement is executed pursuant to a new procurement process.

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 City Manager and City Clerk to execute Amendment No. 3 to the Professional Services Agreement between the City and Advanced Data Processing, Inc. d/b/a Intermedix; said amendment extending the agreement, on a month to month basis, commencing on September 16, 2016, for a term not to exceed one year or until such time as a new agreement is executed pursuant to a new procurement process, whichever occurs first.

PASSED and **ADOPTED** this _____ day of _____, 2016.

ATTEST:

_____ _____

CITY CLERK MAYOR

T:\AGENDA\2016\July 13\Consent\ADPI Reso.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/28/16 Date

C7F A Resolution Urging The Florida Department Of Transportation ("FDOT") To Paint Dedicated Bicycle Lanes On I-195 (The Julia Tuttle Causeway) As Soon As Possible To Protect The Safety Of Cyclists During The Next Phase Of Miami-Dade County's Venetian Causeway Project.

(Sponsored by Commissioner Ricky Arriola)

(Item to be Submitted in Supplemental)

Agenda Item C7F
Date 7-13-16

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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 The Memorandum Of Understanding (MOU) Attached To This Resolution, Between The City Of Miami Beach And The Miami Beach Chamber Education Foundation Inc., For The Implementation Of A Miami Beach Nurse Enhancement Initiative For Behavioral Health Services (The "Initiative") For Miami Beach Senior High School, Nautilus Middle School, Feinberg-Fisher K-8 Center, Biscayne Elementary School, And South Pointe Elementary School; Said MOU Providing For Initiative Services For The 2016-2017 School Year, With Possible Renewal Options, Upon Mutual Agreement Of The Parties, For The 2017-2018 And 2018-2019 School Years, With The City's Contribution Being Subject To Consideration In The Budget Development Process For Each Respective Fiscal Year; And Further Authorizing The Consideration Of $53,600 In Funding From The City's 2016-2017 Fiscal Year Annual Budget For The City's Contribution To The Initiative For The 2016-2017 School Year.

Key Intended Outcome Supported:

Supporting Data (Surveys, Environmental Scan, etc.):
The 2012 and 2014 Community Satisfaction showed that 91% and 75% respectively of residents with children are very satisfied or satisfied with our City's public schools compared to 51% in 2007. In the 2013-14 and 2014-15 school year, the City of Miami Beach in partnership with neighboring municipalities funded a Nurse Initiative providing service to over 4,000 children/visits, an average of 80% of the total school populations visiting the Miami Beach funded HCIOS in 2013-14 and 2014-15, and majority of students returning to class. In the 2015-16 school year, the City and partners enhanced the service now funded by The Children's Trust to provide behavioral health services. Services are highly utilized by the students and families, and results are positive.

Item Summary/Recommendation:

Due to the success of Nurse Initiatives in School Years 2013-2014 and 2014-2015 and the Enhanced Nurse Initiative in School Year 2015-2016, which were established at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad K-8 Center, Commissioner Steinberg made a motion at the April 13, 2016 (Item R9AA) Commission meeting, which was supported unanimously, to continue and expand behavioral health services for public schools within the City by providing for a licensed clinical social worker one day a week at Miami Beach Senior High School, Nautilus Middle School, Feinberg-Fisher Elementary School, Biscayne Elementary School, and South Pointe Elementary School for the 2016-2017 School Year. The Miami Beach Chamber Education Foundation Inc. will enter into an agreement with The Children's Trust, through its contractor Borinquen Health Center, to provide the following in-kind services, valued at $22,000, and in-kind funding valued at $13,400, at the Participating Schools: Promote a wellness approach within each Participating School by training various school staff members; Conduct school-wide behavioral screenings that will lead to early identification of at-risk students; Implement protocols that ensure behavioral screenings are administered briefly, efficiently, and respectfully; Support identified students and their families by linking them to appropriate clinical intervention and supportive services; Collaborate with various clinical teams at the Participating Schools and in the community; and Deliver culturally competent services and support systems. The annual cost to support this initiative is $67,000; the in-kind contribution of $13,400 to cover the months of August and September 2016 brings the City's recommended contribution to $53,600 for the 2016-17 school years to be discussed during the City's FY 2016/17 annual budget development process.

Advisory Board Recommendation:

Financial Information:

Source of Funds: OBPI		Amount	Account
	1	$53,600	011-9322-000367 (Subject to appropriation in the FY 2016/17 operating budget)
	Total	$53,600	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Dr. Leslie Rosenfeld

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	KGB	JLM

MIAMIBEACH

AGENDA ITEM C7G
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

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 THE MEMORANDUM OF UNDERSTANDING (MOU) ATTACHED TO THIS RESOLUTION, BETWEEN THE CITY OF MIAMI BEACH AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION INC., FOR THE IMPLEMENTATION OF A MIAMI BEACH NURSE ENHANCEMENT INITIATIVE FOR BEHAVIORAL HEALTH SERVICES (THE "INITIATIVE") FOR MIAMI BEACH SENIOR HIGH SCHOOL, NAUTILUS MIDDLE SCHOOL, FEINBERG-FISHER K-8 CENTER, BISCAYNE ELEMENTARY SCHOOL, AND SOUTH POINTE ELEMENTARY SCHOOL; SAID MOU PROVIDING FOR INITIATIVE SERVICES FOR THE 2016-2017 SCHOOL YEAR, WITH POSSIBLE RENEWAL OPTIONS, UPON MUTUAL AGREEMENT OF THE PARTIES, FOR THE 2017-2018 AND 2018-2019 SCHOOL YEARS, WITH THE CITY'S CONTRIBUTION BEING SUBJECT TO CONSIDERATION IN THE BUDGET DEVELOPMENT PROCESS FOR EACH RESPECTIVE FISCAL YEAR; AND FURTHER AUTHORIZING THE CONSIDERATION OF $53,600 IN FUNDING FROM THE CITY'S 2016-2017 FISCAL YEAR ANNUAL BUDGET FOR THE CITY'S CONTRIBUTION TO THE INITIATIVE FOR THE 2016-2017 SCHOOL YEAR.**

ADMINISTRATION RECOMMENDATION

Approve the Resolution.

BACKGROUND

The Education Compact with Miami-Dade County Public Schools (M-DCPS), established on January 16, 2008, includes the outcome to increase the health and well-being of students in Miami Beach public schools. The activities included in the Compact agreement to support this outcome include the following:

- The school District will maintain health clinics (nurse practitioners and/or registered nurses) at Fienberg-Fisher, Biscayne, Nautilus, and Miami Beach Senior High, 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 after-school 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; and,
- District will explore the expansion of full-time nurse practitioners and/or registered nurses at schools without health clinics, subject to available funding.

In the 2013-14 School Year, a municipal Nurse Initiative was implemented pursuant to a Memorandum of Understanding between the Participating Municipalities to provide a HCIOS team of professionals including a shared Registered Nurse, a full-time Medical Assistant, and a social worker, which is already funded by Miami-Dade County Public Schools for the 2013-14 School Year and the 2014-15 School Year.

The benefits of HCIOS health teams include: a coordinated level of school-based healthcare, expanded health screenings, and assessments with access to follow-up care, mental and behavioral health services to identify and solve student health and educational issues, nutrition and health counseling, heath services for uninsured students with no other option for access to health care, emergency first aid/CPR, and chronic disease management.

By approval of Resolution 2015-42 on February 9, 2015, The Children's Trust Board of Directors approved the release of RFP 2015-17: School Health Programs to fund improved access to quality health care through providers delivering comprehensive services in the public schools to 145 pre-selected schools for School Years 2015-16, 2016-17, and 2017-18; the programs which are the subject of the RFP include all three (3) Miami Beach schools in the City's original Nurse Initiative.

Due to the success of Nurse Initiatives in School Years 2013-2014 and 2014-2015 and the Enhanced Nurse Initiative in School Year 2015-2016, which were established at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad K-8 Center, Commissioner Steinberg made a motion at the April 13, 2016 (Item R9AA) Commission meeting, which was supported unanimously, to continue and expand behavioral health services for public schools within the City by providing for a licensed clinical social worker one day a week at Miami Beach Senior High School, Nautilus Middle School, Feinberg-Fisher K-8 Center, Biscayne Elementary School, and South Pointe Elementary School (the "Participating Schools") for the 2016-2017 School Year.

The Miami Beach Chamber Education Foundation Inc. will enter into an agreement with The Children's Trust, through its contractor Borinquen Health Care Center, to provide the following in-kind services, valued at $22,000, and in-kind funding valued at $13,400, at the Participating Schools:

a. Promote a wellness approach within each Participating School by training various school staff members;

b. Conduct school-wide behavioral screenings that will lead to early identification of at-risk students;

c. Implement protocols that ensure behavioral screenings are administered briefly, efficiently, and respectfully;

d. Support identified students and their families by linking them to appropriate clinical intervention and supportive services;

e. Collaborate with various clinical teams at the Participating Schools and in the community; and

f. Deliver culturally competent services and support systems.

g. In-kind funding, valued at $13,400, for a full-time licensed clinical social worker in the Participating Schools for the months of August and September, 2016.

The annual cost to support this initiative is $67,000; the in-kind contribution of $13,400 to cover the months of August and September 2016 brings the City's recommended contribution to $53,600 for the 2016-17 school year to be discussed during the City's FY 2016/17 annual budget development process. It is anticipated that the Memorandum of Understanding will be entered into between the City of Miami Beach and the Miami Beach Chamber of Commerce Education Foundation, to support the Nurse Enhancement Initiative program for Behavioral Health Services for the 2016-2017 School Year.

CONCLUSION

The Administration recommends the approval of this Resolution. An agreement, acceptable to the City Attorney and the City Manager, should be entered into between the City of Miami Beach and the Miami Beach Chamber Education Foundation Inc., in order to provide behavioral health services to students at Miami Beach Senior High School, Nautilus Middle School, Feinberg-Fisher K-8 Center, Biscayne Elementary School, and South Pointe Elementary School.

KGB/LDR

F:\OBPI\$ORG DEV & PERF IMP\Organizational Development\Organizational Development\Committee Quality Education\Compact\RESOlutions\Nurse Initiative\2016-17

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 THE MEMORANDUM OF UNDERSTANDING (MOU) ATTACHED TO THIS RESOLUTION, BETWEEN THE CITY OF MIAMI BEACH AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION INC., FOR THE IMPLEMENTATION OF A MIAMI BEACH NURSE ENHANCEMENT INITIATIVE FOR BEHAVIORAL HEALTH SERVICES (THE "INITIATIVE") FOR MIAMI BEACH SENIOR HIGH SCHOOL, NAUTILUS MIDDLE SCHOOL, FEINBERG-FISHER K-8 CENTER, BISCAYNE ELEMENTARY SCHOOL, AND SOUTH POINTE ELEMENTARY SCHOOL; SAID MOU PROVIDING FOR INITIATIVE SERVICES FOR THE 2016-2017 SCHOOL YEAR, WITH POSSIBLE RENEWAL OPTIONS, UPON MUTUAL AGREEMENT OF THE PARTIES, FOR THE 2017-2018 AND 2018-2019 SCHOOL YEARS, WITH THE CITY'S CONTRIBUTION BEING SUBJECT TO CONSIDERATION IN THE BUDGET DEVELOPMENT PROCESS FOR EACH RESPECTIVE FISCAL YEAR; AND FURTHER AUTHORIZING THE CONSIDERATION OF $53,600 IN FUNDING FROM THE CITY'S 2016-2017 FISCAL YEAR ANNUAL BUDGET FOR THE CITY'S CONTRIBUTION TO THE INITIATIVE FOR THE 2016-2017 SCHOOL YEAR.

WHEREAS, in January 2008, the City of Miami Beach ("City") entered into an Education Compact with Miami-Dade County Public Schools to enhance learning opportunities for youth; and

WHEREAS, the Education Compact reflects the desire of the Miami Beach community to support excellence in the City's public schools and enhance the health and well-being of our City's youth; and

WHEREAS, the City Commission has determined that a program to provide healthcare services to students attending underserviced public schools is in the best interests of the health and public welfare of the City of Miami Beach; and

WHEREAS, due to the success of Nurse Initiatives in School Years 2013-2014 and 2014-2015, and the Enhanced Nurse Initiative in School Year 2015-2016, which were established at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad K-8 Center, Commissioner Steinberg made a motion at the April 13, 2016 Commission meeting (Item R9AA), which passed unanimously, to continue and expand behavioral health services for public schools within the City by providing for a licensed clinical social worker one day a week at Miami Beach Senior High School, Nautilus Middle School, Feinberg-Fisher K-8 Center, Biscayne Elementary School, and South Pointe Elementary School (the "Participating Schools") for the 2016-2017 School Year; and

WHEREAS, a Miami Beach Nurse Enhancement Initiative for Behavioral Health Services ("Initiative") should be established at the Participating Schools for School Year 2016-

2017 as provided in the attached Memorandum of Understanding ("MOU"), and pursuant to a separate agreement to be entered into between the Miami Beach Chamber Education Foundation, Inc. (MBCEF) and The Children's Trust (TCT) to provide for the staffing and the payment of certain costs associated with Initiative; and

WHEREAS, MBCEF shall enter into an agreement with TCT whereby TCT, through its contractor Borinquen Health Care Center ("Borinquen"), shall provide the following in-kind services, valued at $22,000, and whereby TCT shall provide the following in-kind funding valued at $13,400, at the Participating Schools:

a. Promote a wellness approach within each Participating School by training various school staff members;

b. Conduct school-wide behavioral screenings that will lead to early identification of at-risk students;

c. Implement protocols that ensure behavioral screenings are administered briefly, efficiently, and respectfully;

d. Support identified students and their families by linking them to appropriate clinical intervention and supportive services;

e. Collaborate with various clinical teams at the Participating Schools and in the community;

f. Deliver culturally competent services and support systems; and

g. In-kind funding, valued at $13,400, for a full-time licensed clinical social worker in the Participating Schools for the months of August and September, 2016; and,

WHEREAS, TCT will provide monthly reports documenting the percent of students returning to class after all visits relative to the services provided by the licensed clinical social worker at the Participating Schools; and

WHEREAS, the City's contribution of funding for the Initiative to MBCEF in the amount of $53,600 for Initiative services from October 1, 2016 to July 31, 2017 is subject to budget approval by the City, which funds MBCEF will hold in escrow pending the execution of its agreement with TCT; and

WHEREAS, the MOU may be extended for up to two additional School Years in 2017-2018 and 2018-2019, subject to funding approval by all parties.

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 the attached Memorandum of Understanding between the City of Miami Beach and the Miami Beach Chamber Education Foundation, Inc., to implement a Miami Beach Nurse Enhancement Initiative for Behavioral Health Services for School Year 2016-2017 for Miami Beach Senior High School, Nautilus Middle School, Fienberg-Fisher K-8 Center, Biscayne Elementary School, and South Pointe Elementary School, with possible renewal options upon mutual agreement of the Parties for the 2017-18 and 2018-19 School Years, with the City's contribution being subject to consideration in the Budget development process for each respective fiscal year, and further authorizing the consideration of $53,600 in funding from the City's 2016-17 Fiscal Year Annual Budget for the City's contribution to the Initiative for the 2016-2017 School Year.

PASSED AND ADOPTED this ____ day of July, 2016.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MIAMI BEACH AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC., TO IMPLEMENT A MIAMI BEACH NURSE ENHANCEMENT INITIATIVE FOR BEHAVIORAL HEALTH SERVICES FOR SCHOOL YEAR 2016-2017

This is a Memorandum of Understanding ("**MOU**") made and entered into this ____ day of _____, 2016, by and between the **City of Miami Beach ("CITY")** and the **Miami Beach Chamber Education Foundation, Inc. ("MBCEF")** (collectively, the "Parties") to provide for funding and for the implementation of a Miami Beach Nurse Enhancement Initiative for Behavioral Health Services as provided herein, and as to be provided in an agreement between **MBCEF** and **The Children's Trust ("TCT")**.

WITNESSETH

WHEREAS, the Parties have determined that a program to provide healthcare services to students attending underserviced public schools is in the best interest of the health and public welfare of the City of Miami Beach; and

WHEREAS, due to the success of Nurse Initiatives in School Years 2013-2014 and 2014-2015 and the Enhanced Nurse Initiative in School Year 2015-2016, which were established at North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad K-8 Center, the City wishes to continue and expand behavioral health services for public schools within the City by providing for a licensed clinical social worker one day a week at Miami Beach Senior High School, Nautilus Middle School, Feinberg-Fisher K-8 Center, Biscayne Elementary School, and South Pointe Elementary School (the "**Participating Schools**") for the 2016-2017 School Year; and

WHEREAS, a Miami Beach Nurse Enhancement Initiative for Behavioral Health Services ("Initiative") should be established at the **Participating Schools** for School Year 2016-2017, as herein provided, and pursuant to a separate agreement to be entered into between **MBCEF** and **TCT** to provide for the staffing and the payment of certain costs associated with Initiative.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree to provide behavioral health services for the **Participating Schools** during the 2016-2017 School Year as follows:

1. **MBCEF** shall enter into an agreement with **TCT** whereby **TCT**, through its contractor Borinquen, shall provide the following in-kind services, set forth in subsections a-f and valued at $22,000, and whereby **TCT** shall provide the

following in-kind funding, set forth in subsection g and valued at $13,400, at the **Participating Schools** during the 2016-2017 School Year:

a. Promote a wellness approach within each **Participating School** by training various school staff members;

b. Conduct school-wide behavioral screenings that will lead to early identification of at-risk students;

c. Implement protocols that ensure behavioral screenings are administered briefly, efficiently, and respectfully;

d. Support identified students and their families by linking them to appropriate clinical intervention and supportive services;

e. Collaborate with various clinical teams at the **Participating Schools** and in the community; and

f. Deliver culturally competent services and support systems.

g. In-kind funding, valued at $13,400, for a full-time licensed clinical social worker in the **Participating Schools** for the months of August and September, 2016.

2. **MBCEF** shall provide certain schedules and reports as follows:

   Monthly reports, due on the 15th day of the following month, and an annual report due on July 1, 2017, shall be provided to the **CITY** and the **Participating Schools** documenting the percentage of students returning to class after all visits relative to the services provided by the licensed clinical social worker at the **Participating Schools**.

3. On or before October 31, 2016, the **CITY** shall provide funds to **MBCEF** in the amount of $53,600 for the City's share of Initiative services from October 1, 2016 to July 31, 2017 ("**CITY'S** Contribution"), subject to the following conditions:

   a) a favorable recommendation of the Initiative is made by the **CITY's** Finance and Citywide Projects Committee in July, 2016; and

   b) the **CITY** approves a budget during the **CITY'S** budget hearings in September, 2016 that provides funding for the **CITY'S** Contribution.

MBCEF shall hold the **CITY'S** Contribution in escrow pending the execution of **MBCEF's** agreement with **TCT** referenced in paragraph 1.

4. **MBCEF** shall serve as the fiscal agent to collect the **CITY's** Contribution to be paid as provided in paragraph 3 above, and **MBCEF** shall disperse the **CITY's** Contribution to **TCT** only after **MDCEF** and **TCT** have executed the agreement referenced in paragraph 1 and after receipt of invoices from **TCT**.

5. **MBCEF** shall indemnify and hold harmless the **CITY** and its respective 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 **MOU** by **MBCEF** or its employees, agents, servants, partners, principals, or subcontractors. **MBCEF** 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.

6. In the event that any of the provisions in this **MOU** are not performed, or if the Initiative is terminated after the **CITY's** Contribution has been dispersed to **MBCEF** as provided in paragraph 3, then **MBCEF** shall promptly reimburse to the **CITY** any and all unused funds.

7. The term of this **MOU** ("Term") shall commence upon execution of this **MOU** by all parties hereto, and shall have an initial term of October 1, 2016 to July 31, 2017, with two (2) renewal options from October 1, 2017 to July 31, 2018 and from October 1, 2018 to July 31, 2019, respectively, to be exercised at the City Manager's sole option and discretion, by providing **MBCEF** with written notice of same no less than thirty (30) days prior to the expiration of the initial term and at the expiration of the first renewal term, if exercised. Notwithstanding the Term provided herein, **MBCEF** shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the services, as set forth in paragraphs 1, 2, and 4.

8. Upon reasonable verbal and written notice to **MBCEF**, and at any time during normal business hours (i.e., 9:00 a.m. – 5:00 p.m., Monday through Friday, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgement 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 documents and/or records relating to all matters covered by this **MOU**. **MBCEF** shall maintain any and all such records at its place of business at the address set forth in paragraph 10 of this **MOU**.

9. This **MOU** shall be construed in accordance with the laws of the State of Florida. This **MOU** 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 this **MOU** shall lie in Miami-Dade County, Florida. By entering into this **MOU**, **MBCEF** 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 **MOU**.

10. All notices and communications in writing, required or permitted hereunder, shall be delivered personally to the representatives of the **MBCEF** 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 notices and communications shall be addressed as follows:

TO **MBCEF**: Jerry Libbin, President and CEO
Miami Beach Chamber Education Foundation, Inc.
1920 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

TO **CITY**: Jimmy Morales, City Manager
City of Miami Beach
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139

With copy to:
Dr. Leslie Rosenfeld, Chief Learning Officer
City of Miami Beach
1700 Convention Center Drive, 3rd Floor
Miami Beach, Florida 33139

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 instructions are 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 service.

IN WITNESS THEREOF, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH, a Municipal Corporation of the State of Florida

By: _____
Rafael E. Granado, City Clerk

By: _____
Philip Levine, Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney _____ Date 6-22-16

ATTEST:

MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC.

By: _____

By: _____

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: **July 13, 2016**

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA URGING MIAMI-DADE COUNTY TO EXPEDITIOUSLY AND TIMELY COMPLY WITH THE STORMWATER AND SEWER INFRASTRUCTURE REPAIR PROJECTS MANDATED IN THE COUNTY'S CONSENT DECREE WITH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE STATE OF FLORIDA.**

Pursuant to the request of Commissioner Kristen Rosen Gonzalez, the above-referenced Resolution was drafted for consideration by the Mayor and City Commission.

F:\ATTO\TURN\COMMMEMO\MD Stormwater and Sewer Infrastructure.docx

Agenda Item C7H
Date 7-13-16

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA URGING MIAMI-DADE COUNTY TO EXPEDITIOUSLY AND TIMELY COMPLY WITH THE STORMWATER AND SEWER INFRASTRUCTURE REPAIR PROJECTS MANDATED IN THE COUNTY'S CONSENT DECREE WITH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE STATE OF FLORIDA.

WHEREAS, in 2013, Miami-Dade County ("County") entered into a Consent Decree with the United States Environmental Protection Agency ("EPA") and the State of Florida to settle claims relating to violations of federal and state water pollution control laws; and

WHEREAS, the Consent Decree resolved claims of unpermitted discharges of sewage, National Pollutant Discharge Elimination System ("NPDES") effluent violations, and imminent and substantial endangerment claims due to sewer spills and the threat of a sewer line under Biscayne Bay breaking; and

WHEREAS, the Consent Decree requires the substantial repair of the County's three wastewater treatment plants and its sewer system at an estimated cost of $1.6 billion over approximately fifteen (15) years; and

WHEREAS, according to a May 2016 update prepared by the Miami-Dade Water and Sewer Department regarding its Consent Decree schedule, "there is general concern that county systems may not be able to process the volume of construction bid packages in order to maintain the program schedule"; and

WHEREAS, specifically, various projects involving the South and Central Districts' wastewater treatment plants, and certain wastewater collection and transmission facilities and sewer pump station systems, will require expedited permitting and/or expedited procurement processes to maintain their completion within the Consent Decree compliance dates; and

WHEREAS, Miami-Dade County is uniquely vulnerable to the negative effects of rising seas on its overburdened water and sewer infrastructure and in order to avoid potentially catastrophic impacts to South Florida, it is in the best interest of the health, safety, and welfare of the citizens and businesses in the City of Miami Beach, as well as in Miami-Dade County, for the mandated upgrades and repairs of the water and sewer systems of the County to proceed in an expeditious and timely manner.

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 hereby respectfully urge Miami-Dade County to expeditiously and timely comply with the stormwater and sewer infrastructure repair

projects mandated in the County's Consent Decree with the U.S. Environmental Protection Agency and the State of Florida.

PASSED AND ADOPTED this ____ day of _____, 2016.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DT 7/6/16 Date

F:\ATTO\TURN\RESOS\MD Stormwater and Sewer Infrastructure.docx

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Condensed Title:

A Resolution Authorizing The City Of Miami Beach To Accept An Award Of A Variable Message Sign From The Florida Department of Transportation, Based Upon The Police Department's Participation In The 'Click It or Ticket' Challenge.

Key Intended Outcome Supported:

N/A

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

Item Summary/Recommendation:

The Florida Law Enforcement Liaison Program (LELP) is a grant funded program which is sponsored by the Florida Department of Transportation (FDOT) and the National Highway Traffic Safety Administration (NHTSA). The goal of the LELP is to reduce traffic related fatalities and injuries by working with law enforcement agencies across the State to boost safety belt usage, reduce drunk driving and encourage traffic safety initiatives. The 'Click It or Ticket' challenge is one of the initiatives that the Miami Beach Police Department (MBPD) participates in.

The LELP conducted a raffle for those agencies that participated in the Click It Or Ticket challenge, with the intention of awarding the randomly selected agency a Variable Message Sign (VMS). The MBPD was randomly selected as the recipient of the VMS. The VMS will become the exclusive property of the City of Miami Beach and the title will be vested unconditionally to the City.

The VMS will assist the MBPD's efforts to make the City of Miami Beach a safer place to live, work and visit.

It is recommended that the award be accepted.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:		Amount	Account
N/A	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary: NA

City Clerk's Office Legislative Tracking:

Chief of Staff Wendy Rich-Goldschmidt ext. 3054

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Chief Daniel J. Oates		

T:\agenda\2016\JULY\POLICEDEPARTMENT\Com_item_sum-Messageboard

MIAMIBEACH

AGENDA ITEM C7I

DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY OF MIAMI BEACH TO ACCEPT AN AWARD OF A VARIABLE MESSAGE SIGN, WITH AN APPROXIMATE VALUE OF $7,500, FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, BASED UPON THE POLICE DEPARTMENT'S PARTICIPATION IN THE FLORIDA LAW ENFORCEMENT LIAISON PROGRAM'S 'CLICK IT OR TICKET' CHALLENGE.**

ADMINISTRATION RECOMMENDATION

Accept the award.

HISTORY/BACKGROUND

The Florida Law Enforcement Liaison Program (LELP) is a grant funded program which is sponsored by the Florida Department of Transportation (FDOT) and the National Highway Traffic Safety Administration (NHTSA). The goal of the LELP is to reduce traffic related fatalities and injuries by working with law enforcement agencies across the State to boost safety belt usage, reduce drunk driving and encourage traffic safety initiatives. The 'Click It or Ticket' challenge is one of the initiatives that the Miami Beach Police Department (MBPD) participates in.

The LELP conducted a raffle for those agencies that participated in the Click It Or Ticket challenge, with the intention of awarding the randomly selected agency a Variable Message Sign (VMS). The MBPD was randomly selected as the recipient of the VMS. The VMS will become the exclusive property of the City of Miami Beach and the title will be vested unconditionally to the City.

The VMS will assist the MBPD's efforts to make the City of Miami Beach a safer place to live, work and visit.

FISCAL IMPACT:

There are no costs associated with accepting the award.

JLM/DJO/DW
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY OF MIAMI BEACH TO ACCEPT AN AWARD OF A VARIABLE MESSAGE SIGN, WITH AN APPROXIMATE VALUE OF $7,500, FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, BASED UPON THE POLICE DEPARTMENT'S PARTICIPATION IN THE FLORIDA LAW ENFORCEMENT LIAISON PROGRAM'S 'CLICK IT OR TICKET' CHALLENGE.

WHEREAS, the Florida Law Enforcement Liaison Program (LELP) is a grant funded program, which is sponsored by the Florida Department of Transportation (FDOT) and the National Highway Safety Administration (NHTSA); and

WHEREAS, LELP seeks to reduce traffic related fatalities and injuries by collaborating with law enforcement agencies to boost safety belt usage, reduce drunk driving and encourage traffic safety initiatives; and

WHEREAS, the Police Department was randomly selected for its participation in the 'Click It Or Ticket' challenge, which resulted in the award of a Variable Message Sign with an approximate value of $7,500; and

WHEREAS, the Variable Message Sign will become the exclusive property of the City, and the title shall be vested unconditionally to 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 Authorize The City Of Miami Beach To Accept An Award Of A Variable Message Sign, With An Approximate Value Of $7,500, From The Florida Department of Transportation, Based Upon The Police Department's Participation In The Florida Law Enforcement Liaison Program's 'Click It Or Ticket' Challenge.

PASSED and ADOPTED this 13th day of July, 2016.

_____
MAYOR PHILIP LEVINE

ATTEST BY:

_____
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney — Date

MAF

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Condensed Title:

A Resolution authorizing the City of Miami Beach to accept an award of traffic safety equipment from the Florida Department of Transportation, total value $7,957.

Key Intended Outcome Supported:

N/A

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

Item Summary/Recommendation:

The Florida Law Enforcement Liaison Program (LELP) is a grant funded program which is sponsored by the Florida Department of Transportation (FDOT) and the National Highway Traffic Safety Administration (NHTSA). The goal of the LELP is to reduce traffic related fatalities and injuries by working with law enforcement agencies across the State to boost safety belt usage, reduce drunk driving and encourage traffic safety initiatives. As part of the Program, the FDOT awards points for traffic operation statistics, these points being awarded to enable participating agencies to acquire traffic safety equipment, at a pre-arranged points value, from the FDOT.

The Miami Beach Police Department (MBPD) actively participates in multiple traffic safety initiatives, and significantly contributes to the Florida-wide enforcement statistics for traffic operations. As a result, the MBPD has acquired sufficient points to obtain four (4) ProLaser 4 speed detection devices and ten (10) rechargeable nightsticks, with a total value of $7,957. The property will be the exclusive property of the City of Miami Beach and will contribute to making the City a safer place to live, work and visit.

It is recommended that the award be accepted.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:		Amount	Account
N/A	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary: NA

City Clerk's Office Legislative Tracking:

Chief of Staff Wendy Rich-Goldschmidt ext. 3054

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Chief Daniel J. Oates		

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MIAMIBEACH

AGENDA ITEM C7J

DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY OF MIAMI BEACH TO ACCEPT AN AWARD OF FOUR (4) PROLASER 4 SPEED DETECTION DEVICES AND TEN (10) RECHARGEABLE NIGHTSTICKS, TOTAL VALUE $7,957, FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, BASED UPON THE POLICE DEPARTMENT'S PARTICIPATION AND PERFORMANCE IN VARIOUS TRAFFIC SAFETY INITIATIVES.**

ADMINISTRATION RECOMMENDATION

Accept the award.

HISTORY/BACKGROUND

The Florida Law Enforcement Liaison Program (LELP) is a grant funded program which is sponsored by the Florida Department of Transportation (FDOT) and the National Highway Traffic Safety Administration (NHTSA). The goal of the LELP is to reduce traffic related fatalities and injuries by working with law enforcement agencies across the State to boost safety belt usage, reduce drunk driving and encourage traffic safety initiatives. As part of the Program the FDOT awards points for traffic operation statistics, these points being awarded to enable participating agencies to acquire traffic safety equipment, at a pre-arranged points value, from the FDOT.

The Miami Beach Police Department (MBPD) actively participates in multiple traffic safety initiatives, and significantly contributes to the Florida-wide enforcement statistics for traffic operations. As a result, the MBPD has acquired sufficient points to obtain four (4) ProLaser 4 speed detection devices and ten (10) rechargeable nightsticks, with a total value of $7,957. The property will be the exclusive property of the City of Miami Beach and will contribute to making the City a safer place to live, work and visit.

FISCAL IMPACT:

There are no costs associated with accepting the award.

JLM/DJO/DW
T:\agenda\2016\JULY\POLICEDEPARTMENT\Com_memo_Trafficopsequipment

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY OF MIAMI BEACH TO ACCEPT AN AWARD OF FOUR (4) PROLASER 4 SPEED DETECTION DEVICES AND TEN (10) RECHARGEABLE NIGHTSTICKS, WITH A TOTAL VALUE OF $7,957, FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, BASED UPON THE POLICE DEPARTMENT'S PARTICIPATION AND PERFORMANCE IN VARIOUS TRAFFIC SAFETY INITIATIVES.

WHEREAS, the Florida Law Enforcement Liaison Program (LELP) is a grant funded program, which is sponsored by the Florida Department of Transportation (FDOT) and the National Highway Safety Administration (NHTSA); and

WHEREAS, LELP seeks to reduce traffic related fatalities and injuries by collaborating with law enforcement agencies to boost safety belt usage, reduce drunk driving and encourage traffic safety initiatives; and

WHEREAS, the Police Department actively and effectively participates in multiple traffic safety initiatives, and significantly contributes to the Florida-wide enforcement statistics for traffic operations; and

WHEREAS, the FDOT awards points for traffic operation statistics, these points being awarded to enable participating agencies to acquire traffic safety equipment at a pre-arranged points value from the FDOT; and

WHEREAS, the Police Department earned sufficient points to acquire four (4) ProLaser 4 speed detection devices and ten (10) rechargeable nightsticks, with a total value of $7,957; and

WHEREAS, the equipment will be the exclusive property of 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 Authorize The City Of Miami Beach To Accept An Award Of Four (4) Prolaser 4 Speed Detection Devices And Ten (10) Rechargeable Nightsticks, With A Total Value of $7,957, From The Florida Department Of Transportation, Based Upon The Police Department's Participation And Performance In Various Traffic Safety Initiatives.

PASSED and ADOPTED this 13th day of July, 2016.

MAYOR PHILIP LEVINE

ATTEST BY:

RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

6/29/16

City Attorney Date

MAF

Condensed Title:

A RESOLUTION TO EXPLORE THE OPTIONS IN RELATION TO MAKING IMPROVEMENTS AND ENHANCEMENTS TO THE POLICE NORTH BEACH SUB STATION. .

Key Intended Outcome Supported:

Maintain crime rates at or below national trends.

Supporting Data (Surveys, Environmental Scan, etc.): Safety was ranked No. 1 by residents as one of the changes that will make Miami Beach a better place; safety across the City was one of the most important areas affecting the quality of life; and 78% of residents rated quality of services provided by City Police as excellent or good.

Issue:

N/A

Item Summary/Recommendation:

At the June 10, 2016 Neighborhood/Community Affairs Committee (NCAC) meeting, the NCAC discussed the current condition of the Police North Beach Sub Station, also known as the North End Sub Station (NESS). The discussion incorporated suggestions concerning improving the facility and also expanding it to accommodate other departments e.g. Code Compliance.

Following the discussion, the NCAC passed a motion for the matter to be referred to the full Commission for approval for the options to be explored.

It is recommended that the Commission supports exploring the options for improving and enhancing the NESS.

Advisory Board Recommendation:

To consider enhancing the police presence on the beachwalk between 23rd Street and South Pointe.

Financial Information:

Source of Funds:		Amount	Account
N/A	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Chief Daniel J. Oates DJO		

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MIAMIBEACH

AGENDA ITEM C7K
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS JUNE 10, 2016 MEETING, TO EXPLORE THE OPTIONS IN RELATION TO MAKING IMPROVEMENTS AND ENHANCEMENTS TO THE POLICE NORTH BEACH SUB STATION, ALSO KNOWN AS THE NORTH END SUB STATION (NESS).**

BACKGROUND

At the June 10, 2016 Neighborhood/Community Affairs Committee (NCAC) meeting, the NCAC discussed the current condition of the Police North Beach Sub Station, also known as the North End Sub Station (NESS). The discussion incorporated suggestions concerning improving the facility and also expanding it to accommodate other departments e.g. Code Compliance.

Following the discussion, the NCAC passed a motion for the matter to be referred to the full Commission for approval for the options to be explored.

FISCAL IMPACT

The fiscal impact will depend on the options explored and accepted, and cannot therefore be included at this time.

CONCLUSION

The NESS is ideally located to accommodate other departments but it is also in need of improvements and enhancements. Commission approval to explore the options will provide an opportunity to get the best return on tax dollars paid.

JLM/DJO/DW

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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 NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS JUNE 10, 2016 MEETING, TO EXPLORE THE OPTIONS IN RELATION TO MAKING IMPROVEMENTS AND ENHANCEMENTS TO THE POLICE NORTH BEACH SUB STATION, ALSO KNOWN AS THE NORTH END SUB STATION (NESS).

WHEREAS, at the June 10, 2016 Neighborhood/Community Affairs Committee (NCAC) meeting, the NCAC discussed the current condition of the Police North Beach Sub Station, also known as the North End Sub Station or 'NESS'; and

WHEREAS, the discussion incorporated suggestions concerning improving the facility, and also expanding it to accommodate other departments such as Code Compliance; and

WHEREAS, the NESS is ideally located to accommodate other departments, and therefore to provide an opportunity to increase public access to relevant City departments; and

WHEREAS, the NCAC highlighted a number of options for improvement and enhancement of the facility, all of which need to be explored in detail to identify relevant costs and the most appropriate solution.

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 Neighborhood/Community Affairs Committee At Its June 10, 2016 Meeting, To Explore The Options In Relation To Making Improvements And Enhancements To The Police North Beach Sub Station, Also Known As The North End Sub Station (Ness).

PASSED AND ADOPTED this 13th day of July, 2016.

_____
MAYOR PHILIP LEVINE

ATTEST:

_____
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[redacted] 6/29/16
City Attorney Date
MAF

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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 REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-107-WG FOR HOSTED AUTOMATIC CALL DISTRIBUTION SERVICES; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO NEGOTIATIONS WITH BOTH AT&T CORP., AND UNIFY, INC. AND SELECT THE FIRM DEEMED TO BE IN THE BEST INTEREST OF THE CITY, WAIVING, BY A 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT.

Key Intended Outcome Supported:

Streamline The Delivery Of Services Through All Departments

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

Item Summary/Recommendation:

On April 13, 2016, the City Commission approved the month-to-month extension with Inktel Contract Solutions, LLC (Inktel), for call center services until such time as the Finance and Emergency Management Departments are prepared to bring the contracted services in-house; and further authorized the issuance of RFQ 2016-107-WG to seek statements of qualifications from firms to provide hosted automatic call distribution services for the City of Miami Beach.

The RFQ was released on April 21, 2016, with a proposal due date of June 3, 2016. Two (2) addenda were issued. The Procurement Department issued bid notices to 598 firms utilizing ww.publicpurchase.com. Fifty nine (59) prospective bidders accessed the advertised solicitation. The RFQ sought statements of qualification from firms to provide hosted automatic call distribution services for the City of Miami Beach.

The RFQ resulted in the receipt of two (2) proposals from AT & T Corp. and Unify, Inc.

AT & T Corp. was deemed non-responsive for failure to meet the requirements of the RFQ, including submission of verifiable information documenting compliance with the minimum qualification requirements. The proposer failed to provide three (3) references for which hosted automatic call distribution services have been provided within the last five (5) years.

The proposal from Unify, Inc., was initially deemed to be responsive and, therefore, was submitted to the Evaluation Committee for review and scoring. The Evaluation Committee scored the proposal submitted by Unify low because the proposal did not include a third-party hosted system as requested by the RFQ.

RECOMMENDATION

After reviewing the proposals received and the results of the evaluation process, as well as the importance of the timely implementation of the required services to assist the City in bringing in house the call center services currently outsourced to a contractor, the City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the Resolution to: reject all proposals received, pursuant to Request for Qualifications (RFQ) No. 2016-107-WG, for Hosted Automatic Call Distribution Services; and authorizing the Administration to enter into negotiations with both AT&T Corp., and Unify, Inc. and select the firm deemed, by the City Manager, to be in the best interest of the City, waiving, by a 5/7ths vote, the competitive bidding requirements, finding such waiver to be in the best interest of the City; and further authorizing the Mayor and City Clerk to execute an agreement.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD AW	MT	JLM

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MIAMIBEACH

AGENDA ITEM C7L

DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

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 REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-107-WG FOR HOSTED AUTOMATIC CALL DISTRIBUTION SERVICES; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO NEGOTIATIONS WITH BOTH AT&T CORP. AND UNIFY, INC. AND SELECT THE FIRM DEEMED TO BE IN THE BEST INTEREST OF THE CITY, WAIVING, BY A 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT.

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

FUNDING

The annual cost associated with the hosted automatic call distribution services is subject to the funds availability approved through the City's budgeting process.

BACKGROUND

On April 13, 2016, the City Commission approved the month-to-month extension with Inktel Contract Solutions, LLC (Inktel), for call center services until such time as the Finance and Emergency Management Departments are prepared to bring the contracted services in-house; and further authorized the issuance of RFQ 2016-107-WG to seek statements of qualifications from firms to provide hosted automatic call distribution services for the City of Miami Beach.

RFQ PROCESS

The RFQ was released on April 21, 2016, with a proposal due date of June 3, 2016. Two (2) addenda were issued. The Procurement Department issued bid notices to 598 firms utilizing ww.publicpurchase.com. Fifty nine (59) prospective bidders accessed the advertised solicitation. The RFQ sought statements of qualification from firms to provide hosted automatic call distribution services for the City of Miami Beach.

The RFQ resulted in the receipt of two (2) proposals from AT & T Corp. and Unify, Inc.

The proposal from AT & T Corp. was deemed non-responsive for failure to meet the requirements of the RFQ, including submission of verifiable information documenting compliance with the minimum qualification requirements. The proposer failed to provide three (3) references for which hosted automatic call distribution services have been provided within the last five (5) years.

The proposal from Unify, Inc., was initially deemed to be responsive and, therefore, was submitted to the Evaluation Committee for review and scoring. The results of the Evaluation Committee process are noted in the table below. The Evaluation Committee scored the proposal submitted by Unify low because the proposal did not include a third-party hosted system as requested by the RFQ.

	R Alba	B Hawayek	R McBride	H Villareal
Unify, Inc.	65	75	40	55

Scores are based on a possible 100 point maximum.

CITY MANAGER'S DUE DILIGENCE

After reviewing the proposals received and the results of the evaluation process, as well as the importance of the timely implementation of the required services to assist the City in bringing in house the call center services currently outsourced to a contractor, I recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the Resolution to: reject all proposals received, pursuant to Request for Qualifications (RFQ) No. 2016-107-WG, for Hosted Automatic Call Distribution Services; and authorizing the City Manager to enter into negotiations with both AT&T Corp., and Unify, Inc. and select the firm deemed, by the City Manager, to be in the best interest of the City, waiving, by a 5/7ths vote, the competitive bidding requirements, finding such waiver to be in the best interest of the City; and further authorizing the Mayor and City Clerk to execute an agreement.

The City, through the RFQ, attempted to seek competition for the automated hosted call center services, which will allow City staff to effectively manage the current volume received by the Call Center. Unfortunately, one proposal received was non-responsive to the RFQ and the other did not provide the requested services. Due to the importance of implementing the Call Center in a timely fashion, I do not believe it is prudent or effective to issue a new RFQ. For this reason, I recommend pursuing the option to negotiate with available service providers as quickly as possible. Because of the time sensitivity of this project, as well as the fact that there is no City Commission meeting in August, I am also recommending that, as quickly as negotiations with the firm deemed to be in the best interest of the City can be completed, the Mayor and City Clerk be authorized to execute the Agreement. Prior to execution, the final proposed agreement will be distributed to the Mayor and City Commission via a Letter to Commission (LTC) seeking your review and comments.

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 (RFQ) No. 2016-107-WG, for Hosted Automatic Call Distribution Services; and authorizing the Administration to enter into negotiations with both AT&T Corp., and Unify, Inc. and select the firm deemed, by the City Manager, to be in the best interest of the City, waiving, by a 5/7ths vote, the competitive bidding requirements, finding such waiver to be in the best interest of the City; and further authorizing the Mayor and City Clerk to execute an agreement with the successful firm.

JLM / MT / AW/ AD / WG

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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 THE INVITATION TO NEGOTIATE (ITN) NO. 2016-084-WG FOR ADMINISTRATION OF THE CITY'S ANCILLARY HEALTH BENEFITS FOR EMPLOYEES, RETIREES AND THEIR DEPENDENTS; AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE FOLLOWING PROPOSERS IN THE FOLLOWING CATEGORIES OF ANCILLARY SERVICES: CIGNA HEALTH AND LIFE INSURANCE CO., AS TOP-RANKED PROPOSER FOR GROUP DENTAL COVERAGE; UNUM LIFE INSURANCE COMPANY OF AMERICA, AS TOP-RANKED PROPOSER FOR FAMILY AND MEDICAL LEAVE ACT ADMNISTRATION, LONG-TERM DISABILITY COVERAGE FOR DEFINED CONTRIBUTION RETIREMENT PLAN (401A) PARTICIPANTS, VOLUNTARY SHORT-TERM AND LONG-TERM DISABILITY COVERAGE, AND GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT COVERAGE; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS WITH THE ADMINISTRATION.

Key Intended Outcome Supported:

Ensure Expenditure Trends Are Sustainable Over the Long Term

Item Summary/Recommendation:

The City provides its employees access to a voluntary benefit program. These benefits include group dental coverage, group life coverage (including supplemental life insurance fully-funded by employees), mandatory accidental death & dismemberment coverage ("AD&D"), short and long-term disability coverage, and a long-term disability plan for approximately 29 active employees enrolled in the Defined Contribution Retirement Plan ("401(a)"). With the exception of the short and long-term disability coverages, and supplemental life insurance coverage, which are fully-funded by employees, the City contributes to the group dental coverage, the basic life and AD&D coverage, and the 401(a) plan. Additionally, since January 1, 2010, the City has contracted out the administration of its Family Medical Leave Act ("FMLA") obligations to the disability program administrator (Unum). The City pays an administrative fee per employee per month ("PEPM") for these FMLA services.

The ITN No. 2016-084-WG was released on April 21, 2016. On June 1, 2016, the City received complete and responsive proposals from Aetna Life Insurance Company, Cigna, Inc., the Hartford Life and Accident Insurance Company, Humana, Inc., MetLife, Inc., Minnesota Life (a Securian Company), Reliance Standard Life Insurance Company, Solstice Benefits, Inc., The Standard Insurance Company, and Unum Life Insurance Company.
The objective of the ITN was to solicit standalone offers for the ancillary benefits, as well as management of the City's FMLA policy.

The Evaluation Committee ("Committee") was composed of City employees Frank Estevez, Salvatore Frosceno, Manuel Marquez, and Natasha Nicholson. The Committee convened on June 23, 2016, for Proposers presentations and to score on the qualitative portion of each Proposer. The quantitative scoring of the proposers' financial responses was completed by the Procurement Department.

The results of the Evaluation Committee process and the City Manager's recommendation are as follows: Cigna, for Group Dental coverage; and UNUM for FMLA Administration, Voluntary Short and Long Term Disability, Long Term Disability for Defined Contribution Retirement Plan (401a) Participants, and Group Life and Accidental Death & Dismemberment coverage. With the ranking results producing a tie for the top ranked proposers being Cigna and MetLife, financial and benefit information was considered in order to determine which proposer to approach first for negotiations. Cigna is selected as the proposer to enter into negotiations with based upon its proposal having the lowest premium rate for the DHMO plan, as well as a lowest rate for the administration of the DPPO plan.

Financial Information:

Source of Funds:		Amount	Account
	1	$72,000	565-1793-000303/304 ASO Fee DPPO Active/Retirees
	2	$1,201,000	565-1794-000432 DPPO Paid Claims
	3	$404,000	565-1796-000375 DHMO Premium
	4	$86,940	601—360-229331 FMLA Administration
	5	$9,000	011-9611-000375 Long-term Disability (401a) Participants
	Total	$1,772,940	

City Clerk's Office Legislative Tracking:

Sonia Bridges, Division Director, Risk & Benefits

Sign-Offs:

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

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MIAMIBEACH

AGENDA ITEM C7M
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: **July 13, 2016**

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 THE INVITATION TO NEGOTIATE (ITN) NO. 2016-084-WG FOR ADMINISTRATION OF THE CITY'S ANCILLARY HEALTH BENEFITS FOR EMPLOYEES, RETIREES AND THEIR DEPENDENTS; AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE FOLLOWING PROPOSERS IN THE FOLLOWING CATEGORIES OF ANCILLARY SERVICES: CIGNA HEALTH AND LIFE INSURANCE CO., AS TOP-RANKED PROPOSER FOR GROUP DENTAL COVERAGE; UNUM LIFE INSURANCE COMPANY OF AMERICA, AS TOP-RANKED PROPOSER FOR FAMILY AND MEDICAL LEAVE ACT ADMNISTRATION, LONG-TERM DISABILITY COVERAGE FOR DEFINED CONTRIBUTION RETIREMENT PLAN (401A) PARTICIPANTS, VOLUNTARY SHORT-TERM AND LONG-TERM DISABILITY COVERAGE, AND GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT COVERAGE; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS WITH THE ADMINISTRATION.

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

FUNDING

The City's portion of the annual cost associated with the ancillary health benefits to the City of Miami Beach active employees, dependents, retirees is subject to the allocation of funds in the City's Fiscal Year 2016/2017 operating budget.

BACKGROUND

The City provides its employees access to a voluntary benefit program. These benefits include group dental coverage, group life coverage (including supplemental life insurance fully-funded by employees), mandatory accidental death & dismemberment coverage ("AD&D"), short and long-term disability coverage, and a long-term disability plan for approximately 29 active employees enrolled in the Defined Contribution Retirement Plan ("401(a)"). With the exception of the short and long-term disability coverages, and supplemental life insurance coverage, which are fully-funded by employees, the City contributes to the group dental coverage, the basic life and AD&D coverage, and the 401(a) plan. Additionally, since January 1, 2010, the City has contracted out the administration of its Family Medical Leave Act ("FMLA") obligations to the disability program administrator (Unum). The City pays an administrative fee per employee per month ("PEPM") for these FMLA services.

Group Dental Insurance:

The City's Code of Ordinances, Chapter 78-107, provide for employee group health coverage, as well as group dental coverage, with the cost of such coverage shared between the employee and the City. The group dental coverage is offered to all active full-time employees (excluding members of the International

Association of Fire Fighters), and retirees. Both the City and employees/retirees contribute to the cost of this coverage, at different rates, based on the plan elected by the participant.

Under Resolution No. 2009-27137, the City has two group dental plans: one is a self-funded dental preferred provider plan ("DPPO") and the other is a fully-insured dental health maintenance organization ("DHMO") plan. This contract was extended on a month-to-month basis. MetLife is the provider of the fully-insured DHMO plan and is the third party administrator ("TPA") for the DPPO self-funded plan. As the TPA, MetLife administers and pays claims for the DPPO dental plan benefits, provides access to their DPPO provider network and the associated provider discounts, manages the fully-insured DHMO plan while providing access to their DHMO provider network, and makes available detailed claim reports and plan utilization reporting. In addition, the TPA guarantees compliance with state and federal mandates, including the Consolidated Omnibus Budget Reconciliation Act (COBRA) and Health Insurance Portability and Accountability Act (HIPAA).

Group Life (Supplemental Life) and Accidental Death & Dismemberment (AD&D):

The City's current group life insurance program is offered through Hartford Life and Accident Insurance Company, under Resolution No. 2009-27140, on an extended month-to-month basis. The group life plan includes Basic Life and AD&D insurance coverage provided to each full-time non-public safety employee equal to one (1) times their annual salary, and AD&D coverage to a maximum benefit of $20,000. The cost of Basic Life and AD&D insurance is shared between the City and the employee, each paying fifty percent (50%) of the Basic Life cost of coverage with the City paying the full cost for the additional AD&D coverage. In addition to the mandatory Basic Life and AD&D coverage, the City offers employees the ability to purchase supplemental life insurance for themselves, their spouses and dependent children.

FMLA Administration, Short and Long-Term Disability, and 401a Long Term Disability:

Currently, the City is operating on a month-to-month basis with Unum Life Insurance Company (Resolution No. 2009-27141) to manage its disability program and FMLA administration. In addition to the twelve (12) weeks of unpaid leave required by the U.S. Department of Labor pursuant to FMLA, the City offers enhanced benefits of an additional twelve (12) week leave period, if deemed medically necessary. The FMLA policy provides employees the opportunity for up to twelve (12) weeks of unpaid leave for their own care or the care of a covered family member due to a medical need. The leave can be taken all at once or intermittently. Unum's day-to-day management includes medical certification in compliance with FMLA rules, constant contact with the employee's attending physician to assure the employee returns to work as quickly as is reasonable and will provide periodic updates to the City's Human Resource Department as well as departmental contacts.

Employees who are not vested in the Miami Beach Employee's Retirement Plan ("MBERP") are not provided salary protection should they be unable to work due to a medical disability. For an employee to receive a disability benefit from the MBERP, the employee must be fully vested in the plan. In addition, the disability benefit provided by Social Security is not available to an individual who has not contributed to Social Security in the twenty-four (24) months prior to the date of their disability. As City employees do not contribute to Social Security, the City offers employees the opportunity to purchase voluntary short and long-term disability coverage which provides protection should they be unable to work for an extended period of time due to an illness or accidental injury not related to their employment. The premium for these plans is fully-funded by the employee with no contribution from the City.

There are approximately 29 employees that were hired prior to March 18, 2006 that are still covered by the City's Defined Contribution Retirement Plan 401(a). When the City changed the pension benefit (terminated the 401(a) plan) under the MBERP to include salary protection once fully vested, the 401(a) participants that decided to remain in the terminated plan lacked this salary protection. The City decided to mirror the long-term salary protection benefits provided by the MBERP in the current disability program for these 401(a) participants. This benefit will end when the plan participants terminate or retire. The cost of this benefit is fully-funded by the City.

ITN PROCESS

The ITN was released on April 21, 2016. On June 1, 2016, the City received complete and responsive proposals from Aetna Life Insurance Company, Cigna, Inc., the Hartford Life and Accident Insurance Company, Humana, Inc., MetLife, Inc., Minnesota Life (a Securian Company), Reliance Standard Life Insurance Company, Solstice Benefits, Inc., The Standard Insurance Company, and Unum Life Insurance Company.

On June 8, 2016 and June 20, 2016 (revised), the City Manager, via Letter to Commission (LTC) No. 250-2016 and 262-2016, appointed an Evaluation Committee (the "Committee") consisting of the following individuals:

- Angela Breadwood, Claims Manager, Risk Management Department, City of Miami
- Frank Estévez, Employee Benefits Manager, Human Resources Department
- Salvatore Frosceno, EMS Coordinator, Fire Department
- Manny Marquez, Assistant Director, Finance Department
- Natasha Nicholson, Senior Management Analyst, Public Works Department

The following alternates were also appointed:

- James Hollis, Safety Officer, Human Resources Department
- Maria Ruiz, Director, Housing and Community Services Department
- John Shumaker, Deputy Director, Finance Department
- James Sutter, Internal Auditor, Internal Audit Department; and

Ultimately, the Committee was composed of Frank Estévez, Salvatore Frosceno, Manuel Marquez, and Natasha Nicholson.

The Committee convened on June 23, 2016, to consider all responsive proposals. At the meeting, the Committee was given an overview of the project, information relative to the City's Cone of Silence Ordinance and the applicability of Florida's Sunshine Law. General information on the scope of services and financial capability was also reviewed. A copy of each responsive proposal was provided to each member in advance of the meeting. The Committee was instructed to score and rank proposals pursuant to the evaluation criteria established in the ITN and was therefore solely focused on the qualitative aspects of the proposers' responses.

Evaluation Criteria Step 1- Qualitative Criteria	Total Points
Proposer Experience and Qualifications, including Financial Capability	35
Scope of Services Proposed	30
Approach and Methodology	15

The quantitative scoring of the proposers' financial responses was completed by the Procurement Department. A total of twenty (20) points could be earned by the proposers and added to each of the qualitative scores produced by the Committee. The best financial proposal response received the full 20 points with a weighted average applied to proposals that were less advantageous to the City. For example, if proposer 1 bids $100 and proposer 2 bids $150, proposer 1 receives $100 / $100 x 20 = 20 points while proposer 2 receives $100 / $150 x 20 = 13 points.

Evaluation Criteria Step 2- Quantitative Criteria	Total Points
Cost Proposal	20
Veterans Preference	5

The ITN also stipulated that additional points would be added, if applicable, pursuant to the City's Veteran's Preference Ordinance. However, none of the proposers submitted eligibility information to qualify for these additional points (5).

After the proposers' presentations and interviews, the Committee discussed the proposers' qualifications, experience, and competencies, and scored the responses in accordance with the qualitative criteria established in the ITN. Cost points were added to the qualitative scores as applicable. The final rankings are included in the following tables.

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Group Dental Insurance Services

Plan A Group Dental

	Frank Eztevez	Ranking	Salvatore Frosceno	Ranking	Mannuel Marquez	Ranking	Natasha Nicholson	Ranking	LOW AGGREGATE TOTALS	
Aetna Life Insurance Co.	77	**3**	84	**4**	70	**4**	70	**4**	15	**4**
Cigna	84	**2**	97	**1**	72	**1**	77	**3**	7	**1**
Humana Insurance Co.	67	**5**	82	**5**	66	**5**	59	**5**	20	**5**
Metropolitan Life Insurance Co.	77	**3**	92	**2**	72	**1**	83	**1**	7	**1**
Solstice Benefits, Inc.	85	**1**	89	**3**	71	**3**	81	**2**	9	**3**

Veterans Preference

Proposer	Veterans Preference	Maximum Allowable	Total Points Awarded*
Aetna Life Insurance Co.	No	5	0
Cigna	No	5	0
Humana Insurance Co.	No	5	0
Metropolitan Life Insurance Co.	No	5	0
Solstice Benefits, Inc.	No	5	0

Cost Proposal

Proposer	Maximum Allowable Points	Total Points Awarded*
Aetna Life Insurance Co.	20	20
Cigna	20	19
Humana Insurance Co.	20	17
Metropolitan Life Insurance Co.	20	15
Solstice Benefits, Inc.	20	18

FMLA Administration, Short and Long-Term Disability, and 401a Long-Term Disability:

Plan B Group Disability & FMLA

	Frank Eztevez	Ranking	Salvatore Frosceno	Ranking	Mannuel Marquez	Ranking	Natasha Nicholson	Ranking	LOW AGGREGATE TOTALS	
Aetna Life Insurance Co.	81	4	88	4	70	6	84	3	17	5
Life Insurance Co. of North America Cigna	77	6	95	2	78	2	78	4	14	3
Hartford Life and Accident Insurance Co.	79	5	88	4	72	5	85	2	16	4
Metropolitan Life Insurance Co.	87	2	94	3	74	3	78	4	12	2
Reliance Standard Life Insurance Co./ Matrix	73	7	84	6	74	3	67	7	23	6
Standard Insurance Co.	83	3	67	7	65	7	71	6	23	6
UNUM Life Insurance Co of America	93	1	97	1	82	1	93	1	4	1

Veterans Preference			
Proposer	**Veterans Preference**	**Maximum**	**Total Points Awarded***
Aetna Life Insurance Co.	No	5	0
Life Insurance Co. of North America Cigna	No	5	0
Hartford Life and Accident Insurance Co.	No	5	0
Metropolitan Life Insurance Co.	No	5	0
Reliance Standard Life Insurance Co./ Matrix Absence Mgmt	No	5	0
Standard Insurance Co.	No	5	0
UNUM Life Insurance Co of America	No	5	0

Cost Proposal		
Proposer	**Maximum Allowable Points**	**Total Points Awarded***
Aetna Life Insurance Co.	20	18
Life Insurance Co. of North America Cigna	20	17
Hartford Life and Accident Insurance Co.	20	17
Metropolitan Life Insurance Co.	20	16
Reliance Standard Life Insurance Co./ Matrix Absence Mgmt	20	18
Standard Insurance Co.	20	17
UNUM Life Insurance Co of America	20	20

Group Life (Supplemental Life) and Accidental Death & Dismemberment (AD&D):

Plan C Group Term Life and Accidental Death and Dismemberment

	Frank Eztevez	Ranking	Salvatore Frosceno	Ranking	Mannuel Marquez	Ranking	Natasha Nicholson	Ranking	LOW AGGREGATE TOTALS	
Aetna Life Insurance Co.	83	3	90	4	74	4	75	7	18	5
Life Insurance Co. of North America Cigna	86	2	94	2	74	4	86	5	13	3
Hartford Life and Accident Insurance Co.	76	5	87	5	77	2	91	2	14	4
Metropolitan Life Insurance Co.	73	7	98	1	78	1	88	3	12	2
Minnesota Life Insurance Co.	73	7	85	6	74	4	75	7	24	7
Reliance Standard Life Insurance Co./ Matrix Absence Mgmt	75	6	82	8	73	7	81	6	27	8
Standard Insurance Co.	83	3	83	7	72	8	93	1	19	6
UNUM Life Insurance Company of America	89	1	94	2	77	2	88	3	8	1

Veterans Preference			
Proposer	**Veterans Preference**	**Maximum Allowable Points**	**Total Points Awarded***
Aetna Life Insurance Co.	No	5	0
Life Insurance Co. of North America Cigna	No	5	0
Hartford Life and Accident Insurance Co.	No	5	0
Metropolitan Life Insurance Co.	No	5	0
Minnesota Life Insurance Co.	No	5	0
Reliance Standard Life Insurance Co./ Matrix Absence Mgmt	No	5	0
Standard Insurance Co.	No	5	0
UNUM Life Insurance Company of America	No	5	0

Cost Proposal		
Proposer	**Maximum Allowable Points**	**Total Points Awarded***
Aetna Life Insurance Co.	20	20
Life Insurance Co. of North America Cigna	20	18
Hartford Life and Accident Insurance Co.	20	20
Metropolitan Life Insurance Co.	20	20
Minnesota Life Insurance Co.	20	18
Reliance Standard Life Insurance Co./ Matrix Absence Mgmt	20	17
Standard Insurance Co.	20	19
UNUM Life Insurance Company of America	20	17

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

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FINANCIAL IMPACT

Group Dental Insurance Services

With the ranking results producing a tie for the top ranked proposers being Cigna and MetLife, financial and benefit information was considered in order to determine which proposer to approach first for negotiations. Cigna is selected as the proposer to enter into negotiations with first based upon this information.

The DHMO fully-insured premium rates submitted by Cigna are 1.4% lower than the fully-insured premium rates within the City's current DHMO plan. Based on the City's current DHMO enrollment of employees and retirees, the City's approximate annual premium for the proposed DHMO plan is $144,740 or 50% of the total cost of the DHMO plan. The annual TPA fee proposed by Cigna for the self-insured DPPO program is $3.47 PEPM which is 10.1% lower than the current TPA fee ($3.86 PEPM). Please note that the TPA fee does not include DPPO claims which are self-funded, will fluctuate over time, and make up +80% of the total cost of the program. However, based on the City's current DPPO enrollment of employees and retirees, the proposed TPA fee, and an estimation of claims, the City's cost for the proposed DPPO plan is approximately $670,000 or 50% of the total cost of the DPPO plan. All total dollar amounts listed above are on an annual basis.

Group Life (Supplemental Life) and Accidental Death & Dismemberment (AD&D):

The top ranked proposer for group life and AD&D coverage is Unum. Unum proposed a premium rate of $0.120 per thousand dollars of coverage for basic life and a premium rate of $0.015 per thousand dollars of coverage for AD&D. The proposed premium rates based upon current enrollment and salary information produce an annual basic life and AD&D premium of $150,028. The City splits the premium fifty percent (50%) with the employee for basic life and pays the entire cost of the AD&D premium for a total annual City expense of $77,632. There is no financial impact to the City for the supplemental life insurance benefits for employees, spouses and dependents. The City makes these voluntary benefit programs available to employees and does not make any contribution as these plans are fully-funded by the employee.

FMLA Administration, Short and Long-Term Disability, and 401a Long-Term Disability:

The top ranked proposer for FMLA administration and the group disability program is Unum. The City will not incur a cost impact for the short and long-term disability benefits as this coverage is fully-funded by the employee. For the twenty-nine (29) remaining employees in the Defined Contribution Retirement Plan 401(a), the City will continue to pay the cost of their long-term disability coverage until all members have terminated employment or retired. The proposed annual cost to the City to continue this coverage is $5,696.

For FMLA administration, the proposed annual cost is $37,030 based on the current annual head count of 2,071 x $1.49 PEPM (FMLA administration rate quoted) x 12 months.

CITY MANAGER'S DUE DILIGENCE AND RECOMMENDATION

After considering proposals and the results of the Evaluation Committee process, pursuant to ITN No. 2016-084-WG, for administration of the city's ancillary health benefits for employees, retirees and their dependents, the City Manager recommends that negotiations begin with the top ranked proposers in each benefit category: Cigna, Inc. for Group Dental coverage; Unum Life Insurance Company for FMLA Administration, Group Life and AD&D coverage, Short and Long-term Disability, and Long-term Disability for Defined Contribution Retirement Plan 401(a) participants, further authorizing the Mayor and City Clerk to execute agreements with the recommended firms upon conclusion of successful negotiations by the Administration.

JLM/MT/SC-T/AD/WG
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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 THE INVITATION TO NEGOTIATE (ITN) NO. 2016-084-WG FOR ADMINISTRATION OF THE CITY'S ANCILLARY HEALTH BENEFITS FOR EMPLOYEES, RETIREES AND THEIR DEPENDENTS; AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE FOLLOWING PROPOSERS IN THE FOLLOWING CATEGORIES OF ANCILLARY SERVICES: CIGNA HEALTH AND LIFE INSURANCE CO., AS TOP-RANKED PROPOSER FOR GROUP DENTAL COVERAGE; UNUM LIFE INSURANCE COMPANY OF AMERICA, AS TOP-RANKED PROPOSER FOR FAMILY AND MEDICAL LEAVE ACT ADMINISTRATION, LONG-TERM DISABILITY COVERAGE FOR DEFINED CONTRIBUTION RETIREMENT PLAN (401A) PARTICIPANTS, VOLUNTARY SHORT-TERM AND LONG-TERM DISABILITY COVERAGE, AND GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT COVERAGE; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS WITH THE ADMINISTRATION.

WHEREAS, as required by the U.S. Department of Labor, the City's Family Medical Leave Act (FMLA) policy provides employees the opportunity for up to twenty-six (26) weeks of unpaid leave for a personal illness or care of a family member; and

WHEREAS, UNUM Life Insurance Company of America (UNUM) has been the administrator of this FMLA benefit, including medical certification and day-to-day management, pursuant to their agreement effective January 1, 2010; and

WHEREAS, UNUM provides employees the opportunity to purchase short and long term disability, should they be unable to work for an extended period of time; and

WHEREAS, UNUM also provides the Defined Contribution Retirement Plan (401a) participants a long term disability benefit with the annual cost paid by the City, to mirror the long-term disability benefits provided by the Miami Beach Employee's Retirement Plan; and

WHEREAS, Hartford Life and Accident Insurance Company provides group life insurance, accidental death insurance and supplemental employee life coverage, including spouse life and dependent life insurance; and

WHEREAS, Metropolitan Life Insurance Company ("MetLife") administers the City's self-funded group dental preferred provider plan ("PPO"), as well as providing a fully-insured dental health maintenance organization ("DHMO") plan; and

WHEREAS, Invitation to Negotiate No. 2016-084-WG (the "ITN") for Ancillary Benefits was released on April 21, 2016; and

WHEREAS, the City received complete and responsive proposals from Aetna Life Insurance Company, Cigna Health and Life Insurance Company ("Cigna"), Life Insurance Company of North America Cigna, Hartford Life and Accident Insurance Co., Humana Insurance Company/Humana/CompBenefits, Inc., Metropolitan Life Insurance Co., Minnesota Life Insurance Co., Reliance Standard Life Insurance Co./Matrix, Solstice Benefits Inc., Standard Insurance Co., and UNUM; and

WHEREAS, on June 8, 2016 and June 20, 2016 (revised), the City Manager, via Letter to Commission, appointed an Evaluation Committee (the "Committee") consisting of the following individuals:

- Angela Breadwood, Claims Manager, Risk Management Department, City of Miami
- Frank Estévez, Employee Benefits Manager, Human Resources Department
- Salvatore Frosceno, EMS Coordinator, Fire Department
- Manny Marquez, Assistant Director, Finance Department
- Natasha Nicholson, Senior Management Analyst, Public Works Department
-

The following alternates were also appointed:

- James Hollis, Safety Officer, Human Resources Department
- Maria Ruiz, Director, Housing and Community Services Department
- John Shumaker, Deputy Director, Finance Department
- James Sutter, Internal Auditor, Internal Audit Department; and

WHEREAS, the Committee composed of Frank Estévez, Salvatore Frosceno, Manuel Marquez, and Natasha Nicholson, convened on June 23, 2016, to consider all responsive proposals; and

WHEREAS, the Committee's ranking was as follows: Cigna and MetLife tied as top-ranked proposers for Group Dental coverage; and UNUM, as top-ranked proposer for Family and Medical Leave Act ("FMLA") administration, Long-term Disability coverage for Defined Contribution Retirement Plan (401a) Participants, Voluntary Short-term and Long-term Disability coverage, and Group Life and Accidental Death & Dismemberment coverage; and

WHEREAS, the City Manager considered all of the responsive submissions and the results of the Evaluation Committee process; and

WHEREAS, the City Manager recommends the City award a contract to and enter into negotiations with the top-ranked proposer, Cigna, for Group Dental coverage; and

WHEREAS, the City Manager recommends that the City award a contract to and enter into negotiations with the top-ranked proposer, UNUM, for FMLA administration, Long-term Disability coverage for Defined Contribution Retirement Plan (401a) Participants, Voluntary Short-term and Long-term Disability coverage, and Group Life and Accidental Death & Dismemberment coverage; 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 accept the recommendation of the City Manager pertaining to the ranking of firms, pursuant to Invitation to Negotiate No. 2016-084-WG for administration of the City's Ancillary Health Benefits for Employees, Retirees and their Dependents; and further authorize the Administration to negotiate with the following proposers in the following categories of ancillary services: Cigna Health and Life Insurance Co., as top-ranked proposer for Group Dental coverage; Unum Life Insurance Company of America, as top-ranked proposer for Family and Medical Leave Act administration, Long-Term Disability coverage for Defined Contribution Retirement Plan (401a) participants, Voluntary Short-Term and Long-Term Disability coverage, and Group Life and Accidental Death & Dismemberment coverage; and further authorize the Mayor and City Clerk to execute agreements upon successful negotiations with the Administration.

PASSED AND ADOPTED this _____ day of _____2016.

ATTEST:

_____
PHILIP LEVINE, MAYOR

_____
RAFAEL E. GRANADO, CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/6/16 Date

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2016-034-AK, FOR FIRE AND POLICE FALSE ALARM BILLING SYSTEM.

Key Intended Outcome Supported:

N/A

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

Item Summary/Recommendation:

The City's Police and Fire Departments are required per City Ordinance to implement a false alarm billing system as currently the City does not have system in place for the registering or tracking of false alarms received by the departments. To seek a vendor that can assist the Administration in implementing the desired system, on January 13, 2016, the City Commission approved the issuance of Request for Proposals (RFP) No. 2016-034-AK. Through the RFP, the City is seeking proposals to enter into revenue sharing contract with qualified firms which have proven experience to implement and collect fees pursuant to false alarm billing. The successful firm shall be regularly engaged in the business of false alarm bill collection.

On January 20, 2016, the RFP was issued, with an opening date of March 14, 2016. A pre-proposal conference to provide information to the proposers submitting a response was held on February 8, 2016.

The City received proposals in response to the RFP from the following two (2) firms:

- PM AM Corporation.
- Public Safety Corporation.

On March 16, 2016, the City Manager appointed the Evaluation Committee via LTC # 127-2016. The Evaluation Committee (the "Committee"). The Committee convened on April 19, 2016 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 general information on the scope of services and references. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP. The evaluation process resulted in the following ranking: PM AM Corporation, as the top-ranked proposer; Public Safety Corporation, as the second-ranked proposer.

After reviewing the submissions and the Evaluation Committee's ranking of the proposals received, the City Manager recommends that the Mayor and the City Commission approve the Resolution authorizing the Administration to enter into negotiations with PM AM Corporation, as the top-ranked proposer; and, should negotiations fail with the top-ranked proposer, authorizing the Administration to enter into negotiations with Public Safety Corporation, the second-ranked proposer; and, further, authorizing the Mayor and City Clerk to execute the agreement upon successful negotiations by the Administration.

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:

Chief Daniel Oates, Chief Virgil Fernandez, Alex Denis

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DO APPROVE AD	MT	JLM

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2016-034-AK, FOR FIRE AND POLICE FALSE ALARM BILLING SYSTEM**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

The City's Police and Fire Departments are required per City Ordinance to implement a false alarm billing system as currently the City does not have system in place for the registering or tracking of false alarms received by the departments. To seek a vendor that can assist the Administration in implementing the desired system, on January 13, 2016, the City Commission approved the issuance of Request for Proposals (RFP) No. 2016-034-AK. Through the RFP, the City is seeking proposals to enter into revenue sharing contract with qualified firms which have proven experience to implement and collect fees pursuant to false alarm billing. The successful firm shall be regularly engaged in the business of false alarm bill collection.

The successful Proposer will be responsible for providing and fulfil the responsibilities of the City's "alarm administrator" pursuant to the Miami Beach Fire Department Ordinance (Sec. 50-8) and the Miami Beach Police Department Burglar Alarms Ordinance (Sec. 42-81), pertaining to systems designed to summon a Police and Fire Department responses. The Proposer shall implement all aspects of false alarm billing collection for the Fire and Police Department and operate system and all other necessary equipment and services on "software as a service" basis at no additional cost to the City

RFP PROCESS

On January 20, 2016, the RFP was issued, with an opening date of March 14, 2016. A pre-proposal conference to provide information to the proposers submitting a response was held on February 8, 2016.

The City received proposals in response to the RFP from the following two (2) firms:

- PM AM Corporation.
- Public Safety Corporation.

On March 16, 2016, the City Manager appointed the Evaluation Committee via LTC # 127-2016. The Evaluation Committee (the "Committee") consisted of the following individuals:

- Joseph Florio, Fire Technology Administrator, Miami Beach Fire Department, City of Miami Beach

- Juan Meizoso, Fire Division Chief, Miami Beach Fire Department, City of Miami Beach
- John M. Babcock, Manager, Technical Services Division, Records Section, Police Department, City of Miami Beach
- Andre Morales, Technology Coordinator, Investigations & Support Division / Information Resource Office, Police Department, City of Miami Beach

The following individuals were appointed as alternates:

- Anthony Loperfido, Sergeant, Police Department, City of Miami Beach
- Jorge Linares, Captain, Miami Beach Fire Department, City of Miami Beach

The Committee convened on April 19, 2016 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 general information on the scope of services and references. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP. The results of the evaluation process, as stipulated in the RFP, are shown in the table below.

RFP# 2016-034-AK Fire and Police False Alarm Billing System	Joseph Florio	Ranking	Juan Meizoso	Ranking	John M. Babcock	Ranking		**LOW AGGREGATE TOTALS**	**Rank**
PM AM Corporation	89	2	98	1	90	1		4	**1**
Public Safety Corporation	91.39	1	96.39	2	89.39	2		5	**2**

Proposer	% of Revenue to be Retained by Proposer	Maximum Allowable Points	Total Points Awarded
PM AM Corporation	21.00%	30	30.00
Public Safety Corporation	23.00%	30	27.39

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

CITY MANAGER'S DUE DILIGENCE & RECOMMENDATION

After reviewing the submissions and the Evaluation Committee's ranking of the proposals received, I recommend that the Mayor and the City Commission approve the Resolution authorizing the Administration to enter into negotiations with PM AM Corporation, the top-ranked proposer; and, should negotiations fail with the top-ranked proposer, authorizing the Administration to enter into negotiations with Public Safety Corporation, the second-ranked proposer; and, further, authorizing the Mayor and City Clerk to execute the agreement upon successful negotiations by the Administration.

JLM/MT/DD/DO/AD
T:\AGENDA\2016\June\Procurement\RFP 2016-034-AK Fire and Police False Alarm\2016-115-AK Fire and Police False Alarm Billing System - Memo.docx

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS, PURSUANT TO REQUEST FOR PROPOSALS NO. 2016-034-AK, FOR FIRE AND POLICE FALSE ALARM BILLING SYSTEM; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH PMAM CORPORATION, THE TOP-RANKED PROPOSER; AND SHOULD THE ADMINISTRATION BE UNSUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH THE TOP-RANKED PROPOSER, AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH PUBLIC SAFETY CORPORATION, THE SECOND-RANKED PROPOSER; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, Request for Proposal (RFP) No. 2016-034-AK (the RFP) was issued on January 20, 2016, and had an opening date of March 14, 2016; and

WHEREAS, a pre-proposal conference was held on February 8, 2016; and

WHEREAS, the City received a proposal from PMAM Corporation, and Public Safety Corporation in response to the RFP; and

WHEREAS, the City Manager issued a Letter to Commission appointing an Evaluation Committee (the Committee) on March 16, 2016, consisted of the following individuals:

- Joseph Florio, Fire Technology Administrator, Miami Beach Fire Department, City of Miami Beach
- Juan Meizoso, Fire Division Chief, Miami Beach Fire Department, City of Miami Beach
- John M. Babcock, Manager, Technical Services Division, Records Section, Police Department, City of Miami Beach
- Andre Morales, Technology Coordinator, Investigations & Support Division / Information Resource Office, Police Department, City of Miami Beach

Alternates:

- Anthony Loperfido, Sergeant, Police Department, City of Miami Beach
- Jorge Linares, Captain, Miami Beach Fire Department, City of Miami Beach

WHEREAS, the Committee convened on April 19, 2016 to consider the two (2) proposals; and

WHEREAS, the Committee was provided an overview of the project, information regarding 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 engaged in a question and answer session after the presentation of each proposer; and

WHEREAS, the Committee was instructed to score and rank the proposals pursuant to the evaluation criteria established in the RFP; and

WHEREAS, the Committee ranked the proposal received from PMAM Corporation as the top-ranked, and the proposal received from Public Safety Corporation as second-ranked; and

WHEREAS, having received the submissions of the proposals and Committee's ranking, the City Manager exercised his due diligence and recommends that the Administration enter into negotiations with PMAM Corporation, the top-ranked proposer; and should the Administration be unsuccessful in negotiating an agreement with the top-ranked proposer, that the Administration enter into negotiations with Public Safety Corporation, the second-ranked proposer.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and the City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Proposals No. 2016-034-AK, for fire and police false alarm billing system; authorize the Administration to enter into negotiations with PMAM Corporation, the top-ranked proposer; and should the administration be unsuccessful in negotiating an agreement with the top-ranked proposer, authorize the Administration to enter into negotiations with Public Safety Corporation, the second-ranked proposer; and further authorize the Mayor and City Clerk to execute an agreement upon successful negotiations by the Administration.

PASSED AND ADOPTED this _____ day of _____2016

ATTEST:

_____ _____

RAFAEL E. GRANADO, CITY CLERK PHILIP LEVINE, MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney AMT Date 6-28-2016

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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 BIDS RECEIVED PURSUANT TO INVITATION TO BID (ITB) NO. 2016-111-ND FOR THE PURCHASE OF CONCRETE CURBING/SIDEWALK CONSTRUCTION, ASPHALTIC CONCRETE/RELATED MATERIALS, AND STRIPING OF CITY STREETS AND PARKING LOTS.

Key Intended Outcome Supported:

Build and Maintain Priority Infrastructure with Full Accountability

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

Item Summary/Recommendation:

The ITB was issued on April 11, 2016. 417 bid notices were issued and a pre-bid conference was held on April 18, 2016. On May 13, 2016, bids were received from Team Contracting, Inc. (Team Contracting), H & R Paving, Inc.(H & R), Bergeron Land Development, Inc. (Bergeron), and Metro Express, Inc. (Metro). The bid tabulation is included in Appendix A. The due diligence review by staff of each bid received has found as follows:

Group 1 – The lowest responsive, responsible bid received for Group 1 was submitted by Team Contracting. The bid received by Metro was found to be non-responsive for its failure to meet the minimum requirement, as stated in Section C1 (p.26), which required bidders to submit, with its bid, three (3) client references for which the Bidder has completed work, similar in nature to the scope of the ITB. Metro's bid failed to include the required references.

Group 2 – The lowest responsive bid received for Group 2 was submitted by H & R. However, to the matter of responsibility, staff has determined that H & R's prior performance on previous contracts has been poor as indicated in the attached contractor performance evaluations. The bid received by Metro was found to be non-responsive for its failure to meet the minimum requirement, as stated in Section C1 (p.26), which required bidders to submit, with its bid, three (3) client references for which the Bidder has completed work, similar in nature to the scope of the ITB. Metro's bid failed to include the required references. The bid submitted by Bergeron exceeded the City's cost expectations. Staff does not recommend an award of Group 2 at this time.

Group 3 – The lowest responsive bid received for Group 3 was submitted by H & R. However, to the matter of responsibility, staff has determined that H & R's prior performance on previous contracts has been poor as indicated in the attached contractor performance evaluations. The bid received by Metro was found to be non-responsive for its failure to meet the minimum requirement, as stated in Section C1 (p.26), which required bidders to submit, with its bid, three (3) client references for which the Bidder has completed work, similar in nature to the scope of the ITB. Metro's bid failed to include the required references. The bid submitted by Bergeron exceeded the City's cost expectations. Staff does not recommend an award of Group 3 at this time.

Group 4 – The sole bid received for Group 4 was submitted by Bergeron. However, the bid submitted by Bergeron exceeded the City's cost expectations. Staff does not recommend an award of Group 4 at this time.

RECOMMENDATION

The City Manager considered the staff's recommendation and bids received, pursuant to ITB 2016-111-ND, and recommends that the Mayor and City Commission approve the Resolution awarding a contract for Group 1 to Team Contracting, Inc. and rejecting all bids received for Groups 2-4, pursuant to invitation to bid (ITB) No. 2016-111-ND for the purchase of concrete curbing/sidewalk construction, asphaltic concrete/related materials, and striping of city streets and parking lots.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
	Total		

Financial Impact Summary: The cost associated with the purchase of concrete/sidewalk construction, asphaltic concrete/related materials, and striping of city streets and parking lots is subject to the funds availability approved through the City's budgeting process.

City Clerk's Office Legislative Tracking:

Alex Denis, Roy Coley

Sign-Offs:

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

T:\AGENDA\2016\July\Procurement\2016-111-ND (ITB) For the Purchase of Concrete Curbing Sidewalk Construction, Asphaltic Concrete Related Materials, and Striping of City Streets and Parking Lots\Item Summary 7.6.16.doc

MIAMIBEACH

AGENDA ITEM C7O

DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

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 BIDS RECEIVED PURSUANT TO INVITATION TO BID (ITB) NO. 2016-111-ND FOR THE PURCHASE OF CONCRETE CURBING/SIDEWALK CONSTRUCTION, ASPHALTIC CONCRETE/RELATED MATERIALS, AND STRIPING OF CITY STREETS AND PARKING LOTS.**

KEY INTENDED OUTCOME
NA

FUNDING
The cost associated with the purchase of concrete/sidewalk construction, asphaltic concrete/related materials, and striping of city streets and parking lots is subject to the funds availability approved through the City's budgeting process.

BACKGROUND
On March 21, 2012, the City awarded agreements for concrete curbing/sidewalk construction, purchase of asphaltic concrete/related materials, and striping of city streets and parking lots. The current agreements expired on May 30, 2016.

On April 11, 2016, the City issued an Invitation to Bid 2016-111-ND (the "ITB") to establish a successor contract, by means of sealed bids, for the purchase of concrete curbing sidewalk construction, asphaltic concrete/related materials, and the striping of city streets and parking lots.

ITB PROCESS
The ITB was issued on April 11, 2016. 417 bid notices were issued and a pre-bid conference was held on April 18, 2016. On May 13, 2016, bids were received from Team Contracting, Inc. (Team Contracting), H & R Paving, Inc. (H & R), Bergeron Land Development, Inc. (Bergeron), and Metro Express, Inc. (Metro). The bid tabulation is included in Appendix A. The due diligence review by staff of each bid received has found as follows:

> Group 1 – The lowest responsive, responsible bid received for Group 1 was submitted by Team Contracting. The bid received by Metro was found to be non-responsive for its failure to meet the minimum requirement, as stated in Section C1 (p.26), which required bidders to submit, with its bid, three (3) client references for which the Bidder has completed work, similar in nature to the scope of the ITB. Metro's bid failed to include the required references.

Group 2 – The lowest responsive bid received for Group 2 was submitted by H & R. However, to the matter of responsibility, staff has determined that H & R's prior performance on previous contracts has been poor as indicated in the attached contractor performance evaluations. The bid received by Metro was found to be non-responsive for its failure to meet the minimum requirement, as stated in Section C1 (p.26), which required bidders to submit, with its bid, three (3) client references for which the Bidder has completed work, similar in nature to the scope of the ITB. Metro's bid failed to include the required references. The bid submitted by Bergeron exceeded the City's cost expectations. Staff does not recommend an award of Group 2 at this time.

Group 3 – The lowest responsive bid received for Group 3 was submitted by H & R. However, to the matter of responsibility, staff has determined that H & R's prior performance on previous contracts has been poor as indicated in the attached contractor performance evaluations. The bid received by Metro was found to be non-responsive for its failure to meet the minimum requirement, as stated in Section C1 (p.26), which required bidders to submit, with its bid, three (3) client references for which the Bidder has completed work, similar in nature to the scope of the ITB. Metro's bid failed to include the required references. The bid submitted by Bergeron exceeded the City's cost expectations. Staff does not recommend an award of Group 3 at this time.

Group 4 – The sole bid received for Group 4 was submitted by Bergeron. However, the bid submitted by Bergeron exceeded the City's cost expectations. Staff does not recommend an award of Group 4 at this time.

CITY MANAGER'S RECOMMENDATION

After considering staff's recommendation and the bids received, pursuant to ITB 2016-111-ND, I recommend that the Mayor and City Commission approve the Resolution awarding a contract for Group 1 to Team Contracting, Inc., and rejecting all bids received for Groups 2-4, pursuant to invitation to bid (ITB) No. 2016-11-ND for the purchase of concrete curbing/sidewalk construction, asphaltic concrete/related materials, and striping of city streets and parking lots.

JLM / KCY AD / ND / RC
T T:\AGENDA\2016\July\Procurement\2016-111-ND (ITB) For the Purchase of Concrete Curbing.Sidewalk Construction, Asphaltic Concrete.Related Materials, and Striping of City Streets and Parking Lots\Memorandum 7.6.16.doc

ATTACHMENT A
BID TABULATION – ITB 2016-111-ND

	Team Contracting, Inc.	H&R Paving, Inc.	Bergeron Land Development, Inc.	Metro Express, Inc.*
GROUP 1 TOTAL (Concrete Curbing/Sidewalk Construction)	$572,350.00	No Bid	$1,410,220.00	~~$1,115,400.00~~
GROUP 2 TOTAL (Milling & Resurfacing of Asphalt Concrete Striping of City Streets & Parking Lots)	No Bid	$3,335,148.00	$12,779,052.00	~~$5,931,322.00~~
GROUP 3 TOTAL (Asphaltic Concrete/Related Material to be Picked up or Delivered to the City)	No Bid	$567,500.00	$935,000.00	~~$980,000.00~~
GROUP 4 TOTAL (Concrete/Related Material to be Picked Up or Delivered to the City)	No Bid	No Bid	$507,300.00	~~$395,000.00~~

* Metro Express has been deemed non-responsive for failure to meet the minimum requirements stated in the ITB.

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 APPROVE THE AWARD OF A CONTRACT FOR GROUP 1 TO TEAM CONTRACTING, INC., AND TO REJECT ALL BIDS RECEIVED FOR GROUPS 2-4, PURSUANT TO INVITATION TO BID (ITB) NO. 2016-111-ND FOR THE PURCHASE OF CONCRETE CURBING/SIDEWALK CONSTRUCTION, ASPHALTIC CONCRETE/RELATED MATERIALS, AND STRIPING OF CITY STREETS AND PARKING LOTS.

WHEREAS, on March 21, 2012, the City awarded agreements for concrete curbing/sidewalk construction, purchase of asphaltic concrete/related materials, and striping of city streets and parking lots; and

WHEREAS, the current agreements expired on May 30, 2016; and

WHEREAS, on April 11, 2016, the City issued an Invitation to Bid 2016-111-ND (the "ITB") to establish a successor contract, by means of sealed bids, for the purchase of concrete curbing sidewalk construction, asphaltic concrete/related materials, and the striping of city streets and parking lots; and

WHEREAS, on May 13, 2016, bids were received from Team Contracting, Inc. (Team Contracting), H & R Paving, Inc. (H & R), Bergeron Land Development, Inc. (Bergeron), and Metro Express, Inc. (Metro); and

WHEREAS, the lowest responsive, responsible bid received for Group 1 was submitted by Team Contracting; and

WHEREAS, staff recommends awarding a contract for Group 1 to Team Contracting; and

WHEREAS, the bid received by Metro for Group 2 was found to be non-responsive; and

WHEREAS, the lowest responsive bid received for Group 2 and Group 3 was submitted by H & R; and

WHEREAS, staff has determined that H & R's prior performance on previous contracts has been unsatisfactory, as confirmed by the contractor performance evaluations on file; and

WHEREAS, the second lowest responsive, responsible bid for Group 2 and Group 3 was submitted by Bergeron and the bid exceeded the City's cost expectations; and

WHEREAS, staff does not recommend an award of Group 2 and Group 3 at this time; and

WHEREAS, the sole bid received for Group 4 was submitted by Bergeron and the bid exceeded the City's cost expectations; and

WHEREAS, staff does not recommend an award of Group 4 at this time.

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 to approve the award of a contract for Group 1 to Team Contracting, Inc., and to reject all bids received for Groups 2-4, pursuant to invitation to bid (ITB) No. 2016-111-ND for the purchase of concrete curbing/sidewalk construction, asphaltic concrete/related materials, and striping of city streets and parking lots.

PASSED AND ADOPTED this _____ day of _____2016.

ATTEST:

_____ _____

RAFAEL E. GRANADO, CITY CLERK PHILIP LEVINE, MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/6/16
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, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-116-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR NEW BUS SHELTERS

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:

At the December 9, 2015 City Commission meeting, the Commission discussed the need to modify the existing bus shelter design and the desire for bus shelters to include enhancements that could help promote transit as the current bus shelter design is deficient. The new shelter design is intended to incorporate features enhancing the transit experience of passengers, including innovative designs, technology, and other bus shelter amenities.

At the March 9, 2016 City Commission meeting, the Commission approved Resolution No. 2016-29325 accepting the recommendation of the Finance and Citywide Projects Committee to issue a Request for Proposals for the design of new bus shelters; and authorizing the City Manager to extend the existing agreement between the City and Clear Channel on a month-to-month basis after expiration on October 31, 2016, as needed, such that the Clear Channel contract would remain in place until the new contract is executed. Additionally, at the March 9 meeting, City Commission requested that a bus stop and bus shelter inventory be provided (including the existing trolley stops). Below is a summary of bus stop inventory conducted by staff. The complete inventory list was included as an attachment in the RFQ.

- Total number of stops (including the existing trolley stops): 354
- Total number of bus shelters: 108
- Total number of stops without shelters: 246

It is important to note, when considering opportunities for installation of additional bus shelters throughout the City, factors such as land use, ridership, and available right-of-way must be taken into consideration. Staff is evaluating bus stops without shelters to determine locations for additional shelters as well as to determine opportunities for shelters to be expanded/enhanced.

Proposals were requested from professional consulting architectural/engineering firms which have proven experience in the preparation of construction contract documents for Bus Shelters. 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.

The Evaluation Committee convened on May 26, 2016 to consider proposals received. The committee was comprised of Milos Majstorovic, Transportation Operations Supervisor, Transportation Department, City of Miami Beach; Michael Belush, Planning and Zoning Manager, Planning Department, City of Miami Beach; and Debbie Tackett, Preservation and Design Manager, Planning Department, City of Miami Beach. 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 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 approve the resolution authorizing the Administration to enter into negotiations with the top ranked proposer, ACAI Associates, Inc.; and, should negotiations fail, authorizing the Administration to enter into negotiations with the second highest ranked proposer, Brooks + Scarpa Architects, Inc.; further, authorizing the Mayor and City Clerk to execute the agreement with the successful firm.

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.
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, David Martinez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JG JRG AD	KGB MT	JLM

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-116-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR NEW BUS SHELTERS**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED
Maximize The Miami Beach Brand As A World Class Destination.

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

BACKGROUND
At the December 9, 2015 City Commission meeting, the Commission discussed the need to modify the existing bus shelter design and the desire for bus shelters to include enhancements that could help promote transit as the current bus shelter design is deficient. The new shelter design is intended to incorporate features enhancing the transit experience of passengers, including innovative designs, technology, and other bus shelter amenities.

At the March 9, 2016 City Commission meeting, the Commission approved Resolution No. 2016-29325 accepting the recommendation of the Finance and Citywide Projects Committee to issue a Request for Proposals for the design of new bus shelters; and authorizing the City Manager to extend the existing agreement between the City and Clear Channel on a month-to-month basis after expiration on October 31, 2016, as needed, such that the Clear Channel contract would remain in place until the new contract is executed. Additionally, at the March 9 meeting, City Commission requested that a bus stop and bus shelter inventory be provided (including the existing trolley stops). Below is a summary of bus stop inventory conducted by staff. The complete inventory list was included as an attachment in the RFQ.

- Total number of stops (including the existing trolley stops): 354
- Total number of bus shelters: 108
- Total number of stops without shelters: 246

It is important to note, when considering opportunities for installation of additional bus shelters throughout the City, factors such as land use, ridership, and available right-of-way must be taken into consideration. Staff is evaluating bus stops without shelters to determine locations

for additional shelters as well as to determine opportunities for shelters to be expanded/enhanced.

Proposals were requested from professional consulting architectural/engineering firms which have proven experience in the preparation of construction contract documents for Bus Shelters. 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 April 13, 2016, the City Commission approved to issue the Request for Qualifications (RFQ) No. RFQ 2016-116-KB for Architectural and Engineering Design Criteria Professional Services for New Bus Shelters. On April 20, 2016, the RFQ was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on May 12, 2016. RFQ responses were due and received on June 10, 2016. The City received a total of five (5) proposals. The City received proposals from the following firms: ACAI Associates, Inc., Arquitectonica International Corp., Brooks + Scarpa Architects, Inc., Glavovic Studio, Inc., and William Lane Architect, Inc.

The Evaluation Committee convened on May 26, 2016 to consider proposals received. The committee was comprised of Milos Majstorovic, Transportation Operations Supervisor, Transportation Department, City of Miami Beach; Michael Belush, Planning and Zoning Manager, Planning Department, City of Miami Beach; and Debbie Tackett, Preservation and Design Manager, Planning Department, City of Miami Beach. 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 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.

Evaluation Committee Relative to Request for Qualifications (RFQ) No. 2016-116-KB, for Architectural and Engineering Design Services for New Bus Shelters	Milosh Majstorovic	Ranking	Michael Belush	Ranking	Debbie Tackett	Ranking			LOW AGGREGATE TOTALS	Rank
ACAI Associates, Inc.	98	1	81	2	99	1			4	1
Arquitectonica International Corp.	91	3	71	4	85	3			10	3
Brooks + Scarpa Architects, Inc.	95	2	85	1	98	2			5	2
Glavovic Studio, Inc.	79	5	66	5	60	5			15	5
William Lane Architect, Inc.	87	4	74	3	85	3			10	3

CITY MANAGER'S RECOMMENDATION

After reviewing all the submissions and the results of the evaluation process, the City Manager recommends that the Mayor and City Commission approve the resolution authorizing the Administration to enter into negotiations with the top ranked proposer, ACAI Associates, Inc.; and, should negotiations fail, authorizing the Administration to enter into negotiations with the second highest ranked proposer, Brooks + Scarpa Architects, Inc.; further, authorizing the Mayor and City Clerk to execute the agreement with the successful firm.

JLM/MT/KGB/JG/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, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2016-116-KB FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR NEW BUS SHELTERS; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH ACAI ASSOCIATES, INC., AS THE TOP RANKED PROPOSER; FURTHER, SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH ACAI ASSOCIATES, INC., AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH BROOKS + SCARPA, INC., AS THE SECOND HIGHEST RANKED PROPOSER; FURTHER, 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. 2016-116-KB (the "RFQ") was issued on April 20, 2016, with an opening date of June 10, 2016; and

WHEREAS, a voluntary pre-proposal meeting was held on May 12, 2016; and

WHEREAS, the City received a total of five (5) proposals; and

WHEREAS, the Committee convened May 26, 2016 and was comprised of Milos Majstorovic, Transportation Operations Supervisor, Transportation Department, City of Miami Beach; Michael Belush, Planning and Zoning Manager, Planning Department, City of Miami Beach; and Debbie Tackett, Preservation and Design Manager, Planning Department, City of Miami Beach; 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, 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: ACAI Associates, Inc. was ranked first, Brooks + Scarpa Architects, Inc. was ranked second, Arquitectonica International Corp. and William Lane Architect, Inc. was ranked third, and Glavovic Studio, Inc. was ranked fifth; 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, ACAI Associates, Inc.; and, should negotiations fail, authorize the Administration to enter into negotiations with the second highest ranked proposer, Brooks + Scarpa Architects, 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. 2016-116-KB (the RFQ), Architectural

and Engineering Design Criteria Professional Services for New Bus Shelters; authorize the Administration to enter into negotiations with ACAI Associates, Inc. as the top ranked proposer; further, should the Administration not be successful in negotiating an agreement with ACAI Associates, Inc., authorize the Administration to enter into negotiations with Brooks + Scarpa Architects, Inc. as the second highest ranked proposer; and further authorize the Mayor and City Clerk to execute an agreement, upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED this _____ day of _____2016.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney RAG — Date 6/29/16

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLOIRIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE (FCWPC) TO MAINTAIN CURRENT LIVING WAGE RATE LEVELS THAT APPLICABLE CONTRACTORS MUST PAY THEIR EMPLOYEES, PURSUANT TO SECTION 2-408 OF THE CITY CODE, FOR FISCAL YEAR 2016/2017, AT A RATE OF $11.62/HR WITH HEALTH BENEFITS OF AT LEAST $1.69/HR, AND $13.31/HR WITHOUT BENEFITS.

Key Intended Outcome Supported:

N/A

Item Summary/Recommendation:

In this fiscal year 2016, the hourly living wage rate paid to employees of City contactors is set at a rate of $11.62/hr with health benefits of at least $1.69/hr, and $13.31/hr without benefits. Section 2-408(d) allows for the living wage rate to be indexed (increased) annually by resolution of the Mayor and City Commission as follows:

> 2-408(d) *Indexing.* The living wage rate and health care benefits rate may, by resolution of the City Commission, be indexed annually for inflation using the Miami PMSA 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; nor shall an annual increase exceed the corresponding annual compensation increase (if any) provided to unrepresented (i.e., unclassified) City employees. The City Commission 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). The determination to index (or not index) the living wage rate shall be considered annually during the City Commission's review and approval of the City's annual operating budget.

Accordingly, on June 8, 2016, via agenda item C4B, the Administration requested that the City Commission approve a referral to the Finance and City-Wide Projects Committee to discuss the indexing of the living wage rate for Fiscal Year 2017. The City Commission approved the request for referral to the Finance and Citywide Projects Committee for a discussion on the living wage rate.

On June 17, 2016, the Finance and Citywide Projects Committee considered, in accordance with the City Code, the following:

1. Whether to index for inflation using the Miami PMSA Consumer Price Index for all Urban Consumers (CP|-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics, providing that:
   a. notwithstanding the preceding, no annual index shall exceed three percent (3%); and
   b. no annual increase shall exceed the corresponding annual compensation increase (if any) provided to unrepresented (i.e. unclassified) city employees.
2. Whether to elect not to recommend indexing (increasing) the living wage rate for the subsequent fiscal year.

After consideration and discussion, the Finance and Citywide Projects Committee unanimously approved a recommendation to the Mayor and City Commission to maintain current living wage rate unchanged at the current levels of $11.62/hr with health benefits of at least $1.69/hr, and $13.31/hr without benefits. Part of the discussion focused on the importance of achieving parity with the upcoming minimum wage rate. The recommendation will have no impact on the budget for fiscal year 2017.

The Administration recommends that the Mayor and City Commission approve the recommendation of the Finance and Citywide Projects Committee to maintain living wage rates at the current levels for Fiscal Year 2017.

RECOMMENDATION

Approve the Resolution.

Advisory Board Recommendation:

After consideration and discussion, the Finance and Citywide Projects Committee unanimously approved a recommendation to the Mayor and City Commission to maintain current living wage rate unchanged at the current levels of $11.62/hr with health benefits of at least $1.69/hr, and $13.31/hr without benefits.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
OBPI	Total		

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD	MT	JLM

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: JULY 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLOIRIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE (FCWPC) TO MAINTAIN CURRENT LIVING WAGE RATE LEVELS THAT APPLICABLE CONTRACTORS MUST PAY THEIR EMPLOYEES, PURSUANT TO SECTION 2-408 OF THE CITY CODE, FOR FISCAL YEAR 2016/2017, AT A RATE OF $11.62/HR WITH HEALTH BENEFITS OF AT LEAST $1.69/HR, AND $13.31/HR WITHOUT BENEFITS.**

ADMINISTRATION RECOMMENDATION

Approve the Resolution.

BACKGROUND

In this fiscal year 2016, the hourly living wage rate paid to employees of City contactors is set at a rate of $11.62/hr with health benefits of at least $1.69/hr, and $13.31/hr without benefits. Section 2-408(d) allows for the living wage rate to be indexed (increased) annually by resolution of the Mayor and City Commission as follows:

> 2-408(d) *Indexing.* The living wage rate and health care benefits rate may, by resolution of the City Commission, be indexed annually for inflation using the Miami PMSA 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; nor shall an annual increase exceed the corresponding annual compensation increase (if any) provided to unrepresented (i.e., unclassified) City employees. The City Commission 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). The determination to index (or not index) the living wage rate shall be considered annually during the City Commission's review and approval of the City's annual operating budget.

Accordingly, on June 8, 2016, via agenda item C4B, the Administration requested that the City Commission approve a referral to the Finance and City-Wide Projects Committee to discuss the indexing of the living wage rate for Fiscal Year 2017. The City Commission approved the request for referral to the Finance and Citywide Projects Committee for a discussion on the living wage rate.

On June 17, 2016, the Finance and Citywide Projects Committee considered, in accordance with the City Code, the following:

1. Whether to index for inflation using the Miami PMSA Consumer Price Index for all Urban Consumers (CP|-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics, providing that:
    a. notwithstanding the preceding, no annual index shall exceed three percent (3%); and
    b. no annual increase shall exceed the corresponding annual compensation increase (if any) provided to unrepresented (i.e. unclassified) city employees.

2. Whether to elect not to recommend indexing (increasing) the living wage rate for the subsequent fiscal year.

After consideration and discussion, the Finance and Citywide Projects Committee unanimously approved a recommendation to the Mayor and City Commission to maintain current living wage rate unchanged at the current levels of $11.62/hr with health benefits of at least $1.69/hr, and $13.31/hr without benefits. Part of the discussion focused on the importance of achieving parity with the upcoming minimum wage rate. The recommendation will have no impact on the budget for fiscal year 2017.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the recommendation of the Finance and Citywide Projects Committee to maintain living wage rates at the current levels for Fiscal Year 2017.

JLM / MT / AD / FM
T:\AGENDA\2016\July\Procurement\Resolution - Living wage\Acceptance of Finance and Citywide Projects Committee recommendation - Living Wage FY16-17 - Memo.docx

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AT ITS JUNE 17, 2016 MEETING TO MAINTAIN THE LIVING WAGE RATE AND HEALTH CARE BENEFIT RATE AT CURRENT LEVELS FOR COVERED CITY AND SERVICE CONTRACTOR EMPLOYEES FOR FISCAL YEAR 2016/2017.

WHEREAS, in Fiscal Year 2015/2016, the hourly living wage rate paid to City employees and employees of City service contactors is set at a rate of $11.62/hr with health benefits of at least $1.69/hr, and $13.31/hr without health benefits.

WHEREAS, the process to index the living wage rate, as provided in Section 2-408(d) of the City Code, allows for the living wage rate and health care benefits rate to be increased annually for inflation, at the City Commission's discretion, using the latest PMSA Consumer Price Index for all Urban Consumers (CPI-U) for the Miami/Ft. Lauderdale region (1.089% for 2014/2015) issued by the U.S. Department of Labor, Bureau of Labor Statistics; and

WHEREAS, notwithstanding the preceding, the City Code provides that no annual increase to the living wage rates for the employees of City service contractors shall exceed the corresponding annual compensation increase provided to unclassified City employees; and

WHEREAS, on June 8, 2016, via City Commission agenda item C4B, the City Administration requested that the City Commission approve a referral to the Finance and City-Wide Projects Committee to discuss the indexing of the living wage rate for Fiscal Year 2016/2017, and the City Commission approved the request and referred the matter to the Finance and Citywide Projects Committee for discussion; and

WHEREAS, the indexing of living wage rate was discussed at the Finance and Citywide Projects Committee (FCWPC) meeting on June 17, 2016; and

WHEREAS, after consideration and discussion, the Finance and Citywide Projects Committee unanimously approved a recommendation to the Mayor and City Commission to maintain the current living wage rate and the healthcare benefits rate consistent with the current levels of $11.62/hr with health benefits of at least $1.69/hr, and $13.31/hr without health benefits; due, in part, to the importance of achieving parity with the upcoming minimum wage rate; and

WHEREAS, maintaining the living wage and health care benefit rates at current levels will have no impact on the Budget for Fiscal Year 2016/2017.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve the recommendation of the Finance and Citywide Projects Committee at its June 17, 2016 meeting to maintain living wage and health care benefit rates at the current levels for Fiscal Year 2016/2017 and further hereby find that it would not be fiscally prudent to index the living wage due to the disparity that would be created with upcoming minimum wage rates.

PASSED AND ADOPTED this _____ day of _____2016.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/6/16 Date

C7R A Resolution Authorizing The Extension Of A Communications System Agreement, And All Exhibits Thereto, With Motorola In The Amount Of $335,443 For A Term Of One Year To Maintain A Continuity Of Service Of The 800 Mhz Public Safety Radio System.
(Emergency Management)
(Item to be Submitted in Supplemental)

Agenda Item C7R
Date 7-13-16

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Condensed Title:

A Resolution approving six public art projects for the Miami Beach Convention Center (MBCC Project) and authorizing the City Manager to execute professional services agreement in the following not-to-exceed amounts for the design, fabrication, and installation of art: Franz Ackermann, $750,000; Michael Elmgreen and Ingar Dragset, $1,100,000; Ellen Harvey, $750,000; Joseph Kosuth, $2,200,000; Joep Van Lieshout, $500,000; and Sarah Morris, $1,000,000 and approve $7,530,797, Fund 147 – Art in Public Places, to be appropriated as part of the FY 2016/17 Capital Budget.

Key Intended Outcome Supported:

Maximize Miami Beach as a Destination Brand.

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

The 2012 Community Satisfaction Survey shows that 67% of residents 56% of businesses feel the City has "about right' the amount of cultural activities.

Item Summary/Recommendation:

The MBCC Project represents the largest public art opportunity undertaken by the City of Miami Beach Art in Public Places (AiPP) Program to date. Given the complexity and scale of the projects, the City Administration sought guidance from Miami-Dade County Dept. of Cultural Affairs Program (County) to provide technical assistance and project management given their experience managing several large scale public art commissions simultaneously. Following discussions with the County, the City Administration concluded that it was in the City's best interest to enter into an Agreement with the County to provide consulting and project management support for the implementation of the AiPP projects for the MBCC Project.

On Dec. 18, 2014, the City adopted Resolution No. 2014-28883, accepting the terms of the County's project management proposal.

A Call to Artists was issued in response 524 applications were received.

On Jan. 30, 2015, AiPP, City and County representatives met and recommended a short list of artists.

On Oct. 1, 2015, AiPP reconvened and each of the project proposals were discussed and the following artists were recommended for the MBCC Project: Franz Ackermann, SE Corner Exterior Walls; Michael Elmgreen and Ingar Dragset, Convention Center Park; Ellen Harvey, Grand Ballroom Pre-Function Room; Joseph Kosuth, West Lobby; Joep Van Lieshout, NE Park Collins Canal; and Sarah Morris, NE Corner Exterior Walls.

On Nov. 17, 2015, AiPP met and a motion passed approving the recommendation to commission the above-noted artists.

The total MBCC AiPP project is $7,530,797 and the breakdown is as follows:

Allocation for Artworks:	$ 6,300,000
Miami-Dade County Administrative Services and Projects Management:	$ 706,080
Contingency and Additional Project Expenses:	$ 524,717

Advisory Board Recommendation:

The following committees recommended in favor of the selected public art projects; Art in Public Places Professional Advisory Committee, Oct. 1, 2015; Art in Public Places Committee, Nov. 17, 2015; Design Review Board, May 3, 2016; Historic Preservation Board, May 10, 2016; and Neighborhoods/Community Affairs Committee, June 10, 2016.

Financial Information:

Source of Funds:		Amount	Account	Approved
		$7,530,797	AiPP Fund 147	
	Total	$7,530,797		
OBPI				

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Max Sklar, ext. 6116

Sign-Offs:

Department Director	Assistant City Manager	City Manager
MAS	KGB	JLM

MIAMIBEACH

AGENDA ITEM C7S

DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE SELECTION OF SIX PUBLIC ART COMMISSIONS FOR THE MIAMI BEACH CONVENTION CENTER, AS RECOMMENDED BY THE ART IN PUBLIC PLACES PROFESSIONAL ADVISORY COMMITTEE, THE ART IN PUBLIC PLACES COMMITTEE, THE NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE, AND AS APPROVED BY THE DESIGN REVIEW BOARD AND THE HISTORIC PRESERVATION BOARD; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN THE FOLLOWING NOT-TO-EXCEED AMOUNTS FOR THE DESIGN, FABRICATION, AND INSTALLATION OF ART: FRANZ ACKERMANN, $750,000; MICHAEL ELMGREEN AND INGAR DRAGEST, $1,100,000; ELLEN HARVEY, $750,000; JOSEPH KOSUTH, $2,200,000; JOEP VAN LIESHOUT, $500,000; AND SARAH MORRIS, $1,000,000.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

KEY INTENDED OUTCOME

Maximize Miami Beach as a Destination Brand.

FUNDING

Pursuant to Section 82-587 of the City Code, the "hard costs" for construction of the MBCC Project is currently estimated at $470.7 million and, based on an appropriation of one and one-half percent (1½ %) of the construction costs, funding for the AiPP projects for the MBCC Project is estimated at $7,060,797.

BACKGROUND

The MBCC Project represents the largest public art opportunity undertaken by the City of Miami Beach Art in Public Places Program to date. Given the complexity and scale of the projects, the City Administration sought guidance from Miami-Dade County Department of Cultural Affairs, Art in Public Places Program (County) to provide the technical assistance and project management given

their experience managing several large scale public art commissions simultaneously. Following discussions with the County, the City Administration concluded that it was in the City's best interest to enter into an Agreement with the County to provide consulting and project management support for the implementation of the AiPP projects for the MBCC Project.

On October 8, 2014, the AiPP Committee met and the County presented its proposal for assisting with the production of AiPP projects at the MBCC Project. Additionally, the County recommended establishing a Professional Advisory Committee (PAC) for the selection of artists for the MBCC Project, which would consist of AiPP members.

On December 4, 2014, the City of Miami Beach AiPP, in collaboration with the County, issued a request for qualifications from professional artists or artist teams to create monumental works of public art for the MBCC Project ("Call to Artists"). The deadline for artist application was January 16, 2015.

On December 18, 2014, the City Commission adopted Resolution No. 2014-28883, accepting the terms of the County's project management proposal and directing the Administration to draft an appropriate agreement based on the approved terms set forth in the County's proposal. Additionally, the City Commission adopted Resolution 2014-28884, approving and establishing the PAC for the MBCC Project, pursuant to City Code Section 86-612(c).

In response to the Call to Artists, there were five hundred and twenty four (524) applications. On January 30, 2015, the PAC, City and County representatives met, and after several rounds of review and discussion twenty-six (26) artists were recommended to develop proposals for the MBCC Project. Subsequently, nine (9) artists declined their invitation due to their schedules.

Over a series of three days, September 28 – September 30, 2015, seventeen, (17) artists presented site specific project proposals to the PAC, City and County representatives involved in the MBCC Project.

On October 1, 2015, the PAC reconvened and each of the project proposals was discussed in great detail. After nearly an hour of deliberation, the following artists were recommended for the MBCC Project:

1. Franz Ackermann (Berlin), *Southeast Corner Exterior Walls*
2. Michael Elmgreen and Ingar Dragset (London/Berlin), *Convention Center Park*
3. Ellen Harvey (Brooklyn), *Grand Ballroom Pre-Function Room*
4. Joseph Kosuth (New York/London), *West Lobby*
5. Joep Van Lieshout (Netherlands), *Northeast Park Collins Canal*
6. Sarah Morris (New York), *Northeast Corner Exterior Walls*

On November 17, 2015, AiPP met and a motion passed approving the PAC recommendation to commission the above-noted artists (Attached Exhibit A).

The overall AIPP budget for the MBCC Project is currently estimated at $7,060,797. Given the strong caliber and quality of the artists, the significance of the overall MBCC Project, and the importance of the public art component as the largest AiPP project ever undertaken in the City's history, the AIPP Committee recommended increasing the project budget by an additional $470,000 from AiPP Fund 147. These monies may only be spent on AiPP projects within the City Center RDA, where the MBCC Project is located. The additional allocation enhances the scale of the project for the Northeast Park Collins Canal, ensures there are sufficient amounts available to

cover project expenses, the County's administrative fees, and contingency.

At its meeting on January 19, 2016, a motion was passed by the AiPP Committee to allocate $470,000 from existing AiPP Fund 147 increasing the total MBCC project to $7,530,797. The total budget allocation for each artist is noted as follows:

Artist	***Project Location***	***Estimated budget***
Franz Ackermann	Southeast Corner Exterior Walls	*$ 750,000*
Michael Elmgreen and Ingar Dragset	Convention Center Park	*$ 1,100,000*
Ellen Harvey	Grand Ballroom Pre-Function Room	*$ 750,000*
Joseph Kosuth	West Lobby	*$ 2,200,000*
Joep Van Lieshout	Northeast Park Collins Canal	*$ 500,000*
Sarah Morris	Northeast Corner Exterior Walls	*$ 1, 000,000*
Total Allocation for Artwork		*$ 6,300,000*

Allocation for Artworks:	**$ 6,300,000**
Miami-Dade County Administrative Services and Projects Management:	**$ 706,080**
Contingency and Additional Project Expenses:	**$ 524,717**
TOTAL PROJECT BUDGET:	**$ 7,530,797**

The Administration supports the AIPP Committee's above recommendations as to the artists, the individual projects and estimated budgets, and the overall AIPP Project budget allocations.

At its May 3, 2016 meeting, the Design Review Board (DRB) approved, at the required public hearing, the six proposed AiPP projects for the MBCC Project as to location, footprint, relationship to context, and the use of physically and aesthetically durable materials for its construction and other relevant factors in considering its approval. Additionally, Sarah Morris's proposal for the Northeast Exterior Walls, as this project is partially located within the Collins Park Historic District was reviewed and approved by the Historic Preservation Board, at the required public hearing, on May 10, 2016.

Attached is the DRB presentation (Exhibit B) which provides the following:

- Artist Biographies
- Artist Statements
- Images of proposed artwork at locations with dimensions
- Images of other completed public art projects by the artists

NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE REVIEW

On June 10, 2016, the Neighborhoods and Community Affairs Committee discussed the AiPP's recommendation and solicited comments from members of the public present. At the conclusion of their discussion they passed a motion accepting the Art in Public Places Committee's recommendation.

PROJECTED TIMELINE

If approved by the City Commission at the July 13, 2016, meeting, the City will immediately finalize a contract with the six aforementioned Artists who have proposed installation to coincide with the projected completion of the MBCC Project.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the selection of six public art commissions for the MBCC Project, as recommended by the Art in Public Places Professional Advisory Committee, the Art in Public Places Committee, the Neighborhoods/Community Affairs Committee, and as approved by the Design Review Board and the Historic Preservation Board; and further authorize the City Manager to execute professional service agreements in the following not-to-exceed amounts for the design, fabrication and installation of works of art: Franz Ackermann, $750,000; Michael Elmgreen and Ingar Dragset, $1,100,000; Ellen Harvey, $750,000; Joseph Kosuth, $2,200,000; Joep Van Lieshout, $500,000; and Sarah Morris, $1,000,000.

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE SELECTION OF SIX PUBLIC ART COMMISSIONS FOR THE MIAMI BEACH CONVENTION CENTER, AS RECOMMENDED BY THE ART IN PUBLIC PLACES PROFESSIONAL ADVISORY COMMITTEE, THE ART IN PUBLIC PLACES COMMITTEE, THE NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE, AND AS APPROVED BY THE DESIGN REVIEW BOARD AND THE HISTORIC PRESERVATION BOARD; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN THE FOLLOWING NOT-TO-EXCEED AMOUNTS FOR THE DESIGN, FABRICATION, AND INSTALLATION OF ART: FRANZ ACKERMANN, $750,000; MICHAEL ELMGREEN AND INGAR DRAGEST, $1,100,000; ELLEN HARVEY, $750,000; JOSEPH KOSUTH, $2,200,000; JOEP VAN LIESHOUT, $500,000; AND SARAH MORRIS, $1,000,000.

WHEREAS, pursuant to Section 82-587 of the City Code, the "hard costs" for construction of the Miami Beach Convention Center Expansion and Renovation Project ("MBCC Project") is currently estimated at $470.7 million and, based on an appropriation of one and one half percent (1½ %) of the construction costs, funding for the Art in Public Places (AiPP) projects for the MBCC Project is estimated at $7,060,797; and

WHEREAS, the MBCC Project represents the largest public art opportunity undertaken by the City of Miami Beach Art in Public Places Program to date; and

WHEREAS, given the complexity and scale of the projects, the City Administration sought guidance from Miami-Dade County Department of Cultural Affairs, Art in Public Places Program (County) to provide technical assistance and project management, and

WHEREAS, on October 8, 2014, the AiPP Committee and the County presented its proposal for assisting with the production of AiPP projects and recommended establishing a Professional Advisory Committee ("PAC") for selection of artists for the MBCC Project; and

WHEREAS, on December 4, 2014, the City of Miami Beach AiPP, in collaboration with the County, issued request for qualifications from professional artists or artists teams to create monumental works of public art for the MBCC Project ("Call to Artists"); and

WHEREAS, on December 18, 2014, the City Commission adopted Resolution No. 2014-28883, accepting the terms of the County's project management proposal and directing the Administration to draft an appropriate agreement based on the approved terms set forth in the County's proposal; and additionally, adopted Resolution No. 2014-28884, approving and establishing the PAC for the MBCC Project, pursuant to City Code Section 86-612(c); and

WHEREAS, in response to the Call to Artists, there were five hundred and twenty four (524) applications; and

WHEREAS, on January 30, 2015, the PAC, City and County representatives met, and after several rounds of review and discussion, twenty-six (26) artists were recommended to develop proposals for the MBCC Project, and subsequently, nine (9) artists declined the invitation due to their schedules; and

WHEREAS, over a series of three days, September 28 – September 30, 2015, seventeen (17) artists presented site specific project proposals to the PAC, City and County representatives involved in the MBCC Project; and

WHEREAS, on October 1, 2015, the PAC reconvened and each of the project proposals was discussed in great detail and the following artists were recommended to develop proposals for the MBCC Project: Franz Ackermann, Southeast Corner Exterior Walls; Michael Elmgreen and Ingar Dragset, Convention Center Park; Ellen Harvey, Grand Ballroom Pre-function Room; Joseph Kosuth, West Lobby; Joep Van Lieshout, Northeast Park Collins Canal; and Sarah Morris, Northeast Corner Exterior Walls; and

WHEREAS, on November 17, 2015, AiPP met and a motion passed approving the PAC recommendation to commission the above-noted artists; and

WHEREAS, the overall AiPP budget for the MBCC Project is currently estimated at $7,060,797, and given the significance of the overall MBCC Project, and the importance of the public art component, on January 19, 2016, the AiPP Committee also recommended allocating an additional $470,000 from AiPP Fund 147 that may only be spent on AiPP projects within the City Center RDA where the MBCC Project is located, for a total proposed budget of $7,530,796; and

WHEREAS, the proposed total budget is $7,530,797, with $6,300,000 committed for direct commissioning of works, $706,080 for County administrative services, and the balance of $524,777 for City contingency and additional project expenses, with any amounts remaining at the conclusion of the Project to remain within the AiPP fund; and

WHEREAS, on May 3, 2016, the Design Review Board (DRB) reviewed and recommended approval of the six AiPP projects for the MBCC Project; and

WHEREAS, on May 10, 2016, the Historic Preservation Board (HPB) reviewed and recommended approval of the Sarah Morris proposal for the North East Exterior Walls, as this project is partially located within the Collins Park Historic District; and

WHEREAS, on June 10, 2016, the Neighborhoods/Community Affairs Committee (NCAC) reviewed and recommended approval of the six AiPP projects for the MBCC Project; and

WHEREAS, the Administration concurs with the respective recommendation of the six projects by the PAC, AiPP and the NCAC, and as approved by the DRB and HPB, and further recommends that the Mayor and City Commission approve such projects and authorize the City Manager to negotiate and execute an agreement with the artists, Franz Ackermann, Michael Elmgreen and Ingar Dragest, Ellen Harvey, Joseph Kosuth, Joep Van Lieshout, and Sarah Morris, for design, fabrication, and installation of art; and

WHEREAS, funding is available from Fund No. 147 – Art in Public Places.

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 selection of six public art commissions for Miami Beach Convention Center, as recommended by Art in Public Places Professional Advisory Committee, the Art in Public Places Committee, the Neighborhoods/Community Affairs Committee, and as approved by the Design Review Board and the Historic Preservation Board; and authorizing the City Manager to execute a professional services agreement in the following not-to-exceed amounts for the design, fabrication and installation of art: Franz Ackermann, $750,000; Michael Elmgreen and Ingar Dragset, $1,100,000; Ellen Harvey, $750,000; Joseph Kosuth, $2,200,000; Joep Van Lieshout, $500,000; and Sarah Morris, $1,000,000.

PASSED and **ADOPTED** this _____ day of July, 2016.

_____
MAYOR

ATTESTED BY:

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

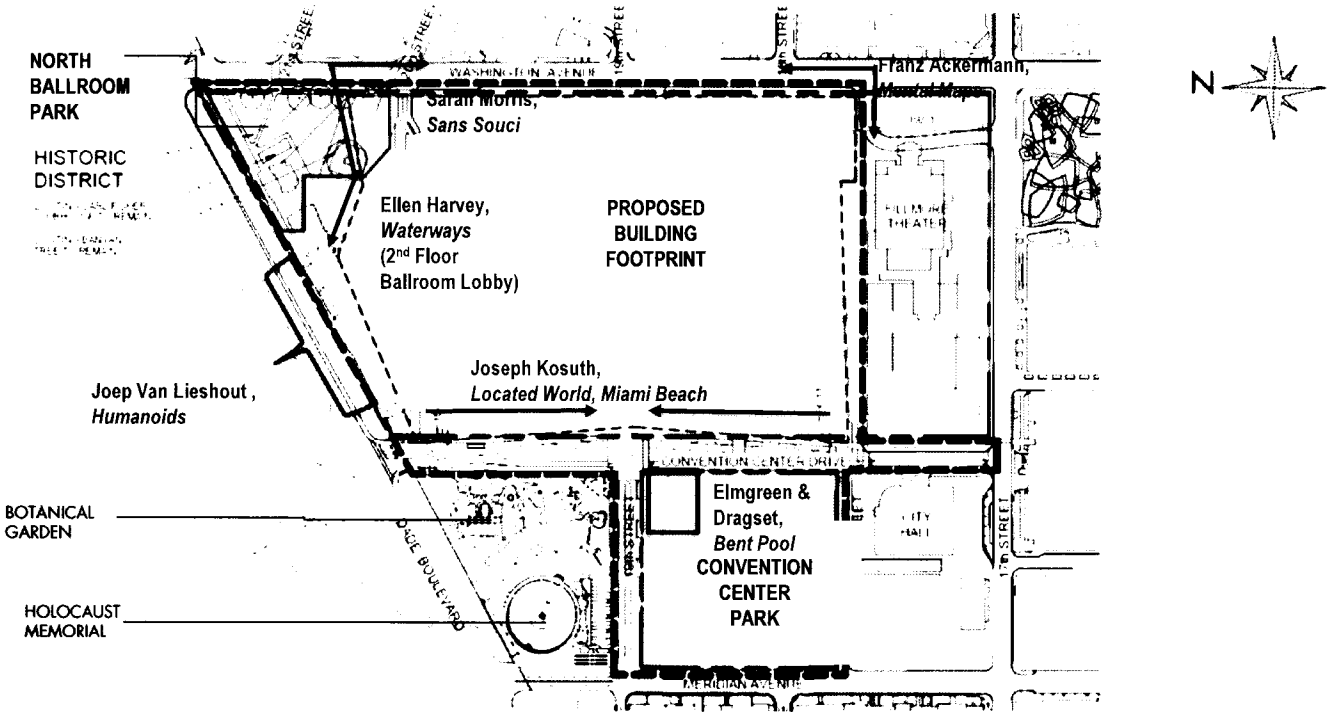
City Attorney RAP 6/7/16 Date

EXHIBIT A

MBCC Project AiPP Recommendations

- Unique works of art by six world renowned contemporary artists
- Integrated with architecture and landscape - Interior and Exterior Works
- Dimensions as provided by artist in design development drawings
- All materials must be approved by an art conservation specialist familiar with marine grade environment
- All exterior works will have graffiti protective coating

SITE PLAN


NORTH BALLROOM PARK
HISTORIC DISTRICT
Sarah Morris, *Sans Souci*
Ellen Harvey, *Waterways* (2nd Floor Ballroom Lobby)
PROPOSED BUILDING FOOTPRINT
Franz Ackermann, *Mental Maps*
Joseph Kosuth, *Located World, Miami Beach*
Joep Van Lieshout, *Humanoids*
BOTANICAL GARDEN
HOLOCAUST MEMORIAL
Elmgreen & Dragset, *Bent Pool*
CONVENTION CENTER PARK
N

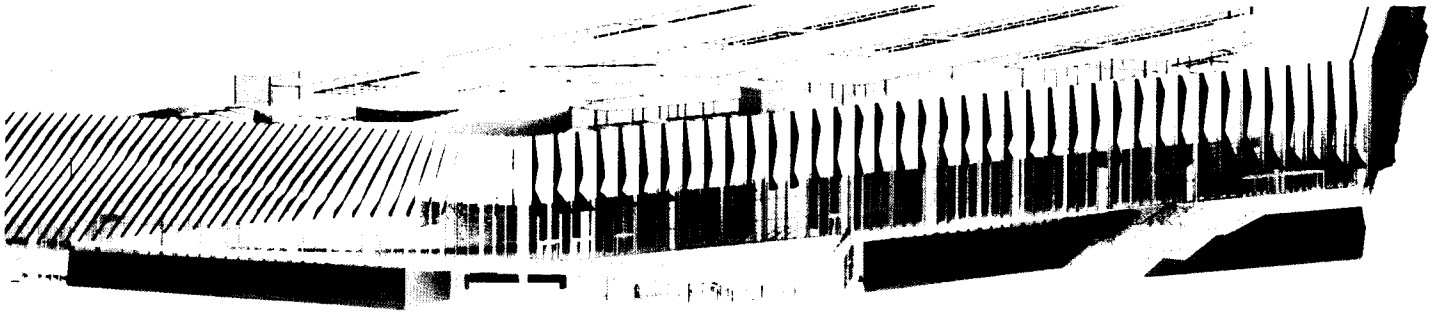
[illegible] (WORKING TITLE), PROJECT BUDGET $1.1M

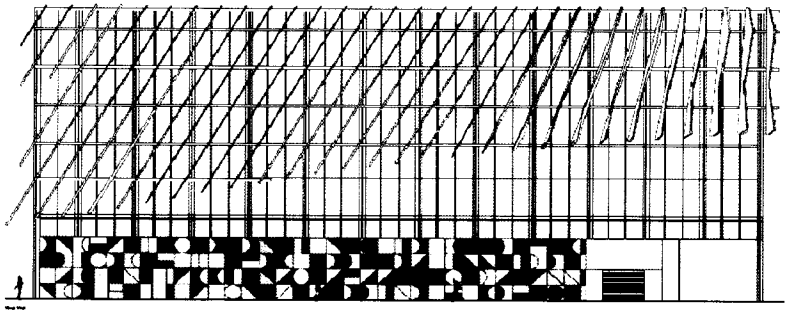
[illegible] RVATOR

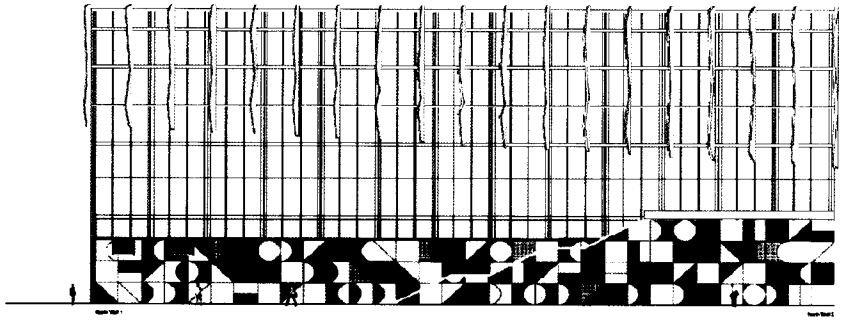
NORTHEAST CORNER EXTERIOR WALLS

SARAH MORRIS, *SANS SOUCI*, PROJECT BUDGET $1M

PAINTED PORCELAIN TILE ON WALL



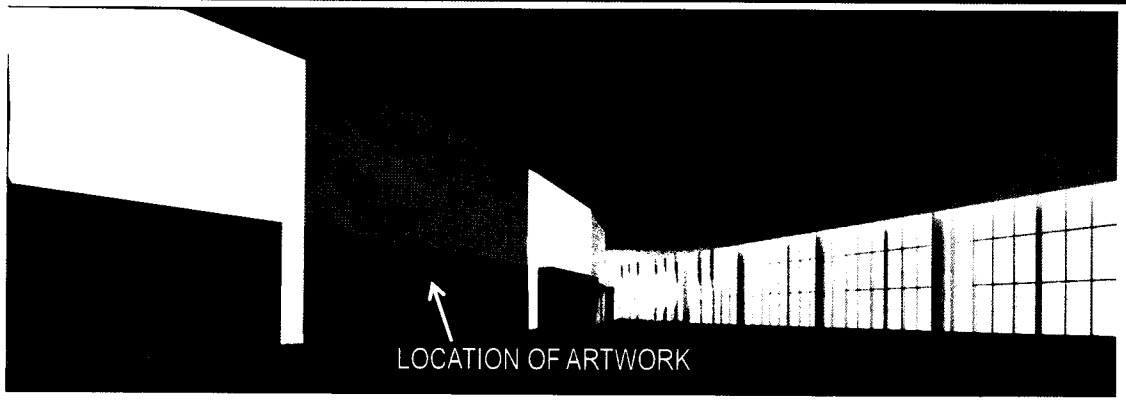


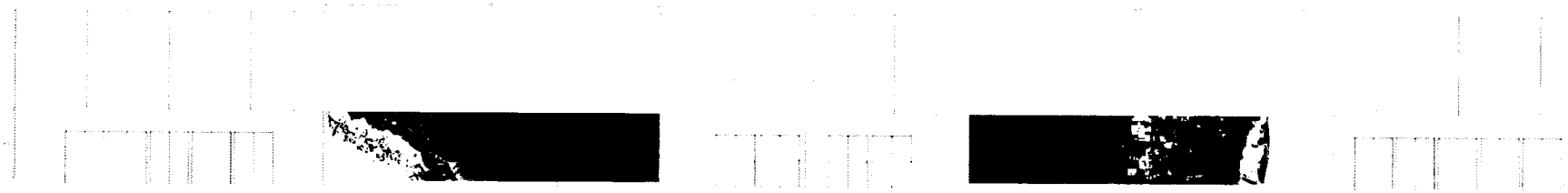


GRAND BALLROOM PRE-FUNCTION ROOM

ELLEN HARVEY, *WATERWAYS*, PROJECT BUDGET $750,000

CUSTOM FABRICATED MIRRORED GLASS TILES

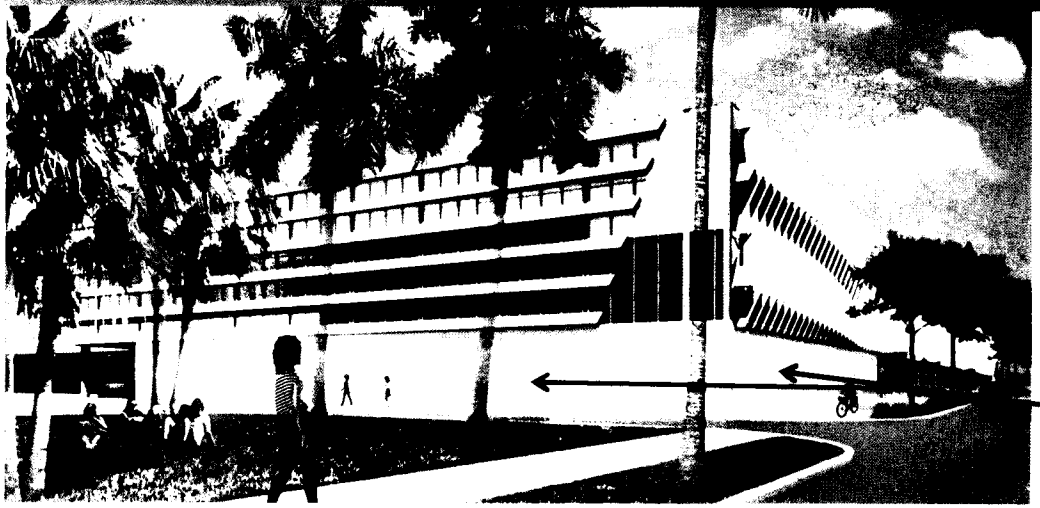




SOUTHEAST CORNER EXTERIOR WALLS

FRANZ ACKERMANN, *MENTAL MAPS*, PROJECT BUDGET $750,000

PAINT ON WALL

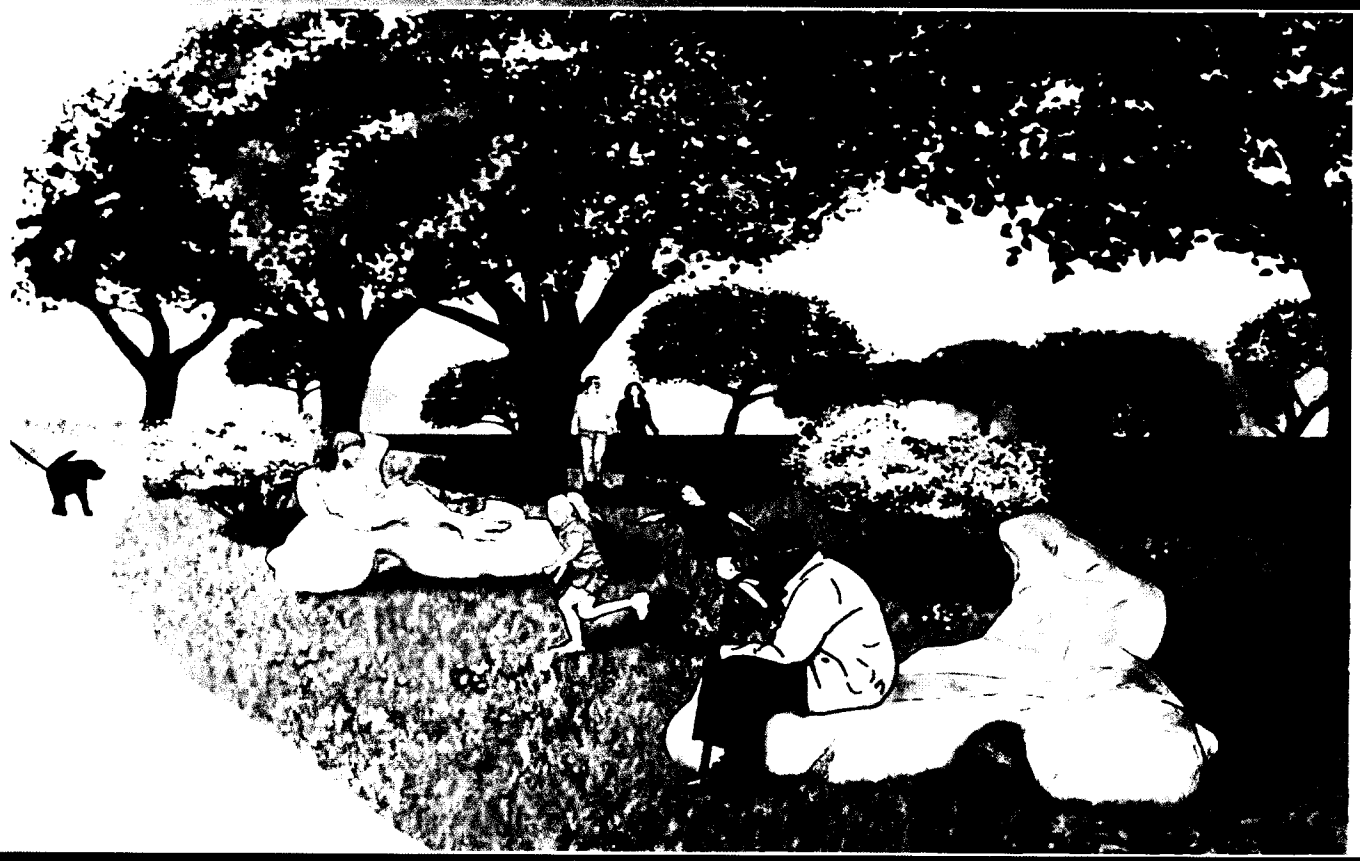


LOCATION OF ARTWORK

NORTH [illegible] COLLINS CANAL

JORDAN [illegible] MANGOES, PROJECT BUDGET $500,000

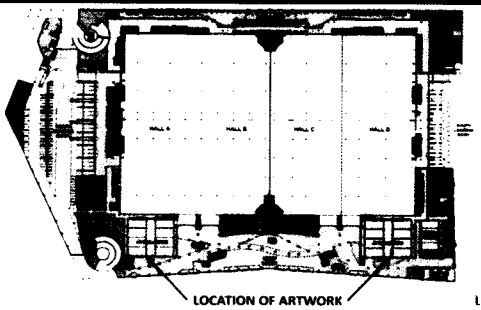
MATERIALS [illegible] WITH ART CONSERVATOR



WEST LOBBY ENTRANCE

JOSEPH KOSUTH, *LOCATED WORLD, MIAMI BEACH*, PROJECT BUDGET $2.2M

TEXT PANELS WITH NEON



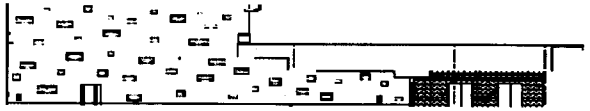
Joseph Kosuth 'Located World. Miami Beach', 2015

Production Proposal: Text Panels with Neon

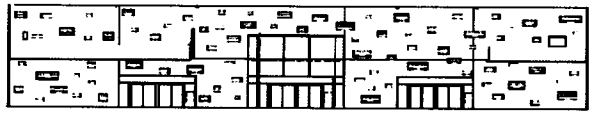
North & South Jr. Ballroom Walls

Jr. Ballroom North - West Elevation

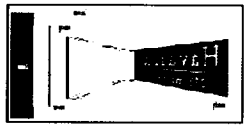
Jr. Ballroom North - South Elevation



Jr. Ballroom South - West Elevation



Jr. Ballroom South - North Elevation



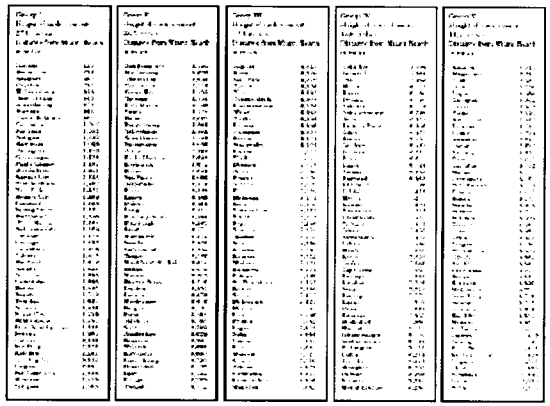


EXHIBIT B

City of Miami Beach Convention Center
Art in Public Places Recommendations

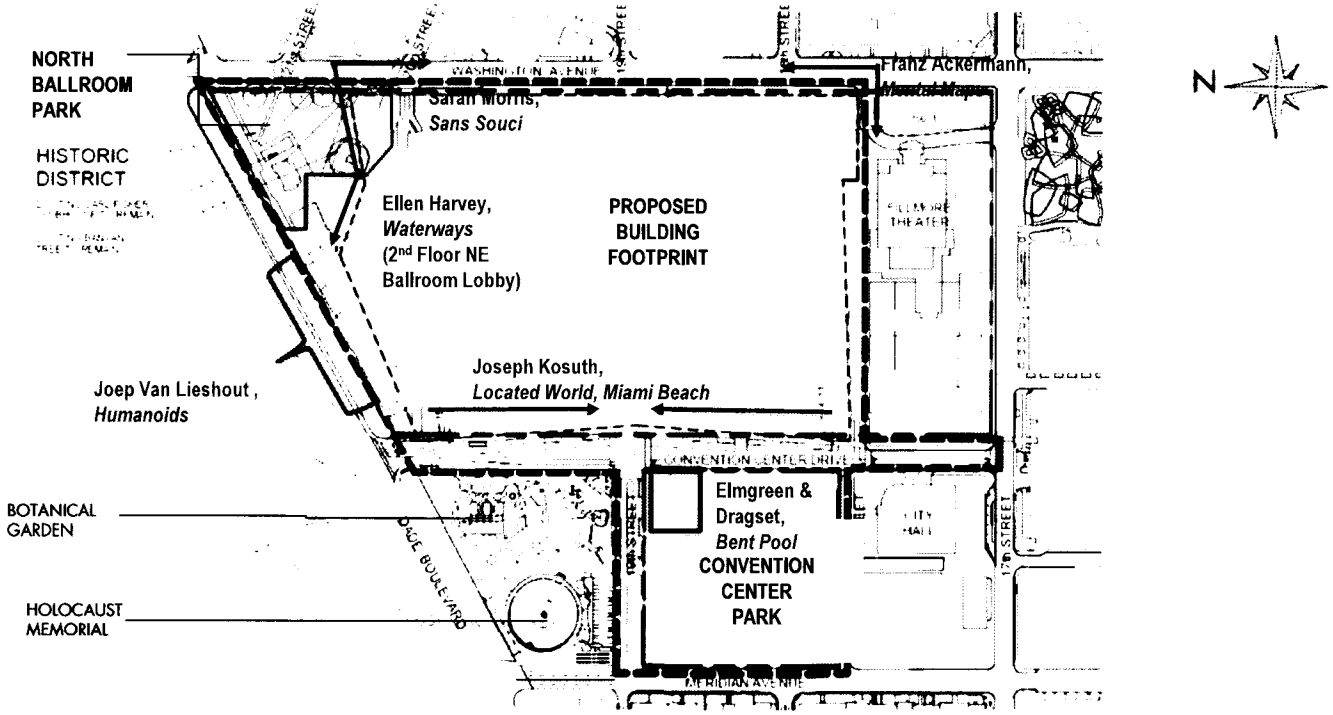
Design Review Board Presentation

May 3, 2016

PROJECT SCOPE

- ***Six Artistic Interventions for the Miami Beach Convention Center Expansion and Renovation Project***
  - Unique works of art by six world renowned contemporary artists
  - Integrated with architecture and landscape of Miami Beach Convention Center- Interior and Exterior Works
  - Dimensions as provided by artist in design development drawings
  - All materials must be approved by an art conservation specialist familiar with marine grade weather environments
  - All exterior works will have graffiti protective coating

SITE PLAN


NORTH BALLROOM PARK
HISTORIC DISTRICT
Sarah Morris, *Sans Souci*
Ellen Harvey, *Waterways* (2nd Floor NE Ballroom Lobby)
PROPOSED BUILDING FOOTPRINT
Franz Ackermann, *Mental Maps*
Joseph Kosuth, *Located World, Miami Beach*
Joep Van Lieshout, *Humanoids*
BOTANICAL GARDEN
HOLOCAUST MEMORIAL
Elmgreen & Dragset, *Bent Pool*
CONVENTION CENTER PARK
WASHINGTON AVENUE
CONVENTION CENTER DRIVE
MERIDIAN AVENUE
DADE BOULEVARD
10th STREET
12th STREET
FILLMORE THEATER
CITY HALL
N

ELMGREEN & DRAGSET

Michael Elmgreen (b. 1961, Copenhagen) and Ingar Dragset (b. 1969, Trondheim) are based in Berlin and have worked together as an artist duo since 1995. They have held solo exhibitions worldwide, including at PLATEAU, Samsung Museum of Art, Seoul; National Gallery of Denmark, Copenhagen; Astrup Fearnley Museet, Oslo; Victoria and Albert Museum, London; Museum Boijmans van Beuningen, Rotterdam; ZKM Museum of Modern Art, Karlsruhe; MUSAC, León; The Power Plant, Toronto; Serpentine Gallery, London; Tate Modern, London; and Kunsthalle Zürich. They have participated in the Liverpool, Singapore, Moscow, Gwangju, São Paulo, Istanbul, and Berlin biennials and received a special mention for their exhibition "The Collectors", Nordic and Danish Pavilions, 53rd Venice Biennale (2009). They were shortlisted for the Hugo Boss Prize, Guggenheim Museum, New York (2000) and won the Preis der Nationalgalerie, Hamburger Bahnhof, Berlin (2002). In 2012 Elmgreen & Dragset were selected for London's Fourth Plinth Commission in Trafalgar Square. www.elmgreen-dragset.com

Artist Statement *Bent Pool* (Working Title), 2015

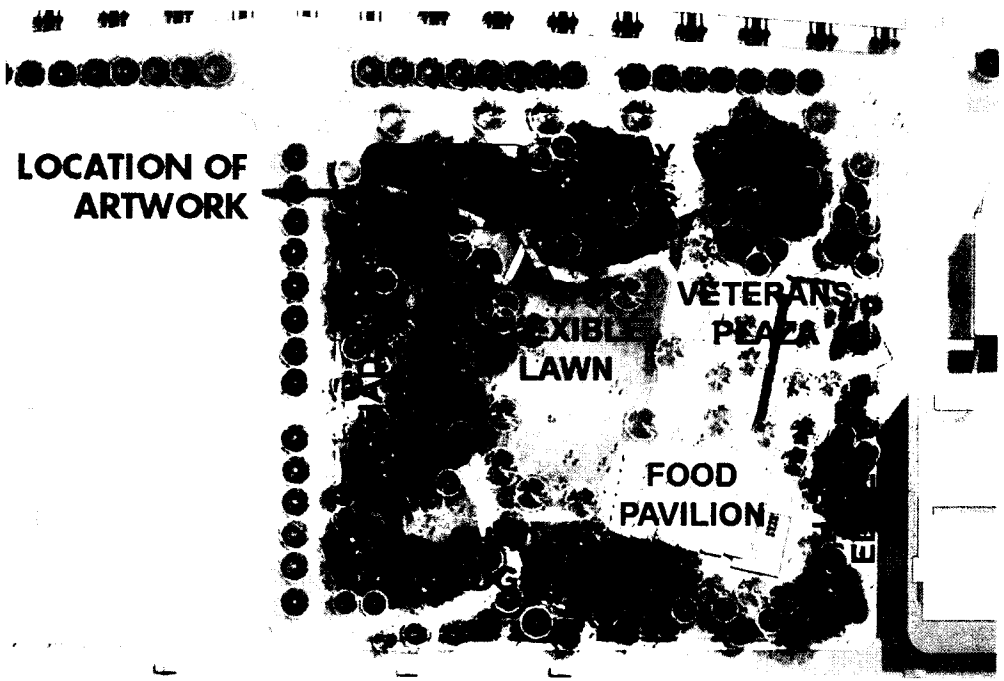
"We often reconfigure the aesthetics and contexts of familiar spaces and objects to challenge people's perceptions of them, so that they can experience them in new ways. Our artistic practice encompasses public works, sculptures, performances, and large-scale installations that often emphasize the everyday or the insignificant, especially within our ongoing investigations of the physical and social conventions of urban squares and parks, and of public institutions such as museums, hospitals, waiting rooms, prisons, and airports. We compare these public places with people's domestic and private spheres, in which we all live out our own individual lifestyles and desires.

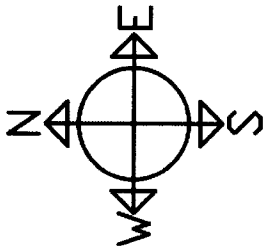
With *Bent Pool,* we again confront the conventional sculptural traditions of what an outdoor sculpture can be. Whereas public sculptures often commemorate historic events in a heroic way, this work turns an everyday domestic object into a monumental arch: a swimming pool, modified in its design and isolated from its functional context."

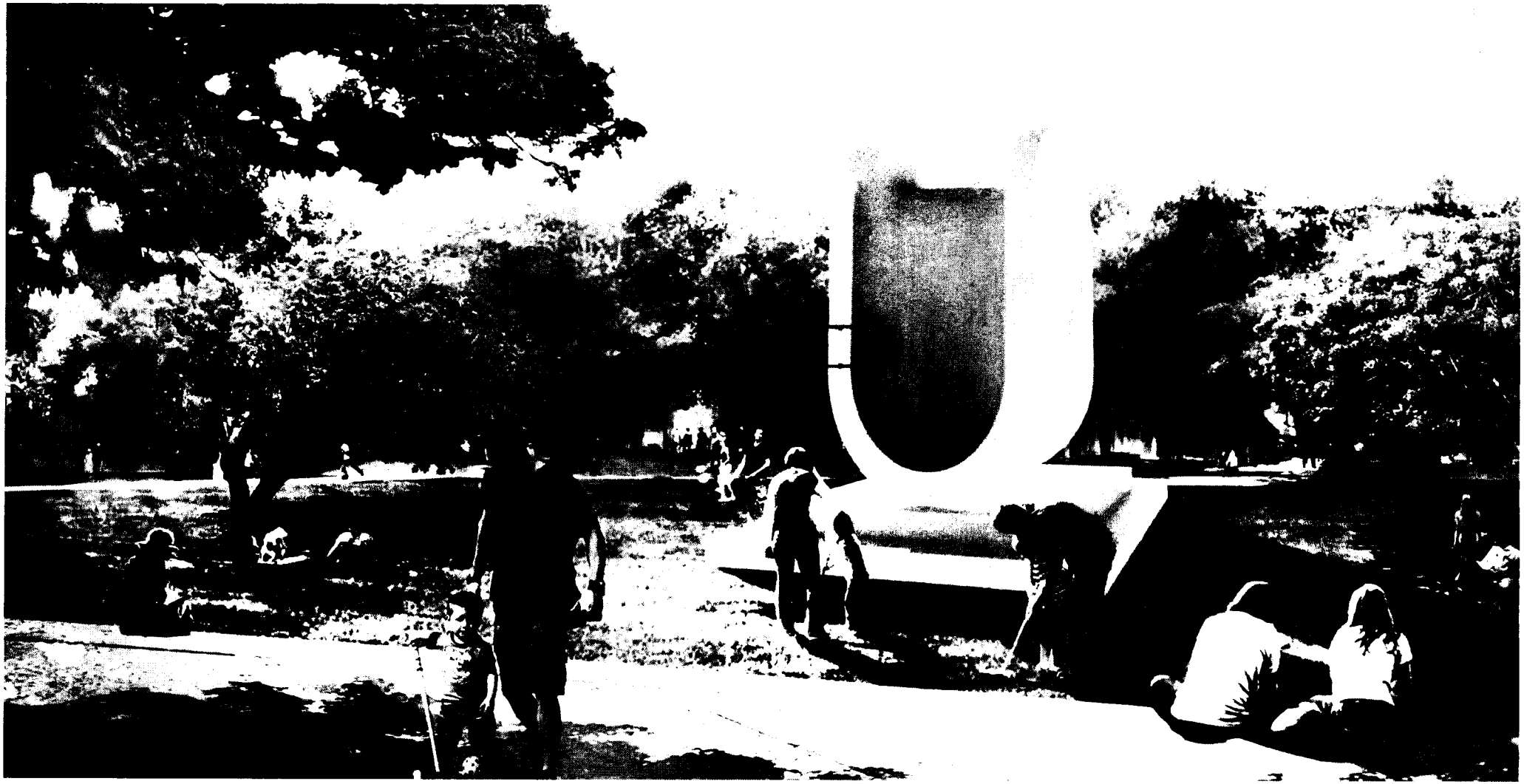
MONUMENTAL EXTERIOR WORK

ELMGREEN AND DRAGSET, *BENT POOL (WORKING TITLE)*

MATERIALS TBD IN CONSULTATION WITH ART CONSERVATOR





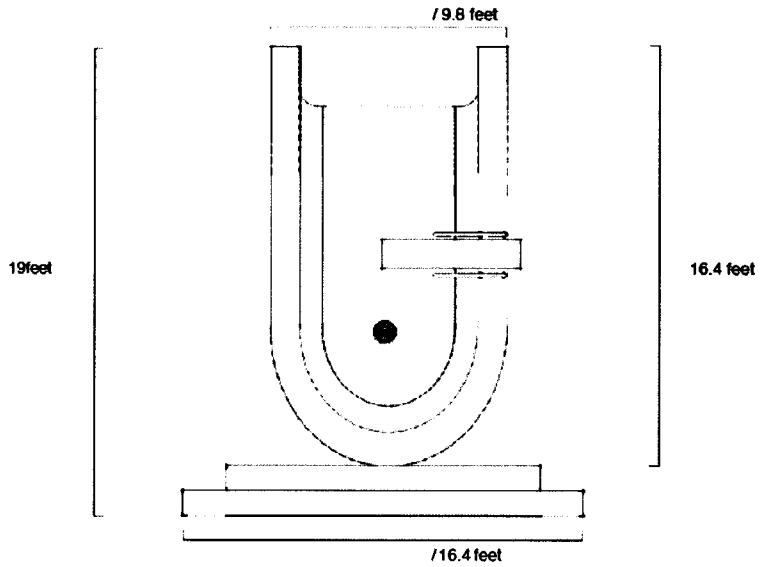


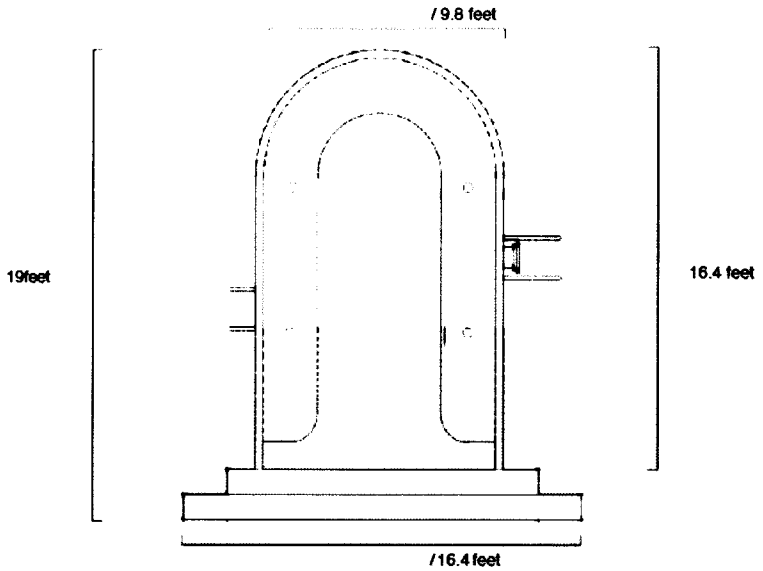
OVERALL MEASUREMENTS:
Approx. 19' x 16.4' x 16.4'

MATERIALS:
Preferably fiber glass or aluminum with inner steel construction; stainless steel ladder and pool lamps
- to be confirmed

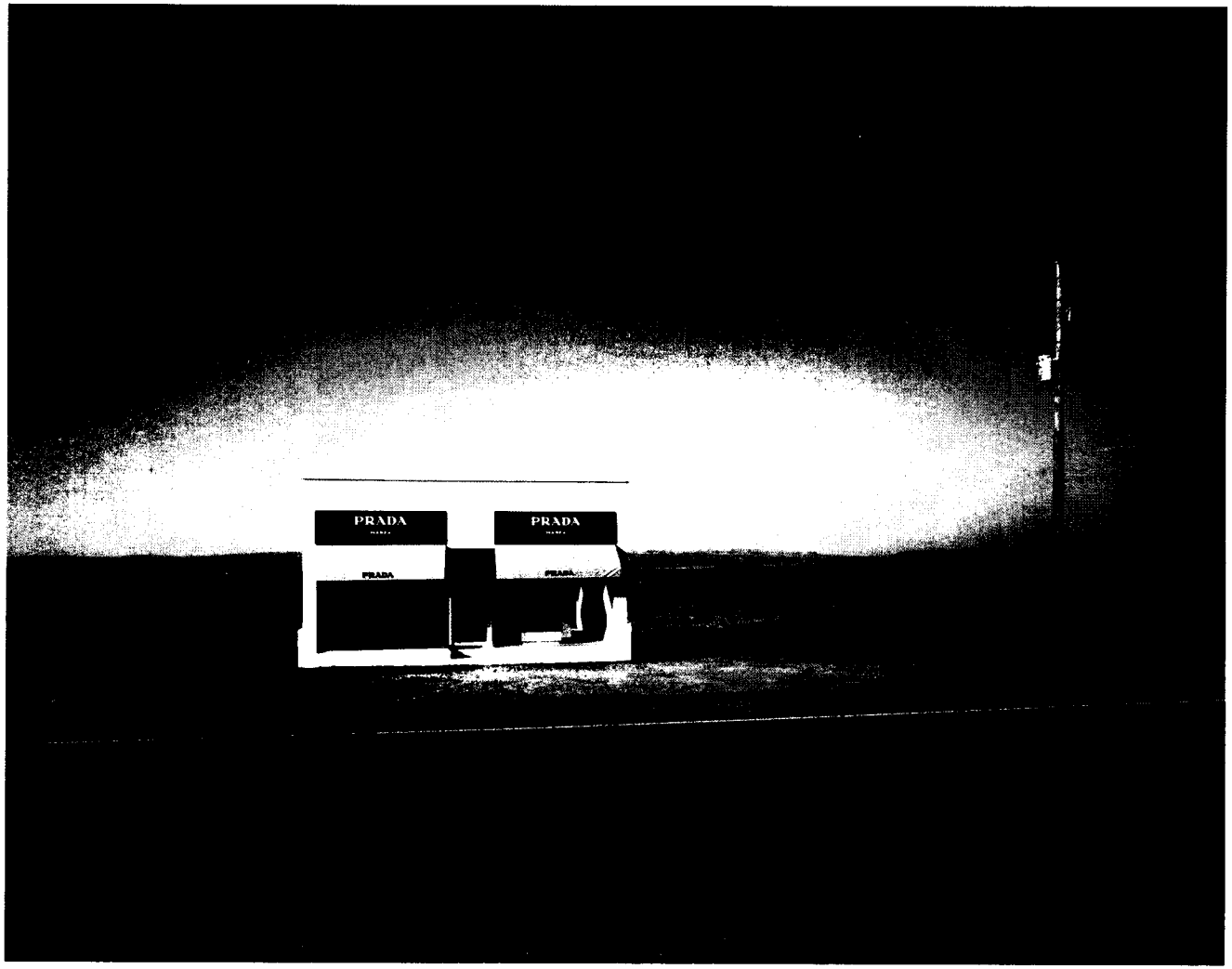
The pool should be mounted on a two tier plinth, that contains and conceals the support structure. An electrical power source will be necessary to light the inside of the pool throughout the night

MAINTENANCE:
Weekly cleaning of the pool, or more frequently depending on the city's fountain cleaning plan
Cleaning of the whole sculpture with water every six months, depending on the environmental conditions





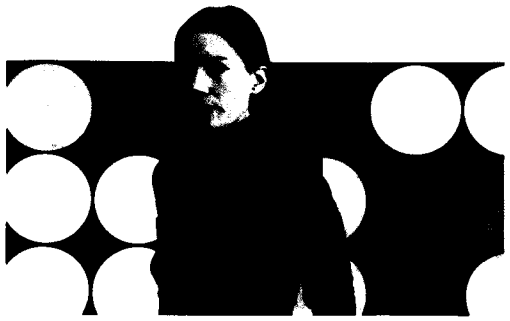
Elmgreen & Dragset
Powerless Structures, Fig. 101, 2012, Fourth Plinth, London



Elmgreen & Dragset
Prada, Marfa, Texas, 2005

SARAH MORRIS

Sarah Morris was born in 1967 in the UK. She studied at Brown University (1985–89) and Jesus College, Cambridge University (1987–88) before completing the Whitney Museum of American Art Independent Study Program (1989–90). She received the American Academy Berlin Prize Fellow (1999-2000) and Joan Mitchell Painting Award (2001-02). Morris has had numerous international solo exhibitions including Museum of Modern Art, Oxford (1999); Kunsthalle Zürich (2000); Hamburger Bahnhof – Museum für Gegenwart, Berlin (2001); Moderna Museet, Stockholm (2005); Palais de Tokyo, Paris (2005); Museum Boijmans van Beuningen, Rotterdam (2006); Fondation Beyeler, Rienhen/Basel (2008); Lenbachaus, Munich (2008); Museo d'Arte Moderna di Bologna (2009); Museum für Moderne Kunst, Frankfurt am Main (2009); Wexner Centre for the Arts, Columbus, Ohio (2012); Musée National Fernand Léger, Biot (2012); Kunsthalle Bremen, Bremen (2013); M Museum, Leuven (2015). www.sarah-morris.info



Artist Statement *Sans Souci*, 2015

Sans Souci, is a vibrant site-specific artwork by Sarah Morris, providing an evolving spectrum of color and geometry that invites the viewer to reflect upon the concepts of motion, scale, light and social space through the use of organic and geometric forms. The artwork, with over 5,000 sq. ft. of exterior wall space, will be custom fabricated porcelain tile on wall.

Located on the Northeast exterior walls of the Miami Beach Convention Center, *Sans Souci* connects the passer-by, whether they are on foot or in a car, with the architecture of the building and the city at large.

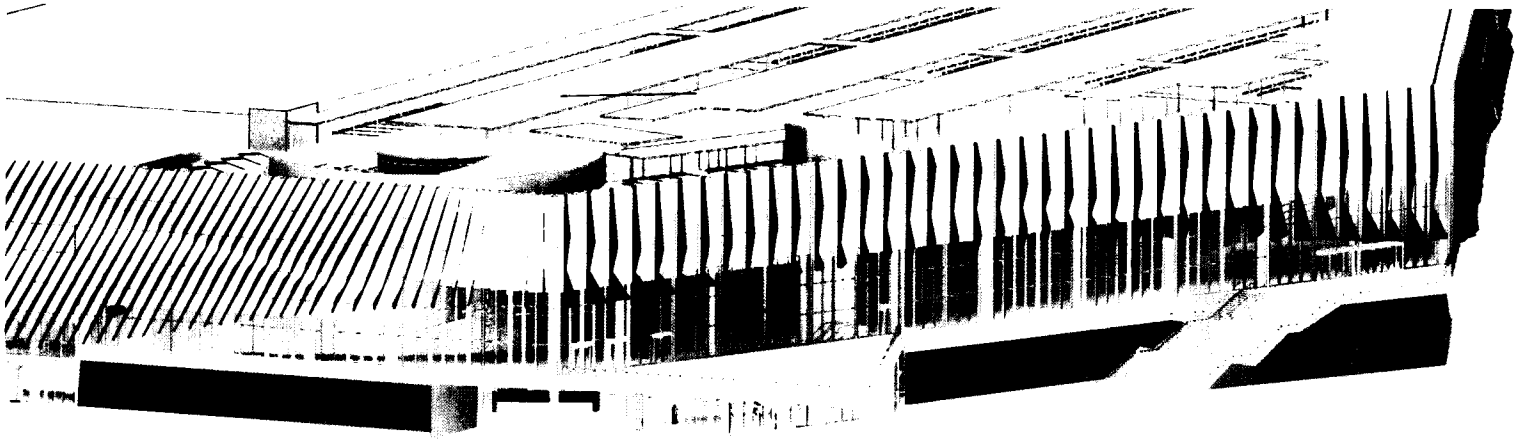
The forms in the wall painting create a tempo, a joining of time and space, crystalized into color. Morris's longstanding practice employs the psychological and visceral properties of color in her paintings, and a fictional cinematic space produced by documenting reality in her films. Throughout her practice, Morris has focused upon the idea of mapping the city and the fragmentary path of the individual with virtual diagrams of architecture and movement.

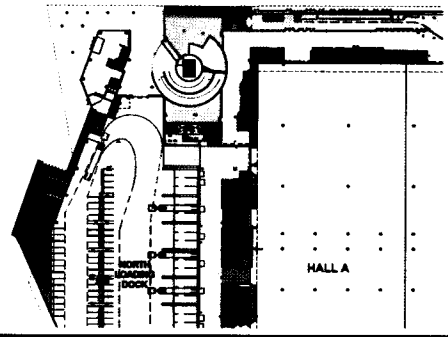
Miami and most importantly the City of Miami Beach have long been the subjects of focused interest for Morris. She made her third film titled "Miami" in 2002, which was prominently exhibited at City of North Miami MoCA that same year. Her simultaneous series of paintings focused on Miami's past and present. Florida's history in relation to tourism, leisure, architecture, industry, the American dream and politics are rich subjects for Morris's interest. *Sans Souci* references Morris Lapidus' s first architectural work in 1949 outside of his interior designs.

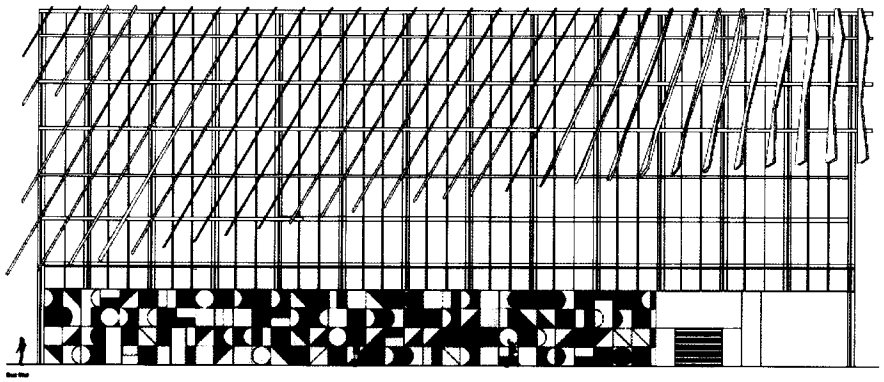
NORTHEAST EXTERIOR WALLS

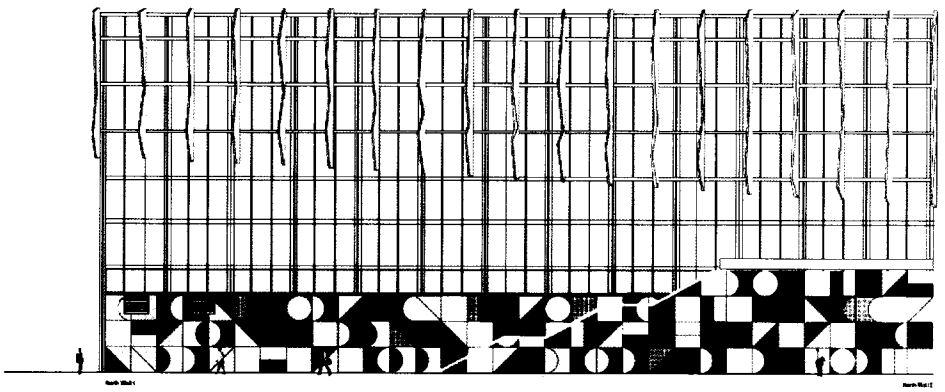
SARAH MORRIS, *SANS SOUCI*

PAINTED PORCELAIN TILE ON WALL







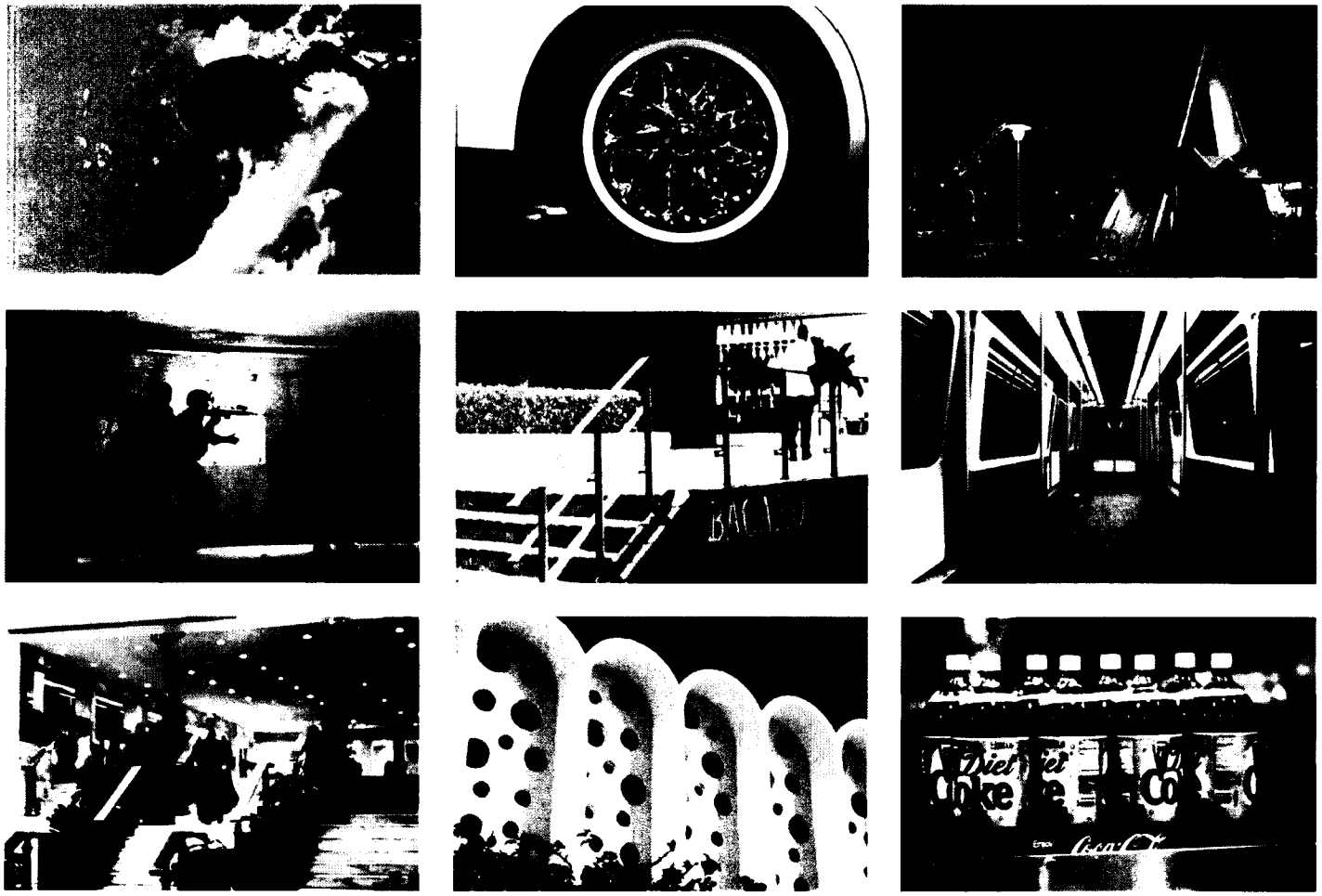


467

Dimensions:
East Wall 16' x 129'
North Wall (1) 17' x 122'
North Wall (2) 22' x 105'

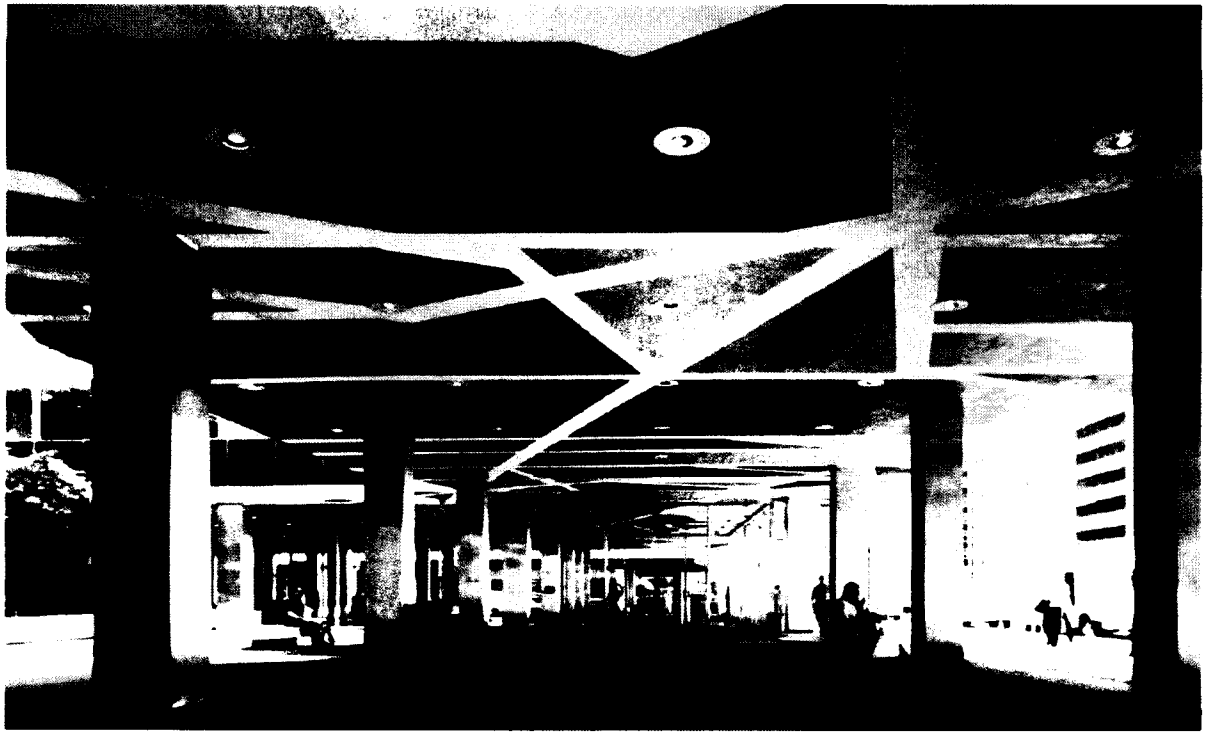
"Sans Souci"

0500-N	1555-R80B
9000-N	0540-G80Y
0530-B10G	0560-G80Y
4055-R70B	7020-G



Sarah Morris: Reference Images

Images (left to right): Two Film Stills from Sarah Morris's 'Miami', 2002; Morris Lapidus Shade Pavillion; Four Film Stills from Sarah Morris's 'Miami', 2002; Fontainebleau Hotel; Film Still from Sarah Morris's 'Miami', 2002



Sarah Morris
"Robert Towne"
2006
Household gloss paint on wall
120 ft x 200 ft
Site-specific installation
Collection of Aby Rosen, Lever House, New York

Sarah Morris
Big Ben, 2012, London Underground, Gloucester Road Station, London

ELLEN HARVEY

Ellen Harvey is a Brooklyn-based British-born artist. She has exhibited extensively in the U.S. and internationally and was included in the 2008 Whitney Biennial. She studied at Harvard, Yale Law School and the Whitney Independent Study Program. She has completed commissions for New York Percent For Art, New York Arts in Transit, the Philadelphia International Airport, the Chicago Transit Authority, the Flemish National Architect and the Federal Art in Architecture program. Recent exhibitions include The Unloved at the Groeninge Museum, Belgium (2014); The Alien's Guide to the Ruins of Washington DC at the Corcoran Gallery (2013) and The Nudist Museum at the Bass Museum (2010). She has been the subject of several books, including a new monograph, Ellen Harvey: Museum of Failure, published by Gregory R. Miller & Co. this year. Harvey's Metal Painting and Museum of Ornamental Leaves are currently on view in Philadelphia at the Barnes Foundation and Locks Gallery, respectively. www.ellenharvey.info

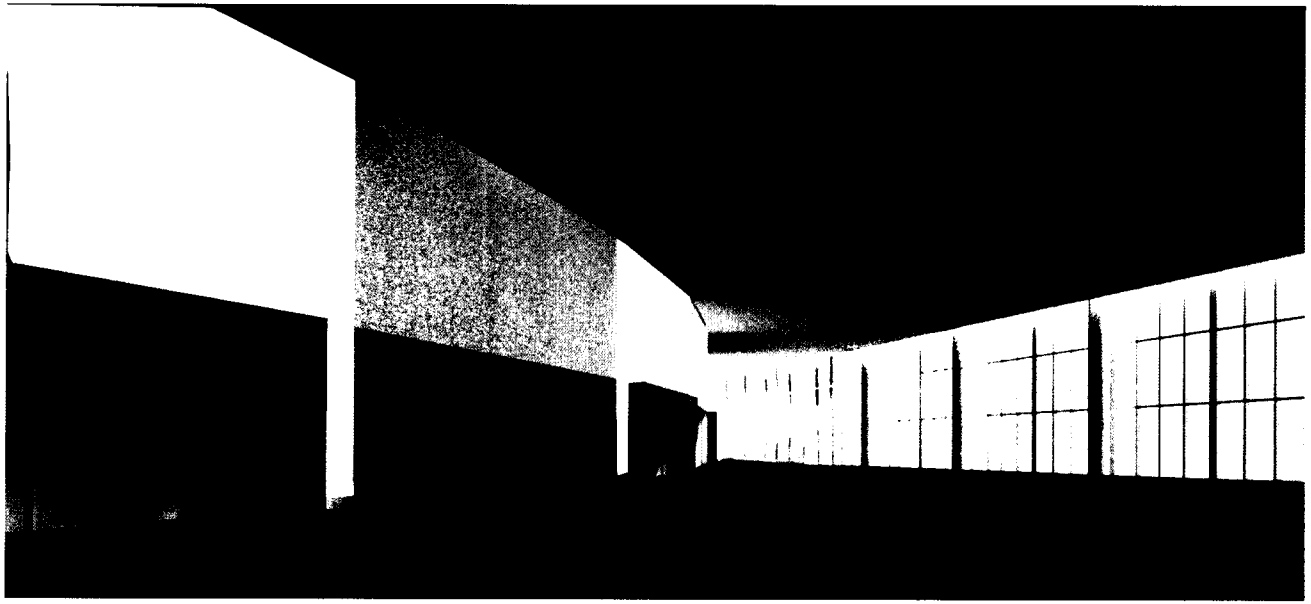
Artist Statement *Waterways*, 2015

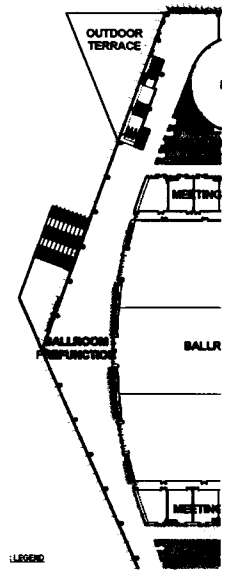
Waterways is directly inspired by Miami Beach's unique connection to the many bodies of water that nourish the larger Florida ecosystem. Visitors to the Miami Beach Convention Center's Pre-Function Room will see themselves reflected in a 1,000 sq. ft. watery hand-made mirror engraved with a shimmering drawing of the waterways connecting Miami Beach both to the Bay of Biscayne and the Atlantic Ocean and to the great watershed of the Everglades, leading all the way to the Gulf of Mexico. The map highlights the beautiful and sometimes fraught intersections between the natural and the manmade that together create a landscape unlike any other. It shows what makes the city special and beautiful and it does so in a way that in turn creates a thought-provoking and seductive experience for visitors to the Miami Beach Convention Center.

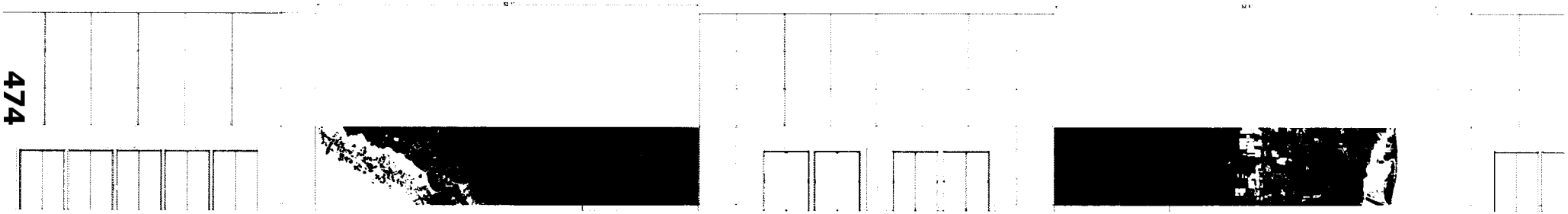
GRAND BALLROOM PRE-FUNCTION-ROOM

ELLEN HARVEY *WATERWAYS*

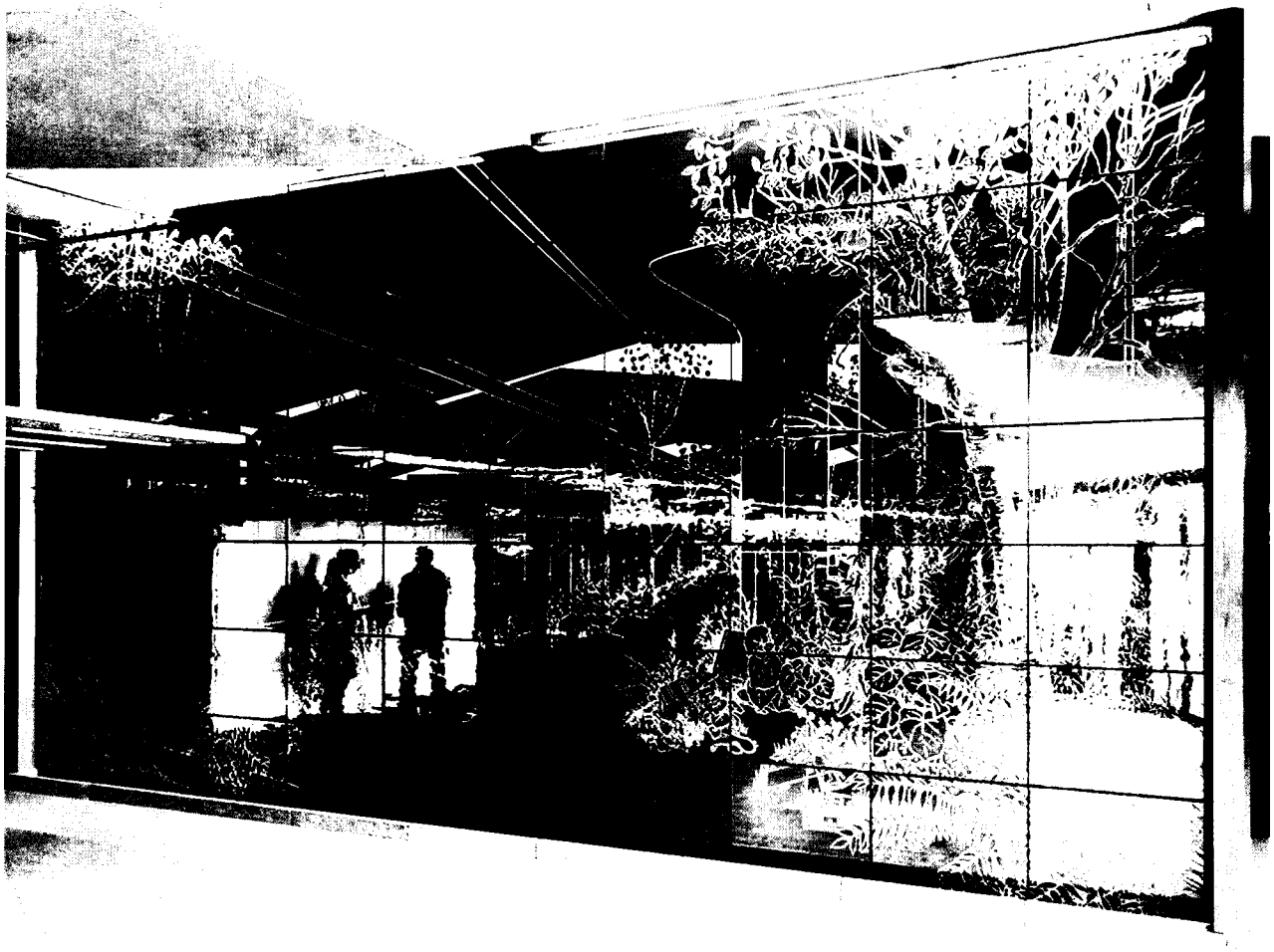
CUSTOM FABRICATED MIRRORED GLASS TILES



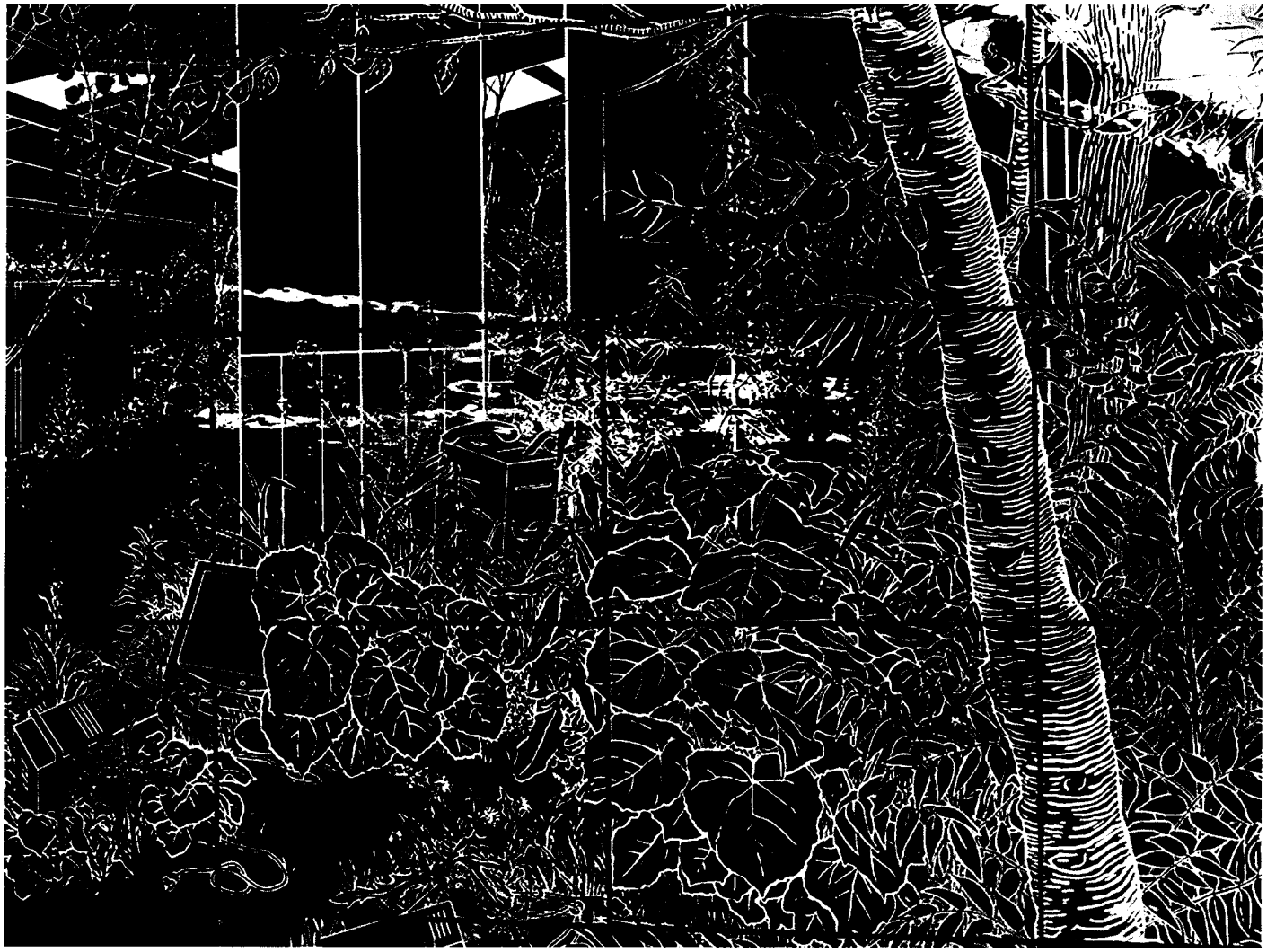




Dimensions:
Two Panel Installation
Each Panel Measures 11’-4” x 52’-1”



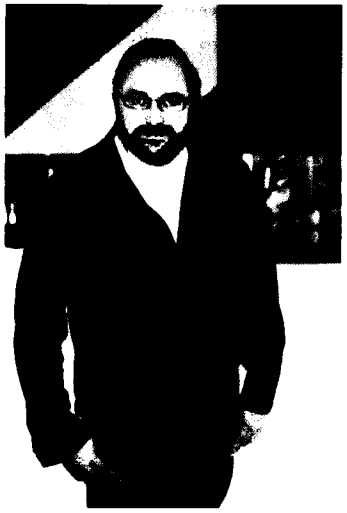
Ellen Harvey
Reforestation, 2013, IRS Building, Andover, Massachusetts



Ellen Harvey
Detail, Reforestation, IRS Building, Andover, Massachusetts

FRANZ ACKERMANN

Franz Ackermann was born in 1963 in Neumarkt St. Veit, Germany. He studied at Akademie der Bildenden Künste, Munich (1984-88) and at Hochschule für Bildende Kunst, Hamburg (1989-91). He holds a professorship of Fine Arts at the Academy of Fine Arts Karlsruhe (since 2001). Ackermann has participated in numerous international solo exhibitions including Kunsthalle Karlsruhe, Karlsruhe (2014); Berlinische Galerie, Berlin, (2013); Faena Arts Center, Buenos Aires, (2012); Kunstmuseum Bonn, Bonn, (2009); Kunstmuseum St. Gallen, St. Gallen, (2009); Irish Museum of Modern Art, Dublin, (2005); Museum of Contemporary Art, Chicago, (2002); Stedelijk Museum, Amsterdam, (2002); Portikus, Frankfurt, (1997). He has executed several site specific works including 'Hügel und Zweifel', Berlinische Galerie, Berlin, (2014); 'Franz Ackermann: Walking South', Faena Arts Center, Buenos Aires, (2012); 'Coming Home' and '(Meet Me) At the Waterfall', AT&T Stadium, Dallas, (2009); 'Sunrise, Sunset', Goldman Sachs, New York, (2009); 'The Great Journey', Georg-Brauchle-Ring Station, Munich Underground,(2003).
https://en.wikipedia.org/wiki/Franz_Ackermann



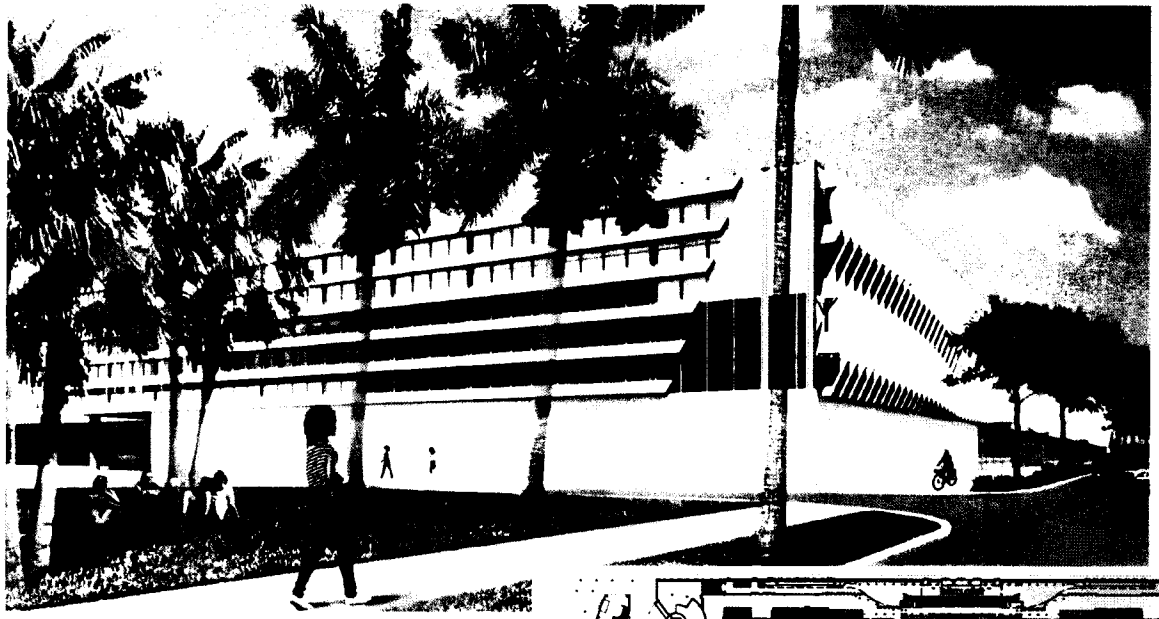
Artist Statement *Mental Maps*, 2015

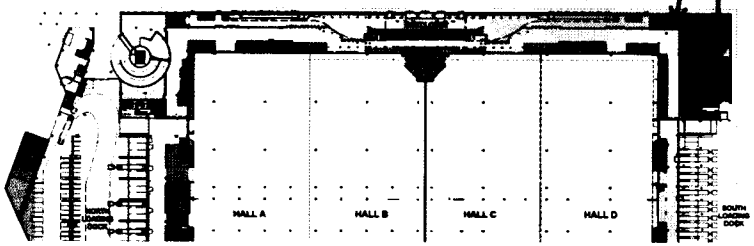
Franz Ackermann makes vibrant paintings and installations centered on themes of travel, tourism, globalization and urbanism. *Mental Maps,* his first major series, were produced during a stay in Hong Kong. Combining the factual precision of traditional street maps with his own interpretation of the local environment, these small watercolours documented the artist's perception of the great cities of Asia, South America and Australia. Ackermann has since created large-scale dynamic installations that are built up from individual components comprising paintings, drawings, photographs, wall drawings and sculptural, billboard-like constructions. His work frequently deals with the double side of tourism – the glamour, speed and consumption of international travel but also the detritus, architectural scarring and garbage that it leaves behind, and his installations often take on the appearance of strange advertisements for a global tourism industry run amok. The places he depicts have a generic quality, and yet they look strangely familiar: non-places where the traveler's desire replaces the local culture.

SOUTHEAST EXTERIOR WALLS

FRANZ ACKERMANN *MENTAL MAPS*

PAINT ON WALL





LOCATION OF ARTWORK

Dimensions
South Wall 16' X 168'
East Wall 16' X 152'

Franz Ackermann
Coming Home and (Meet Me) At the Waterfall, 2009, AT&T Stadium, Dallas

Franz Ackermann
The Great Journey, 2003, George-Brauchle-Ring Station, Munich

JOEP VAN LIESHOUT

Joep van Lieshout (Ravenstein, Netherlands, 1963) is a sculptor, visionary, enfant terrible and entrepreneur. With his sculptures and installations, buildings and furniture, utopias and dystopias he explores the boundaries of art. His work focuses on systems, power, autarky, life, sex, and death - the human individual in the face of a greater whole.

Van Lieshout has had numerous international exhibitions, including La Friche le Belle de Mai, Marseille (2013); Mumok, Vienna (2010); Winzavod, Moscow (2009); Museum Folkwang, Essen (2008); Albion, London (2008); Central del Arte, Guadalajara (2006); Kröller-Müller Museum, Otterlo (2005); MACRO, Rome (2005); Camden Arts Centre, London (2002); PS1, New York (2001); Museum of Contemporary Art, Miami (1999); USF Contemporary Art Museum, Tampa (1999); The Contemporary Arts Center, Cincinnati (1999); Museum für Gegenwartskunst, Zürich (1995). His works have been included in the Gwangju and São Paulo biennials and are part of the collections of museums and galleries worldwide. www.ateliervanlieshout.com

Artist Statement *Humanoids*, 2015
'Humanoids invite people to see the human soul in natural and manmade objects'

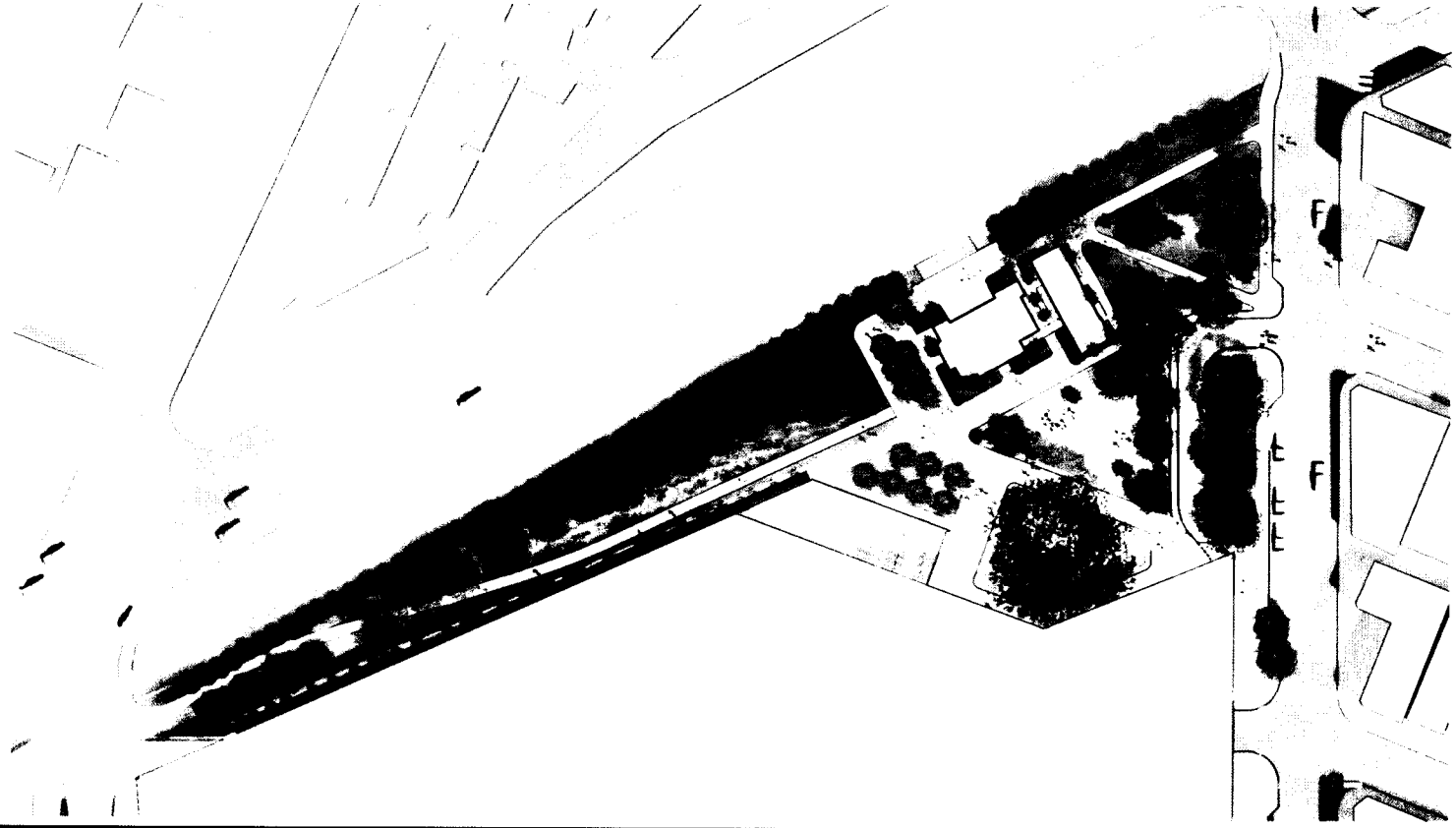
The *Humanoids* in the North East Ballroom Park are a classic representation of the work of Joep van Lieshout. Van Lieshout is a Dutch artist who is internationally recognized for his sculptures, large-scale installations and public artworks. These works, which reflect on society, usually become destinations and serve as place makers in their environment. In addition, his art tends to go viral; examples include *Funky Bones*, The *Mini Capsule Hotel* and most recently *Domestikator*.

The *Humanoids*, created for the park in Miami Beach, are part of his recent fascination with man and nature. They appear as abstract figures, which use the park and the natural environment as their habitat, formulating a subtle statement about our relationship to nature and our origins. The sculptures will be placed throughout the park, along the canal and amidst the trees. They will invite visitors to engage, whether it be to use them as rendezvous spots, places to remember, sketch, write, think or talk, and they encourage social interaction and contemplation.

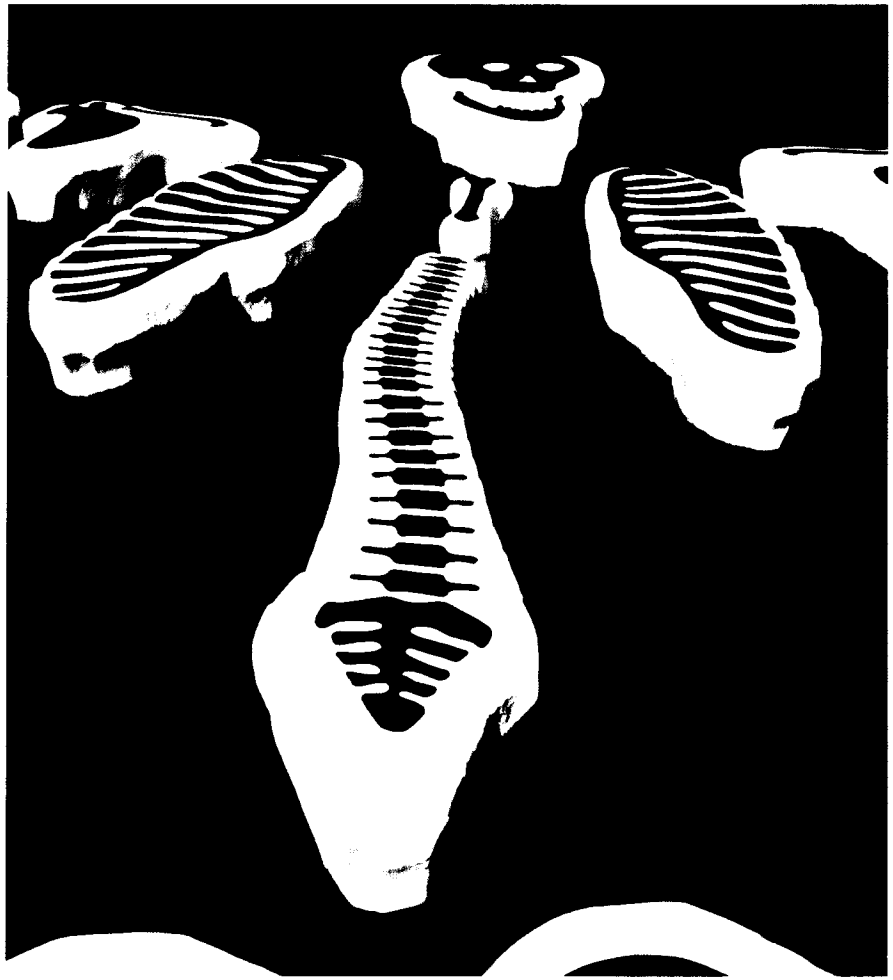
NORTHEAST PARK COLLINS CANAL

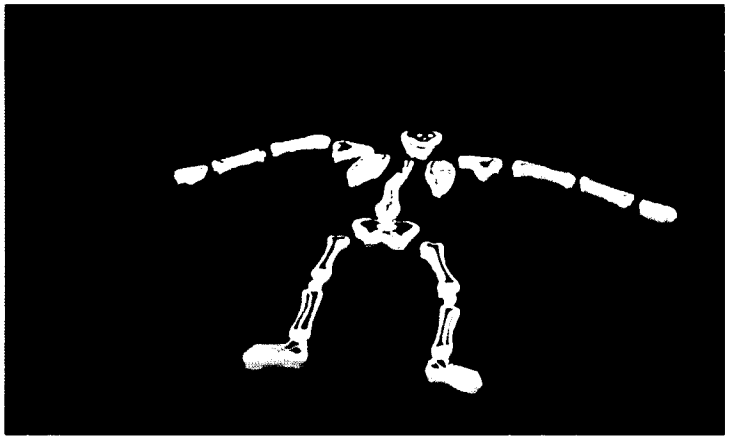
JOEP VAN LIESHOUT *HUMANOIDS*

MATERIALS TBD IN CONSULTATION WITH ART CONSERVATOR

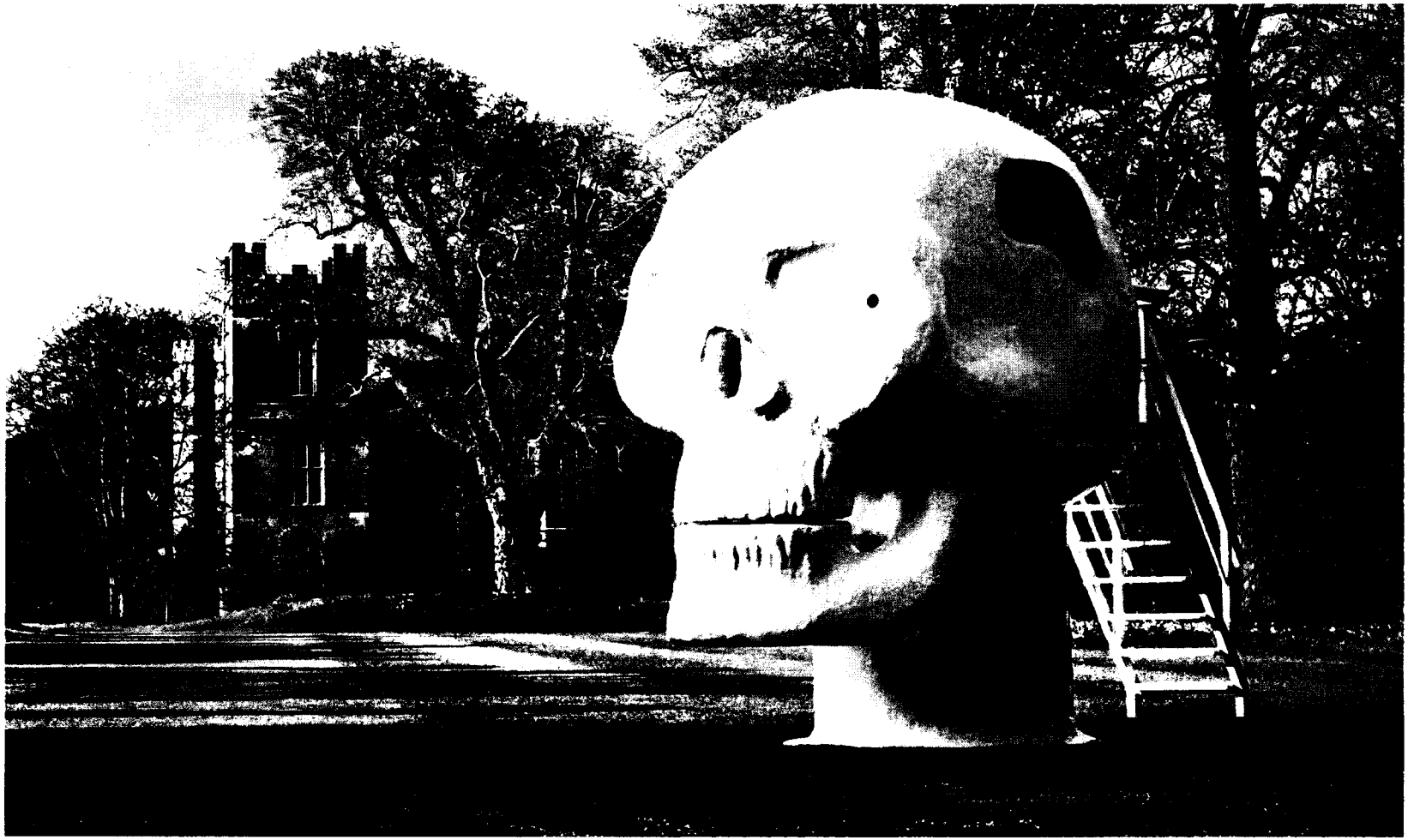


Dimensions will vary as follows:
Length: 5’ – 11.5’
Width: 2.6’ – 10’
Height: 1.6 – 7.2’





Joep Van Lieshout
Funky Bones, 2010, 100 Acres, Indianapolis, USA (The Fault in our Stars)



Joep Van Lieshout
Wellness Skull, 2007, Sudeley Castle, Winchcombe, UK

JOSEPH KOSUTH

Joseph Kosuth (Ohio, USA 1945) is one of the pioneers of Conceptual art and installation art, initiating language based works and appropriation strategies in the 1960's. His work has consistently explored the production and role of language and meaning within art. His fifty-year inquiry into the relation of language to art has taken the form of installations, museum exhibitions, public commissions and publications throughout Europe, the Americas and Asia, including most of the Documentas and Venice Biennales in recent decades. Kosuth has received several honours and awards, among them: the Chevalier de l'ordre des Arts et des Lettres from the French government (1993); the Menzione d'Onore at the Venice Biennale (1993); the Decoration of Honour in Gold for services to the Republic of Austria (2003); and he was inducted into the Royal Belgian Academy (2012). In 2015 the Instituto Superior de Arte, at the University of Havana, awarded him a Honoris Causa doctorate. Kosuth currently holds the Millard Chair at Goldsmiths, University of London.

https://en.wikipedia.org/wiki/Joseph_Kosuth

Artist Statement *Located World, Miami Beach*, 2015

Located World, Miami Beach located in the west lobby of the Miami Beach Convention Center will be part of an important series of public works that I have made in Europe and Japan that locate a sense of place in the abstractions of quantified meaning and query the impulse or the 'will to know' where we are. In a sense the work is about how a community defines itself both within and without borders.

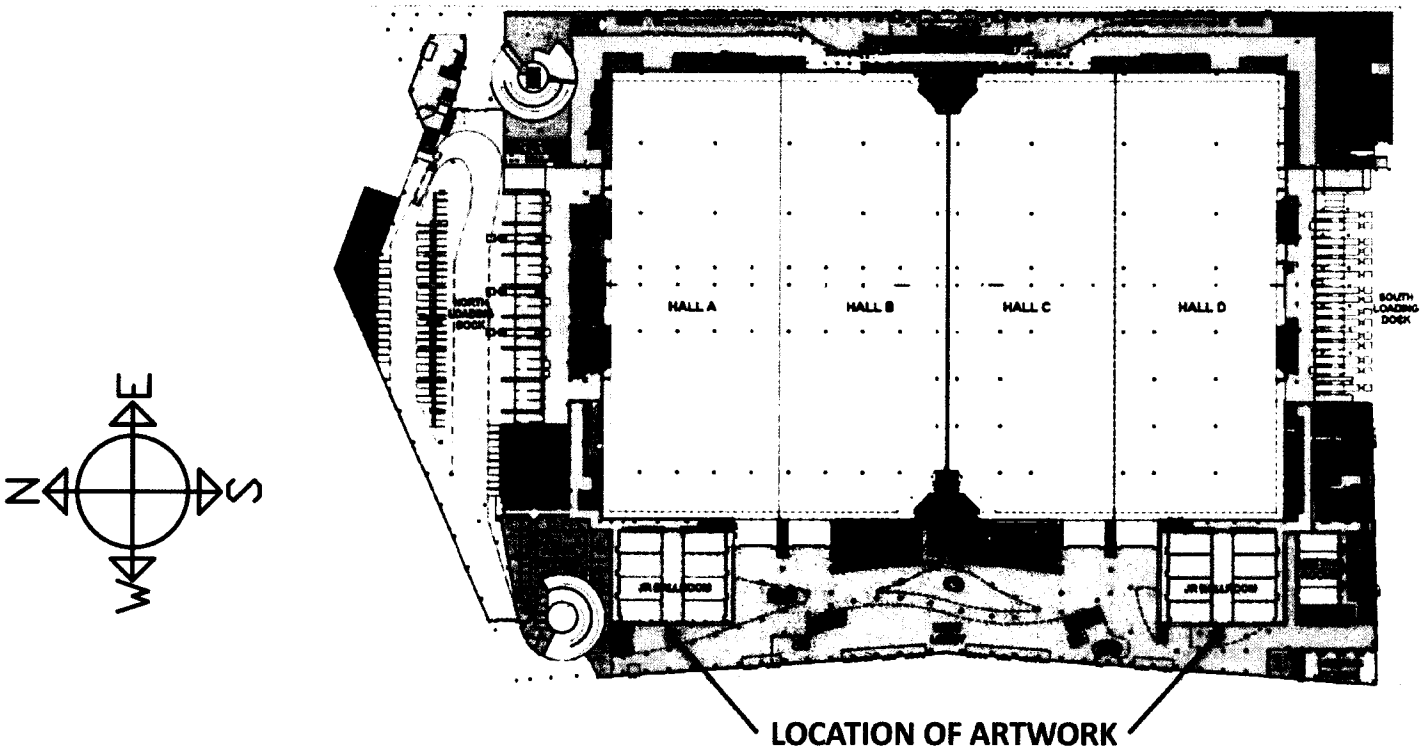
The work is configured in its specific relation to the rest of the world. This is directly represented in the graphic configuration scaled proportionally in relation to distance, the closer a location is—in this case to Miami Beach–the larger it is graphically, reflecting the mileage differential. My project provides a double experience, in one case it locates Miami Beach in relation to the world for the inhabitants of the city, and, at the same time, it becomes a connective welcome to the inhabitants of other cities to Miami Beach.

This 'map of the world' consisting of signposts of cities and towns becomes a global configuration by list, all the more so due to the arbitrary basis of its inclusive procedure. What makes this new work exciting and specifically suited to its location in Miami Beach is that due to Miami Beach's proximity to Havana, Cuba–Havana will be one of the largest and most prominent cities cited in the work. As such the work pays homage to Miami Beach's Cuban community and also highlights the newly evolving relationship between the US and Cuba.

WEST LOBBY ENTRANCE

JOSEPH KOSUTH, *LOCATED WORLD, MIAMI BEACH*

TEXT PANELS WITH NEON



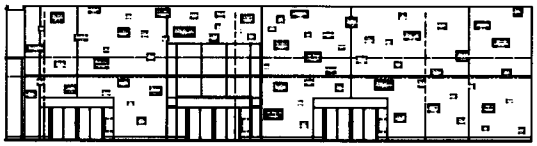
LEVEL 1

Joseph Kosuth 'Located World, Miami Beach', 2015

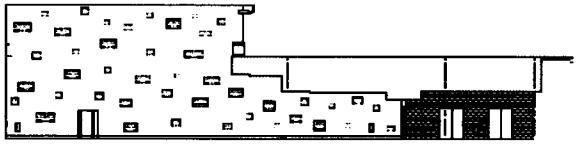
Production Proposal: Text Panels with Neon

North & South Jr. Ballroom Walls

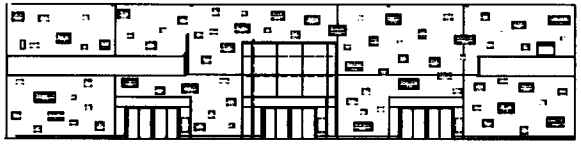
Jr. Ballroom North - West Elevation



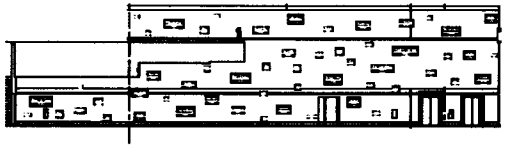
Jr. Ballroom North - South Elevation

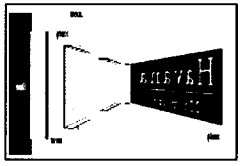


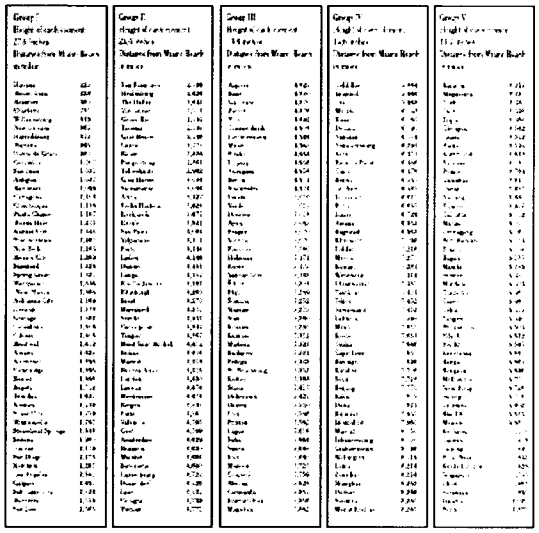
Jr. Ballroom South - West Elevation



Jr. Ballroom South - North Elevation







West Lobby North Jr. Ballroom Dimensions:
40 ' x 138 '

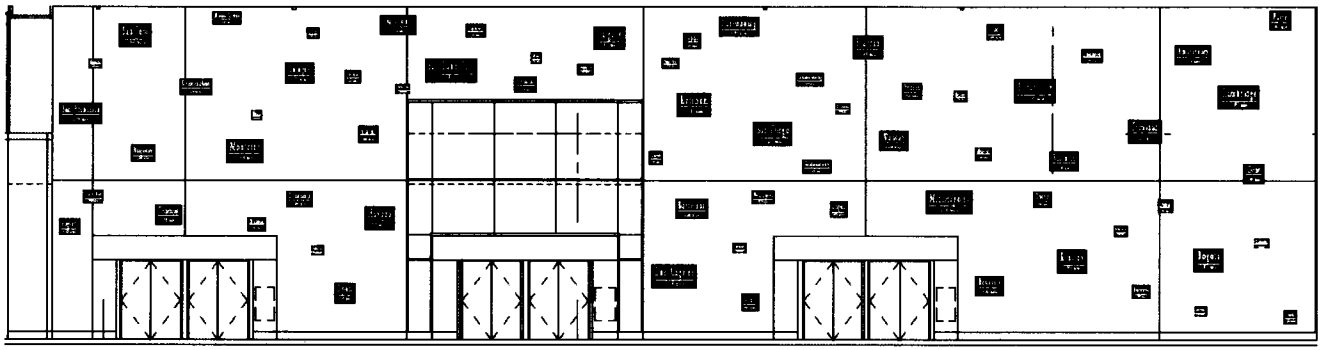
Junior Ballroom North South Elevation Dimensions:

TBD

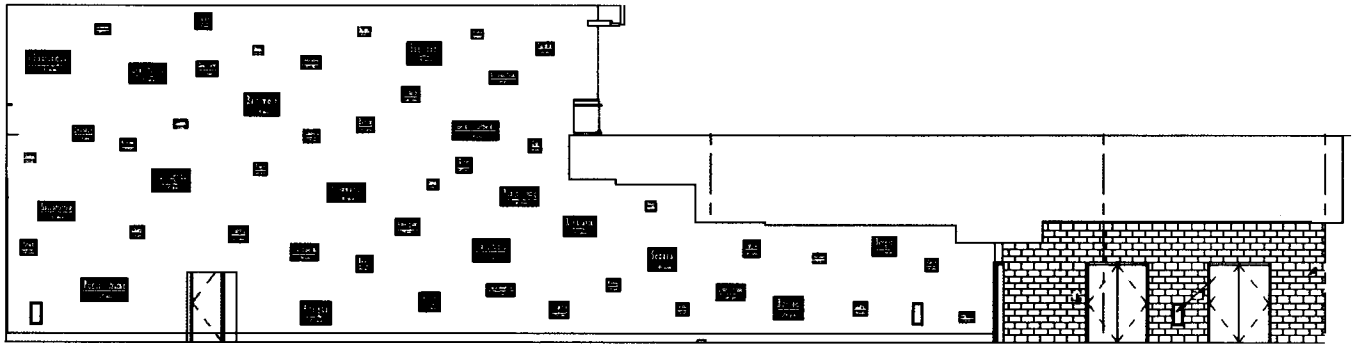
Joseph Kosuth 'Located World, Miami Beach', 2015 Production Proposal: Text Panels with Neon

West Lobby North Jr. Ballroom Walls

Jr. Ballroom North - West Elevation



Jr. Ballroom North - South Elevation



Joseph Kosuth 'Located World, Miami Beach', 2015 — Production Proposal: Text Panels with Neon

Group I
Height of each element:
27,6 inches
Distance from Miami Beach in miles:

Havana	225
Mount Dora	228
Beaufort	460
Charlotte	731
Williamsburg	819
New Orleans	865
Harrodsburg	873
Marietta	945
Havre de Grace	980
Columbia	1,007
San Juan	1,031
Antigua	1,037
Baltimore	1,099
Cartagena	1,108
Chautauqua	1,136
Punta Chame	1,187
Woods Hole	1,215
Kansas City	1,245
Provincetown	1,260
New York	1,285
Mexico City	1,289
Stamford	1,324
Spring Green	1,327
Montpelier	1,346
(New) Haven	1,364
Nebraska City	1,369
Decorah	1,378
Chicago	1,382
Lanesboro	1,408
Odessa	1,408
Montreal	1,412
Albany	1,423
Kitchener	1,494
Cambridge	1,495
Boston	1,498
Bogota	1,512
Trinidad	1,631
Kinsley	1,749
Silver City	1,759
Minneapolis	1,791
Steamboat Springs	1,838
Sedona	1,980
Halifax	2,149
San Diego	2,273
Kelowna	2,281
Las Angeles	2,340
Calgary	2,497
Salt Lake City	2,538
Monterey	2,559
San Jose	2,563

Group II
Height of each element:
23,4 inches
Distance from Miami Beach in miles:

San Francisco	2,596
Healdsburg	2,626
The Dalles	2,641
Vancouver	2,711
Goose Bay	2,732
Tacoma	2,733
Gold Beach	2,746
Cusco	2,775
Belem	2,828
Pangnirtung	2,861
Yellowknife	2,982
Gjoa Haven	3,034
Sacramento	3,036
Arica	3,127
Sachs Harbour	3,624
Reykjavik	3,677
Recife	3,831
Sao Paulo	4,084
Valparaiso	4,101
Porto	4,144
Lisbon	4,146
Dublin	4,151
Lauga	4,157
Rio De Janeiro	4,181
Edinburgh	4,260
Brest	4,270
Marrakech	4,317
Seville	4,332
Concepcion	4,347
Tangier	4,367
Mont Saint Michel	4,402
Bilbao	4,404
Madrid	4,408
Buenos Aires	4,414
London	4,430
Lisieux	4,474
Montevideo	4,474
Bergen	4,535
Paris	4,565
Valencia	4,595
Gent	4,599
Amsterdam	4,629
Brussels	4,630
Walatah	4,684
Barcelona	4,690
Luxembourg	4,722
Dusseldorf	4,726
Lyon	4,737
Cologne	4,739
Tromso	4,772

Group III
Height of each element:
19,4 inches
Distance from Miami Beach in miles:

Algiers	4,825
Basel	4,830
Gallivare	4,870
Zurich	4,876
Nice	4,892
Ornskoldsvik	4,908
Liechtenstein	4,924
Milan	4,945
Sirkka	4,954
Leipzig	4,956
Nuorgam	4,958
Berlin	4,971
Stockholm	4,974
Inuvik	5,010
Varto	5,017
Dresden	5,018
Ayon	5,045
Prague	5,070
Vienna	5,070
Florence	5,080
Helsinki	5,171
Rome	5,175
Vatican City	5,182
Šilutė	5,203
Riga	5,249
Šiauliai	5,252
Warsaw	5,275
Sfax	5,280
Kraków	5,295
Kumasi	5,312
Madona	5,323
Budapest	5,331
Potega	5,332
St Petersburg	5,352
Kotice	5,388
Snina	5,417
Dubrovnik	5,427
Durres	5,530
Cluj	5,546
Priazro	5,562
Lagos	5,618
Sofia	5,664
Sabha	5,695
Kyiv	5,695
Moscow	5,725
Cridleni	5,759
Athens	5,828
Constanța	5,847
Kremenchuk	5,856
Magadan	5,862

Group IV
Height of each element:
15,6 inches
Distance from Miami Beach in miles:

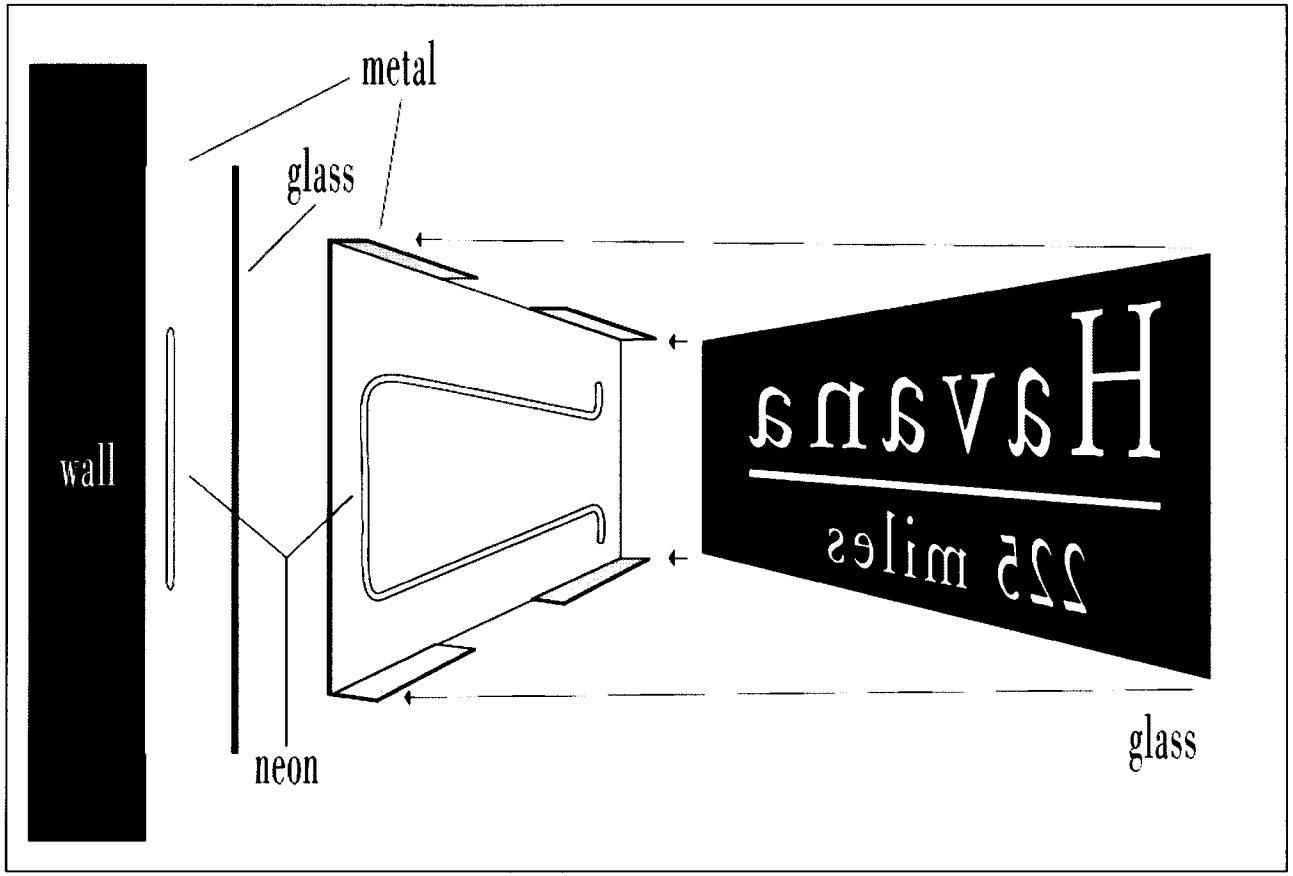
Cold Bay	5,864
Istanbul	5,966
Oia	5,968
Malabo	6,042
Kazan	6,065
Douala	6,097
Yakutsk	6,154
Yekaterinburg	6,293
Sochi	6,323
Rothera Point	6,446
Cairo	6,478
Beirut	6,547
Tel Aviv	6,585
Jerusalem	6,617
Petra	6,685
Luxor	6,724
Astana	6,843
Baghdad	6,962
Khartoum	7,098
Jeddah	7,216
Mecca	7,270
Kuwait	7,281
Windhoek	7,314
Ulaanbaatar	7,335
Tashkent	7,401
Tokyo	7,452
Samarkand	7,453
Lalibela	7,595
Maun	7,630
Kyoto	7,633
Osaka	7,646
Cape Town	7,647
Bayingol	7,696
Katabol	7,706
Seoul	7,728
Beijing	7,770
Kabul	7,805
Dubai	7,821
Bulawayo	7,947
Islamabad	7,960
Muscat	8,050
Johannesburg	8,050
Grahamstown	8,096
Wellington	8,119
Lamu	8,214
Zanzibar	8,234
Shanghai	8,242
Durban	8,268
Noumea	8,280
Mount Erebus	8,285

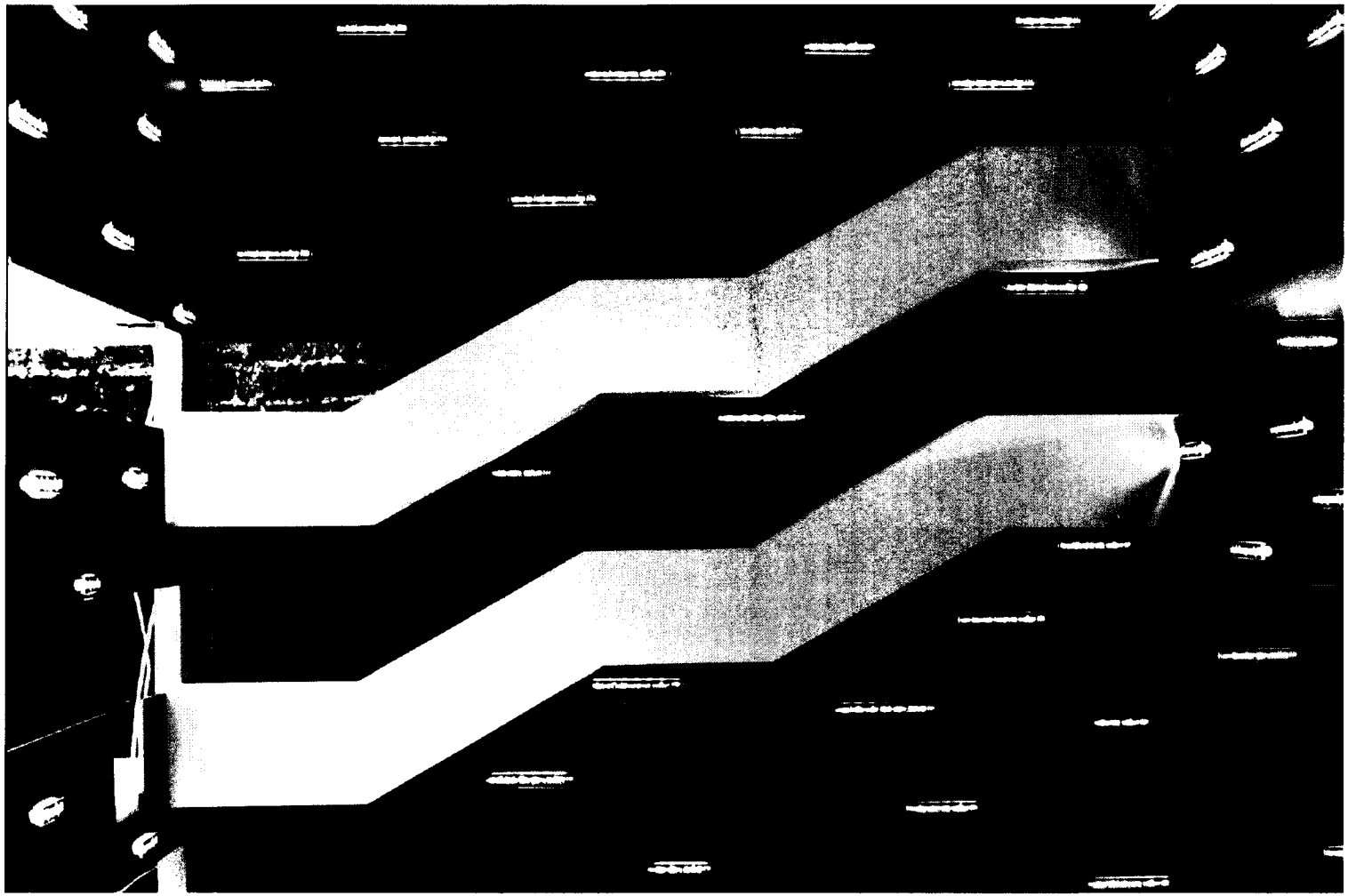
Group V
Height of each element:
11,7 inches
Distance from Miami Beach in miles:

Karachi	8,315
Mogadishu	8,330
Yushu	8,380
Delhi	8,398
Jaipur	8,468
Chengdu	8,542
Lhasa	8,572
Rajkot	8,595
Kathmandu	8,612
Varanasi	8,740
Pomio	8,764
Guwahati	8,817
Danat	8,837
Nujiang	8,880
Stanley	8,978
Calcutta	9,002
Macau	9,007
Chittagong	9,061
Port Moresby	9,153
Sukma	9,158
Bagan	9,185
Manila	9,339
Sydney	9,350
Mindoro	9,403
Canberra	9,460
Casey	9,460
Cebu	9,475
Yangon	9,490
Phitsanulok	9,503
Hội An	9,512
Hoi Ei	9,545
Esperanza	9,641
Banga	9,665
Bangkok	9,698
Melbourne	9,700
Siem Reap	9,726
Surong	9,738
Colombo	9,802
Hòn Lốc	9,823
Marado	9,931
Ko Samui	10,008
Darwin	10,216
Taiping	10,330
Pulai Nias	10,331
Kuala Lumpur	10,428
Singapore	10,555
Ubud	10,884
Surabaya	10,894
Jakarta	11,020
Perth	11,373

Joseph Kosuth 'Located World, Miami Beach', 2015 Production Proposal: Text Panels with Neon

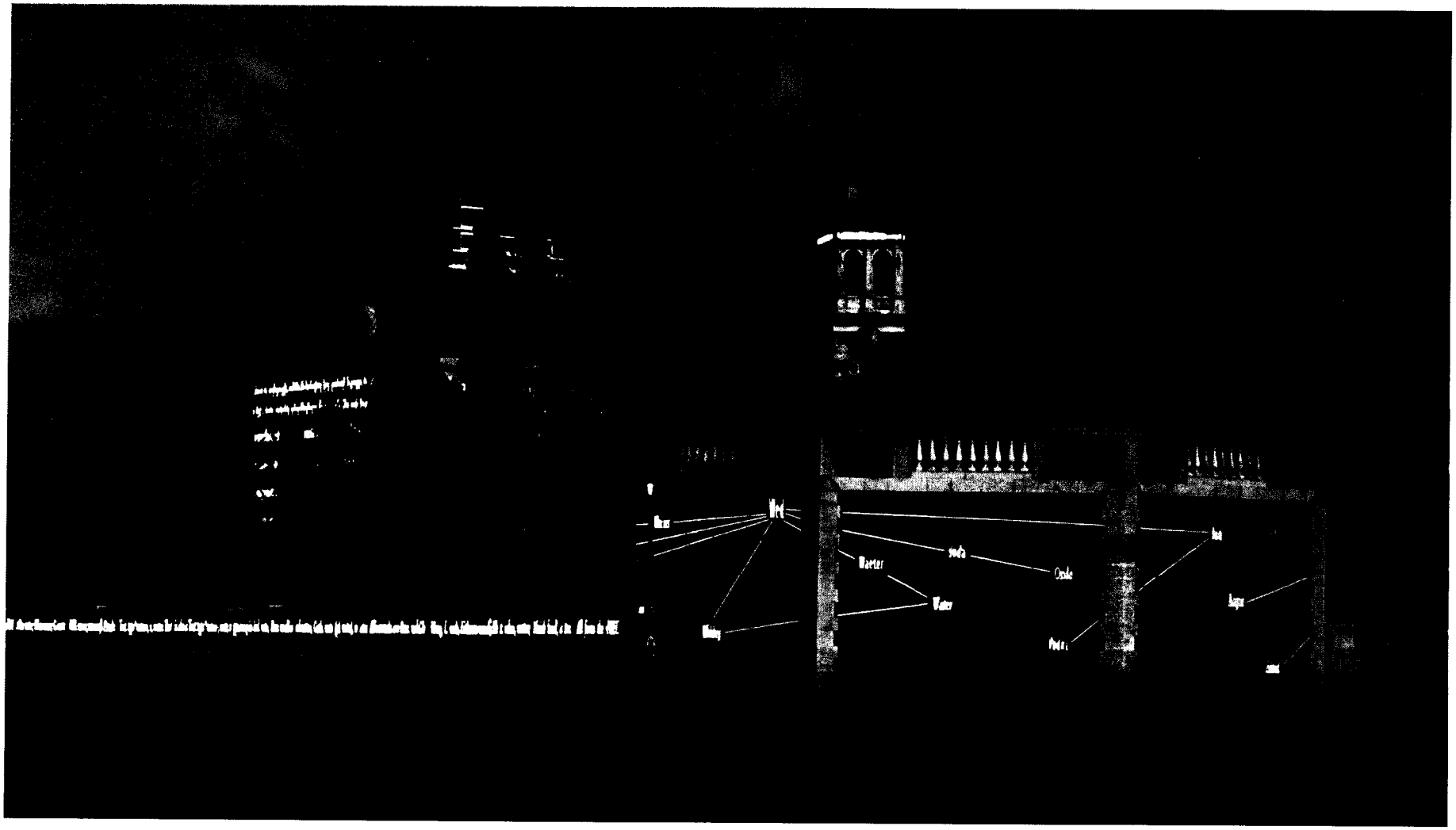
Detail





Joseph Kosuth
A Monument of Mines, 2015, Kongsberg, Norway

Joseph Kosuth
An Interpretation of This Title, Nietzsche, Darwin and the Paradox of Content, 2009, Edinburgh, Scotland



Joseph Kosuth
The Language of Equilibrium, 2007, Venice Biennale, Venice

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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 A LANDLORD WAIVER, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, IN FAVOR OF BANK OF AMERICA, INVOLVING THE LEASE AGREEMENT BETWEEN THE CITY (LANDLORD) AND THE MIAMI CITY BALLET, INC. (TENANT) FOR THE BUILDING LOCATED AT 2200 LIBERTY AVENUE, MIAMI BEACH, FLORIDA (PREMISES); SAID WAIVER SUBORDINATING THE CITY'S STATUTORY LIEN RIGHTS AGAINST THE PERSONAL PROPERTY IN THE PREMISES (IN THE EVENT OF A DEFAULT UNDER THE LEASE); AND WHICH WAIVER IS BEING REQUIRED BY BANK OF AMERICA, AS SECURITY FOR A REVOLVING LINE OF CREDIT, HAVING A LIMIT OF $1,500,000, WHICH IS BEING SECURED BY THE TENANT'S COLLATERAL, WHICH INCLUDES THE PERSONAL PROPERTY IN THE PREMISES.

Key Intended Outcome Supported:

N/A

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

Item Summary/Recommendation:

Miami City Ballet is requesting a revolving line of credit in the amount of $1,500,000 from Bank of America ("BOA") in order to cover operating expenses during slower revenue periods in their season. As a condition for the line of credit, BOA is requiring the City sign a Landlord Waiver agreement stipulating the following:

- Separating all collateral from Real Property;
- Subordination to Lender of City's interest, if any, in the Collateral (as defined below);
- Providing Lender the right of entry to the premises in order to take possession of, and dispose of or remove the collateral;
- Indemnification, defense, and hold harmless by the Bank in favor of the City; and
- Provide the City written notice of default and thirty (30) days to cure the default.

"Collateral" shall mean all of the following assets (whether now owned or existing or hereafter acquired or arising) in which the Borrower now has or hereafter acquires any right, title or interest: (a) all of the Borrower's Accounts, Additional Revenues, Chattel Paper, Contract Rights, Deposit Accounts, Documents, Equipment (subject to the limitations set forth herein). Fixtures, General Intangibles, Receivables, Instruments and Inventory; (b) all of the Borrower's cash, bank accounts, special collateral accounts, uncertificated securities (as that term is defined in the UCC) and insurance policies; (c) all of the Borrower's books and records (in whatever form or medium), customer lists, credit files, computer files, programs, printouts, source codes, software and other computer materials and records related to any of the foregoing; (d) all monies and property of the Borrower in the possession or under the control of the Bank or any agent or affiliate thereof; and (e) all Proceeds (including, without limitation, all proceeds as that term is defined in the UCC), Insurance proceeds, unearned premiums, tax refunds, rents, profits and products thereof; provided, however, that "Collateral" shall not include any restricted pledges, restricted endowments, restricted investments or other similarly restricted funds (collectively, the "Restricted Accounts").

The City Attorney's office has modified the original propose Landlord Waiver to clarify that the City is not subordinating its rights to: 1.) the Lease, 2.) any of the fixtures at the Premises, 3.) or any of the Fund accounts (as defined in section 6 of the Lease) consisting of the Maintenance and Capital Improvement Accounts which are paid to the City, as additional rent under the Lease, for the City to use in connection with the necessary Maintenance and Capital improvements to the Premises.

Advisory Board Recommendation:

N/A

Financial Information:

		Amount	Account
Source of Funds:	1	N/A	
Financial Impact Summary:			

City Clerk's Office Legislative Tracking:

Max Sklar, ext. 6116

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM C7T
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

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 LANDLORD WAIVER, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, IN FAVOR OF BANK OF AMERICA, INVOLVING THE LEASE AGREEMENT BETWEEN THE CITY (LANDLORD) AND THE MIAMI CITY BALLET, INC. (TENANT) FOR THE BUILDING LOCATED AT 2200 LIBERTY AVENUE, MIAMI BEACH, FLORIDA (PREMISES); SAID WAIVER SUBORDINATING THE CITY'S STATUTORY LIEN RIGHTS AGAINST THE PERSONAL PROPERTY IN THE PREMISES (IN THE EVENT OF A DEFAULT UNDER THE LEASE); AND WHICH WAIVER IS BEING REQUIRED BY BANK OF AMERICA, AS SECURITY FOR A REVOLVING LINE OF CREDIT, HAVING A LIMIT OF $1,500,000, WHICH IS BEING SECURED BY THE TENANT'S COLLATERAL, WHICH INCLUDES THE PERSONAL PROPERTY IN THE PREMISES.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

Miami City Ballet was founded in 1985 and has grown to maturity and national acclaim while headquartered in the City of Miami Beach where it has been located for more than thirty years. In 1986, its first performance season, the Company had a budget of $1,000,000, a troupe of 19 dancers and a handful of staff. In 2001, the Company opened its state-of-the-art building and dance facility in Miami Beach, boasting eight dance studios, an expansive administrative wing, physical therapy, weight training, and a

thriving dance academy with students from more than 44 states and 13 countries in attendance. Today in its 31st season, the Company has grown to a budget of more than $16.5 Million and includes a troupe of 52 dancers, 1,200 students as young as three, and more than 85 administrative and artistic staff members who provide support to the Company and School.

The Miami City Ballet Studios building, 2200 Liberty Ave, is an approximately 63,000 square feet building containing the offices, school and studios of the Ballet and is an anchor in the City's Cultural Campus. It was completed at the end of 1999 at a cost of approximately $7,000,000. During 1999, the City contributed $2,500,000 towards the construction of the building and also owns the land on which the Building was built. The Ballet has also added approximately $1,000,000 of interior finishes and improvements which includes two studios that when combined by opening an air wall between them can create a performance venue with seating for approximately 225. Our Open Barre performance series at MCB studios provides a behind the scenes look at classical ballet with choreographers, collaborators, and MCB dancers. They have also donated or rented this facility , when available, to other arts groups, such as: New World Symphony, the Miami Light Project and the South Beach Gay Men's Chorus, as well as permitted television, film, and music video production companies, and photographers doing fashion shoots to use the facility.

Since 1998, through its Miami City Ballet Inner-City Outreach Program, the Ballet has partnered with several Miami Beach Schools, including South Pointe Elementary, Feinberg-Fisher Elementary and North Beach Elementary, through their Exploring Dance Program, which provides in-school residencies, conducted by the School's Outreach Faculty, to children with financial needs. The Ballet also continues to provide scholarships to attend the Miami City Ballet School to talented children with financial need. This past year, MCB School awarded 150 scholarships at a value of more than $500,000, including 22 from Miami Beach. Nearly 5,000 Miami Beach community members attended the outreach programs and community performances at the facility this past season, and each season the ballet provides thousands of complimentary tickets to community members, children and local Miami charities.

ANALYSIS

In 2005 the Ballet was struggling to achieve short-term financial stability and sustainability in the long-term. They had incurred approximately $2,500,000 of operating debt over the previous six years. The Ballet had cited a reduction in contributions from donors as a result of a weaker economy post 2001, reductions or eliminations of government support to the arts, as well as more intense competition, most notably from the Miami Performing Arts Center, for contributions from a finite pool of donors, as the major reasons for their decreased revenue. After reviewing several other financing options which the Ballet and the City determined to be unviable, The Administration proposed and the Commission adopted a resolution to execute a lease with Miami City Ballet that included a financial package to make the Ballet financially solvent and continue its cultural partnership with the City as follows:

1. The City of Miami Beach acquired the Ballet's interest in the Miami City Ballet Studio Building for $4.5 M and lease it back to the Ballet, at a rent of $1 a year in addition to covering all future capital and maintenance expenses;

2. The City provided, $740,000 to fund imminent major capital replacements which consist of: roof replacement - $500,000; five rooftop air conditioning units - $175,000, and pressure-cleaning, waterproofing, and painting of the building exterior - $65,000; and

3. That the City formally and regularly assess the costs of lifecycle maintenance (through VFA or similar company) for the Ballet building and determine a consistent method of allocating building capital maintenance and replacement costs at that time;

In order to ensure future funding for the maintenance and capital improvements of the Premises, Section 6 of the Lease requires MCB to pay the City, as additional rent, funds (the Funds) which are owned, held and disbursed by the City in sub-accounts for maintenance and capital improvements; and

As of June 2016, the Ballet is current on its payments to the Maintenance and Capital reserve accounts and is leveraging those reserves to apply for the Cultural Facilities Program grant from the State of Florida to provide further improvements to the site.

Miami City Ballet is requesting a revolving line of credit in the amount of $1,500,000 from Bank of America ("BOA") in order to cover operating expenses during slower revenue periods in their season. As a condition for the line of credit, BOA is requiring the City sign a Landlord Waiver agreement stipulating the following:

- Separating all collateral from Real Property;
- Subordination to Lender of City's interest, if any, in the Collateral (as defined below);
- Providing Lender the right of entry to the premises in order to take possession of, and dispose of or remove the collateral;
- Indemnification, defense, and hold harmless by the Bank in favor of the City; and
- Provide the City written notice of default and thirty (30) days to cure the default.

> *"Collateral" shall mean all of the following assets (whether now owned or existing or hereafter acquired or arising) in which the Borrower now has or hereafter acquires any right, title or interest: (a) all of the Borrower's Accounts, Additional Revenues, Chattel Paper, Contract Rights, Deposit Accounts, Documents, Equipment (subject to the limitations set forth herein). Fixtures, General Intangibles, Receivables, Instruments and Inventory; (b) all of the Borrower's cash, bank accounts, special collateral accounts, uncertificated securities (as that term is defined in the UCC) and insurance policies; (c) all of the Borrower's books and records (in whatever form or medium), customer lists, credit files, computer files, programs, printouts, source codes, software and other computer materials and records related to any of the foregoing; (d) all monies and property of the Borrower in the possession or under the control of the Bank or any agent or affiliate thereof; and (e) all Proceeds (including, without limitation, all proceeds as that term is defined in the UCC), Insurance proceeds, unearned premiums, tax refunds, rents, profits and*

> *products thereof; provided, however, that "Collateral" shall not include any restricted pledges, restricted endowments, restricted investments or other similarly restricted funds (collectively, the "Restricted Accounts").*

The City Attorney's office has modified the original propose Landlord Waiver to clarify that the City is not subordinating its rights to: 1.) the Lease, 2.) any of the fixtures at the Premises, 3.) or any of the Fund accounts (as defined in section 6 of the Lease) consisting of the Maintenance and Capital Improvement Accounts which are paid to the City, as additional rent under the Lease, for the City to use in connection with the necessary Maintenance and Capital improvements to the Premises.

CONCLUSION

The Administration recommends adopting the Resolution which authorizes the Mayor and City Clerk to execute the Landlord Waiver in substantial form attached.

Exhibits:
A Landlord Waiver

JLM/KGB/MAS/MMM/GT/RJG

Bank of America

LANDLORD WAIVER

The undersigned has an interest as owner of certain real property commonly known as 2200 Liberty Avenue, Miami Beach, Florida, including a building ("Building") having 63,000 square feet, together with all improvements and fixtures located thereon (the "Real Property"), and has leased the Building togerther with all improvements and fixtures (the "Premises") to Borrower (as defined below) pursuant to that certain Lease Agreement, dated as of February 9, 2006 (the "Lease"), as more particularly described in the Lease, a copy of which is attached hereto as Exhibit "A".

Bank of America, N.A. (the "Bank") has extended certain financial accommodations to Miami City Ballet, Inc., a Florida not-for-profit corporation (the "Borrower") and, as security therefore, the Borrower has executed one or more finance agreements, consisting of a Loan Agreement and Promissory Note for a revolving line of credit, in an amount not to exceed $1,500,000, and security agreements, consisting of a Security Agreement and a UCC-1 Financing Statement, granting to the Bank a security interest in and to the Borrower's collateral, as described in the security agreements (the "Collateral"). A copy of the finance agreements and security agreements ("Loan Documents") are attached hereto and incorporated herein by reference as Exhibit "B". .

In order to induce the Bank to extend credit to the Borrower, and in consideration of such extension of credit, the undersigned agrees as follows, subject to the terms and conditions set forth in this Landlord Waiver:

1. Notwithstanding anything to the contrary in the Loan Documents, the following shall be excluded from the definition of Collateral under the Loan Documents as it pertains to the Lease and Premises, and shall be clarified herein as "Landlord's Property": (1) the Premises; (2) the Lease; (3) all Fund accounts owned and held by Landlord (as defined in Section 6 of the Lease); (4) all current or future improvements to the Premises; (5) all Fixtures (as defined under Florida Statutes Section 679.1021(1)(00) and the security agreements), including fixed trade fixtures; and (6) any other improvements, equipment, machinery and appurtenances which are essential to maintain a secure and habitable environment for legal occupancy of the Premises, which may include, but are not limited to: (i) air conditioning/heating system equipment, (ii) electrical equipment, such as lighting fixtures, switches, and electrical outlets; (iii) plumbing equipment; (iv) interior and exterior doors and windows; (v) flooring and trim; (vi) networking and telephone cables; (vii) all bathroom fixtures, including cabinetry, and plumbing fixtures (sinks and toilets); (viii) kitchen fixtures (including cabinetry and plumbing fixtures (sinks and related attachments), all of which shall be considered a part of the Premises. The Borrower's Collateral, with respect to the Premises shall be limited to Borrower's personal property and unaffixed trade fixtures, which are not defined as Landlord's Property herein (hereinafter referred to as "Borrower's Personal Property").
2. to the extent the undersigned has any interest in or lien on Borrower's Personal Property, the undersigned hereby subordinates such interest or lien to the security interest which the Bank now has or may hereafter acquire in Borrower's Personal Property.

3. The undersigned consents to the Bank, its agents, employees and invitees entering upon the Real Property for the purpose of removing Borrower's Personal Property; provided, however, that the Bank has sent Notice to the Landlord and Landlord's agent is permitted to be present during the removal of Borrower's Personal Property, and Bank shall repair any physical damage to the Real Property caused by its removal of the Personal Property.

4. The Bank shall and does hereby indemnify, defend and hold harmless the undersigned against and from any and all claims, demands, losses, liabilities, obligations, suits, damages, penalties, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), that may be imposed upon, incurred by, or asserted against the undersigned or the Real Property, which arise from the Bank's entry upon

the Real Property or its efforts to protect, control, take control of or dispose of Borrower's Personal Property; provided, however, that the Bank shall not indemnify the undersigned for losses resulting directly from the undersigned's breach of this Agreement, gross negligence or intentional misconduct.

5. The Bank agrees to provide Landlord with copies of all notices of default for any default by Borrower under the Loan Documents, and shall permit the City of Miami Beach, at its sole option and discretion (and without an obligation to do so), to cure any defaults under the Loan Documents within thirty (30) days written notice ("Notice") of said default.

6. All notices to the Bank and City of Miami Beach shall be sent to the following address:

Bank of America, N.A.
Doc Retention
NC1-001-05-13
One Independence Center
101 North Tryon St, Charlotte, NC 28255-0001

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: City Manager

With a copy to:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: City Attorney

Neither Borrower nor the Bank shall be allowed to conduct any public or liquidation sale in, on or about the Premises or the Real Property without the undersigned's prior written consent, which may be granted or denied in the undersigned's sole discretion.

Except to the extent that any law of the United States may apply, this Agreement shall be governed and interpreted according to the laws of Florida, without regard to any choice of law, rules or principles to the contrary. 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. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of the Bank under federal law.

Dated: July 13, 2016

ATTEST:

_____
City Clerk

CITY OF MIAMI BEACH, FLORIDA

By:_____
Print Name:_____
Title:_____

ACKNOWLEDGED AND AGREED TO:

The Bank:

BANK OF AMERICA, N.A.,
a national banking association

By:_____
Print Name;_____
Title:_____

RESOLUTION TO BE SUBMITTED

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Jimmy L. Morales, City Manager

FROM: Commissioner Micky Steinberg

DATE: July 6, 2016

SUBJECT: Agenda Item for July 13, 2016 City Commission Meeting; Resolution Urging the Florida and United States legislatures to Adopt One of Several Proposals Which Will Curtail the Prevalence of Assault Weapons in the Hands of Civilians

---

Please place on the July 13, 2016 City Commission Agenda the attached resolution calling upon federal and state-elected officials to collaborate with local officials and first responders to prevent mass shootings and large-scale human loss of life and suffering from mass shootings in America by limiting the availability and use of military grade, high-capacity magazine assault weapons to law enforcement agencies.

This Resolution urges the U.S. Congress to reinstate the federal assault weapons ban and urges the Florida Legislature to instate a state ban on assault weapons. Alternatively, the Resolution urges the Florida Legislature to lift the preemption presently in place in order to allow local governments to impose an assault weapons ban.

Further, the Resolution directs the City's federal and state lobbyists to lobby for the passage of legislation that imposes an assault weapons ban or, alternatively, allows local governments to impose an assault weapons ban and strengthens the regulations and penalties regarding assault weapons.

Finally, the Resolution directs the City Manager's office to transmit a copy of this resolution to our state and federal elected officials, and national, state and local municipal and public safety organizations interested in promoting safe community life and preventing mass shootings in American communities, and media outlets who have been reporting on this issue.

MIAMI**BEACH**
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 C7Y
Date 7-13-16

RESOLUTION NO._____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CALLING UPON FEDERAL AND STATE-ELECTED OFFICIALS TO COLLABORATE WITH LOCAL OFFICIALS AND FIRST RESPONDERS TO PREVENT MASS SHOOTINGS AND LARGE-SCALE HUMAN LOSS OF LIFE AND SUFFERING FROM MASS SHOOTINGS IN AMERICA BY LIMITING THE AVAILABLITY AND USE OF MILITARY GRADE, HIGH CAPACITY MAGAZINE ASSAULT WEAPONS TO LAW ENFORCEMENT AGENCIES.

WHEREAS, the confluence of the Internet, international and lone wolf domestic terrorism, underfunded community mental health programs, and easy access to military grade, high capacity magazine assault weapons has created circumstances which have led to an unprecedented number of mass shootings in communities in this state and around the country in recent years; and

WHEREAS, in recent years, mass shootings involving military grade-high capacity magazine assault weapons have occurred with alarming regularity; and

WHEREAS, such shooting have taken place at Columbine High School in Littleton, Colorado (13 dead), at Sandy Hook Elementary in Monroe, Connecticut (27 dead), at the Century 16 Movie Theater in Aurora, Colorado (12 dead), at a retirement party in a social services office in San Bernardino, California (14 dead), and most recently at the Pulse Nightclub in Orlando, Florida (49 dead), resulting in the tragic death and maiming of large numbers of innocent citizens at great pain and costs to their families and their communities; and

WHEREAS, the military scaled weaponry used in these and similar mass shootings exceeds the weaponry generally available to local law enforcement officers, which puts those officers, together with their communities and safe gathering places where community life is enjoyed, in great and unnecessary peril; and

WHEREAS, military grade-high capacity magazine assault weapons and the grave hazard they present to communities and innocent citizens have no valid role to serve in community and civilian life and are even disavowed by most reputable pro-hunting organizations; and

WHEREAS, as indicated through national surveys, a majority of the American public, including legal gun owners, support extensive background checks for gun ownership and limiting the availability and use of military grade, high capacity magazine assault weapons to bona-fide and highly trained law enforcement agencies; and

WHEREAS, the United States Senate, following the tragedy at Pulse Nightclub in Orlando, Florida voted on, but was unable to pass, a proposal to update the background check system for gun purchases, which would have required states to add more information on mental health records to a national database, and which also included a provision to alert law

enforcement agencies when an individual who was on a government terror watch list in the last five years buys a gun; and

WHEREAS, the United States Senate, following the tragedy at Pulse Nightclub in Orlando, Florida voted on, but was unable to pass, a proposal to expand the background check system for those buying guns to require checks at gun shows and for online purchases; and

WHEREAS, the United States Senate, following the tragedy at Pulse Nightclub in Orlando, Florida voted on, but was unable to pass, a proposal to delay gun sales to individuals included on a government terror watch list, and which also would allow a judge to permanently block a purchase if the court determined with probable cause that the individual is involved in terrorist activity; and

WHEREAS, the United States Senate, following the tragedy at Pulse Nightclub in Orlando, Florida voted on, but was unable to pass, a proposal that sought to bar all gun sales to those individuals on the terror watch list.

WHEREAS, gun violence is a pervasive, national problem that is exacerbated by the availability of semi- automatic assault weapons at gun shows, flea markets, and other organized events; and

WHEREAS, the drafters of the Second Amendment to the United States Constitution never envisioned automatic or semi-automatic weapons when the right to bear arms was first conceived; and

WHEREAS, one of the principal goals of the United States Constitution, as set forth in its preamble, is "to insure domestic tranquility"; and

WHEREAS, the proliferation of automatic and semi- automatic weapons, as well as high capacity ammunition devices and magazines, presents a growing problem to law enforcement and to this nation' s domestic tranquility; and

WHEREAS, over 5,000 gun shows are held annually across the United States, attracting thousands of attendees per show and hundreds of Federal firearms licensees and non-licensed vendors; and

WHEREAS, gun shows, as well as flea markets and other organized events at which a large number of firearms are offered for sale by federal firearms licensees and non-licensed vendors, form a significant part of the national firearms market; and

WHEREAS, at gun shows, flea markets, and other organized events at which guns are exhibited or offered for sale or exchange, criminals and others prohibited from owning firearms obtain guns without background checks and frequently use guns, whose ownership cannot be traced, to later commit crimes; and

WHEREAS, the Florida and United States legislatures have the authority to require, by statute, that any non-licensed vendors be required to conduct the same background check of the purchaser as currently required for licensed vendors; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the City:

Section 1: Calls upon our elected Federal and State Legislative and Executive officials to support safe communities and heed the requests of our City to enhance the safety of our community and our many gathering places by supporting the desires of a majority of the American public to strictly limit the availability and use of military grade-high capacity assault weapons to bona fide law enforcement agencies and to do so with the sense of urgency and commitment which is warranted in the face of the ongoing, tragic, and unnecessary loss of life triggered by mass shootings with high powered, military grade, high capacity magazine assault weapons; and

Section 2: Urges the U.S. Congress to reinstate the federal assault weapons ban; and

Section 3: Urges the Florida Legislature to instate a state ban on assault weapons; and

Section 4: Alternatively, urges the Florida Legislature to lift the preemption presently in place in order to allow local governments to impose an assault weapons ban; and

Section 5: Directs the City's federal and state lobbyists to lobby for the passage of legislation that imposes an assault weapons ban or, alternatively, allows local governments to impose an assault weapons ban and strengthens the regulations and penalties regarding assault weapons.

Section 6: Directs the City Manager's office to trdnsm.it a copy of this resolution to our state and federal elected officials, and national, state and local municipal and public safety organizations interested in promoting safe community life and preventing mass shootings in American communities, and media outlets who have been reporting on this issue.

PASSED and **ADOPTED** this 13th day of July, 2016.

ATTEST:

Philip Levine, Mayor

Rafael E. Granado, City Clerk

F:\ATTO\VANB\Resolution to Ban Assault Weapons\2016-6-29 CMB Reso Ban Assault Weapons (2).docx

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

7/6/16
Date

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Jimmy L. Morales, City Manager

FROM: Commissioner Micky Steinberg

DATE: July 6, 2016

SUBJECT: Agenda Item for July 13, 2016 City Commission Meeting; Resolution Urging the United States Food and Drug Administration (FDA) to Repeal its Prohibition on Men Who Have Had Sex with Men in the Last 12 Months From Donating Blood

---

Please place on the July 13, 2016 City Commission Agenda the attached Resolution.

The United States Food and Drug Administration (FDA) regulates blood donation in the United States and, until December 2015, explicitly barred any man who had had sex with another man, at any time since 1977, from donating blood.

This prohibition was largely designed to target HIV/AIDS. The period used to be much longer, but the FDA has amended its position to the current 12-month period. However, HIV/AIDS is now detectible a mere nine days after a person is infected.

Therefore, this resolution calls upon the United States Food and Drug Administration (FDA) to repeal its prohibition the donation of blood by men who have had sex with men within the twelve months preceding the attempted donation. Denying Miami Beach residents the privilege of donating blood unnecessarily limits the nation's blood supply.

MIAMI**BEACH**
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 C7V
Date 7-13-16

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA URGING THE UNITED STATES FOOD AND DRUG ADMINISTRATION (FDA) TO REPEAL ITS PROHIBITION ON MEN WHO HAVE HAD SEX WITH MEN WITHIN 12 MONTHS FROM DONATING BLOOD.

WHEREAS, the United States Food and Drug Administration (FDA) regulates blood donation in the United States and, until December 2015, explicitly barred any man who had had sex with another man, at any time since 1977, from donating blood; and

WHEREAS, in the more than 30 years since the FDA's original decision to exclude men who have sex with men from donating blood, the medical community has made great strides in preventing, diagnosing, treating, and understanding HIV/AIDS; and

WHEREAS, though the most common HIV test in the 1980s was burdened by a lag period was around a month, today, every unit of blood collected in America must pass a nucleic acid test, which can detect HIV nine days after a person is infected; and

WHEREAS, on January 16, 2013, the Mayor and City Commission of Miami Beach, Florida passed and adopted a resolution "urg[ing] the United States Food and Drug Administration (FDA) to repeal their longstanding prohibition on men who have sex with men from donating blood[;]" and

WHEREAS, in December 2015, the FDA amended the lifetime blood donation ban for gay men to ban donation from gay men who had sex in the past 12 months; and

WHEREAS, Washington, DC's premier HIV clinic, Whitman-Walker Health, stated, "The updated policy is still discriminatory and not rooted in the reality of HIV testing today," he wrote in response. "The deferral period should be no longer than 30 days;" and

WHEREAS, The Williams Institute, a think tank affiliated with the UCLA School of Law, found that the 12-month deferral forfeits as many as 300,000 pints of blood every year. Ending it, the institute wrote, could "help save the lives of more than a million people[;]" and

WHEREAS, there is a constant need for blood, and Miami Beach residents are known to be generous blood donors, and

WHEREAS, denying Miami Beach residents the privilege of donating blood unnecessarily limits the nation's blood supply, especially since all blood supply is screened;

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 urge the United States Food and Drug Administration (FDA) to repeal its prohibition on men who have had sex with men within the past 12 months from donating blood.

PASSED AND ADOPTED this ____ day of _____, 2016.

ATTEST:

_____
Philip Levine, Mayor

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

_____
Rafael E. Granado, City Clerk

F:\ATTO\ROSR\RFR CMB\STEINBERG\2016-07-06 Blood Donations Resolution (UPDATED)(2).docx

City Attorney — Date 9/6/16

R5

ORDINANCES

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

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 I, ENTITLED "IN GENERAL"; BY AMENDING SECTION 82-1, ENTITLED "CONDUCTING BUSINESS ON STREETS, PARKS OR OTHER PUBLIC PROPERTY; ENFORCEMENT; PENALTIES; UNPAID FINES TO CONSTITUTE LIENS," BY CREATING SUBSECTION (B) WHICH EXPRESSLY PROHIBITS COMMERCIAL TRANSACTIONS, ACTIVITIES OR OPERATIONS AT ANY PARK, BOAT RAMP, BEACH, STRUCTURE BUILDING OR OTHER PROPERTY OR PLACE OWNED, MAINTAINED OR OPERATED BY THE CITY; BY PROHIBITING ANY PORTION OF THE COMMERCIAL TRANSACTION, ACTIVITY OR OPERATION TO DIRECTLY OR INDIRECTLY OCCUR AT ANY PARK, BOAT RAMP, BEACH, STRUCTURE BUILDING OR OTHER PROPERTY OR PLACE OWNED, MAINTAINED OR OPERATED BY THE CITY; BY MODIFYING SUBSECTION (C), WHICH AMENDS THE EXISTING EXEMPTION AUTHORITY OF THE CITY MANAGER FOR THE RENDERING OF SERVICE TO THE PUBLIC; AND CREATING AN ADDITIONAL EXEMPTION TO THE PROHIBITIONS SET FORTH IN SECTION 82-1(A) AND (B), THAT WOULD REQUIRE THE CITY COMMISSION TO APPROVE A CONCESSION AGREEMENT AUTHORIZING COMMERCIAL ACTIVITIES OR OPERATIONS; AND BY CREATING SUBSECTION (D), WHICH IS A NEW ENFORCEMENT AND PENALTY PROVISION FOR VIOLATIONS, LIMITING THE AUTHORITY OF THE SPECIAL MASTER, AND INCREASING THE MONETARY FINES; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

BACKGROUND

The double lane boat ramp at Maurice Gibb Memorial Park is a no-fee marine vessel launch facility, with 11 trailer parking spaces, to which access is currently unrestricted. Historically, the City has received numerous complaints concerning both the commercial use of the Barry Kutun Boat Ramp and conflicts between operators of motorized and non-motorized vessels, such as:

- Commercial operations, like tour vehicles/vessels, often fail to observe the no-wake zone.
- Safety issues occur between operators of small non-motorized vessels and larger motorized vessels.

Agenda Item R5A

Date 7-13-16

At the October 31, 2014 Neighborhoods and Community Affairs Committee (NCAC) meeting, the Committee directed Administration to research and assess options for regulating the use of the Barry Kutun Boat Ramp.

On January 30, 2015, Administration and members of the NCAC discussed potential options to manage and improve marine activities on the boat ramp at Maurice Gibb Memorial Park. Following the discussion, the committee recommended the Mayor and City Commission to direct Administration to proceed with construction of a floating dock for non-motorized marine vessels at Maurice Gibb Memorial Park, from which non-motorized vessels including, without limitation, kayaks, canoes, and paddleboards, may be launched, and to develop and implement a plan to control access to the boat ramp at Maurice Gibb Memorial Park by limiting its use to City of Miami Beach residents for non-commercial purposes only.

On March 30, 2015, Commission accepted the recommendation from NCAC and adopt Resolution No. 2015-28957, which authorizes the Administration to proceed with the construction of a floating dock for non-motorized marine vessels at Maurice Gibb Memorial Park, located at 18th street and Purdy Avenue, Miami Beach FL; establish a policy for commercial use of the Barry Kutun Boat Ramp at Maurice Gibb Memorial Park, and in consultation with the City Attorney's Office, to develop and implement a plan to limit access to the boat ramp.

Following the direction provided by resolution, residents must now register their tow vehicle through the Parking Department and only residential vehicles with boat trailers will be allowed to park in municipal parking lot P-45. The metered parking at Maurice Gibb Memorial Park will remain available to residents and non-residents (as illustrated in Exhibit A). The enforcement and regulation of these changes at the Barry Kutun Boat Ramp will be made through the proposed ordinance.

On May 11, 2016, Commission adopted the ordinance on first reading, with direction to amend to include a provision for water taxis, permitting or licensing amphibian tours, and/or permitting with kayak renters.

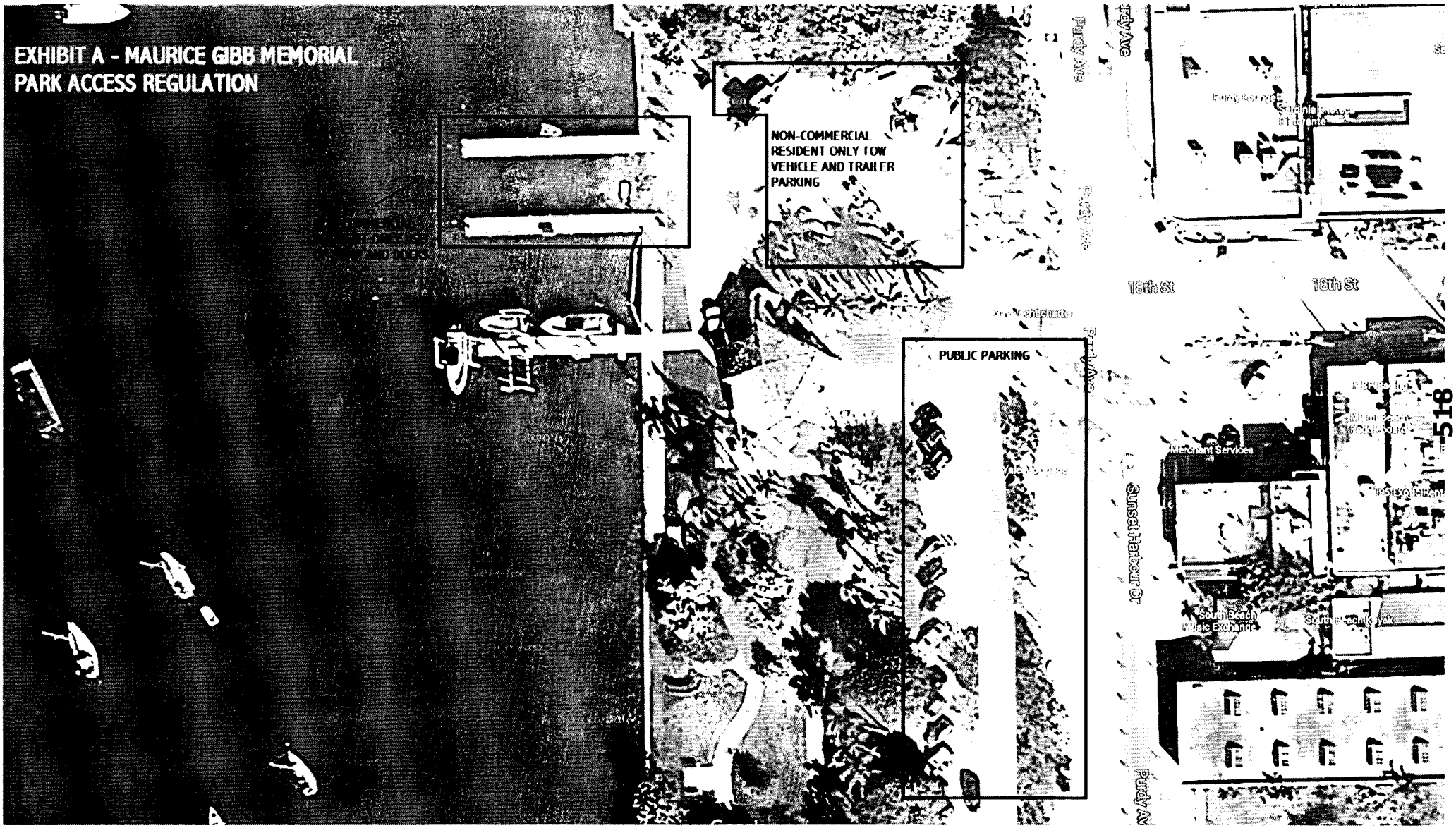
CONCLUSION

The Administration recommends the City Commission to adopt the amended ordinance on second reading.

Attachments
Exhibit A – Maurice Gibb Memorial Park Access Regulation

JLM/EC/JR

EXHIBIT A - MAURICE GIBB MEMORIAL PARK ACCESS REGULATION



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 I, ENTITLED "IN GENERAL"; BY AMENDING SECTION 82-1, ENTITLED "CONDUCTING BUSINESS ON STREETS, PARKS OR OTHER PUBLIC PROPERTY; ENFORCEMENT; PENALTIES; UNPAID FINES TO CONSTITUTE LIENS," BY CREATING SUBSECTION (B) WHICH EXPRESSLY PROHIBITS COMMERCIAL TRANSACTIONS, ACTIVITIES OR OPERATIONS AT ANY PARK, BOAT RAMP, BEACH, STRUCTURE BUILDING OR OTHER PROPERTY OR PLACE OWNED, MAINTAINED OR OPERATED BY THE CITY; BY PROHIBITING ANY PORTION OF THE COMMERCIAL TRANSACTION, ACTIVITY OR OPERATION TO DIRECTLY OR INDIRECTLY OCCUR AT ANY PARK, BOAT RAMP, BEACH, STRUCTURE BUILDING OR OTHER PROPERTY OR PLACE OWNED, MAINTAINED OR OPERATED BY THE CITY; BY MODIFYING SUBSECTION (C), WHICH AMENDS THE EXISTING EXEMPTION AUTHORITY OF THE CITY MANAGER FOR THE RENDERING OF SERVICE TO THE PUBLIC; AND CREATING AN ADDITIONAL EXEMPTION TO THE PROHIBITIONS SET FORTH IN SECTION 82-1(A) AND (B), THAT WOULD REQUIRE THE CITY COMMISSION TO APPROVE A CONCESSION AGREEMENT AUTHORIZING COMMERCIAL ACTIVITIES OR OPERATIONS; AND BY CREATING SUBSECTION (D), WHICH IS A NEW ENFORCEMENT AND PENALTY PROVISION FOR VIOLATIONS, LIMITING THE AUTHORITY OF THE SPECIAL MASTER, AND INCREASING THE MONETARY FINES; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission recognize the importance of the City's public property to the residents and visitors of the City of Miami Beach; and

WHEREAS, the City prohibits commercial transactions, activities or operations, unless expressly authorized by the City Manager upon its public property, or pursuant to a concession agreement, that is approved by the City Commission; and

WHEREAS, illegal and unauthorized commercial transactions, activities and operations upon City property, creates a dangerous and hazard situation, which is a direct threat to the residents and visitors of the City for potential unscrupulous conduct; and

WHEREAS, the City is legally obligated to ensure the health, safety and welfare of its residents and visitors who utilize its public facilities, and illegal commercial transactions, activities and operations unnecessarily exposes the City to unwarranted potential liability; and

WHEREAS, the Mayor and City Commission affirmatively acknowledge that commercial transactions, activities or operations must be prohibited at the City's parks, boat ramp(s), beach, structures, building or other property or place owned and maintained or operated by the City, unless expressly authorized by the City Manager or the City Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Section 82-1 of Article I of Chapter 82 of the Code of the City Miami Beach is hereby amended as follows:

CHAPTER 82

PUBLIC PROPERTY

* * *

ARTICLE I. In General.

* * *

Sec. 82-1. Conducting business on streets, parks or other public property; enforcement; penalties; unpaid fines to constitute liens.

(a) ~~Prohibitions.~~ It shall be unlawful for any person, while in or on any public street, avenue or alley, or any park, beach, structure, building or other property or place owned, maintained or operated by the city for public use, to sell, rent or offer for sale or rent to the public any article, commodity or service of any nature whatsoever, other than newspapers of general circulation duly entered in the United States Postal Service.

(b) It shall be unlawful for any commercial business operator, establishment, entity, organization or company that sells or rents merchandise, products, goods or services, or engages in any service that sells or rents merchandise, products or goods, including those commercial operators that transport passengers, ~~are prohibited~~ from conducting any portion of the commercial transaction, activity or operation at any park ~~the Maurice Gibb Memorial Boat Ramp or Memorial Park~~, boat ramp, beach, structure, building or other property or place owned, maintained or operated by the City. A commercial transaction, activity or operation will be deemed to have occurred ~~at the Maurice Gibb Memorial Park Boat Ramp or the Maurice Gibb Memorial Park~~ if any direct, indirect, or incidental portion of the commercial transaction, activity or operation takes place at ~~the Maurice Gibb Memorial Boat Ramp or Memorial Park~~, or uses, a City park, boat ramp, beach, structure, building or other property or place owned, maintained or operated by the City (including the Barry Kutun Boat Ramp that is located within the Maurice Gibb Memorial Park ~~any use of the Maurice Gibb Memorial Park Boat Ramp or the Maurice Givv Memorial Park~~.

~~(b)~~(c) Exemptions. This section shall not apply to:

(1) Employees of the city acting for, and on behalf of, the city, ~~or to persons~~ as specifically authorized ~~to render service to the public in any place above described~~ by the City Manager~~,~~; or

(2) ~~to p~~Persons ~~specifically~~ authorized to render service to the public in any place ~~above-described~~ set forth in subsection (a) and (b), by the City Manager, provided the rendered service is a commercial outdoor fee based activity that has minimal impact to the City's public property; or

(3) A commercial business operator, establishment, entity, organization or company is authorized to render service to the public pursuant to a concession agreement approved by the City Commission.

(4)~~(2)~~ Persons participating in any art show or exhibit held on all city properties under the specific authorization of the city commission and who are exhibiting paintings or objects of art produced or created by such persons.

~~(c)~~(d) ~~Enforcement; penalties; appeals; unpaid fines to constitute liens. Enforcement of this section shall be in accordance with the following procedures:~~

Penalties and enforcement.

(1) A violation of this Section shall be subject to the following fines:

a. If the violation is the first offense, a person or business shall receive a civil fine of $250.00;

b. If the violation is the second violation within the preceding six months, a person or business shall receive a civil fine of $500.00;

c. If the violation is the third violation within the preceding six months, a person or business shall receive a civil fine of $1,000.00; and

d. If the violation is the fourth or subsequent violation within the preceding six months, a person or business shall receive a civil fine of $2,000.00.

(2) Enforcement. The Miami Beach ~~p~~Police ~~d~~Department, ~~or~~ the Code Compliance Department, or the Parks and Recreation Department shall enforce this section. This shall not preclude other law enforcement agencies from any action to assure compliance with this section and all applicable laws. If a violation of this section is observed, the 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 special master may be informed of such failure by report from the police officer. The failure of the named violator to appeal the decision of the police officer within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special master, and shall be treated as an admission of the violation, for which fines and penalties shall be assessed accordingly.

d. A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. On or after the sixty-first (61st) day following the recording of any such lien that remains unpaid, the City may foreclose or otherwise execute upon the lien.

e. Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

f. The special master shall be prohibited from hearing the merits of the notice of violation or considering the timeliness of a request for an administrative hearing if the violator has failed to request an administrative hearing within ten (10) days of the service of the notice of violation.

g. The special master shall not have discretion to alter the penalties prescribed in subsection (d)(1).

~~(1) If a code compliance officer finds a violation of this chapter, the 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 days after service of the notice of violation, and that failure to do so shall constitute an admission of the violation and waiver of the right to a hearing.~~

~~(2) A violator who has been served with a notice of violation shall elect either to:~~

~~a. Pay the civil fine as follows:~~

~~(i) First offense: $50.00;~~

~~(ii) Second offense: $100.00;~~

~~(iii) Third and subsequent offenses: $250.00; or~~

~~b. Request an administrative hearing within 20 days before a special master appointed as provided in article II of chapter 30 to appeal the decision of the code compliance officer which resulted in the issuance of the notice of violation;~~

~~c. The special master shall not have discretion to alter the penalties prescribed in subsection (c)(2)a.~~

~~(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. A waiver of the right to an administrative hearing shall be treated as an admission of the violation and penalties may be assessed accordingly.~~

~~(4) Any party aggrieved by the decision of the special master may appeal the decision in accordance with law.~~

~~(5) The city may institute proceedings in a court of competent jurisdiction to compel payment of civil fines.~~

~~(6) 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 foreclose or otherwise execute upon the lien.~~

~~(d) [Procedures for appeals.] The procedures for appeal of the notice of violation by administrative hearing shall be as set forth in sections 102-384 and 102-385.~~

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 ten (10) days following adoption.

PASSED AND ADOPTED this _____ day of_____, 2016.

ATTEST:

_____
Mayor Philip Levine

_____
Rafael E. Granado, City Clerk

Underline denotes additions
~~Strikethrough~~ denotes deletions
Double underline denotes additions after First Reading
~~Double strikethrough~~ denotes deletions after First Reading

(Sponsored by Commissioner Michael Grieco)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney AB 7/5/16
Date

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
JULY 13, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016**, at the times listed, or as soon thereafter as the matter can be heard, to consider:

10:00 a.m.
An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article I, Entitled "In General"; By Amending Section 82-1, Entitled "Conducting Business On Streets, Parks Or Other Public Property; Enforcement; Penalties; Unpaid Fines To Constitute Liens," By Creating Subsection (b), Which Expressly Prohibits Commercial Transactions, Activities Or Operations At Any Park, Boat Ramp, Beach, Structure Building Or Other Property Or Place Owned, Maintained Or Operated By The City; By Prohibiting Any Portion Of The Commercial Transaction, Activity Or Operation To Directly Or Indirectly Occur At Any Park, Boat Ramp, Beach, Structure Building Or Other Property Or Place Owned, Maintained Or Operated By The City; By Creating Subsection (c)(1), Which Modifies The Exemption Authority Of The City Manager's Approval For The Rendering Of Service To The Public; And By Creating Subsection (c)(3), Which Establishes An Additional Exemption To The Prohibitions Set Forth In Section 82-1(a) And (b), That Would Require The City Commission To Approve A Concession Agreement Authorizing Commercial Activities Or Operations; And By Creating Subsection (d), Which Is A New Enforcement And Penalty Provision For Violations, Limiting The Authority Of The Special Master, And Increasing The Monetary Fines; Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Parks and Recreation Department at 305.673.7730.*

10:05 a.m.
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity," To Amend Section 142-213, "Conditional Uses," To Include Requirements Pertaining To Hall For Hire Uses For Properties Located Within The Locally Designated Museum Historic Preservation District; Providing For Repealer; Severability; Codification; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

10:10 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 3 Entitled "Lobbyists," Section 2-482(a)(4) Thereof, By Requiring A Lobbyist Who Has Within The Past Election Cycle Provided Campaign Consulting Services To An Incumbent Member Of The City Commission To Disclose Such Particular Service On His/Her Lobbyist Registration Form And To Disclose Such Particular Service Orally Before Lobbying The City Commission At A Public Meeting, Providing Definitions, And Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:15 a.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 118, "Administration And Review Procedures," Article II, "Boards," By Creating Section 118-33 To Establish The Miami Beach Panel Of Architects ("MBPOA"); And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction By Authorizing The MBPOA To Conduct Certain Reviews; Creating Division 6, Entitled "Miami Beach Panel Of Architects," At Sections 118-139 Through 118-156, Providing For Purpose, Composition Of Board, Membership, Qualifications, Quorum, Meeting Procedures, Powers And Duties, Fees And Applications; Amending Section 118-8, Entitled "Notice Procedures For Quasi-Judicial, Public Hearing Quasi-Judicial Land Use Board Actions" To Include Notice Procedures For Proceedings Before The MBPOA; And Amending Section 118-9, Entitled "Rehearing And Appeal Procedures," To Provide Procedures For Appeals From The MBPOA; Providing For Codification; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
A Resolution Authorizing Two (2) Waivers Of Development Regulations, By A 5/7 Vote Of The City Commission, After Public Hearing, Pursuant To Section 142-425(d), Of The City's Code, For The Altos Del Mar Park Project, And Adjacent Parking Lot, Parking Lot No. P-106, Located At 75th Street And Collins Avenue, Within The Harding Townsite/South Altos Del Mar Historic District And Within The Altos Del Mar Neighborhood: (1) A Waiver Of Section 142-802(3), Of The City Code In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Three Feet, Five Inches (3'5") In Order To Construct The Proposed Restroom And Storage Building Within Parking Lot No. P-106; And (2) A Waiver Of Section 142-802(7), Of The City Code, As The Existing Parking Lot (P-106) And Proposed Restroom Exceed The Oceanfront Overlay Minimum Requirement That At Least 50 Percent Of The Required Rear Yard Setback Be Open To The Sky And Landscaped. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and/or the Planning Department at 305.673.7550.*

10:35 a.m.
A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, Pursuant To Section 82-37(a), Of The City Code, The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); And Further Conditioning The Vacation Of The Alley On: (1) The Issuance By The City Of Two Quit Claim Deeds; (2) The Granting Of An Access And Use Easement By The Developer To The City; And (3) The Final Approval And Execution Of A Development Agreement Between The City And The Developer. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Public Works Department at 305.673.7080.*

10:40 a.m.
A Resolution Adopting The Fifth Amendment To The General Fund, Enterprise Fund, Internal Service Fund And Special Revenue Fund Budgets For Fiscal Year (FY) 2015/16. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

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. 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 No. 1162

525

Condensed Title:

An Ordinance Amendment to the Land Development Regulations modifying the Conditional Use regulations in the RM-2 Zoning District.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

SECOND READING – PUBLIC HEARING

The proposed Ordinance would amend the Land Development Regulations by adding a 'hall-for-hire' to the list of conditional uses in the RM-2 district for certain properties located within the Museum Local Historic District.

On March 30, 2016 the Land Use and Development Committee recommended approval of the proposed ordinance. On April 13, 2016, the City Commission referred the item to the Planning Board for review.

On June 8, 2016, the City Commission: 1) accepted the recommendation of the Land Use and Development Committee via separate motion; 2) approved the proposed Ordinance Amendment at First Reading and; 3) set a Second Reading Public Hearing for July 13, 2016.

The Administration recommends that the City Commission adopt the ordinance.

Advisory Board Recommendation:

On May 24, 2016, the Planning Board (vote of 4-0), transmitted the proposal to the City Commission with a favorable recommendation.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016 **SECOND READING – PUBLIC HEARING**

SUBJECT: **Hall For Hire Use In Museum Historic District**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION IV, "RM-2 RESIDENTIAL MULTIFAMILY, MEDIUM INTENSITY," TO AMEND SECTION 142-213, "CONDITIONAL USES," TO INCLUDE REQUIREMENTS PERTAINING TO HALL FOR HIRE USES FOR PROPERTIES LOCATED WITHIN THE LOCALLY DESIGNATED MUSEUM HISTORIC PRESERVATION DISTRICT; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the ordinance.

BACKGROUND

On December 9, 2015, at the request of Commissioner Joy Malakoff, the City Commission referred this request to the Land Use and Development Committee (Item C4A). On January 20, 2016, the Land Use and Development Committee (LUDC) discussed and continued the item to a date certain of February 17, 2016.

On February 17, 2016, representatives of Temple Emanue-el addressed the LUDC and summarized their proposal, as well as outreach efforts to surrounding residential structures. The Land Use Committee directed staff to prepare a draft Ordinance in accordance with the discussion and continued the matter to March 30, 2016.

On March 30, 2016, the LUDC discussed the item and recommended that the City Commission refer the request to the Planning Board. On April 13, 2016, the City Commission referred the proposed ordinance to the Planning Board.

ANALYSIS

The RM-2 residential multifamily, medium intensity district is designed for medium intensity multi-family residences. The main permitted uses in the RM-2 district are single-family detached dwellings, townhomes, apartments, apartment-hotels, and hotels. The following are

'Conditional Uses' within the RM-2 zoning district:

- 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 Neighborhood Impact Establishment.

Temple Emanue-el, located at 1701 Washington Avenue, was built in 1947 as a religious institution. In 1975 an activity center was constructed as an addition on the north side of the property. The subject property is zoned RM-2; the existing structure on site is classified as 'contributing' and is located within the boundaries of the Museum Local Historic District.

The definition of 'religious institution' in section 114.1 of the city code allows for catering of certain types of events (e.g., weddings, confirmations, and coming-of-age events), but does not allow for a hall for hire use for private events not covered in the definition. A proposal has been put forward by Temple Emanuel to expand the type of public and private events allowed on the property. In order to accomplish this, the code would need to be amended in order to allow for a hall-for-hire use within the RM-2 zoning district.

The attached ordinance would add a 'hall-for-hire' to the list of conditional uses in the RM-2 district for properties located within the Museum Local Historic District (see attached map illustrating the boundaries of this area). Such an amendment would not be limited to a single piece of property, and would give the operators of Temple Emanue-el latitude to accommodate non-religious events and meetings in the attached accessory structure. Further, as the proposed hall-for-hire use would require the review and approval of the Planning Board, appropriate intensities of use, as well operational safeguards would be at the discretion of the Planning Board.

Additionally, in order to ensure that a future hall-for-hire use is compatible with the medium scale, residential character of the immediate geographical area, the following has been incorporated into the proposed code amendment:

- The prohibition of dance halls, entertainment establishments, neighborhood impact establishments, outdoor entertainment establishments, open air entertainment establishments and outdoor music (including background music), proposed to be operated on a permanent basis.

- Stand-alone bars and alcoholic beverage establishments shall be prohibited.

PLANNING BOARD REVIEW

On May 24, 2016, the Planning Board (by a 4-0 vote) transmitted the proposed Ordinance to the City Commission with a favorable recommendation.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the

long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

SUMMARY

On June 8, 2016, the City Commission approved the ordinance at First Reading, with no changes.

CONCLUSION

The Administration recommends that the City Commission adopt the ordinance.

JLM/SMT/TRM

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HALL FOR HIRE USE IN MUSEUM HISTORIC DISTRICT

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION IV, "RM-2 RESIDENTIAL MULTIFAMILY, MEDIUM INTENSITY," TO AMEND SECTION 142-213, "CONDITIONAL USES," TO INCLUDE REQUIREMENTS PERTAINING TO HALL FOR HIRE USES FOR PROPERTIES LOCATED WITHIN THE LOCALLY DESIGNATED MUSEUM HISTORIC PRESERVATION DISTRICT; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, Section 142-213 of the City Code regulates conditional uses within the Residential Multifamily Medium Intensity, RM-2, zoning district; and

WHEREAS, the Mayor and City Commission desire to amend Section 142-213 to permit existing religious institutions in the locally designated Museum Historic Preservation District to obtain conditional use approval for a hall for hire use, subject to certain restrictions; and

WHEREAS, the religious institution use often has ancillary areas utilized for group gatherings, and such facilities could be used as a "Hall for Hire," so that such religious institutions can support themselves and such use would be compatible with the surrounding area; and

WHEREAS, the Planning Board recommended approval of this Ordinance at its meeting dated May 24, 2016 by a vote of 4-0; and

WHEREAS, the amendment set forth below is necessary to accomplish all of the above objectives.

WHEREAS, the amendment set forth below is necessary to accomplish all of the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Chapter 142, "Zoning Districts And Regulations", Article II, "District Regulations", Division 3, "Residential Multifamily Districts", Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity", of the Code of the City of Miami Beach, Florida is hereby amended as follows:

CHAPTER 142
ZONING DISTRICTS AND REGULATIONS

* * *

ARTICLE II. – DISTRICT REGULATIONS

* * *

DIVISION 3. – RESIDENTIAL MULTIFAMILY DISTRICTS

* * *

Subdivision IV. – RM-2 Residential Multifamily, Medium Intensity

* * *

Sec. 142-213. Conditional uses.

(a) The conditional uses in the RM-2 residential multifamily, medium 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; and accessory neighborhood impact establishment; as set forth in article V, division 6 of this chapter.

(b) *Museum Historic Preservation District*. In addition to the conditional uses specified in section 142-213(a), existing religious institutions located on properties in the Museum Historic Preservation District, which contain a contributing structure, may obtain conditional use approval for a separate hall for hire use within the interior of the existing religious institution. Any such hall for hire use shall comply with the following additional regulations:

(1) Entertainment may only be permitted in the hall for hire;

(2) The hall for hire use shall cease operations by 11:00 PM on Sunday through Thursday, and by 12:00 AM on Friday and Saturday;

(3) Only the property owner, its subsidiaries, and its invited guests may hold events at the hall for hire;

(4) Restaurants, stand-alone bars, and alcoholic beverage establishments, shall be prohibited;

(5) Outdoor dining, outdoor entertainment, open-air entertainment uses, outdoor speakers and outdoor music shall be prohibited;

(6) There shall be no variances from the provisions of Section 142-213(b).

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 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 _____, 2016.

_____
Philip Levine
Mayor

ATTEST:

_____
Rafael E. Granado
City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

6/29/16
City Attorney Date

First Reading: June 8, 2016
Second Reading: July 13, 2016

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

Underline = new language
~~Strikethrough~~ = deleted language

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MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
JULY 13, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016**, at the times listed, or as soon thereafter as the matter can be heard, to consider:

10:00 a.m.
An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article I, Entitled "In General"; By Amending Section 82-1, Entitled "Conducting Business On Streets, Parks Or Other Public Property; Enforcement; Penalties; Unpaid Fines To Constitute Liens," By Creating Subsection (b), Which Expressly Prohibits Commercial Transactions, Activities Or Operations At Any Park, Boat Ramp, Beach, Structure Building Or Other Property Or Place Owned, Maintained Or Operated By The City; By Prohibiting Any Portion Of The Commercial Transaction, Activity Or Operation To Directly Or Indirectly Occur At Any Park, Boat Ramp, Beach, Structure Building Or Other Property Or Place Owned, Maintained Or Operated By The City; By Creating Subsection (c)(1), Which Modifies The Exemption Authority Of The City Manager's Approval For The Rendering Of Service To The Public; And By Creating Subsection (c)(3), Which Establishes An Additional Exemption To The Prohibitions Set Forth In Section 82-1(a) And (b), That Would Require The City Commission To Approve A Concession Agreement Authorizing Commercial Activities Or Operations; And By Creating Subsection (d), Which Is A New Enforcement And Penalty Provision For Violations, Limiting The Authority Of The Special Master, And Increasing The Monetary Fines; Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Parks and Recreation Department at 305.673.7730.*

10:05 a.m.
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity," To Amend Section 142-213, "Conditional Uses," To Include Requirements Pertaining To Hall For Hire Uses For Properties Located Within The Locally Designated Museum Historic Preservation District; Providing For Repealer; Severability; Codification; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

10:10 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 3 Entitled "Lobbyists," Section 2-482(a)(4) Thereof, By Requiring A Lobbyist Who Has Within The Past Election Cycle Provided Campaign Consulting Services To An Incumbent Member Of The City Commission To Disclose Such Particular Service On His/Her Lobbyist Registration Form And To Disclose Such Particular Service Orally Before Lobbying The City Commission At A Public Meeting, Providing Definitions, And Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:15 a.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 118, "Administration And Review Procedures," Article II, "Boards," By Creating Section 118-33 To Establish The Miami Beach Panel Of Architects ("MBPOA"); And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction By Authorizing The MBPOA To Conduct Certain Reviews; Creating Division 6, Entitled "Miami Beach Panel Of Architects," At Sections 118-139 Through 118-156, Providing For Purpose, Composition Of Board, Membership, Qualifications, Quorum, Meeting Procedures, Powers And Duties, Fees And Applications; Amending Section 118-8, Entitled "Notice Procedures For Quasi-Judicial, Public Hearing Quasi-Judicial Land Use Board Actions" To Include Notice Procedures For Proceedings Before The MBPOA; And Amending Section 118-9, Entitled "Rehearing And Appeal Procedures," To Provide Procedures For Appeals From The MBPOA; Providing For Codification; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
A Resolution Authorizing Two (2) Waivers Of Development Regulations, By A 5/7 Vote Of The City Commission, After Public Hearing, Pursuant To Section 142-425(d), Of The City's Code, For The Altos Del Mar Park Project, And Adjacent Parking Lot, Parking Lot No. P-106, Located At 75th Street And Collins Avenue, Within The Harding Townsite/South Altos Del Mar Historic District And Within The Altos Del Mar Neighborhood: (1) A Waiver Of Section 142-802(3), Of The City Code In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Three Feet, Five Inches (3'5") In Order To Construct The Proposed Restroom And Storage Building Within Parking Lot No. P-106; And (2) A Waiver Of Section 142-802(7), Of The City Code, As The Existing Parking Lot (P-106) And Proposed Restroom Exceed The Oceanfront Overlay Minimum Requirement That At Least 50 Percent Of The Required Rear Yard Setback Be Open To The Sky And Landscaped. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and/or the Planning Department at 305.673.7550.*

10:35 a.m.
A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, Pursuant To Section 82-37(a), Of The City Code, The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); And Further Conditioning The Vacation Of The Alley On: (1) The Issuance By The City Of Two Quit Claim Deeds; (2) The Granting Of An Access And Use Easement By The Developer To The City; And (3) The Final Approval And Execution Of A Development Agreement Between The City And The Developer. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Public Works Department at 305.673.7080.*

10:40 a.m.
A Resolution Adopting The Fifth Amendment To The General Fund, Enterprise Fund, Internal Service Fund And Special Revenue Fund Budgets For Fiscal Year (FY) 2015/16. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

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. 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 No. 1162

533

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARING
ORDINANCE REGULATING HALL FOR HIRE USE IN MUSEUM HISTORIC DISTRICT

JULY 13, 2016

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 Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 13, 2016 at 10:05 a.m.**, or as soon thereafter as the matter can be heard, to consider the adoption of the following Ordinance:

An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity," To Amend Section 142-213, "Conditional Uses," To Include Requirements Pertaining To Hall For Hire Uses For Properties Located Within The Locally Designated Museum Historic Preservation District; Providing For Repealer; Severability; Codification; And An Effective Date.

This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. 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 1166

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MIAMI BEACH

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: **July 13, 2016** **SECOND READING – PUBLIC HEARING**

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 3, ENTITLED "LOBBYISTS," SECTION 2-482(a)(4) THEREOF, BY REQUIRING A LOBBYIST WHO HAS WITHIN THE PAST ELECTION CYCLE PROVIDED CAMPAIGN CONSULTING SERVICES TO AN INCUMBENT MEMBER OF THE CITY COMMISSION TO DISCLOSE SUCH PARTICULAR SERVICE ON HIS/HER LOBBYIST REGISTRATION FORM AND TO DISCLOSE SUCH PARTICULAR SERVICE ORALLY BEFORE LOBBYING THE CITY COMMISSION AT A PUBLIC MEETING, PROVIDING DEFINITIONS; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Pursuant to the request of Commissioner Kristen Rosen Gonzalez, the attached Ordinance has been drafted for the purpose of amending the City's ethics code to require lobbyists who have within the past election cycle provided campaign consulting services to an incumbent member of the City Commission to disclose such particular service on his/her lobbyist registration form. Although existing City Code section 2-482(a)(4) requires lobbyists to disclose in their registration "the general nature" of contractual relationships held with City personnel to be lobbied, this proposed measure will ensure greater transparency by requiring lobbyists to additionally provide specific disclosure of their contractual provision of campaign consulting services to incumbent members of the City Commission.

At First Reading, an additional amendment was approved by the City Commission to require the above-referenced lobbyists to also orally disclose the specified campaign consulting services before lobbying the City Commission at a public meeting.

Inasmuch as the United States Supreme Court has acknowledged that "[t]he activities of lobbyists who have direct access to elected representatives, if undisclosed, may well present the appearance of corruption,"[1] it is believed that this legislation supports the City's governmental interest in serving to enhance public confidence in the electoral and municipal processes of the City of Miami Beach.

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[1] *See McIntyre v. Ohio Elections Comm'n,* 514 U.S. 334, 356 n. 20, 115 S. Ct. 1511, 1523 n. 20 (1995).

Agenda Item R5C
Date 7-13-16

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 3, ENTITLED "LOBBYISTS," SECTION 2-482(a)(4) THEREOF, BY REQUIRING A LOBBYIST WHO HAS WITHIN THE PAST ELECTION CYCLE PROVIDED CAMPAIGN CONSULTING SERVICES TO AN INCUMBENT MEMBER OF THE CITY COMMISSION TO DISCLOSE SUCH PARTICULAR SERVICE ON HIS/HER LOBBYIST REGISTRATION FORM AND TO DISCLOSE SUCH PARTICULAR SERVICE ORALLY BEFORE LOBBYING THE CITY COMMISSION AT A PUBLIC MEETING, PROVIDING DEFINITIONS; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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 3, entitled "Lobbyists," section 2-482(a)(4) thereof, is hereby amended to read as follows:

Sec. 2-482. – Registration; disclosures.

(a) All lobbyists shall, before engaging in any lobbying activities, register with the city clerk. Every person required to register shall register on forms prepared by the clerk, pay a registration fee of $350.00, as specified in appendix A and state under oath:

* * *

(4) The commissioner or personnel sought to be lobbied, and whether the lobbyist has entered into any contractual relationship (paid or unpaid) with said city commissioner or personnel from 12 months preceding such person's commencement of service with the city to the present date, stating the general nature of the subject contractual relationship.

a. A lobbyist who has within the past election cycle provided campaign consulting services to an incumbent member of the City Commission shall disclose such particular service on his/her lobbyist registration form and shall orally disclose such particular service before lobbying the City Commission at a public meeting.

b. For purposes of subsection (4)(a) above, the following definitions shall apply:

Past election cycle means the immediately preceding City of Miami Beach Election held for the purpose of electing a member of the City Commission.

Campaign consulting services means primary responsibility for campaign management or campaign strategy.

Campaign management means conducting, coordinating or supervising a campaign to elect a candidate.

Campaign strategy means formulation of plans for the election of a candidate.

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 the _____ day of _____, 2016.

PASSED and ADOPTED this _____ day of _____, 2016.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

Underline denotes additions
~~Strikethrough~~ denotes deletions

(Sponsored by Commissioner Kristen Rosen Gonzalez)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date 6/9/16

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
JULY 13, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016**, at the times listed, or as soon thereafter as the matter can be heard, to consider:

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An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity," To Amend Section 142-213, "Conditional Uses," To Include Requirements Pertaining To Hall For Hire Uses For Properties Located Within The Locally Designated Museum Historic Preservation District; Providing For Repealer; Severability; Codification; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

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An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 118, "Administration And Review Procedures," Article II, "Boards," By Creating Section 118-33 To Establish The Miami Beach Panel Of Architects ("MBPOA"); And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction By Authorizing The MBPOA To Conduct Certain Reviews; Creating Division 6, Entitled "Miami Beach Panel Of Architects," At Sections 118-139 Through 118-156, Providing For Purpose, Composition Of Board, Membership, Qualifications, Quorum, Meeting Procedures, Powers And Duties, Fees And Applications; Amending Section 118-8, Entitled "Notice Procedures For Quasi-Judicial, Public Hearing Quasi-Judicial Land Use Board Actions" To Include Notice Procedures For Proceedings Before The MBPOA; And Amending Section 118-9, Entitled "Rehearing And Appeal Procedures," To Provide Procedures For Appeals From The MBPOA; Providing For Codification; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

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10:35 a.m.
A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, Pursuant To Section 82-37(a), Of The City Code, The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); And Further Conditioning The Vacation Of The Alley On: (1) The Issuance By The City Of Two Quit Claim Deeds; (2) The Granting Of An Access And Use Easement By The Developer To The City; And (3) The Final Approval And Execution Of A Development Agreement Between The City And The Developer. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Public Works Department at 305.673.7080.*

10:40 a.m.
A Resolution Adopting The Fifth Amendment To The General Fund, Enterprise Fund, Internal Service Fund And Special Revenue Fund Budgets For Fiscal Year (FY) 2015/16. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

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. 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 No. 1162

539

Condensed Title:

An Ordinance Amendment to the Land Development Regulations establishing the Miami Beach Panel of Architects.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

SECOND READING – PUBLIC HEARING

The proposed Ordinance would amend the Land Development Regulations by creating the Miami Beach Panel of Architects to review new single family home construction city wide.

On May 18, 2016 the Land Use and Development Committee recommended approval of the proposed ordinance, to be effective upon approval of a proposed ballot question creating an exemption for design professionals.

On June 8, 2016, the City Commission accepted the recommendation of the Land Use and Development Committee via separate motion, approved the subject ordinance at First Reading and scheduled a Second Reading Public Hearing for July 13, 2016.

The Administration recommends that the City Commission adopt the ordinance

Advisory Board Recommendation:

On June 28, 2016, the Planning Board (by a 5-0 vote) transmitted the proposed Ordinance with modifications to the City Commission with a favorable recommendation.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016 **SECOND READING – PUBLIC HEARING**

SUBJECT: **Miami Beach Panel of Architects**

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, CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY CREATING AT SECTION 118-33, TO ESTABLISH THE MIAMI BEACH PANEL OF ARCHITECTS (MBPOA); AND BY AMENDING THE CRITERIA AND PROCEDURAL THRESHOLDS FOR THE REVIEW AND APPROVAL OF NEW SINGLE-FAMILY RESIDENTIAL CONSTRUCTION BY AUTHORIZING THE MBPOA TO CONDUCT CERTAIN REVIEWS; AND CREATING DIVISION 6, ENTITLED "MIAMI BEACH PANEL OF ARCHITECTS," AT SECTIONS 118-139 THROUGH 118-149, PROVIDING FOR PURPOSE, COMPOSITION OF BOARD, MEMBERSHIP, QUALIFICATIONS, QUORUM, MEETING PROCEDURES, POWERS AND DUTIES, FEES AND APPLICATIONS; AND MODIFYING SEC. 118-8, ENTITLED "NOTICE PROCEDURES FOR QUASI-JUDICIAL, PUBLIC HEARING QUASI-JUDICIAL LAND USE BOARD ACTIONS" TO INCLUDE NOTICE PROCEDURES FOR PROCEEDINGS BEFORE THE MIAMI BEACH PANEL OF ARCHITECTS; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the Ordinance.

BACKGROUND

On February 10, 2016, at the request of Commissioner Joy Malakoff, the City Commission referred a discussion item to the Land Use and Development Committee (Item C4J), pertaining to demolition procedures for single family homes. On February 17, 2016, the Land Use Committee directed the Administration to prepare the following for additional discussion at the March 30, 2016 meeting:

1. A draft ordinance extending existing demolition procedures to all single family homes.

2. Provide additional data on the potential fiscal and review process impact of having all new single family home construction reviewed by the Design Review Board.

On March 30, 2016, the Land Use Committee endorsed the draft ordinance regarding demolition procedures for single family homes and continued the discussion pertaining to a review process for all single family homes to April 20, 2016. The Committee also requested that the following information be brought back for discussion on April 20, 2016:

1. The City Attorney shall provide draft ballot language pertaining to an ethics ordinance modification for design professionals serving on both a new, rotating board of architects, as well as the existing City Land Use Boards.

2. The Planning Department shall obtain information on the City of Coral Gables Board of Architects process, and put together an outline of how such a process might be implemented in the City of Miami Beach.

On April 20, 2016, the Land Use Committee discussed the City of Coral Gables Board of Architects process and how a similar streamlined process could be adopted for Miami Beach for the review of new single family residential construction. The Committee also requested that a draft ordinance be brought back for discussion.

On May 18, 2016, the Land Use Committee reviewed the draft ordinance prepared by staff, creating a Miami Beach Panel of Architects. The LUDC recommended the following:

1. That the City Commission refer the proposed Ordinance Amendment to the Planning Board, with an effective date after a referendum in November.

2. That the Option 2 referendum language be forwarded to the full Commission with a favorable recommendation.

On June 8, 2016, the City Commission approved the proposed ordinance amendment at First Reading and referred it to the Planning Board for review and recommendation.

ANALYSIS

The current DRB process is not well structured to accommodate the level of single family home review previously suggested by the Design Review Board. As an alternative, a separate process for single family home review, consisting of a rotating panel of design professionals, has been proposed. The panel of architects proposed for Miami Beach is modeled on the City of Coral Gables Board of Architects process.

In this regard, the proposed Miami Beach Panel of Architects would meet on a bi-weekly basis, with less onerous notice and application exhibit requirements. Additionally, as a tangible strategy to recruit more design professionals to serve on the panel, a separate ballot question has also been proposed, which would amend the City's ethics laws to create a narrow exception for professionals practicing in architecture and landscape architecture.

The following is a summary of the proposed ordinance creating a Miami Beach Panel of Architects (MBPOA); as approved by the City Commission at First Reading:

- The Miami Beach Panel of Architects (MBPOA) would review new single family residential construction, including substantial additions, which are vacant or currently contain a post-1942 single family residence or a non-architecturally significant pre-1942 single family residence.

- The MBPOA would consist of a total of up to fifteen (15) design professionals, each appointed to serve for a term of one (1) year. The members of the MBPOA shall serve on a rotating basis and a review panel shall consist of three (3) members, serving on a rotating basis.

- MBPOA members would be appointed by the City Manager, with the consent of the City Commission. Each member shall be a State of Florida registered architect or landscape architect, and shall have demonstrated experience in the design and construction of projects or landscape design within the City of Miami Beach during the last five (5) years.

- MBPOA members would have to either be a resident of, or have their principal place of business in the City of Miami Beach. At the discretion of the City Manager, and with the consent of the City Commission, this residency requirement may be waived, provided that the applicant is a resident of, or has their principal place of business in Miami-Dade or Broward County.

- A quorum of two (2) members would be required to consider an application and a simple majority will be necessary to approve any application. In the case of a tie vote for a two (2) member panel, the matter will be continued to the next meeting.

- The MBPOA Panel would meet on a twice monthly basis, quorum permitting, and such meetings shall not occur on a regularly scheduled HPB, DRB, PB or BOA monthly meeting day. The Planning Department would schedule all meetings of the Panel, coordinate attendance, as well as provide administrative and staff support. The City Attorney's office shall provide legal counsel, as may be needed from time to time.

- The MBPOA meeting would be open to the public, but it would not a public hearing. The member serving as the Chairperson to the Panel would have the discretion whether or not to allow public comments and limit the time per presenter.

- Any matter heard by the MBPOA Panel would not be quasi-judicial and would not replace the quasi-judicial hearing of the DRB that may be requested by the Applicant or an Affected Person following a Panel's decision.

- The MBPOA would review all applications in accordance with the applicable criteria and requirements of section 142-105 of the land development regulations of the City Code, and would not have the authority to approve any variances or grant any waivers of any portions of the City Code.

- All applications for review by the MBPOA must be filed with the Planning Department no later than fourteen (14) calendar days before the meeting date.

- Notice procedures for Miami Beach Panel of Architects would be limited to the posting of the subject property – ministerial review and not quasi-judicial at least five (5) days prior to the MBPOA meeting.

- An appeal of a decision of the Miami Beach Panel of Architects would be to the Design Review Board, which appeal shall be quasi-judicial, and a de novo review of the decision of the MBPOA. An appeal shall be submitted to the planning director on or before the 15th day after the date on which the decision by the Panel is reached.

- Parties eligible to file an appeal of a MBPOA decision would be limited to the following:
  (i) Original applicant/property owner.
  (ii) The city manager on behalf of the city administration
  (iii) An affected person, which for purposes of this section shall mean a person owning property within 100 feet of the Application.

PLANNING BOARD REVIEW

On June 28, 2016, the Planning Board (by a 5-0 vote) transmitted the proposed Ordinance to the City Commission with a favorable recommendation. The Planning Board also recommended modifications to the powers and duties of the MBPOA, to clarify that approval is required prior to new construction, and not demolition; this minor text change has been incorporated into the attached ordinance. Additionally, the Planning Board recommended increasing the sunset date from six (6) months to one (1) year.

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 / UPDATE

The proposed ordinance would create a review procedure for new single family homes on vacant lots and lots containing a post-1942 home. As noted in the analysis section, the proposal is far less demanding than the DRB process.

In order to ensure that the Panel of Architects proposed herein can function properly, a separate proposal to amend the Code of Ethics in the City Code has also been proposed, in order to create a limited exemption from the lobbying prohibition applicable to City board members, which exemption would allow architects and landscape architects to serve on the proposed Panel, and still conduct professional design work in the City. Since this proposed modification to the Ethics Code requires the approval of the City's voters, the Ordinance proposed herein must be adopted by the City Commission either prior to or at the same meeting that the proposed ballot language is approved.

In order to meet Miami-Dade County's August 2016 deadline to submit all ballot questions, at the request of the item sponsor, First Reading of the Ordinance took place on June 8, 2016, prior to Planning Board review. Should the ballot measure creating a limited exemption for design professionals not be approved by the voters, a repeal provision has been included in the ordinance. As drafted, the repeal would be automatic, pending the result of the November 8, 2016 ballot question.

Finally, an effective date of February 1, 2017 is proposed, as well as the inclusion of an 'exceptions clause for anyone who obtained a Building Permit Process Number from the Building Department on or before the effective date of the ordinance. In the event that the ballot measure is approved, staff will need some lead time to fine-tune the panel process, and there will likely be a number of permits in applied status that could be impacted by the review panel process.

At First Reading approval on June 8, 2016, the City Commission requested the following changes to the Ordinance:

1. A time limit be set for the number of times an application can be considered by the panel of Architects.
2. Clarify the review criteria that the Panel of Architects will use.
3. Provide for a 6-month sunset provision, which can be extended by the City Commission.

These changes have been incorporated into the attached ordinance and were reviewed by the Planning Board.

CONCLUSION

The Administration recommends that the City Commission adopt the ordinance with an increase in the sunset date from six (6) months to one (1) year, as recommended by the Planning Board.

JLM/SMT/TRM/RAM

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MIAMI BEACH PANEL OF ARCHITECTS

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, CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE II, "BOARDS," BY CREATING SECTION 118-33 TO ESTABLISH THE MIAMI BEACH PANEL OF ARCHITECTS ("MBPOA"); AND BY AMENDING THE CRITERIA AND PROCEDURAL THRESHOLDS FOR THE REVIEW AND APPROVAL OF NEW SINGLE-FAMILY RESIDENTIAL CONSTRUCTION BY AUTHORIZING THE MBPOA TO CONDUCT CERTAIN REVIEWS; CREATING DIVISION 6, ENTITLED "MIAMI BEACH PANEL OF ARCHITECTS," AT SECTIONS 118-139 THROUGH 118-156, PROVIDING FOR PURPOSE, COMPOSITION OF BOARD, MEMBERSHIP, QUALIFICATIONS, QUORUM, MEETING PROCEDURES, POWERS AND DUTIES, FEES AND APPLICATIONS; AMENDING SECTION 118-8, ENTITLED "NOTICE PROCEDURES FOR QUASI-JUDICIAL, PUBLIC HEARING QUASI-JUDICIAL LAND USE BOARD ACTIONS" TO INCLUDE NOTICE PROCEDURES FOR PROCEEDINGS BEFORE THE MBPOA; AND AMENDING SECTION 118-9, ENTITLED "REHEARING AND APPEAL PROCEDURES," TO PROVIDE PROCEDURES FOR APPEALS FROM THE MBPOA; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, new homes that are compatible with the prevailing character of existing residential neighborhoods should be encouraged and promoted; 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 Design Review Board reviews new construction for those structures constructed prior to 1942 and determined to be architecturally significant, in accordance with section 142-108; and

WHEREAS, the Mayor and Commission deem it appropriate to protect the significant architectural history, existing building scale, and unique character of the single family residential neighborhoods in Miami Beach; and

WHEREAS, the Mayor and Commission deem it in the best interest and welfare of the City to adopt revised procedures for the review and issuance of new building permits for all new single family homes constructed and located outside of a designated historic district; 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. Section 118-33 is hereby created as follows:

CHAPTER 118
ADMINISTRATION AND REVIEW PROCEDURES

* * *

ARTICLE II. – BOARDS

DIVISION 1. – GENERALLY

* * *

Secs. 118-343—118-50. - Reserved.

Sec. 118-33. Miami Beach Panel of Architects ("MBPOA").

There shall be created a Miami Beach Panel of Architects ("MBPOA"), which shall be a single-family residential review panel for any land development application seeking approval for new single-family residential construction, including substantial additions, on RS-zoned lots which are vacant or which currently contain a post-1942 single family home or a non-architecturally significant pre-1942 single-family home, which applications would not otherwise require a hearing conducted by the Board of Adjustment, Historic Preservation Board, or Design Review Board. The MBPOA shall not be a quasi-judicial board, and shall have no authority to grant variances from or waivers of any provisions of this Code. The powers and duties of the Board shall be established in this chapter, at article II, division 6, entitled "Miami Beach Panel of Architects ("MBPOA")."

* * *

SECTION 2. Division 6, entitled "Miami Beach Panel of Architects (MBPOA)," is hereby created as follows:

Secs. 118-139—118-149118-160. - Reserved.

DIVISION 6. - MIAMI BEACH PANEL OF ARCHITECTS ("MBPOA")

Sec. 118-150. – Purpose.

The Miami Beach Panel of Architects ("MBPOA") shall have the authority to review new single-family residential construction, including substantial additions, on RS-zoned lots which are vacant or which currently contain a post-1942 single-family home or a non-architecturally significant pre-1942 single family home.

Sec. 118-151. – Composition and term of MBPOA.

(a) The MBPOA shall consist of up to fifteen (15) design professionals, as defined in section 118-152. Each member shall be appointed to serve for a term of one (1) year.

(b) The members of the MBPOA shall serve on rotating panels of three (3) members per panel.

Sec. 118-152. – Membership and qualification.

MBPOA members shall be appointed by the city manager, with the consent of the city commission. The minimum qualifications of a member are as follows:

(a) Each member shall be a State of Florida registered architect or State of Florida registered landscape architect.

(b) Each member shall have demonstrated experience in the design and construction of projects or landscape design within the City of Miami Beach during the last five (5) years.

(c) Each member shall either be a resident of, or shall have his or her principal place of business in the City of Miami Beach. Upon the recommendation of the city manager, the city commission may waive this residency requirement, but only if the applicant is a resident of or has his or her principal place of business in Miami-Dade or Broward County.

Sec. 118-153. – Quorum and approvals.

For a panel to convene, a quorum of two (2) members shall be required. A simple majority vote shall be required to approve any application.

Sec. 118-154. – Meetings.

The MBPOA shall conduct regularly scheduled meetings in accordance with the following provisions:

(a) Rotating panels of the MBPOA shall meet twice a month. No meeting of the MBPOA shall occur on the same day as a regularly scheduled meeting of the historic preservation board, design review board, planning board, or board of adjustment.

(b) The planning director, or designee, shall schedule all MBPOA meetings and provide administrative and staff support to the MBPOA. The city attorney's office shall provide legal counsel to the MBPOA, as may be needed from time to time.

(c) The MBPOA shall review an application after the applicant attends a pre-application meeting with the planning director, or designee, pursuant to the criteria set forth in section 118-155.

(d) Meetings of the MBPOA shall be publicly noticed and open to the public, but no application shall require a public hearing. The chair or presiding officer of a panel shall have the discretion to allow public comments, and may limit an individual speaker's time to provide comments.

(e) The authority of the MBPOA is administrative in nature, not quasi-judicial.

(f) After a panel renders a decision, an applicant or an affected person, as defined in section 118-9(d)(2), may appeal the decision of the panel to the design review board, which board shall hold a quasi-judicial hearing and affirm, affirm with conditions, or reverse the decision of the panel.

Sec. 118-155. – Powers and duties.

(a) Following its review of submitted plan(s), a panel may approve, approve with conditions, continue, continue with comments, or reject an application. The Panel may continue an application one time, unless further continuances are agreed to by the applicant. After one continuance, the Panel shall approve, approve with condition, or reject an application. No building permit may be issued for ~~demolition or~~ new construction that requires review by the MBPOA pursuant to this division until the review is completed and the new home is approved. If a panel votes to continue an application to a subsequent meeting, the applicant may request that its revised plans be reviewed by the same panel that conducted the initial review, which request shall be subject to the availability of the panel members. The continuance of an application shall not require the reposting of the property.

(b) The MBPOA shall have the authority to recommend changes to an applicant's plans and specifications. Prior to rendering a decision, the MBPOA shall consider any recommendations of planning department staff, and/or any comments or information submitted by any member of the public.

(c) The MBPOA shall review all applications in accordance with the applicable criteria and requirements set forth in section 142-105, of this Code.

(d) The MBPOA shall have no authority to grant variances from or waivers of any provisions of this Code.

Sec. 118-156 Fees and applications.

(a) Fees to apply for review by the MBPOA shall be set forth in Appendix A, as may be amended from time to time.

(b) Any application for review by the MBPOA shall comply with section 118-1, relating to site plan requirements.

(c) All applications for review by the MBPOA must be filed with the planning department no later than fourteen (14) calendar days before the meeting date.

* * *

SECTION 3. Section 118-8 is hereby amended as follows:

Sec. 118-8. - Notice procedures for quasi-judicial, public hearing quasi-judicial land use board actions; and notice procedures for Miami Beach Panel of Architects.

(1) 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~~ have a minimum dimension of 11 inches by 17 inches, ~~and~~ shall be 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.

(2) Notice procedures for Miami Beach Panel of Architects.

(a) *Posting.* In every case where the MBPOA is scheduled to review an application for single family residential construction, a notice of the meeting shall be given in the following manner:

(i) At least five (5) days prior to the date of the MBPOA meeting at which an application is first scheduled to be heard, a description of the request and the date, time, and place of such hearing shall be posted on the property. Such posting shall have a minimum dimension of 11 inches by 17 inches, shall be 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. Continuances of an application shall not require posting.

* * *

SECTION 4. Section 118-9 is hereby amended as follows:

Sec. 118-9. - Rehearing and appeal procedures.

* * *

(d) Appeal from decisions of the Miami Beach Panel of Architects.

(1) *Deadline to appeal.* A decision of the MBPOA may be appealed to the design review board, which appeal shall be quasi-judicial in nature. The design review board shall conduct a de novo review of the application and the decision of the MBPOA. Each petition for appeal, which must satisfy the requirements set forth in subsection (3), shall be submitted to the planning director on or before the 15th day after the date on which the decision by the panel is reached. The design review board shall have no jurisdiction to hear an appeal that fails to comply with the requirements of this section. The failure of an appellant to provide required documents, or to file an appeal prior to the deadline set forth herein, shall result in an administrative dismissal of the appeal, which dismissal may not be appealed. An appeal of the design review board's appellate determination shall comply with 118-9(b)(2) and (3).

(2) *Eligible parties.* Parties eligible to file a petition for appeal to the design review board are limited to the following:

(i) The original applicant/property owner;

(ii) The city manager on behalf of the city; and

(iii) An affected person which, for purposes of this section, shall mean a person owning property within 100 feet of the property that is the subject of the application.

(3) *Application requirements.* The following shall be required for any appeal from a decision of the MBPOA:

(i) The petition to the board shall be in writing; and

(ii) The petition shall be submitted by or on behalf of an eligible party; and

(iii) The petition 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 sufficient copies of all plans and exhibits, subject to planning department procedures.

(4) *Notice requirements.* An appeal of an MBPOA decision to the design review board shall be subject to the same noticing requirements as an application for a public hearing, in accordance with section 118-8(1). The appellant shall be responsible for all associated costs and fees.

(5) *Outside counsel to the planning department.* In the event of an appeal of a decision of the MBPOA to the design review 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 planning department on appeal.

(6) *Design review board decisions on appeals from the MBPOA.* The design review board may, upon appeal, reverse or affirm, wholly or partly, the order, requirement, decision, or determination of the MBPOA, 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 design review board shall be necessary to reverse any order, requirement, decision, or determination of the MBPOA, or to decide in favor of the applicant on any matter upon which the MBPOA is required to pass under these land development regulations.

(7) No permit shall be issued for work prior to expiration of the appeal period or final disposition of any appeal.

(8) *Stay of work and proceedings on appeal.* An appeal of a MBPOA decision to the design review board stays all work on the premises and all proceedings in furtherance of the action appealed from, unless one of the following exceptions applies:

A. The planning director shall certify to the design review 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 design review board or by a court of competent jurisdiction, upon application, with notice to the planning director and for good cause shown; or

B. 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. The appellant 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.

* * *

SECTION 5. Section 142-105 is hereby amended as follows:

Sec. 142-105. - Development regulations and area requirements.

(a) The review criteria and application requirements for the RS-1, RS-2, RS-3, RS-4 single-family residential districts are as follows:

(1) *Compliance with Regulations and Review Criteria*

a. Permits for new construction, alterations or additions to existing structures shall be subject to administrative (staff level) review by the planning director or designee, the design review board (DRB), or historic preservation board (HPB) as applicable, or in certain instances subject to the review and approval of the Miami Beach Panel of Architects

(MBPOA), in order to determine consistency with the review criteria listed in this section.

b. In complying with the review criteria located in this section, the applicant may choose either to adhere to the development regulations identified in sections 142-105 and 142-106 administratively through staff level review or seek enhancements of the applicable development regulations as specified therein, where permitted, through approval from the historic preservation board or design review board, in accordance with the applicable design review or appropriateness criteria.

c. Notwithstanding the foregoing, for those structures located within a locally designated historic district, or individually designated as an historic structure or site, the review and approval of the historic preservation board (HPB) may be required.

d. Notwithstanding the foregoing, for those structures constructed prior to 1942 and determined to be architecturally significant, in accordance with section 142-108 herein, the review and approval of the design review board (DRB) shall be required.

e. Notwithstanding the foregoing, for those structures constructed post-1942, in accordance with requirements of section 142-108, the review and approval of the Miami Beach Panel of Architects (MBPOA), shall be required.

(2) Review criteria. Staff level review and review by the Miami Beach Panel of Architects (MBPOA) shall encompass the examination of architectural drawings for consistency with the review criteria below:

a. The existing conditions of the lot, including, but not limited to, topography, vegetation, trees, drainage, and waterways shall be considered in evaluating the proposed site improvements.

b. The design and layout of the proposed site plan inclusive of the location of all existing and proposed buildings shall be reviewed with particular attention to the relationship to the surrounding neighborhood, impact on contiguous and adjacent buildings and lands, and view corridors. In this regard, additional photographic and contextual studies that delineate the location of adjacent buildings and structures shall be required in evaluating compliance with this criterion.

c. The selection of landscape materials, landscaping structures and paving materials shall be reviewed to ensure a compatible relationship with and enhancement of the overall site plan design and the surrounding neighborhood.

d. The dimensions of all buildings, structures, setbacks, height, lot coverage and any other information that may be reasonably necessary to determine compliance with the requirements of the underlying zoning district.

e. The design and construction of the proposed structure, and/or additions or modifications to an existing structure, indicates sensitivity to and compatibility with the environment and adjacent structures and enhances the appearance of the surrounding neighborhood.

f. The proposed structure is located in a manner that is responsive to adjacent structures and the established pattern of volumetric massing along the street with regard to siting, setbacks and the placement of the upper floor and shall take into account the established single family home context within the neighborhood.

g. The construction of an addition to main existing structure shall be architecturally appropriate to the original design and scale of the main existing structure; the proposed addition may utilize a different architectural language or style than the main existing structure, but in a manner that is compatible with the scale and massing of the main existing structure.

h. The construction shall be in conformance with the requirements of article IV, division 7 of this chapter with respect to exterior facade paint and material colors.

(3) Application requirements for DRB or HPB review.

a. DRB or HPB applications shall follow the application procedures and review criteria, specified in chapter 118, article VI, design review procedures or article X, historic preservation, of these land development regulations (as applicable), board by-laws, or as determined by the planning director, or designee. ~~However, the fee for applications to the DRB for non-architecturally significant homes constructed prior to 1942 and all homes constructed after 1942 shall be $150.00.~~

(4) Miami Beach Panel of Architects ("MBPOA"). The MBPOA shall apply the same criteria listed above for review of an application.

* * *

SECTION 6. REPEALER.

All ordinances or parts of ordinances and all sections and parts of sections in conflict herewith are hereby repealed.

SECTION 7. 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 8. APPLICABILITY.

Notwithstanding the provisions of Section 118-168(a) of the City Code regarding the enforcement of amendments to the land development regulations, for purposes of this ordinance, applications for building permits for new construction or renovations of single-family homes that have received a process number from the City of Miami Beach Building Department by February 1, 2017 (the effective date of this Ordinance), may obtain a full building permit based upon the plans originally submitted, as long as the plans are in substantial compliance with the originally submitted plans as modified through the effective date of the ordinance.

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

Pursuant to Resolution No. 2016-_____, the City has called a special election on November 8, 2016 to submit to the voters a proposed amendment to the City's Code of Ethics, which amendment would exempt land use board members who are architects or landscape architects from the lobbying prohibition applicable to members of City boards. If the ballot measure is approved, this Ordinance shall become effective on February 1, 2017. If the ballot question fails, this Ordinance shall sunset immediately and be automatically repealed.

SECTION 11. SUNSET PROVISION

If the ballot measure is approved, this ordinance shall sunset immediately and be automatically repealed on August 1, 2017, unless otherwise extended by the City Commission.

PASSED and **ADOPTED** this _____ day of _____, 2016.

_____
Philip Levine
Mayor

ATTEST:

_____
Rafael E. Granado
City Clerk

First Reading: June 8, 2016
Second Reading: July 13, 2016

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/29/16
Date

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

Underline denotes new language
~~Strikethrough~~ denotes deleted language

[Sponsored by Commissioner Joy Malakoff]

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APPENDIX A

Section of this Code	Description	Amount
Section 118-156	Applications to the MBPOA	$2,500
	Square Footage	$0.50 per square foot of new construction
	Mailing Label	$4.00, per label
	Posting (site)	$100

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
JULY 13, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016**, at the times listed, or as soon thereafter as the matter can be heard, to consider:

10:00 a.m.
An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article I, Entitled "In General"; By Amending Section 82-1, Entitled "Conducting Business On Streets, Parks Or Other Public Property; Enforcement; Penalties; Unpaid Fines To Constitute Liens," By Creating Subsection (b), Which Expressly Prohibits Commercial Transactions, Activities Or Operations At Any Park, Boat Ramp, Beach, Structure Building Or Other Property Or Place Owned, Maintained Or Operated By The City; By Prohibiting Any Portion Of The Commercial Transaction, Activity Or Operation To Directly Or Indirectly Occur At Any Park, Boat Ramp, Beach, Structure Building Or Other Property Or Place Owned, Maintained Or Operated By The City; By Creating Subsection (c)(1), Which Modifies The Exemption Authority Of The City Manager's Approval For The Rendering Of Service To The Public; And By Creating Subsection (c)(3), Which Establishes An Additional Exemption To The Prohibitions Set Forth In Section 82-1(a) And (b), That Would Require The City Commission To Approve A Concession Agreement Authorizing Commercial Activities Or Operations; And By Creating Subsection (d), Which Is A New Enforcement And Penalty Provision For Violations, Limiting The Authority Of The Special Master, And Increasing The Monetary Fines; Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Parks and Recreation Department at 305.673.7730.*

10:05 a.m.
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity," To Amend Section 142-213, "Conditional Uses," To Include Requirements Pertaining To Hall For Hire Uses For Properties Located Within The Locally Designated Museum Historic Preservation District; Providing For Repealer; Severability; Codification; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

10:10 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 3 Entitled "Lobbyists," Section 2-482(a)(4) Thereof, By Requiring A Lobbyist Who Has Within The Past Election Cycle Provided Campaign Consulting Services To An Incumbent Member Of The City Commission To Disclose Such Particular Service On His/Her Lobbyist Registration Form And To Disclose Such Particular Service Orally Before Lobbying The City Commission At A Public Meeting, Providing Definitions, And Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:15 a.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 118, "Administration And Review Procedures," Article II, "Boards," By Creating Section 118-33 To Establish The Miami Beach Panel Of Architects ("MBPOA"); And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction By Authorizing The MBPOA To Conduct Certain Reviews; Creating Division 6, Entitled "Miami Beach Panel Of Architects," At Sections 118-139 Through 118-156, Providing For Purpose, Composition Of Board, Membership, Qualifications, Quorum, Meeting Procedures, Powers And Duties, Fees And Applications; Amending Section 118-8, Entitled "Notice Procedures For Quasi-Judicial, Public Hearing Quasi-Judicial Land Use Board Actions" To Include Notice Procedures For Proceedings Before The MBPOA; And Amending Section 118-9, Entitled "Rehearing And Appeal Procedures," To Provide Procedures For Appeals From The MBPOA; Providing For Codification; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
A Resolution Authorizing Two (2) Waivers Of Development Regulations, By A 5/7 Vote Of The City Commission, After Public Hearing, Pursuant To Section 142-425(d), Of The City's Code, For The Altos Del Mar Park Project, And Adjacent Parking Lot, Parking Lot No. P-106, Located At 75th Street And Collins Avenue, Within The Harding Townsite/South Altos Del Mar Historic District And Within The Altos Del Mar Neighborhood: (1) A Waiver Of Section 142-802(3), Of The City Code In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Three Feet, Five Inches (3'5") In Order To Construct The Proposed Restroom And Storage Building Within Parking Lot No. P-106; And (2) A Waiver Of Section 142-802(7), Of The City Code, As The Existing Parking Lot (P-106) And Proposed Restroom Exceed The Oceanfront Overlay Minimum Requirement That At Least 50 Percent Of The Required Rear Yard Setback Be Open To The Sky And Landscaped. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and/or the Planning Department at 305.673.7550.*

10:35 a.m.
A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, Pursuant To Section 82-37(a), Of The City Code, The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); And Further Conditioning The Vacation Of The Alley On: (1) The Issuance By The City Of Two Quit Claim Deeds; (2) The Granting Of An Access And Use Easement By The Developer To The City; And (3) The Final Approval And Execution Of A Development Agreement Between The City And The Developer. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Public Works Department at 305.673.7080.*

10:40 a.m.
A Resolution Adopting The Fifth Amendment To The General Fund, Enterprise Fund, Internal Service Fund And Special Revenue Fund Budgets For Fiscal Year (FY) 2015/16. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

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. 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 No. 1162

558

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Condensed Title:

An Ordinance Amendment to create a temporary Demolition Moratorium in North Beach.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

SECOND READING – PUBLIC HEARING

The proposed moratorium would apply to the demolition of any "Contributing" structure within the North Beach Master Plan study area, including the North Shore National Register District and the Normandy Isles National Register District:.

On June 8, 2016, the City Commission approved the proposed Ordinance Amendment at First Reading and set a Second Reading Public Hearing for July 13, 2016.

The Administration recommends that the City Commission adopt the Ordinance.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016 **SECOND READING – PUBLIC HEARING**

SUBJECT: **North Beach – Demolition Moratorium**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PERTAINING TO THE SUBJECT OF A SIX (6) MONTH MORATORIUM FOR THE TWO NATIONAL HISTORIC DISTRICTS CONTAINED WITHIN THE NORTH BEACH MASTER PLAN STUDY AREA WITH THE FOLLOWING GENERAL BOUNDARIES: (1) THE "NORTH SHORE NATIONAL REGISTER," GENERALLY BOUNDED BY 73RD STREET TO THE SOUTH, DICKENS AVENUE, HAWTHORNE AVENUE AND CRESPI BOULEVARD TO THE WEST, 87TH STREET TO THE NORTH, AND COLLINS COURT TO THE EAST; AND (2) "NORMANDY ISLES NATIONAL REGISTER:" GENERALLY BOUNDED BY BISCAYNE BAY TO THE SOUTH, RAY STREET, RUE NOTRE DAME AND RUE VERSAILLES TO THE WEST, NORMANDY SHORES GOLF COURSE TO THE NORTH, AND THE WESTERN BULKHEAD OF INDIAN CREEK TO THE EAST; IMPOSING A TEMPORARY MORATORIUM UPON THE RECEIPT OF OR PROCESSING OF APPLICATIONS, PERMITS OR PENDING APPROVALS PERTAINING TO DEMOLITION OF CONTRIBUTION STRUCTURES WITHIN THE TWO HISTORIC DISTRICTS WITHIN THE NORTH BEACH MASTER PLAN STUDY AREA; PROVIDING FOR AN EFFECTIVE DATE RETROACTIVE TO MAY 18, 2016; FOR ZONING IN PROGRESS PURPOSES, THIS ORDINANCE SHALL BE EFFECTIVE UPON FIRST READING OF THIS ORDINANCE, AND NO APPLICATIONS FOR DEMOLITION WITHIN THE DESIGNATED AREA SHALL BE ACCEPTED BY THE CITY; PROVIDING FOR EXCEPTIONS; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCE PROVISIONS; AND PROVIDING FOR AN EXPIRATION DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission adopt the ordinance.

BACKGROUND

On May 11, 2016, pursuant to item R9O, the City Commission directed the City Attorney to draft an ordinance establishing a temporary moratorium on the issuance of demolition

permits in the North Beach area. The sponsor of the ordinance is Commissioner Arriola.

ANALYSIS

The proposed moratorium would apply to the demolition of any "Contributing" structure within the following areas of the North Beach Master Plan study area:

- The "North Shore National Register District:" Generally bounded by 73rd Street to the south, Dickens Avenue, Hawthorne Avenue and Crespi Boulevard to the west, 87th Street to the north, and Collins Court to the east.
- The "Normandy Isles National Register District:" Generally bounded by Biscayne Bay to the south, Ray Street, Rue Notre Dame and Rue Versailles to the west, Normandy Shores Golf Course to the north, and the western bulkhead of Indian Creek to the east.

The moratorium would not apply to applications that have received a Land Use Board Order or a building permit for demolition prior to June 8, 2016. It would also not apply to an unsafe structure board order or a lawful order of the Building Official.

As proposed, the moratorium would remain in effect for one hundred eighty (180) days from effective date, unless earlier rescinded, repealed or extended by an Ordinance or Resolution of the City Commission. Within ninety (90) days from the effective date hereof, City staff shall provide an interim report to the City Commission as to the progress being made in the preparation of the Master Plan and any associated ordinances.

The ordinance is proposed to be effective, RETROACTIVE, to June 8, 2016.

SUMMARY

On June 8, 2016 the City Commission approved the ordinance at First Reading.

CONCLUSION

The Administration recommends that the City Commission adopt the ordinance.

JLM/SMT/TRM

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ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PERTAINING TO THE SUBJECT OF A SIX (6) MONTH MORATORIUM FOR THE TWO NATIONAL REGISTER HISTORIC DISTRICTS CONTAINED WITHIN THE NORTH BEACH MASTER PLAN STUDY AREA WITH THE FOLLOWING GENERAL BOUNDARIES: (1) THE "NORTH SHORE NATIONAL REGISTER DISTRICT," GENERALLY BOUNDED BY 73RD STREET TO THE SOUTH, DICKENS AVENUE, HAWTHORNE AVENUE AND CRESPI BOULEVARD TO THE WEST, 87TH STREET TO THE NORTH, AND COLLINS COURT TO THE EAST; AND (2) "NORMANDY ISLES NATIONAL REGISTER DISTRICT:" GENERALLY BOUNDED BY BISCAYNE BAY TO THE SOUTH, RAY STREET, RUE NOTRE DAME AND RUE VERSAILLES TO THE WEST, NORMANDY SHORES GOLF COURSE TO THE NORTH, AND THE WESTERN BULKHEAD OF INDIAN CREEK TO THE EAST; IMPOSING A TEMPORARY MORATORIUM UPON THE RECEIPT OF OR PROCESSING OF APPLICATIONS, PERMITS OR PENDING APPROVALS PERTAINING TO DEMOLITION OF CONTRIBUTING STRUCTURES WITHIN THE TWO NATIONAL REGISTER HISTORIC DISTRICTS WITHIN THE NORTH BEACH MASTER PLAN STUDY AREA; PROVIDING FOR AN EFFECTIVE DATE RETROACTIVE TO JUNE 8, 2016; FOR ZONING IN PROGRESS PURPOSES, THIS ORDINANCE SHALL BE EFFECTIVE UPON FIRST READING OF THIS ORDINANCE, AND NO APPLICATIONS FOR DEMOLITION WITHIN THE DESIGNATED AREA SHALL BE ACCEPTED BY THE CITY; PROVIDING FOR EXCEPTIONS; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING ORDINANCE PROVISIONS; AND PROVIDING FOR AN EXPIRATION DATE.

WHEREAS, the Mayor and City Commission have recognized the need for a temporary moratorium on the receipt of and processing of demolition permits to ensure the completion of the City's North Beach Master Plan; and

WHEREAS, as seen in *WCI Communities, Inc. v. City of Coral Springs*, 885 So.2d 912(Fla. 4th DCA 2004), a court will not interfere with the legislative act of establishing a temporary moratorium in processing plan where there is a rational relationship to the City's legitimate general welfare concern; and

WHEREAS, moreover, a court should not set aside the determination of public officers in land use matters unless it is clear that their action has no foundation in reason, and is a mere arbitrary or irrational exercise of power having no substantial relation to the public health, the public morals, the public safety of the public welfare in its proper sense. *Id.;* and *Smithfield Concerned Citizens for Fair Zoning v. Town of Smithfield*, 907 F.2d 239, 243 (1st Cir. 1990); and

WHEREAS, the first step in ensuring a proper moratorium, is to ensure that the City's legislative has a rational basis and legitimate governmental purpose for the imposition of a moratorium; and

WHEREAS, the second step is for the Mayor and City Commission to establish a record that the moratorium would further the governmental purpose of creating, finalizing, and adopting the North Beach vision through the Master Plan process; and

WHEREAS, the City has engaged the services Dover, Kohl and Partners, a world-renowned planning group to develop a cohesive, long-term vision and Master Plan for North Beach; and

WHEREAS, while the planning process is being solidified, some key areas of emphasis have emerged as the essential foundations to ensure the Master Plan's success in advancing North Beach while garnering widespread support throughout the community, including but not limited to a balanced strategy to promote historic preservation while supporting incentives for greater development, density and activation; and

WHEREAS, the Mayor and City Commission desire to encourage innovative and compatible redevelopment that provides improved communities, enhances public benefits in the form of compatible architecture and uses;

WHEREAS, the creation of a master plan and analysis of the impacts due to such plan on parks, recreation, open space, infrastructure, accessibility of emergency and public service vehicular traffic and public safety and public facilities needs is important to the City to ensure the health, safety and welfare of the City's residents and visitors; and

WHEREAS, the City Commission has noted the rapid demolition of a multitude of structures within the study area, and is concerned that the character of the community, and possible increase of incompatible uses or structures is of concern; and

WHEREAS, there are two National Historic Districts: (1) North Shore National Register: generally bounded by 73rd Street to the south, Dickens Avenue, Hawthorne Avenue and Crespi Boulevard to the west, 87th Street to the north, and Collins Court to the east, and (2) the Normandy Isles National Register: generally bounded by Biscayne Bay to the south, Ray Street, Rue Notre Dame and Rue Versailles to the west, Normandy Shores Golf Course to the north, and the western bulkhead of Indian Creek to the east, a map of which exhibits are attached hereto as Composite Exhibit A, within the North Beach Master Plan study area; and

WHEREAS, the City may look to locally designated these two National Historic Districts, in order to protect and preserve this nationally recognized architecture; and

WHEREAS, the moratorium should be limited to the National Register Districts for the following reasons: as the study is of a very large area, that currently has zero protection from demolition, the two districts have been identified, by virtue of National Register Designation, as an area of significance and worthy of protection, and each building in the National Register District has been evaluated, catalogued and issued a status of 'Contributing' or 'Non-Contributing'; and

WHEREAS, the City Commission realizes that all these changes may have a consequence of increasing demand for City services and on how these structures are handling for land development reasons; and

WHEREAS, the City requires time to review, consider, modify, process for adoption, and implementation regulations pertaining to the referenced zoning districts, and to evaluate the

extent that the existing zoning/land development regulation are effectively implementing the plan; and

WHEREAS, the Courts have recognized that a temporary moratorium is an important land-use planning tool as a means of preserving the status quo during the planning process to ensure the Community's problems are not exacerbated during the time it takes to formulate a regulatory scheme; and

WHEREAS, it is well-settled that permissible bases for land use restrictions include concern about the effect of the proposed development on traffic, on congestion, on surrounding property values, on demand for City services, and on other aspects of the general welfare. *WCI Communities, Inc.*, 885 So.2d at 915 and *Corn v. City of Lauderdale Lakes*, 997 F.2d 1369, 1375 (11th Cir. 1993); and

WHEREAS, in applying an ordinance retroactively (1) there is clear evidence of legislative intent to apply the law retroactively, and (2) when allowed, the retroactive application is constitutionally permissible, in that the new law does not create new obligations, impose new penalties, or impair vested rights. *Jasinski v. City of Miami,* 269 F.Supp.2d 1341 (SD Fla. 2003); and

WHEREAS, for purposes of determining whether the retroactive application of a municipal ordinance impairs a vested right under Florida law, a vested right is defined as an immediate, fixed right of present enjoyment, *Id.*; and

WHEREAS, the moratorium is not the retroactive application of a tax; and

WHEREAS, the City is not interfering with a vested right obtained as a result of a final order from a City Land Use Board, or permit already obtained under the Florida Building Code; and

WHEREAS, the Mayor and City Commission desire to adopt a six (6) month moratorium on demolition permits within the two national historic districts in order to complete the above analysis to create and adopt the North Beach Master Plan.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. **RECITALS.** The foregoing recitals are incorporated by this reference as if fully set forth in the text of this Ordinance. The recitals evidence the concern, motivations and reasons for imposition of this Ordinance.

SECTION 2. MORATORIUM AREA. As of the effective date hereof, there is hereby imposed a Moratorium on the acceptance of applications for or the processing of applications for the demolition of any "Contributing" structure within the North Beach Master Plan study area, within the two National Register Historic Districts: (1) the "North Shore National Register District:" generally bounded by 73rd Street to the south, Dickens Avenue, Hawthorne Avenue and Crespi Boulevard to the west, 87th Street to the north, and Collins Court to the east; and (2) the "Normandy Isles National Register District:" generally bounded by Biscayne Bay to the south, Ray Street, Rue Notre Dame and Rue Versailles to the west, Normandy Shores Golf Course to the north, and the western bulkhead of Indian Creek to the east, as delineated in the attached composite Exhibit A.

The moratorium will not prevent or affect: (i) applications that have received a Land Use Board Order issued prior to June 8, 2016; (ii) a building permit for demolition issued prior to June 8, 2016; (iii) a lawful order of the building official; or (iv) an unsafe structures board order.

SECTION 3. CONSTRUCTION. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 4. DURATION OF MORATORIUM. This Ordinance shall remain in effect for one hundred eighty (180) days from effective date hereof, unless earlier rescinded, repealed or extended by an Ordinance or Resolution of the City Commission of the City of Miami Beach. Within ninety (90) days from the effective date hereof, the City staff shall provide an interim report to the City Commission as to the progress being made in the preparation of the Master Plan and any associated ordinances.

SECTION 7. SEVERABILITY. That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

SECTION 8. 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. EFFECTIVE DATE. This Ordinance shall be effective, RETROACTIVE, to June 8, 2016.

PASSED and **ADOPTED** this _____ day of _____, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

Raul Gil 6/22/16
City Attorney Date

First Reading: June 8, 2016
Second Reading: July 13, 2016

Verified by: _____
Thomas Mooney, AICP
Planning Director

(Sponsored by: Commissioner Ricky Arriola)
Underscore denotes new language
~~Strikethru denotes stricken language~~

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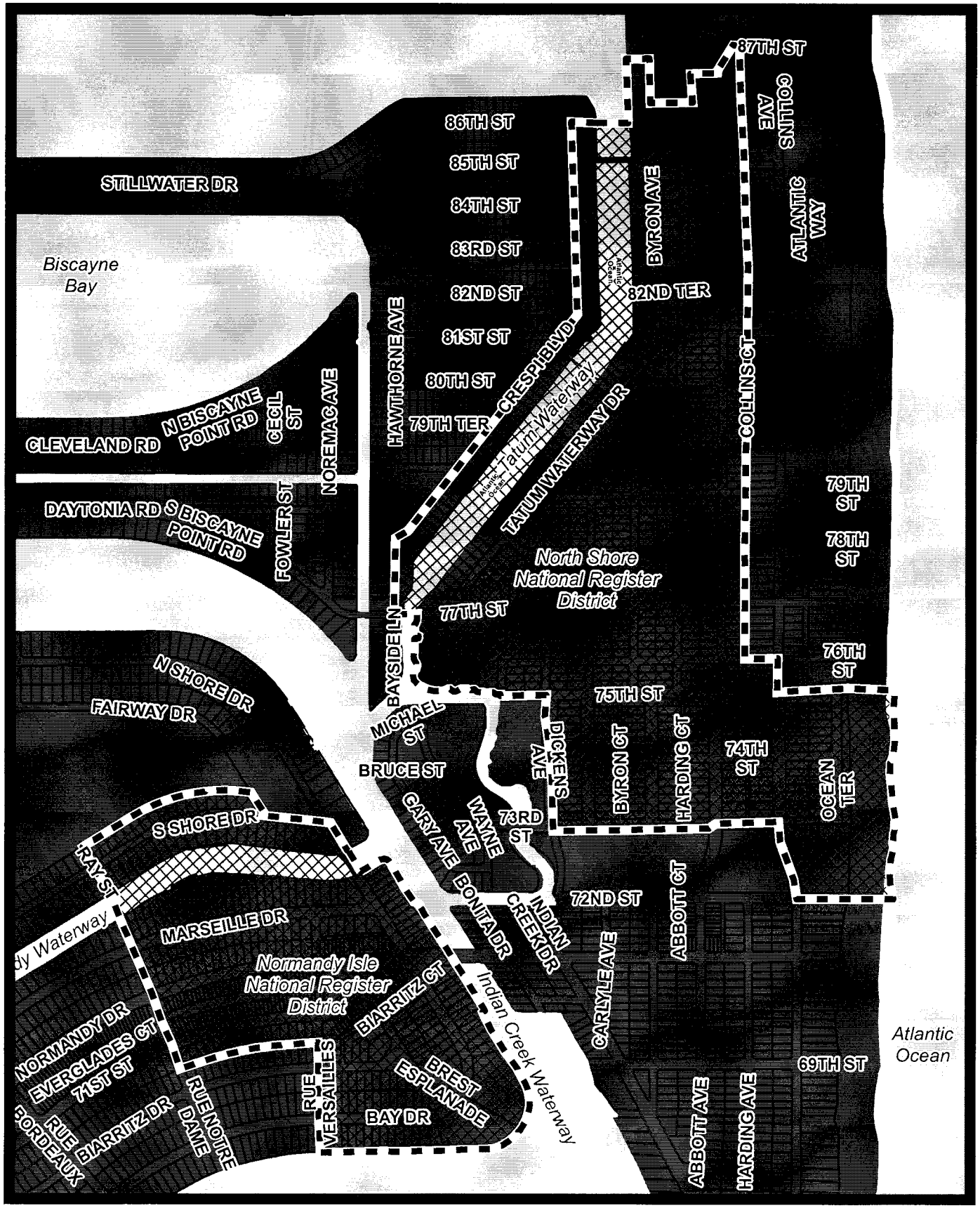
"Exhibit A"

Normandy Isle and North Shore National Register Districts



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N W E S

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
JULY 13, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016**, at the times listed, or as soon thereafter as the matter can be heard, to consider:

5:01 p.m.
An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73rd Street To The South, Dickens Avenue, Hawthorne Avenue And Crespi Boulevard To The West, 87th Street To The North, And Collins Court To The East; And (2) "Normandy Isles National Register District:" Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Notre Dame And Rue Versailles To The West, Normandy Shores Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Be Effective Upon First Reading Of This Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:02 p.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 18 "PS Performance Standard District" And Chapter 114, "General Provisions," By Amending Sections 142-698 And 142-699 Regarding Maximum Building Height And Setbacks Requirements For The CPS-2 District; Amending Section 114-1 Regarding Definitions; Providing For Codification; Repealer; Severability; An Effective Date; And A Sunset Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550*

5:03 p.m.
An Ordinance Amending The Future Land Use Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Amending Policy 1.2 By Amending The Permitted Uses In The "General Mixed Use Commercial "Performance Standard" Category (C-PS2)" To Allow Public Transit Facilities As A Permitted Use; Amending The Transportation Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Creating Policy 4.6.1 Entitled "Enhanced Transit Infrastructure On Private Property" And By Amending The "Glossary Of Terms" To Include The Term "Transit Hub" And Related Definition *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:04 p.m.
An Ordinance Amending The City Code, By Amending Chapter 122, "Concurrency Management," By Amending Section 122-5, "Exemptions From Concurrency," To Exempt Uses At The Following City-Owned Facilities From The City's Concurrency Requirements: The North Shore Bandshell, The Ronald W. Shane Watersports Center, And The Miami Beach Botanical Garden; And Providing For Repealer, Codification, Severability, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:05 p.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 130, "Off-Street Parking," Article I, "In General," Article III, "Design Standards," Article V, "Fee In Lieu Of Parking Program," Article VI, "Parking Credit System," Article VII, "Surplus And Under-Utilized Parking Spaces," And Article IX, "Valet And Tandem Parking," By Amending And Clarifying Standards And Procedures For Off-Street Parking Requirements; Providing Codification; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:06 p.m.
An Ordinance Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 18, "PS Performance Standard District," Section 142-693, "Permitted Uses," To Amend The Hours Of Operation, Location And Use Restrictions For Properties South Of Fifth Street; Providing That Existing Alcoholic Beverage Establishments Shall Be Deemed Legal Conforming Uses; And Providing For Codification, Repealer, Severability, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:07 p.m.
An Ordinance Amending The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying Chapter 1, Future Land Use Element, To Encourage The Use Of Landscaping Techniques That Enhance Stormwater Management And To Modify The Level Of Service For Storm Sewer Capacity; Chapter 5, Infrastructure Element, To Require That The Land Development Regulations Include A Freeboard Requirement For New Construction, To Modify The Level Of Service For Drainage Facilities Design Storm Standard, And To Incorporate The Use Of Stormwater Storage And Infiltration In Infrastructure Replacement Activities; Chapter 6, Conservation/ Coastal Zone Management Element To Encourage The Use Of Highly Water-Absorbent Native Plants And To Designate The City Of Miami Beach As An Adaptation Action Area (AAA) Pursuant To Section 163.3177(6)(g)(10), Florida Statutes; Chapter 8, Intergovernmental Coordination Element, To Require Coordination Between Agencies Addressing Issues Related To Sea Level Rise And Climate Change; Providing For Inclusion In The Comprehensive Plan; Transmittal; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:08 p.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Subpart B, Entitled "Land Development Regulations," Of Chapter 142, Entitled "Zoning Districts And Regulations," By Amending Division 2, Entitled "Accessory Uses"; By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Division 3, Entitled "Supplementary Use Regulations," By Amending Section 142-1111, Entitled "Short-Term Rental Of Apartment Units Or Townhomes," By Creating A New Subsection (d), Which Establishes Eligibility Requirements For Short-Term Rental Of Apartment And Townhome Residential Units In North Beach; Limiting The Eligibility To Those Properties Fronting Harding Avenue From The South Side Of 73rd Street To The Northern Boundary Of The City; By Establishing Conditions Precedent Before A Property Owner Is Legally Authorized To Engage In Short-Term Rentals; And Require The Property To Be Fully Renovated And Restored In Accordance With Those Delineated Standards Set Forth In Subsection (d)(1), Which Must Be Accomplished Prior To The Issuance Of The Business Tax Receipt Permitting Short-Term Rentals; And Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. 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. 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 No. 1165

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARING

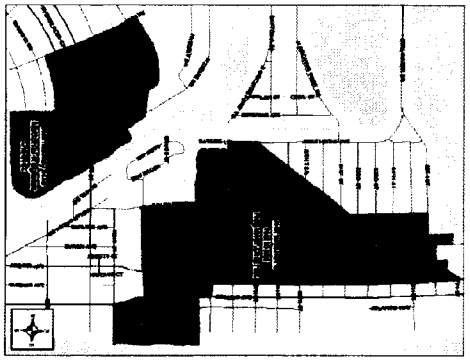
AN ORDINANCE PERTAINING TO A SIX MONTH DEMOLITION MORATORIUM FOR THE TWO NATIONAL REGISTER HISTORIC DISTRICTS WITHIN THE NORTH BEACH MASTER PLAN STUDY AREA

JULY 13, 2016

NOTICE IS HEREBY given that a Second Reading Public Hearing, will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016 at 5:01 p.m.**, or as soon thereafter as the matter can be heard, to consider:

An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73rd Street To The South, Dickens Avenue, Hawthorne Avenue And Crespi Boulevard To The West, 87th Street To The North, And Collins Court To The East; And (2) "Normandy Isles National Register District:" Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Notre Dame And Rue Versailles To The West, Normandy Shores Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Be Effective Upon First Reading Of This Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date.

Map Indicating The Area Covered By The Proposed Ordinance.



This Ordinance is being heard pursuant to Section 2.05 of the City Charter and § 166.041 F.S. 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.

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 1167

Condensed Title:

An ordinance amending the Comprehensive Plan to allow public transit facilities as a permitted use in the C-PS2 Future Land Use Category.
An ordinance amending the Land Development Regulations to modify maximum building height, setback and activation requirements in the C-PS2 district located west of Alton Road.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING – PUBLIC HEARING

The applicant, 500 Alton Road Ventures, LLC. and 120 Sixth, LLC., submitted applications for amendments to the Comprehensive Plan and Land Development Regulations pursuant to Article III of Chapter 118, of the City Code.

The proposed Comprehensive Plan amendment would allow for Transit Facilities as a main permitted use for the C-PS2 Land Use Category in the Comprehensive Plan and encourage the development of Transit Hubs. The proposed LDR amendment would modify the development regulations for projects located in the C-PS2 district west of Alton Road that provide 20,000 SF to the City for a transit hub. The proposed modified development regulations include increasing the maximum height limit to 30 stories / 300 feet, setback modifications and limits on required first level activation.

The Administration recommends that the City Commission open and continue the items to the September 14, 2016 meeting.

Advisory Board Recommendation:

On June 28, 2016, the Planning Board continued the items to the August 23, 2016 meeting.

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

T:\AGENDA\2016\July\Planning\500 Alton CPS Transit Hub - First Reading SUM.docx

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016 **FIRST READING – PUBLIC HEARING**

SUBJECT: **Comprehensive Plan & LDR Amendments – 500 Alton Road C-PS2 Transit Hub**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING POLICY 1.2 BY AMENDING THE PERMITTED USES IN THE "GENERAL MIXED USE COMMERCIAL "PERFORMANCE STANDARD" CATEGORY (C-PS2)" TO ALLOW PUBLIC TRANSIT FACILITIES AS A PERMITTED USE; AMENDING THE TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MIAMI BEACH, FLORIDA, BY CREATING POLICY 4.6.1 ENTITLED "ENHANCED TRANSIT INFRASTRUCTURE ON PRIVATE PROPERTY" AND BY AMENDING THE "GLOSSARY OF TERMS" TO INCLUDE THE TERM "TRANSIT HUB" AND RELATED DEFINITION.

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 18 "PS PERFORMANCE STANDARD DISTRICT" AND CHAPTER 114, "GENERAL PROVISIONS," BY AMENDING SECTIONS 142-698 AND 142-699 REGARDING MAXIMUM BUILDING HEIGHT AND SETBACKS REQUIREMENTS FOR THE CPS-2 DISTRICT; AMENDING SECTION 114-1 REGARDING DEFINITIONS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AN EFFECTIVE DATE; AND A SUNSET DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission open and continue the items to the September 14, 2016 meeting.

BACKGROUND

The applicant, 500 Alton Road Ventures, LLC. and 120 Sixth, LLC., submitted applications for amendments to the Comprehensive Plan and Land Development Regulations pursuant to Article III of Chapter 118, of the City Code. The subject applications pertain to the parcel of land at 500 Alton Road.

ZONING / SITE DATA

Site Area:	~87,140 SF / 2 acres
Future Land Use Category:	General Mixed Use Commercial "Performance Standard" Category (C-PS2)
Zoning Designation:	Commercial Performance Standard District 2 – C-PS2
Existing Land Uses:	(See Zoning / Site Map at the end of this report)
North:	6th Street/Vacant Buildings (RM-2/CD-2)
East:	Alton Road/Commercial (C-PS2)
South:	Mac Arthur Causeway/Residential (C-PS4)
West:	West Avenue/Residential (C-PS4)

PROPOSAL

Comprehensive Plan Amendment

The proposed amendment would modify the Future Land Use Element of the 2025 Comprehensive Plan to allow for "*public transit hubs*" as a main permitted use within the "General Mixed Use Commercial "Performance Standard Category (C-PS2)" future land use designation. This designation is generally located on the properties that front 5th Street between the Ocean Court Alley on the east and West Avenue on the west.

The proposal would also modify the Transportation Element to provide that the City encourage enhanced transit infrastructure on private property through the land development regulations, including "t*ransit hubs*." Additionally the amendment provides the following definition for a "*Transit hub*:"

> ***Transit hub*** *is a facility for passenger boarding and transfer for one or more transit modes, including, but not limited to, bus, trolley, streetcar, or train.*

As the Comprehensive Plan is intended to address a long-term vision for the entire the City, the Planning and Transportation Departments have concerns that the proposed modification is not comprehensive enough in addressing the needs for transit facilities throughout the City. This includes policies regarding the specific needs at transit facilities, citywide locations, infrastructure they are intended to serve, review policies, necessary amenities, and appropriate coordination with other agencies.

Land Development Regulations Amendment

The proposed amendments to the Land Development Regulations would apply to sites with a C-PS2 zoning designation that are located west of Alton Road, which provide 20,000 square feet in size at no cost to the public for a transit hub, subject to City Commission approval. For applicable development, the amendment provides for the following regulations:

- An increase in height from 7 stories/75 feet to 30 stories/300 feet
- The ability for residential and hotel development to utilize commercial (C-PS2) setbacks as opposed to larger residential setbacks (R-PS2)
- Modify pedestal and tower setbacks to:
    - Front setback: 0 feet for all uses
    - Side-interior/Side, Facing a Street: From 0 feet for commercial and 7.5 feet for residential to 10 feet for all uses
- Removal of the requirement that setbacks for front yards and sides facing a street be both minimum and maximum standards.
- Removal of a requirement that an open court be provided for lots with a width greater than 100 feet.
- Removal of a requirement that residential or commercial uses be located at the ground floor, instead requiring architectural elements to create a pedestrian scale.

The amendment also includes a 3-year sunset provision. If the City Commission does not accept the 20,000 square feet for a transit hub, the applicant would have to construct a building pursuant to the current development regulations.

ANALYSIS

Urban Design & Planning Issues
The Administration has concerns regarding the scale of development that could be created by the proposed amendment. The amendment would allow for much greater heights than what is currently permitted along the Alton Road and Fifth Street corridors, and in residential areas to the northeast. Additionally this may block light over properties to the northwest in the morning and northeast in the evening, particularly in the winter months. Additionally there are concerns over the urban design impact of not requiring active uses at the ground floor, as Alton Road and West Avenue, north of 5th Street, are intended to be a pedestrian-scale commercial corridor.

Transportation Issues
In consultation with the Transportation Department, concerns over the effectiveness of a transit hub at the proposed location have been identified. Currently proposed transit plans project a light rail service connecting downtown Miami to South Beach via the south side of the Mac Arthur Causeway, where it would then continue down Fifth Street and north on Washington Avenue. A transit hub on the north side of Fifth Street would require the transit system span over the causeway and enter the property at an upper level, thus requiring a transfer to a local transit service at the ground level. As transfers make the use of public transportation less desirable, it is important for the City consider other options when deciding where to locate a transit facility.

The applicant's vision for a transit hub at the site was presented to the City's Transportation Department and Light Rail/Modern Streetcar Consultant Team. The Consultant Team had the following concerns regarding the proposal:

Interoperability

- The City's discussions with Miami-Dade County to date have been predicated on the Miami Beach project being interoperable with the County's project on McArthur Causeway – i.e. have the ability to provide a one-seat ride without

having to transfer between the two systems.

- The Director of the Citizen's Independent Transportation Trust that oversees the use of the dedicated sales tax for Transportation in Miami-Dade County (the anticipated source of County funding), has stated that funding from them is unlikely if the system is not interoperable.
- The City's procurement solicitation requires interoperability.
- The 500 Alton Development Proposal would not be interoperable -- The City of Miami Beach streetcar and the McArthur causeway service to the City of Miami would intersect at different floors.

Access and Operations Concerns

- The proposed site in the 500 Alton Development Proposal would not serve the City of Miami Beach streetcar. The 500 Alton development proposal presumes that the City of Miami Beach streetcar operates as a single one-way counter clockwise (Alton Road southbound) loop. The Miami Beach Light Rail/Modern Streetcar Project, as outlined in the solicitation document, and consistent with the June 2015 MPO study specifies a double track two-way service.
- Service on the northbound side track could not connect directly to the site.
- Streetcars exiting the site would require a complex, managed traffic control to cross Alton Road traffic at the maximum choke point of the roadway.
- The streetcar is shown operating along the north side of 5th street, which would not work for the northbound side track.

Facility Concerns

- The proposed site and floor plans would have buses and streetcars intersecting and conflicting.
- The site space proposed site is limited and likely too small.
- The proposed site does not provide for any transit parking. Some parking is shown, but it is clearly labelled as located in the "private development area." A major attribute for a Transit Hub is the provision for ample parking for "capturing" motorists at the entrance to south beach.

Other Impacts Other Proposed Projects

- The proposal would prematurely commit a service to the mainland on the north side of the Causeway before any environmental studies have been completed.

Comprehensive Plan Issues

This application includes a text amendment to the Future Land Use and Transportation elements of the Compressive Plan. Under Section 163.3184(2), F.S., this amendment shall follow the expedited state review process for adoption of comprehensive plan amendments. This process requires a public hearing by the local planning agency (Planning Board), a public transmittal hearing before the City Commission, after which the amendment must be transmitted to several state agencies for a 30-day review period, and a final adoption public hearing before the City Commission. The amendment is effective 31 days after it is adopted if there are no appeals.

PLANNING BOARD REVIEW

On June 28, 2016, at the request of the applicant, the Planning Board continued the items to the August 23, 2016 meeting.

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

In light of the action of the Planning Board on June 28, 2016, the Administration recommends that the City Commission open and continue the items to the September 14, 2016 meeting.

JLM/SMT/TRM/RAM
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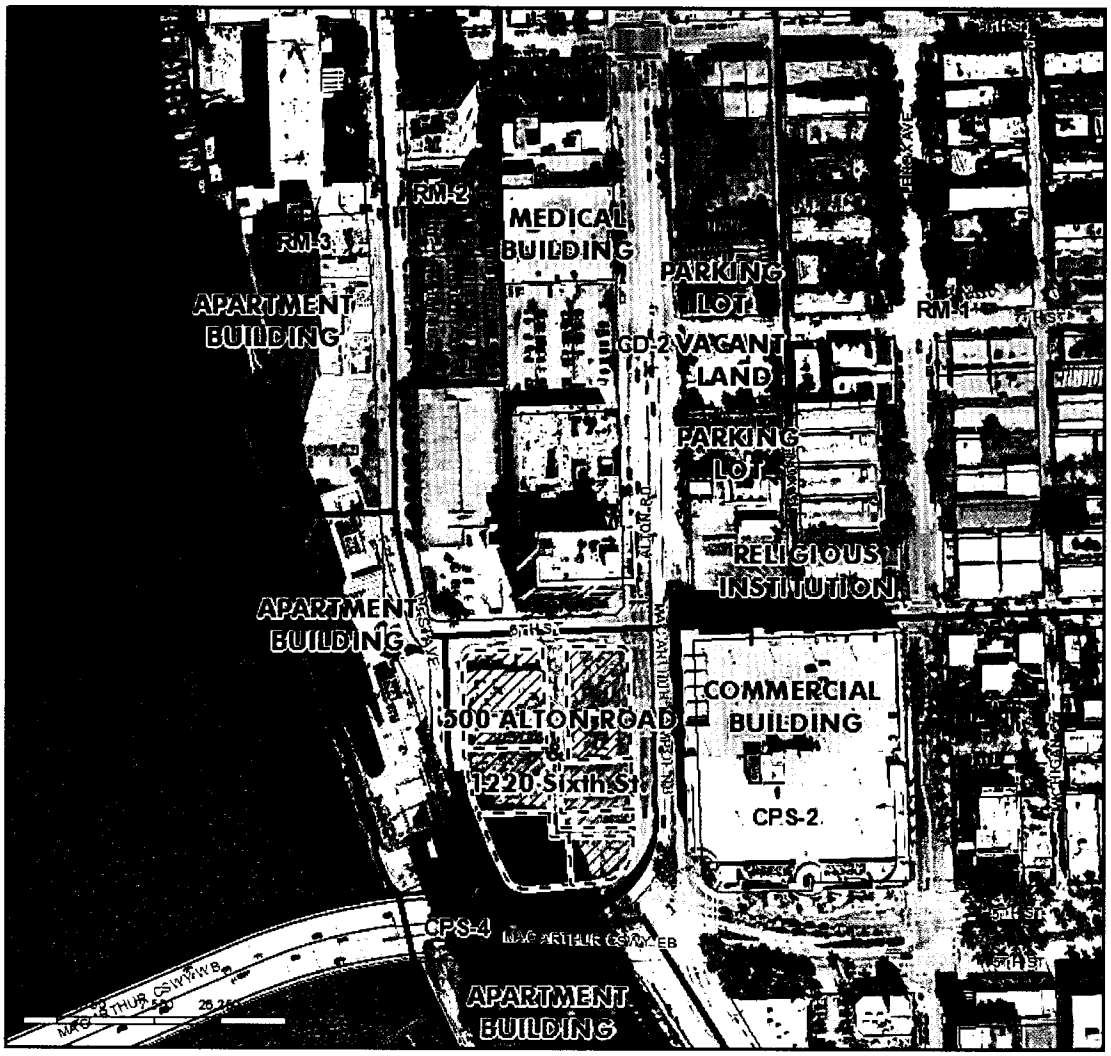
ZONING / SITE MAP



City of Miami Beach Planning Board
PB 0416-0009, f.k.a., File No. 2245
500 Alton Road & 1220 Sixth Street

The applicants, 500 Alton Road Ventures, LLC and 120 Sixth, LLC., are requesting modifications to a previously issued Conditional Use Approval which allows the operation of the parking lot after midnight. Specifically, the applicants are requesting modifications to the previously approved site plan and landscape plan, pursuant to Section 118, Article IV of the City Code.

MIAMIBEACH
PLANNING DEPARTMENT
1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139 P 305.673.7550 www.miamibeachfl.gov

CPS-2 Transit Hubs – LDR Amendments

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 18 "PS PERFORMANCE STANDARD DISTRICT" AND CHAPTER 114, "GENERAL PROVISIONS," BY AMENDING SECTIONS 142-698 AND 142-699 REGARDING MAXIMUM BUILDING HEIGHT AND SETBACKS REQUIREMENTS FOR THE CPS-2 DISTRICT; AMENDING SECTION 114-1 REGARDING DEFINITIONS; PROVIDING FOR CODIFICATION; REPEALER;; SEVERABILITY; AN EFFECTIVE DATE; AND A SUNSET DATE.

WHEREAS, the Mayor and City Commission have recognized the need to encourage the development of transit infrastructure in the City, especially in southern areas of the City; and

WHEREAS, the Mayor and City Commission desire to encourage innovative and compatible redevelopment that provides public benefits in the form of significant transit improvements;

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Chapter 142 of the City Code, entitled "Zoning Districts and Regulations," Article II, "Zoning Districts and Regulations," Division 18 "Performance Standard District", Section 142-698 is hereby amended as follows:

Sec. 142-698. Commercial performance standard area requirements.

* * *

b) The commercial performance standard area requirements are as follows:

Commercial Subdistricts				
Performance Standard	CPS-1	CPS-2	CPS-3	CPS-4
Minimum lot area	6,000 square feet	6,000 square feet	6,000 square feet	6,000 square feet
Minimum lot width	50 feet	50 feet	50 feet	50 feet
Maximum building height	40 feet; 75 feet for the Block 51 Properties, the Block 51 Swap Properrty, Block 52 Properties; Block 1 Properties	50 – East of Lenox Avenue 75 – West of Lenox Avenue 300 – Developments west of Alton Road that	Non-oceanfront – 80 Oceanfront – 100	150

		incorporate a City transit hub as defined by Section 114-1		
Maximum Number of Stories	4; 8 for the Block 51 Properties, the Block 51 Swap Property, Block 52 Properties; Block 1 Properties	5 – East of Lenox Avenue 7 – West of Lenox Avenue 30 – Developments west of Alton Road incorporate a City transit hub as defined by Section 114-1	Non-oceanfront – 8 Oceanfront – 11	16
Maximum floor area ratio	1.0; 1.5 for the Block 51 Properties, the Block 51 Swap Property, Block 52 Properties; and 2.0 for the Block 1 Properties	2.0	2.5	2.5
Residential and/or hotel development	Pursuant to all R-PS2 district regulations, except maximum building height for residential and mixed use buildings shall be 75 feet.	Pursuant to all R-PS3 district regulations, except maximum building height for residential and mixed use buildings shall be 75 feet. Developments west of Alton Road that incorporate a City transit hub as defined by Section 114-1 may be developed as provided by the CPS-2 district regulations.	Pursuant to all R-PS4 district regulations except maximum floor area ratio shall be 2.5; on the Goodman Terrace and Hinson Parcels, the FAR shall be that necessary to achieve 305,500 sq. ft. (estimated at 3.2 FAR), 30 stories and 300 ft. height maximum for the Goodman Terrace and Hinson Parcels, and open space ratio 0.60 measured at or above grade	Pursuant to all R-PS4 district regulations, except maximum floor area ratio shall be 2.5, and open space ratio 0.60 measured at or above grade.

Minimum apartment unit size (square feet)	New construction -- 650 Rehabilitated buildings -- 400	New construction -- 600 Rehabilitated buildings -- 400	New construction -- 550 Rehabilitated buildings -- 400	New construction -- 550 Rehabilitated buildings -- 400
Average apartment unit size (square feet)	New construction— 900 Rehabilitated buildings —550	New construction—850 Rehabilitated buildings —550	New construction—800 Rehabilitated buildings —550	New construction— 800 Rehabilitated buildings —550
Minimum floor area per hotel unit (square feet)		15% = 300—335 square feet; 85% = 335 + square feet in all districts.		
Minimum parking requirements		Pursuant to chapter 130 and section 142-702 requirement.		
Minimum off-street loading		Pursuant to chapter 130		
Signs		Pursuant to chapter 138		

* * *

SECTION 2. Chapter 142 of the City Code, entitled "Zoning Districts and Regulations," Article II, "Zoning Districts and Regulations," Division 18 "Performance Standard District", Section 142-699 is hereby amended as follows:

Sec. 142-699. Setback requirements in the C-PS1, 2, 3, 4 districts.

a) The setback requirements in the C-PS1, 2, 3, 4 districts are as follows:

	Front	Side-Interior	Side, Facing a Street	Rear
Subterranean	0 feet	0 feet	0 feet	0 feet
Pedestal and tower (non-oceanfront)	0 feet; for residential, 5 feet; 20 feet from adjacent streets above the first 40 feet in height for the Block 1 Properties, Block 51 Properties (except lots 11 and 12), Block 51 Swap Property and Block 52	7.5 feet when abutting a residential district, otherwise none. Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697), 10 feet for developments west of Alton Road that incorporate a City transit hub as defined by	0 feet Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697) 10 feet for developments that incorporate a City transit hub as defined by Section 114-1	10 feet when abutting a residential district, otherwise—5 feet; 3.5 feet for the Block 1 Properties, Block 51 Properties (except lots 11 and 12), Block 51 Swap Property and Block 52 Properties; unless separated

	Properties 0 feet for developments that incorporate a City transit hub as defined by Section 114-1	Section 114-1		by a waterway—None
Pedestal and tower (oceanfront)	Pedestal—15 feet Tower—20 feet plus one foot for every one foot increase in height above 50 feet, to a maximum of 50 feet, then shall remain constant	Commercial uses—10 feet□Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697)	Commercial uses—10 feet Residential uses shall follow the R-PS1, 2, 3, 4 setbacks (See section 142-697)	25% of lot depth, 75 feet minimum
Parking lots and garages	If located on the same lot as the main structure the above setbacks shall apply, if primary use the setbacks are listed in section 142-1132(n)			

b) All required setbacks shall be considered as minimum requirements except for the pedestal front yard setback and the pedestal side yard facing a street setback, which shall be considered as both a minimum and maximum requirements, except for the Goodman Terrace and Hinson Parcels and developments west of Alton Road that incorporate a City transit hub as defined by Section 114-1

c) For lots greater than 100 feet in width the front setback shall be extended to include at least one open court with a minimum area of three square feet for every linear foot of lot frontage, except for those properties located in the C-PS1 district described in section 142-698(a) and developments west of Alton Road that incorporate a City transit hub as defined by Section 114-1.

SECTION 3. Chapter 142 of the City Code, entitled "Zoning Districts and Regulations," Article II, "Zoning Districts and Regulations," Division 18 "Performance Standard District", Section 142-695 is hereby amended as follows:

Sec. 142-695. Performance standard regulations generally.

* * *

c) In the C-PS districts, all floors of a building containing parking spaces shall incorporate the following:

(1) Residential or commercial uses, as applicable, at the first level along every facade facing a street, sidewalk or waterway. For properties not having access to an alley, the required residential space shall accommodate entrance and exit drives. Developments that incorporate a City transit hub as defined by Section 114-1 are not required to

incorporate residential or commercial uses but shall incorporate other architectural elements to create a pedestrian scale at the first level.

(2) Residential or commercial uses above the first level along every facade facing a waterway.

(3) For properties less than 60 feet in width, the total amount of commercial space at the first level along a street side shall be determined by the design review or historic preservation board, as applicable. All facades above the first level, facing a street or sidewalk, shall include a substantial portion of residential or commercial uses; the total amount of residential or commercial space shall be determined by the design review or historic preservation board, as applicable, based upon their respective criteria.

* * * *

SECTION 4. Chapter 114 of the City Code, entitled "General Provisions," Section 114-1 is hereby amended as follows:

Sec. 114-1. Definitions.

* * *

Developments that incorporate a City transit hub means a private development that has dedicated, following City Commission approval, an area of at least 20,000 square feet in size at no cost to the public to accommodate the City's development of facilities for passenger boarding and transfer for one or more transit modes, including, but not limited to, bus, trolley, streetcar, or train.

* * * *

SECTION 5. 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 6. 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 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.

SECTION 9. SUNSET PROVISION. Unless otherwise extended, this Ordinance shall be of no effect three (3) years from its effective date.

PASSED and **ADOPTED** this _____ day of _____, 20__.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

First Reading:
Second Reading:

Verified by: _____
Thomas Mooney, AICP
Planning Director

Underscore denotes new language

Comprehensive Plan Text Amendment – Public Transit Facilities in C-PS2 and Transit Hubs Incorporated Into Private Development

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING POLICY 1.2 BY AMENDING THE PERMITTED USES IN THE "GENERAL MIXED USE COMMERCIAL "PERFORMANCE STANDARD" CATEGORY (C-PS2)" TO ALLOW PUBLIC TRANSIT FACILITIES AS A PERMITTED USE; AMENDING THE TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MIAMI BEACH, FLORIDA, BY CREATING POLICY 4.6.1 ENTITLED "ENHANCED TRANSIT INFRASTRUCTURE ON PRIVATE PROPERTY" AND BY AMENDING THE "GLOSSARY OF TERMS" TO INCLUDE THE TERM "TRANSIT HUB" AND RELATED DEFINITION.

WHEREAS, the Mayor and City Commission have recognized the need to encourage the development of transit infrastructure in the City, especially in southern areas of the City; and

WHEREAS, the Mayor and City Commission desire to encourage innovative and compatible redevelopment that provides public benefits in the form of significant transit improvements;

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Policy 1.2 of the Land Use Element of the 2025 Miami Beach Comprehensive Plan is hereby amended as follows:

* * *

General Mixed Use Commercial "Performance Standard" Category (C-PS2)

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new residential areas which accommodate a mix of different residential types developed in accordance with flexible design standards.

Uses which may be Permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, apartments, apartment hotels, hotels, public transit hubs, and commercial uses.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.

Density Limits: 106 dwelling units per acre.

Intensity Floor Area Ratio Limits: 2.0.

* * * *

SECTION 2. Policy 4.6.1 of the Transportation Element of the 2025 Miami Beach Comprehensive Plan is hereby created to read as follows:

Policy 4.6.1 Enhanced Transit Infrastructure on Private Property

The City shall encourage, through the provisions of the Land Development Regulations and other incentives, the development of enhanced transit infrastructure on appropriate privately-owned sites throughout the City. Enhanced transit infrastructure shall include, but not be limited to, expanded transit shelters, bicycle parking, information kiosks, streetcar/light rail infrastructure and guideways, bus staging areas, maintenance facilities, and/or transit hubs.

SECTION 3. The "Glossary of Terms" of the Transportation Element of the 2025 Miami Beach Comprehensive Plan is hereby amended to read as follows:

- **Atlantic Greenway Network**: Is a multi-modal network that will knit together elements of the Miami Beach bicycle/pedestrian transportation system: the north- south Beach Corridors running parallel to the dunes, and the Neighborhood Trails that provide access to the beach, parks, schools, and the commercial, cultural and civic destinations.

* * * *

- **Transit hub** is a facility for passenger boarding and transfer for one or more transit modes, including, but not limited to, bus, trolley, streetcar, or train.

* * * *

SECTION 4. 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 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 _____, 20__.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO

FORM AND LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

First Reading:
Second Reading:

Verified by: _____
Thomas Mooney, AICP
Planning Director

Underscore denotes new language

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
JULY 13, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016**, at the times listed, or as soon thereafter as the matter can be heard, to consider:

5:01 p.m.
An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73rd Street To The South, Dickens Avenue, Hawthorne Avenue And Crespi Boulevard To The West, 87th Street To The North, And Collins Court To The East; And (2) "Normandy Isles National Register District:" Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Notre Dame And Rue Versailles To The West, Normandy Shores Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Be Effective Upon First Reading Of This Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:02 p.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 18 "PS Performance Standard District" And Chapter 114, "General Provisions," By Amending Sections 142-698 And 142-699 Regarding Maximum Building Height And Setbacks Requirements For The CPS-2 District; Amending Section 114-1 Regarding Definitions; Providing For Codification; Repealer; Severability; An Effective Date; And A Sunset Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550*

5:03 p.m.
An Ordinance Amending The Future Land Use Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Amending Policy 1.2 By Amending The Permitted Uses In The "General Mixed Use Commercial "Performance Standard" Category (C-PS2)" To Allow Public Transit Facilities As A Permitted Use; Amending The Transportation Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Creating Policy 4.6.1 Entitled "Enhanced Transit Infrastructure On Private Property" And By Amending The "Glossary Of Terms" To Include The Term "Transit Hub" And Related Definition *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:04 p.m.
An Ordinance Amending The City Code, By Amending Chapter 122, "Concurrency Management," By Amending Section 122-5, "Exemptions From Concurrency," To Exempt Uses At The Following City-Owned Facilities From The City's Concurrency Requirements: The North Shore Bandshell, The Ronald W. Shane Watersports Center, And The Miami Beach Botanical Garden; And Providing For Repealer, Codification, Severability, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:05 p.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 130, "Off-Street Parking," Article I, "In General," Article III, "Design Standards," Article V, "Fee In Lieu Of Parking Program," Article VI, "Parking Credit System," Article VII, "Surplus And Under-Utilized Parking Spaces," And Article IX, "Valet And Tandem Parking," By Amending And Clarifying Standards And Procedures For Off-Street Parking Requirements; Providing Codification; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

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5:07 p.m.
An Ordinance Amending The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying Chapter 1, Future Land Use Element, To Encourage The Use Of Landscaping Techniques That Enhance Stormwater Management And To Modify The Level Of Service For Storm Sewer Capacity; Chapter 5, Infrastructure Element, To Require That The Land Development Regulations Include A Freeboard Requirement For New Construction, To Modify The Level Of Service For Drainage Facilities Design Storm Standard, And To Incorporate The Use Of Stormwater Storage And Infiltration In Infrastructure Replacement Activities; Chapter 6, Conservation/ Coastal Zone Management Element To Encourage The Use Of Highly Water-Absorbent Native Plants And To Designate The City Of Miami Beach As An Adaptation Action Area (AAA) Pursuant To Section 163.3177(6)(g)(10), Florida Statutes; Chapter 8, Intergovernmental Coordination Element, To Require Coordination Between Agencies Addressing Issues Related To Sea Level Rise And Climate Change; Providing For Inclusion In The Comprehensive Plan; Transmittal; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:08 p.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Subpart B, Entitled "Land Development Regulations," Of Chapter 142, Entitled "Zoning Districts And Regulations," By Amending Division 2, Entitled "Accessory Uses"; By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Division 3, Entitled "Supplementary Use Regulations," By Amending Section 142-1111, Entitled "Short-Term Rental Of Apartment Units Or Townhomes," By Creating A New Subsection (d), Which Establishes Eligibility Requirements For Short-Term Rental Of Apartment And Townhome Residential Units In North Beach; Limiting The Eligibility To Those Properties Fronting Harding Avenue From The South Side Of 73rd Street To The Northern Boundary Of The City; By Establishing Conditions Precedent Before A Property Owner Is Legally Authorized To Engage In Short-Term Rentals; And Require The Property To Be Fully Renovated And Restored In Accordance With Those Delineated Standards Set Forth In Subsection (d)(1), Which Must Be Accomplished Prior To The Issuance Of The Business Tax Receipt Permitting Short-Term Rentals; And Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. 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. 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 No. 1165

586

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARING
AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS 500 ALTON ROAD COMMERCIAL PERFORMANCE STANDARD CATEGORY (C-PS2) TRANSIT HUB
JULY 13, 2016

NOTICE IS HEREBY given that a First Reading, Public Hearing, will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 13, 2016** at **5:02 p.m.**, or as soon thereafter as the matter can be heard, to consider the adoption of the following Ordinance:

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 18 "PS Performance Standard District" And Chapter 114, "General Provisions," By Amending Sections 142-698 And 142-699 Regarding Maximum Building Height And Setbacks Requirements For The CPS-2 District; Amending Section 114-1 Regarding Definitions; Providing For Codification; Repealer; Severability; An Effective Date; And A Sunset Date.

This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.

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Rafael E. Granado, City Clerk
City of Miami Beach

Ad 1168

MIAMIBEACH

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN 500 ALTON ROAD COMMERCIAL PERFORMANCE STANDARD CATEGORY (C-PS2) TRANSIT HUB

JULY 13, 2016

NOTICE IS HEREBY given that a First Reading, Public Hearing, will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 13, 2016** at **5:03 p.m.**, or as soon thereafter as the matter can be heard, to consider the adoption of the following Ordinance:

An Ordinance Amending The Future Land Use Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Amending Policy 1.2 By Amending The Permitted Uses In The "General Mixed Use Commercial "Performance Standard" Category (C-PS2)" To Allow Public Transit Facilities As A Permitted Use; Amending The Transportation Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Creating Policy 4.6.1 Entitled "Enhanced Transit Infrastructure On Private Property" And By Amending The "Glossary Of Terms" To Include The Term "Transit Hub" And Related Definition.

This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. 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 1169

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Condensed Title:

An ordinance amending the Land Development Regulations to exempt uses at the following city-owned facilities from the City's concurrency requirements: the North Shore Bandshell, The Ronald W. Shane Watersports Center, and the Miami Beach Botanical Garden.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING – PUBLIC HEARING

The proposed ordinance would exempt uses at the North Shore Bandshell, the Ronald W. Shane Watersports Center, and the Miami Beach Botanical Garden from concurrency requirements. This is intended to facilitate the activation of the three sites by exempting them from the possibility of having to pay concurrency fees which may increase the cost to the non-profit organizations that may operate facilities in those areas.

On June 8, 2016, at the request of Commissioner Grieco, the City Commission referred the subject Ordinance amendment (Item C4O) to the Planning Board.

The Administration recommends that the City Commission approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

Advisory Board Recommendation:

On June 28, 2016, the Planning Board (by a 5-0 vote) transmitted the proposed ordinance amendment to the City Commission with a favorable recommendation.

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 R5G
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016 **FIRST READING – PUBLIC HEARING**

SUBJECT: **Concurrency Exemption – GU & CCC Districts**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CITY CODE, BY AMENDING CHAPTER 122, "CONCURRENCY MANAGEMENT," BY AMENDING SECTION 122-5, "EXEMPTIONS FROM CONCURRENCY," TO EXEMPT USES AT THE FOLLOWING CITY-OWNED FACILITIES FROM THE CITY'S CONCURRENCY REQUIREMENTS: THE NORTH SHORE BANDSHELL, THE RONALD W. SHANE WATERSPORTS CENTER, AND THE MIAMI BEACH BOTANICAL GARDEN; AND PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

BACKGROUND

On June 8, 2016, at the request of Commissioner Grieco, the City Commission referred the subject Ordinance amendment (Item C4O) to the Planning Board.

ANALYSIS

The concurrency fee is a one-time fee and is not assessed yearly, but runs with the use as long as it continues. The concurrency fee is based on the number of trips to the establishment generated pursuant to the trip generation rates in the Institute of Traffic Engineers (ITE) Trip Generation Manual. The concurrency fee is based on the costs to the City to mitigate traffic to the area and is divided into three geographical areas: South Beach, below Dade Boulevard; Middle Beach, below 63rd Street to Dade Boulevard; and North Beach, below the City Line to 63rd Street.

Currently, Section 122-5 of the Land Development Regulations of the City Code contains nine specific exemptions from obtaining a preliminary concurrency determination or a final concurrency reservation certificate. The proposed Ordinance amendment would establish a tenth exemption as follows:

(10) Uses at the North Shore Bandshell, the Ronald W. Shane Watersports Center, and the Miami Beach Botanical Garden.

The proposed amendment is intended to facilitate the activation of the three sites listed in the amendment. Specifically, the following uses are proposed:

- North Shore Bandshell (GU): Outdoor music venue and hall for hire
- Ronald W. Shane Watersports Center (GU): Sports Center and hall for hire
- Miami Beach Botanical Garden (CCC): Garden Center and hall for hire

The proposed amendment would exempt those uses from a concurrency review and paying a concurrency fee, which could significantly increase costs to the operating organizations. As the facilities are run by non-profit organizations, it is important that the facilities be able to direct as much revenue as possible to providing services to the community.

PLANNING BOARD REVIEW
On June 28, 2016, the Planning Board (by a 5-0 vote) 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. While the ordinance exempts certain sites from the payment of concurrency fees, the proposed Ordinance is not expected to have a negative fiscal impact upon the City.

SUMMARY
The proposed ordinance amendment is presently inconsistent with the Goals, Objectives, and Policies of the Comprehensive Plan. However, a separate, proposed amendment to the Comprehensive Plan regarding Intermodal Transit Facilities will authorize the City Commission to waive concurrency requirements through an amendment of the Land Development Regulations. Should the Intermodal Transit Facilities amendment not move forward, a separate comprehensive plan amendment will be required.

CONCLUSION
The Administration recommends that the City Commission approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

JLM/SMT/TRM/RAM
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CONCURRENCY EXEMPTION – GU & CCC DISTRICTS

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CITY CODE, BY AMENDING CHAPTER 122, "CONCURRENCY MANAGEMENT," BY AMENDING SECTION 122-5, "EXEMPTIONS FROM CONCURRENCY," TO EXEMPT USES AT THE FOLLOWING CITY-OWNED FACILITIES FROM THE CITY'S CONCURRENCY REQUIREMENTS: THE NORTH SHORE BANDSHELL, THE RONALD W. SHANE WATERSPORTS CENTER, AND THE MIAMI BEACH BOTANICAL GARDEN; AND PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach ("City") Land Development Regulations, at Chapter 122, establish the City's procedure for concurrency management; and

WHEREAS, Section 122-5 of the City Code creates exemptions from the City's concurrency requirements for certain developments and uses; and

WHEREAS, such exempt developments and uses are not required to obtain a preliminary concurrency determination or a final concurrency reservation certificate from the City; and

WHEREAS, the Mayor and City Commission desire to amend the list of exemptions from the City's concurrency requirements, to exempt uses at the following City-owned facilities from the City's concurrency requirements: the North Shore Bandshell, the Ronald W. Shane Watersports Center, and the Miami Beach Botanical Garden.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Chapter 122, "Concurrency Management," Section 122-5, "Exemptions from concurrency," of the Land Development Regulations, is hereby amended to read as follows:

CHAPTER 122
CONCURRENCY MANAGEMENT

* * *

Sec. 122-5. - Exemptions from concurrency.

The following types of development are not required to obtain a preliminary concurrency determination or a final concurrency reservation certificate:

(1) Any development undertaken by the city that does not require a rezoning, does not increase in intensity, does not have an associated change of use or that increases the city's ability to provide essential services and facilities related to health and safety concerns (fire, police, etc.).

(2) An application requesting modification(s) of a previously approved development order where the concurrency management division has determined that the impacts on the prescribed levels of service imposed by the requested modification(s) will be no greater than the impacts imposed by the previously approved development order or the previously existing use.

(3) An application for the renovation of an historic structure, provided that the use of the historic structure is not intensified.

(4) An application to develop a parcel of land for single family purposes if no change in the zoning map is required to accommodate the development.

(5) An application for addition, renovation or reconstruction of a residential dwelling that does not increase the number of dwelling units existing or approved for the property.

(6) An application for the construction of, an addition to or renovation of a guest house, garage apartment or other similar accessory units on parcels zoned to permit such uses.

(7) An application for a development order for property which is subject to a valid development order approved as a development of regional impact prior to January 1, 2000, pursuant to F.S. Ch. 380.

(8) A valid, unexpired final development order approved prior to the adoption of this chapter.

(9) Temporary uses in public rights-of-way, as determined by the City Commission by resolution, specifying geographic areas, criteria, and duration of exemption, where such uses front on or are north of 63rd Street, or on Washington Avenue from 6th Street to Lincoln Road.

(10) Uses at the North Shore Bandshell, the Ronald W. Shane Watersports Center, and the Miami Beach Botanical Garden.

SECTION 2. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith 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 _____, 2016.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 6/29/16
City Attorney Date

First Reading: July 13, 2016
Second Reading: September 14, 2016

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

Underscore denotes new language
~~Strike through~~ denotes deleted language

(Sponsored by Commissioner Michael Grieco)

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MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
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5:01 p.m.
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5:07 p.m.
An Ordinance Amending The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying Chapter 1, Future Land Use Element, To Encourage The Use Of Landscaping Techniques That Enhance Stormwater Management And To Modify The Level Of Service For Storm Sewer Capacity; Chapter 5, Infrastructure Element, To Require That The Land Development Regulations Include A Freeboard Requirement For New Construction, To Modify The Level Of Service For Drainage Facilities Design Storm Standard, And To Incorporate The Use Of Stormwater Storage And Infiltration In Infrastructure Replacement Activities; Chapter 6, Conservation/ Coastal Zone Management Element To Encourage The Use Of Highly Water-Absorbent Native Plants And To Designate The City Of Miami Beach As An Adaptation Action Area (AAA) Pursuant To Section 163.3177(6)(g)(10), Florida Statutes; Chapter 8, Intergovernmental Coordination Element, To Require Coordination Between Agencies Addressing Issues Related To Sea Level Rise And Climate Change; Providing For Inclusion In The Comprehensive Plan; Transmittal; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:08 p.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Subpart B, Entitled "Land Development Regulations," Of Chapter 142, Entitled "Zoning Districts And Regulations," By Amending Division 2, Entitled "Accessory Uses"; By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Division 3, Entitled "Supplementary Use Regulations," By Amending Section 142-1111, Entitled "Short-Term Rental Of Apartment Units Or Townhomes," By Creating A New Subsection (d), Which Establishes Eligibility Requirements For Short-Term Rental Of Apartment And Townhome Residential Units In North Beach; Limiting The Eligibility To Those Properties Fronting Harding Avenue From The South Side Of 73rd Street To The Northern Boundary Of The City; By Establishing Conditions Precedent Before A Property Owner Is Legally Authorized To Engage In Short-Term Rentals; And Require The Property To Be Fully Renovated And Restored In Accordance With Those Delineated Standards Set Forth In Subsection (d)(1), Which Must Be Accomplished Prior To The Issuance Of The Business Tax Receipt Permitting Short-Term Rentals; And Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. 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. 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 No. 1165

596

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARING
AN ORDINANCE AMENDING CONCURRENCY EXEMPTIONS - GU (GOVERNMENT USE) AND CCC (CIVIC AND CONVENTION CENTER) DISTRICTS
JULY 13, 2016

NOTICE IS HEREBY given that a First Reading, Public Hearing, will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 13, 2016** at **5:04 p.m.**, or as soon thereafter as the matter can be heard, to consider the adoption of the following Ordinance:

An Ordinance Amending The City Code, By Amending Chapter 122, "Concurrency Management," By Amending Section 122-5, "Exemptions From Concurrency," To Exempt Uses At The Following City-Owned Facilities From The City's Concurrency Requirements: The North Shore Bandshell, The Ronald W. Shane Watersports Center, And The Miami Beach Botanical Garden; And Providing For Repealer, Codification, Severability, And An Effective Date.

This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. 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.

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 1170

Condensed Title:

An ordinance amending the Land Development Regulations to clarify standards and procedures for off-street parking requirements.

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 amendment proposes modifications to Chapter 130 that simplify and clarify existing procedures and standards for off-street parking. The changes proposed in the draft ordinance do not modify or affect the number of off-street parking spaces required within each of the City's Parking Districts, but do include a number of grammatical and scrivener's error corrections.

On April 20, 2016 the Land Use and Development Committee recommended that the City Commission refer the proposed ordinance to the Planning Board. On May 11, 2016, the City Commission referred the proposed ordinance 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 set a Second Reading Public Hearing for September 14, 2016.

Advisory Board Recommendation:

On June 28, 2016, the Planning Board (by a 5-0 vote) transmitted the proposed ordinance amendment to the City Commission with a favorable recommendation.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016 **FIRST READING**

SUBJECT: **Ordinance Amendment to Chapter 130 Pertaining to Off-Street Parking**

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 130, "OFF-STREET PARKING," ARTICLE I, "IN GENERAL," ARTICLE III, "DESIGN STANDARDS," ARTICLE V, "FEE IN LIEU OF PARKING PROGRAM," ARTICLE VI, "PARKING CREDIT SYSTEM," ARTICLE VII, "SURPLUS AND UNDER-UTILIZED PARKING SPACES," AND ARTICLE IX, "VALET AND TANDEM PARKING", BY AMENDING AND CLARIFYING STANDARDS AND PROCEDURES FOR OFF-STREET PARKING REQUIREMENTS; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

BACKGROUND

On September 10, 2014, the City Commission updated the "Fee in Lieu of Parking" from $35,000 to $40,000 per parking space, in order to reflect changes in property values and consumer price indexes as required by Section 130-132 (d) of the City Code. In conjunction with this modification, the City Commission referred a discussion item to the Land Use and Development Committee pertaining to the current off-street parking requirements in Chapter 130 of the City Code.

On May 27, 2015, the Land Use and Development Committee discussed the item and directed the Administration to prepare a draft Ordinance, to be presented at the July 29, 2015 meeting. On July 29, 2015, the Land Use and Development Committee continued the item to the September 9, 2015 meeting.

On September 9, 2015, the Land Use and Development Committee continued the item to the November 18, 2015 meeting. The November 18, 2015 Land Use and

Development Committee meeting was cancelled, as was the December 2, 2015 meeting. On January 20, 2016, the item was continued to February 17, 2016. On February 17, 2016 the item was continued to a date certain of April 20, 2016.

On April 20, 2016, the Land Use Committee discussed the proposal and recommended that the City Commission refer the proposed ordinance to the Planning Board for consideration and recommendation.

On May 11, 2016 the City Commission referred the subject ordinance (Item C4G) to the Planning Board for consideration and recommendation. The sponsor of the Ordinance is Commissioner Michael Grieco.

ANALYSIS

The attached draft ordinance proposes modifications to Chapter 130 that simplify and clarify existing procedures and standards for off-street parking. The changes proposed in the draft ordinance do not modify or affect the number of off-street parking spaces required within each of the City's Parking Districts, but does include a number of grammatical and scrivener's error corrections, as well as the following non-substantive changes:

- Augmenting text descriptions of the various parking districts with maps.
- Clarifying and simplifying the procedures and requirements related to providing required parking spaces off-site, including a definition for distance measurement.
- Clarifying and simplifying minimum parking space dimension requirements.
- Clarifying when fees in lieu of providing required parking are assessed and that such fees have been incorporated into the fee schedule (Appendix A) of the Land Development Regulations.
- Updating obsolete reference citations.

The proposed ordinance also includes changes, which are designed to further clarify, streamline and simplify the application and administration of chapter 130. The following is a side-by-side comparison of these proposed modifications:

Current Code	**Proposed Ordinance**
Variance prohibition for required parking currently located in Sec. 118-353	Re-stated in Sec. 130-30
Required parking spaces cannot be removed except to accommodate trash rooms or ADA requirements	Non-conforming parking spaces can also be removed
When multiple parking reductions apply, the code does not establish an order of the reductions	Multiple reductions would be calculated in the order they appear in the code
Fractional parking credits or reductions are not specifically addressed	Fractional parking credits or reductions are rounded *down* to the nearest whole number

Signage for accessory uses in parking garages are limited to 10 square feet per use	Parking garage accessory use signage requirements are subject to the regulations of Chapter 138 (signage)
Temporary Parking Lot Time Frames: 3 year initial approval; Up to a 2 year extension by Planning Board; Up to 5 separate 1 year extensions by Planning Director. Max Time: 10 Years	Temporary Parking Lot Time Frames: 3 year initial approval; Up to 2 year extension by Planning Board. Max Time: 5 Years
Landscaping requirements listed in the temporary and provisional lot standards	Landscaping requirements moved to Chapter 126 (Landscaping)
Fee in Lieu of parking shall be evaluated yearly based on CPI by the Planning Director, and considered by the City Commission	Fee in Lieu of parking shall be evaluated yearly based on CPI by the City Commission
Parking credits issued for buildings built before October 1989 based on parking code from 1989	Parking credits issued for the prior use based on current code
Current code does not address a mixture of parking credits and parking spaces used to satisfy required parking	Clarifies that a project can use a mixture of parking credits and parking on-site to satisfy required parking
Underutilized parking lots and garages are required to submit annual reports	Underutilized parking lots and garages would be required to submit an updated report only when there are changes proposed
Current code lacks clarity as it pertains to requirements for valet and tandem parking spaces	Clarifies the minimum distance requirement, size, and restrictive covenants required for valet and tandem spaces

The Land Use Committee also recommended that Section 130-132(c) be modified to allow for the removal of parking spaces required for a building in the architectural district or a local historic district constructed after October 1, 1993, if a change in said building results in a net reduction of required parking spaces. The revised language has been included in the attached draft ordinance.

PLANNING BOARD REVIEW

On June 28, 2016, the Planning Board (by a 5-0 vote) 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

1. Accept the recommendation of the Land Use and Development Committee via separate motion.

2. Approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

JLM/SMT/TRM/RAM
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Off-Street Parking Regulations

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 130, "OFF-STREET PARKING," ARTICLE I, "IN GENERAL," ARTICLE III, "DESIGN STANDARDS," ARTICLE V, "FEE IN LIEU OF PARKING PROGRAM," ARTICLE VI, "PARKING CREDIT SYSTEM," ARTICLE VII, "SURPLUS AND UNDER-UTILIZED PARKING SPACES," AND ARTICLE IX, "VALET AND TANDEM PARKING", BY AMENDING AND CLARIFYING STANDARDS AND PROCEDURES FOR OFF-STREET PARKING REQUIREMENTS; PROVIDING 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, regulation of standards for off-street parking improves the health, safety, and welfare of the City's residents; and

WHEREAS, these regulations will accomplish these goals and ensure that the public health, safety and welfare will be preserved in the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 130, "OFF-STREET PARKING", is hereby amended, as follows:

Chapter 130 - OFF-STREET PARKING

ARTICLE I. - IN GENERAL

Secs. 130-1—130-29. – Reserved.

Sec. 130-30. - Variances for off-street parking requirements.

Variances for off-street parking requirements shall be prohibited unless explicitly authorized in this chapter.

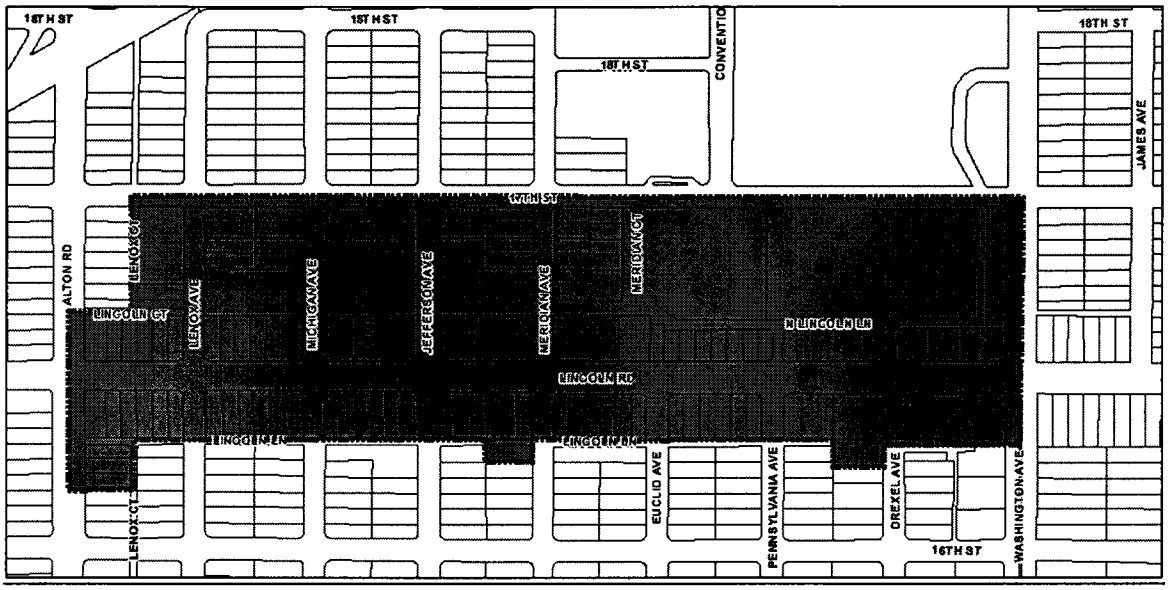
ARTICLE II. - DISTRICTS; REQUIREMENTS

Sec. 130-31. - Parking districts established.

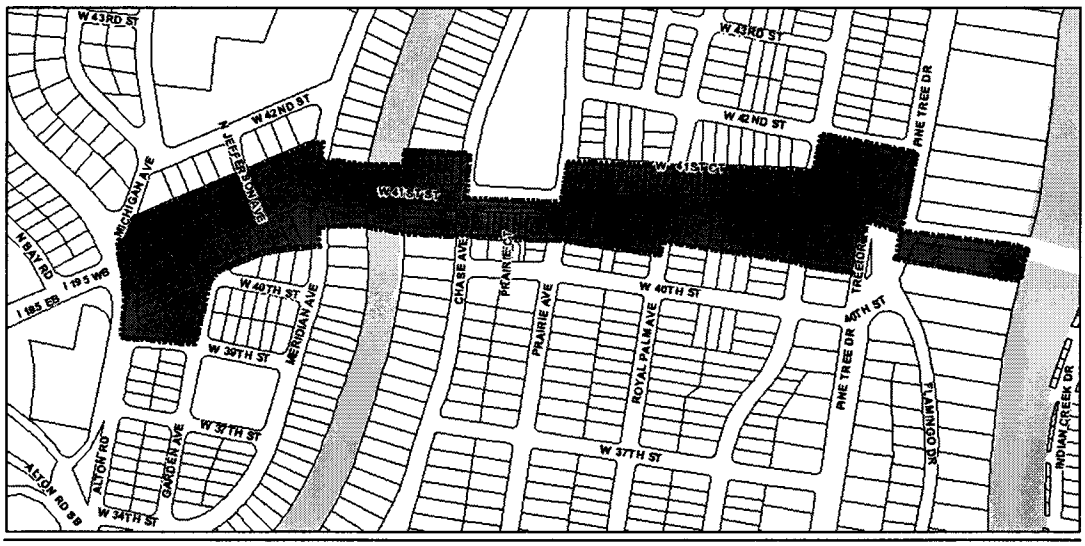
(a) For the purposes of establishing off-street parking requirements, the city shall be divided into ~~six~~ the following parking districts.

(1) *Parking district no. 1.* Parking district no. 1 is that area not included in parking districts nos. 2, 3, 4, 5, 6, and 7.

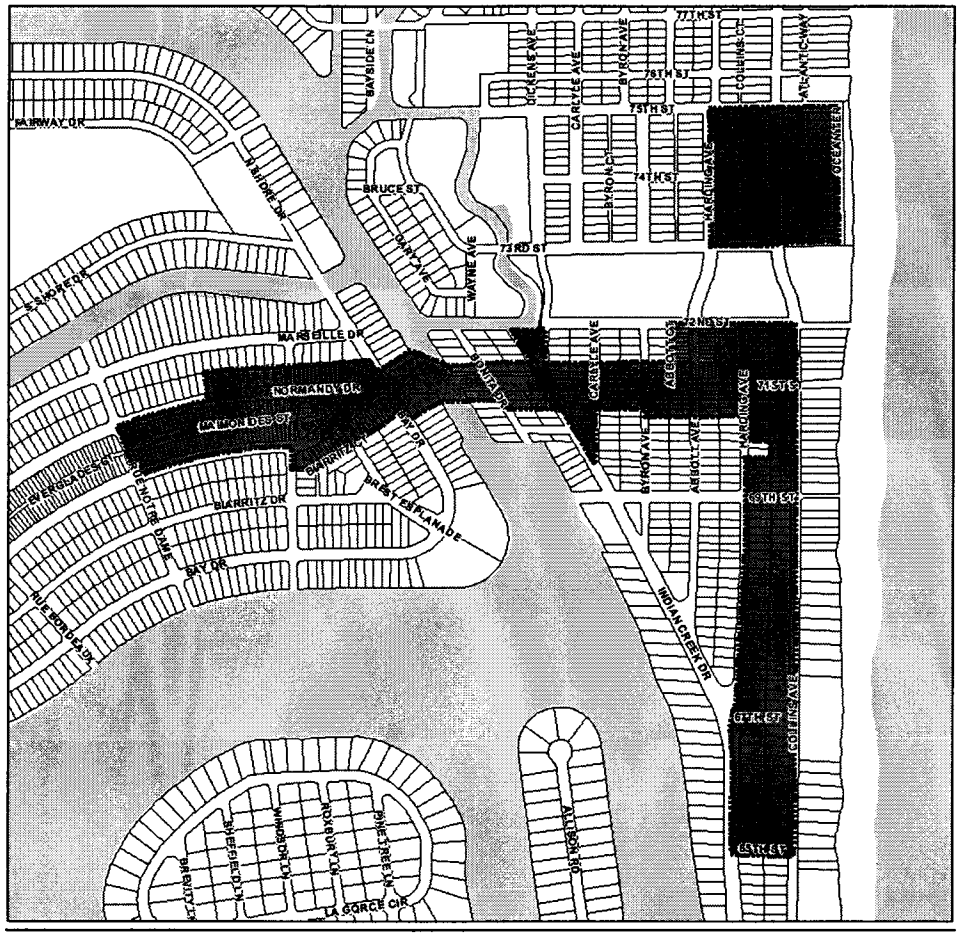
(2) *Parking district no. 2.* Parking district no. 2 includes those properties with a lot line on Lincoln Road from the west side of Washington Avenue to the east side of Alton Road and those properties north of Lincoln Road and south of 17th Street from the west side of Washington Avenue to the east side of Lenox Court, as depicted in the map below:~~.~~



(3) *Parking district no. 3.* Parking district no. 3 includes those properties in the CD-3 commercial high density zoning district within one block north or south of Arthur Godfrey Road from the east side of Alton Road to west side of Indian Creek Waterway, as depicted in the map below:~~.~~

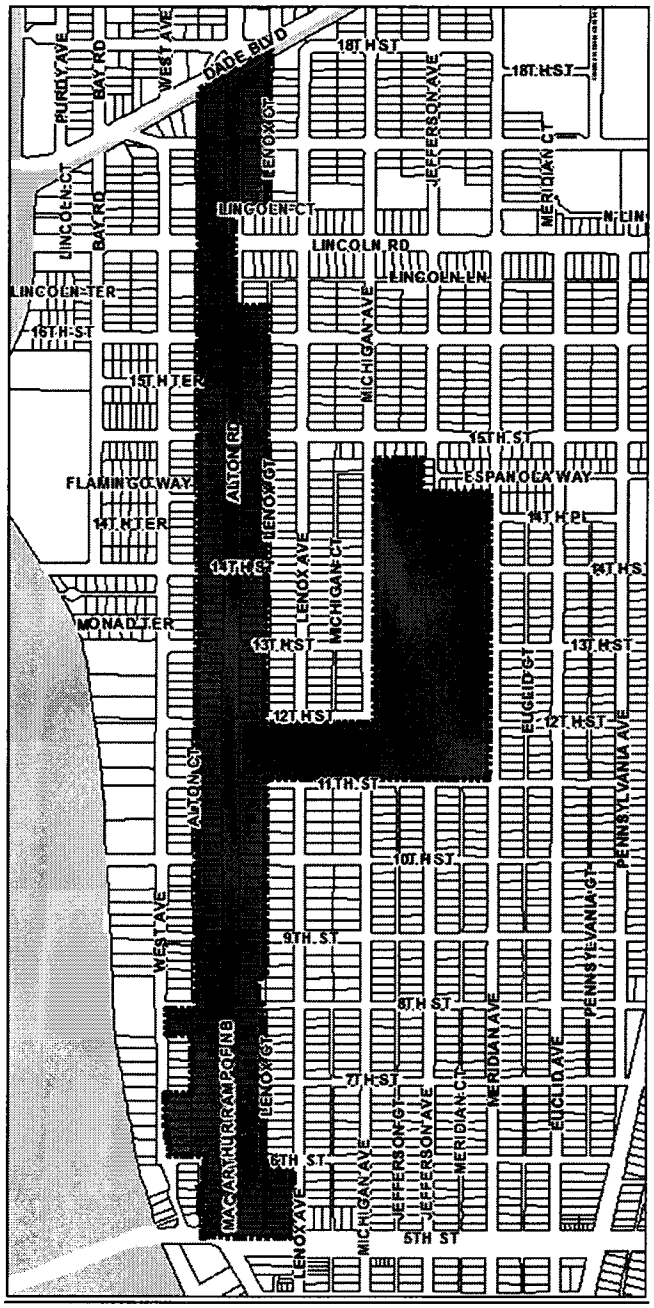


(4) *Parking district no. 4.* Parking district no. 4 includes those properties within the TC-1 and TC-2 commercial district in the North Beach Town Center and those properties in CD-2 districts with a lot line on 71st Street, or between 67th Street and 72nd Street, from the west side of Collins Avenue to the east side of Rue Notre Dame, and those properties with a lot line on Normandy Drive from the west side of the Indian Creek Waterway to the east side of Rue Notre Dame, and those properties in the CD-2 and MXE districts between 73rd Street and 75th Street, as depicted in the map below:.

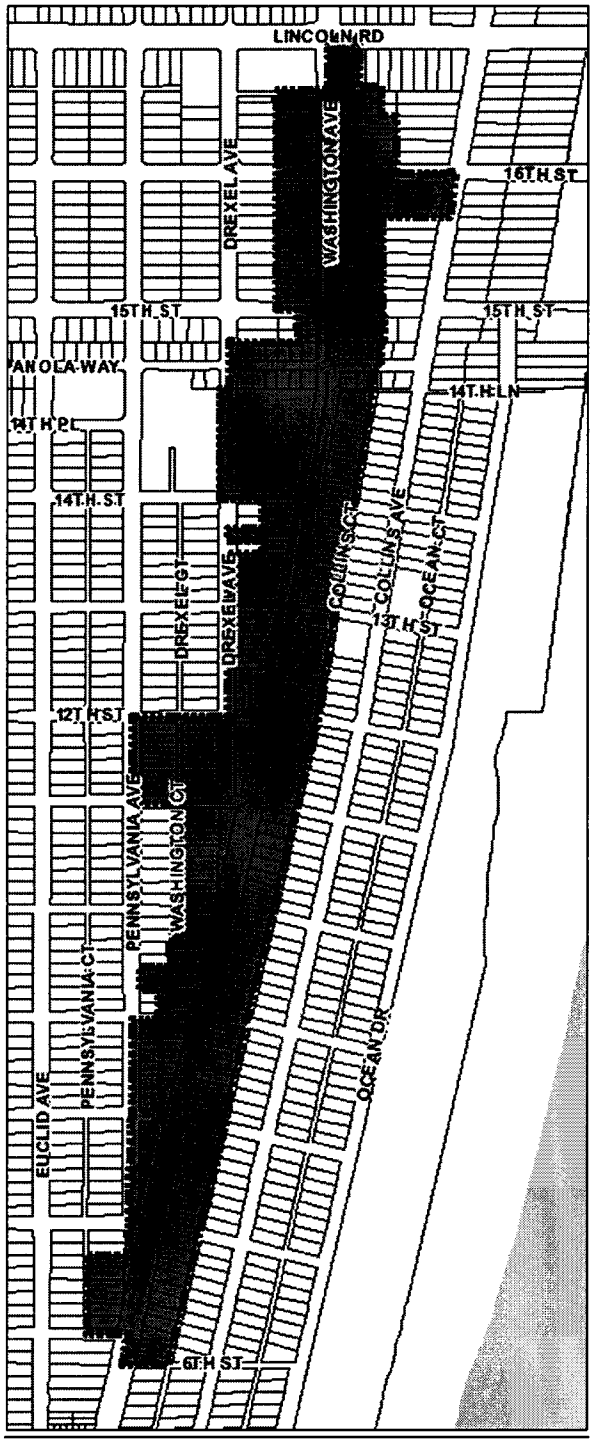


(5) *Parking district no. 5 - Sunset Harbour Neighborhood.* Parking district no. 5 includes those properties generally bounded by Purdy Avenue on the west, 20th Street on the north, Alton Road on the east and Dade Boulevard on the south, as depicted in the map below:.

(6) *Parking district no. 6.* Parking district no. 6 includes those properties between Alton Court (alley) and Lenox Court (alley), or with a lot line on Alton Road, where an alley does not exist, from 5 Street on the south to Dade Boulevard on the north, with the exception of properties included in parking district no. 2, as depicted in the map below:.



(7) *Parking district no. 7.* Parking district no. 7 includes those properties with a lot line on Washington Avenue from 6th Street to Lincoln Road, excluding those properties in parking district no. 2, as depicted in the map below:.



(b) There shall be no off-street parking requirement for main or accessory uses associated with buildings that existed prior to October 1, 1993, which are (i) located within the architectural district, (ii) a contributing building within a local historic district, or (iii) individually designated historic building. This provision shall not apply to renovations and new additions to existing buildings which create or add floor area, <u>or</u> to new construction which has a parking requirement.

* * *

Sec. 130-35. - Removal of existing parking spaces.

Except as provided for within subsection 130-132(c), no existing required parking space, which is legally conforming, may be eliminated for any use. However, notwithstanding the forgoing, the elimination of any such legal conforming, required parking space for the purposes of addressing Americans with Disabilities Act (ADA) compliance or for the creation of an enclosed dumpster/trash area when there has been a determination by the planning and zoning director of no feasible alternate location shall be permitted without the need to replace such space or payment of a~~n impact~~ fee in lieu of required parking.

Sec. 130-36. - Off-site parking facilities.

(a) All parking spaces required in this article shall, shall be provided on a self-park basis or valet parking basis in accordance with section 130-251, and shall be located on the same lot with the building or use served, or offsite if one of the following conditions is met: ~~within a distance not to exceed 500 feet from such lot, or 1,200 feet (i) if located in the architectural district or a local historic district, or (ii) the parking lot is operated on a valet basis as per section 130-35. The distance separation shall be measured by following a straight line from the lot on which the main permitted use is located to the lot where the parking lot or garage is located.~~

(1)The parking is within a distance not to exceed 1,200 feet of the property with the use(s), if located in the architectural district or a local historic district.

(2)The parking is within a distance not to exceed 500 feet of the property with the use(s), when the use is not located in the architectural district or a local historic district.

The foregoing distance separation shall be measured by following a straight line from the property line of the lot on which the main permitted use is located to the property line of the lot where the parking lot or garage is located.

(b) Where the required parking spaces are not located on the same lot with the building or use served and used as allowed in section 130-32, a unity of title or for nonadjacent lots, either a unity of title or a ~~restrictive~~ covenant in lieu of unity of title for parking unification shall be ~~prepared~~ required for the purpose of insuring that the required parking is provided. Such unity of title or restrictive covenant shall be executed by owners of the properties concerned, approved as to form by the city attorney, recorded in the public records of the county as a covenant running with the land and shall be filed with the application for a building permit.

~~(c) Temporary parking lot facilities shall be pursuant to section 130-68~~

Sec. 130-37. - Interpretation of off-street parking requirements.

(a) The parking required herein is in addition to space for storage of trucks or other vehicles used in connection with a business, commercial, or industrial use.

(b) Where fractional spaces result, the number of required parking spaces ~~required~~ shall be rounded up to the nearest whole number.

(c) The parking space requirements for a use not specifically listed in this section shall be the same as for a listed use which generates a similar level of parking demand.

(d) In the case of mixed uses, uses with different parking requirements occupying the same building or premises, the parking spaces required shall equal the sum of the requirements of the various uses computed separately, except when the amount of required parking spaces is computed under the shared parking provisions as set forth in section 130-221

(e) Whenever a building or use, constructed or established after the effective date of these land development regulations, is changed or enlarged in floor area, number of apartment or hotel units, seating capacity or otherwise, to create a requirement for an increase in the number of required parking spaces, such spaces shall be provided, or the impact fee paid, whichever is permitted under these land development regulations, on the basis of the enlargement or change, pursuant to the procedures for establishing parking credits described in section 130-161.

(f) Whenever a proposed use does not indicate the specific number of persons to occupy such area, the required parking shall be computed on the basis of one person per 15 square feet of floor area, the parking requirement shall then be calculated as listed in sections 130-32 through 130-34.

(g) ~~Handicapped~~ Accessible parking facilities shall be provided as required by the ~~South~~ Florida Building Code. These spaces shall be included within the amount of parking that is required under these land development regulations.

(h) For nonresidential uses, the parking calculation shall be the gross floor area of the building.

(i) When multiple reductions can be applied to the required parking calculation, they shall be applied in the order in which they appear in the land development regulations.

(j) When applying parking credits or reductions, any fractional spaces shall be rounded down to the nearest whole number.

* * *

ARTICLE III. - DESIGN STANDARDS

Sec. 130-61. - Off-street parking space dimensions.

With the exception of parking spaces that are permitted in sections 130-101, 130-251, and 130-281, a standard off-street parking space shall be an all-weather surfaced area, not in a street or alley according to the following standards:~~, and having a width of not less than eight and one-half feet and a length of not less than 18 feet, or when located outdoors, 16 feet with two feet of pervious area overhang, in place of wheel stops and defined by continuous concrete curb, for a total length of 18 feet. The provision of having a two-foot pervious area overhang in standard parking spaces may be waived at the discretion of the planning and zoning director in those instances where said overhang is not practical. In no instance, however, shall the length of any standard off-street parking space be less than 18 feet, unless indicated in sections 130-101, 130-251, and 130-281 herein. A standard parallel parking space shall be an all-weather~~

~~surfaced area, 21 feet in length and eight and one-half feet wide. The length required shall be measured on an axis parallel with the vehicle after it is parked. The width required is to be column-free clear space, except for those standard off-street parking spaces immediately adjacent to a structural column within an enclosed parking structure which may have a width of eight feet. The required area is to be exclusive of a parking aisle or drive and permanently maintained for the temporary parking of one automobile. See section 130-251 for valet parking standards.~~

(1) A standard perpendicular parking space shall have a width of not less than 8.5 feet and a length of not less than 18 feet, or when located outdoors, 16 feet with two feet of pervious area overhang, in place of wheel stops and defined by continuous concrete curb, for a total length of 18 feet. The provision of having a two-foot pervious area overhang in standard parking spaces may be waived at the discretion of the planning and zoning director in those instances where said overhang is not practical. In no instance, however, shall the length of any standard off-street parking space be less than 18 feet, unless otherwise provided for under sections 130-101, 130-251, 130-281, 130-69 and 130-61 (2) herein.

(2) A standard parallel parking space shall have a width of not less than 8.5 feet and a length of not less than 21 feet.

(3) The length required for all parking spaces shall be measured on an axis parallel with the vehicle after it is parked. The width required for all parking spaces is to be column-free clear space, except for those standard perpendicular off-street parking spaces immediately adjacent to a structural column within an enclosed parking structure which may have a width of eight feet. The required area for all parking spaces is to be exclusive of a parking aisle or drive and permanently maintained for the temporary parking of one automobile.

(4) See section 130-251 for valet parking standards.

(5) Lots which are 55 feet wide or less may have 90° parking stalls measuring 8.5 feet by 16 feet.

Sec. 130-67. - Screening and landscaping.

At-grade parking lots and parking garages shall conform to the minimum landscape standards as set forth in ~~"section 126-6~~ Chapter 126.

Sec. 130-68. - Commercial and noncommercial parking garages.

Commercial and noncommercial parking garages as a main use on a separate lot shall be subject to the following regulations, in addition to section 142-1107 - Parking lots or garages on certain lots and the other regulations of this article:

* * *

(2) When located in the RM-1, RM-2, RM-3, R-PS1, R-PS2, R-PS3 and R-PS4 districts and the GU districts adjacent to residential districts, the following regulations shall apply:

* * *

b. In addition, the following shall apply:

* * *

In no instance shall the above described combined residential and/or commercial space exceed 25 percent of the total floor area of the structure, with the commercial space not exceeding ten percent of the total floor area of the structure, nor shall any accessory commercial space exceed 40 feet in depth. Additionally, in no instance shall the amount of floor area of the structure used for parking, exclusive of the required parking for the above described residential or commercial space, be less than 50 percent of the total floor area of the structure, so as to insure that the structure's main use is as a parking garage. ~~Signage for commercial uses allowable under this provision are limited to one nonilluminated sign no greater than ten square feet in area per business.~~

Sec. 130-69. - Commercial and noncommercial parking lots.

Commercial and noncommercial parking lots as a main use on a separate lot shall be subject to the following regulations, in addition to section 142-1107 - Parking lots or garages on certain lots and the other regulations of this article:

(1) The required front and rear yards shall be those of the underlying district.

(2) The required side yards shall be as follows:

Lot Width	Side Yard Setbacks
55 feet wide or less	Two feet
Between 56 and 100 feet, inclusive	Five feet
Greater than 100 feet	Ten feet

~~(3) Lots which are 55 feet wide or less may have 90° parking stalls measuring 8½ feet by 16 feet.~~

Sec. 130-70. - Temporary parking lot standards.

(1) Temporary commercial or noncommercial parking lots may be operated in the MR marine district, GU government use district, MXE mixed use entertainment district, I-1 urban light industrial district or in any commercial district. These lots may be operated independent of a primary use. Temporary, noncommercial lots may be located in the R-PS1—4 and in any multifamily residential district or within the architectural district as defined in section 114-1. One sign per street frontage is permitted. The maximum size of each sign shall be five square feet per 50 feet of street frontage. This sign shall also

include copy that indicates the name of the operator, the phone number of operator to report complaints, and who can use the parking facility; i.e., whether it is open to the general public, private, valet or self-parking.

(2) Parking lots shall be brought to grade with no less than one inch of asphalt over a four-inch lime rock base; however, the public works director may require a six-inch lime rock base or thicker asphalt based upon conditions at the site, the intensity of the use at the site or if trucks are intended to be parked on the site that would require the additional base support. Surface stormwater shall not drain to adjacent property or a public right-of-way. If the public works director determines that there is insufficient area to accommodate drainage, additional measures may be required to adequately drain stormwater runoff.

(3) Should the city manager find that the operation of a temporary parking lot has an adverse effect on the welfare of surrounding properties, he may revoke the license pursuant to the procedures set forth in section 102-383 upon 48-hour written notification to the applicant.

(4) Use of temporary parking lots shall not be for parking which is required by these land development regulations.

(5) All lots considered under this article shall be reviewed pursuant to the design review regulations.

(6) All lots located south of Biscayne Street or located in a residential zoning district shall require a public hearing pursuant to the conditional use procedures as set forth in chapter 118, article IV.

(7) Temporary parking lots shall not be permitted to exist for a period of time greater than three years from the date of certificate of occupancy or occupational license (business tax receipt), whichever occurs first, regardless of ownership. At the end of this period, or such extensions that may be granted as contemplated herein, if the lot continues to be used for the purposes of parking, a permanent lot shall be constructed in conformity with these land development regulations.~~; however, p~~Prior to the expiration of an approved temporary parking lot, or not later than 90 calendar days after the expiration of such ~~approval~~ approved temporary parking lot, an applicant may request from the planning board ~~one initial~~ an extension of time for a period not exceeding two years. In ~~granting~~ reviewing the ~~initial~~ extension of time request or subsequent progress reports as may be required, ~~or considering an appeal from the planning director's decision regarding an extension of time (as provided below),~~ the board shall consider, among other things, whether the applicant has complied with all of the applicable requirements of these land development regulations, and any conditions imposed by the planning board, if any, during its period of operation, as well as any landscaping on the property that may not be in compliance with the requirements of chapter 126 ~~listed below~~. The notice of public hearing requirements shall be as set forth in chapter 118, article IV.

~~After the first extension of time, and prior to expiration, or not later than 90 calendar days after the expiration of such approval, an applicant may request from the planning director not more than five extensions of time for periods not to exceed one year each. In considering a request for an extension of time, the director shall consider the same criteria considered by the planning board as specified above.~~

~~An applicant may request from the planning board a further extension of time for a period not to exceed two years for approved temporary parking lots that have held a temporary parking lot license (n/k/a business tax receipt), if they have availed~~

~~themselves of all applicable extensions of time, and are expiring no later than July 31, 2011, inclusive of parking lots in the MXE (east side of Collins Avenue) district. When requesting the additional two-year extension of time from the planning board, the applicant shall comply with the setback requirements for parking lots in the underlying zoning district, as determined by the planning director, and satisfy the landscaping requirements for permanent parking lots. After this two-year extension, no more than three one-year extensions may be requested from the planning director.~~

At the end of all applicable extensions of time for a temporary parking lot, unless a permanent is constructed in conformity with these land development regulations the lot shall cease to be used for parking and the asphalt and rock base shall be removed and replaced with soil and landscaping, which shall be maintained until the property is developed for a use permitted in the zoning district. The owner of the property shall be responsible for maintaining such property and the landscaping. A plan for a recurring maintenance schedule that includes, but is not limited to, cleaning the lot, clipping of hedge material, removing and replacement of dead plant material, fertilization and irrigation shall be submitted to, and approved by, the planning department as part of the last administrative request for extension of time.

~~The decision of the director with respect to an extension of time may be appealed by the applicant to the planning board. The appeal shall be in writing and shall be submitted to the planning director on or before the 20th day after the date of the decision of the planning director. Review of the decision of the planning board shall be to a court of competent jurisdiction by petition for writ of certiorari.~~

(8) Landscaping requirements shall be pursuant to the requirements of Chapter 126.

~~A landscape plan that specifies and quantifies the existing and/or proposed plant material inclusive of mature shade trees, hedge material, ground cover and in-ground irrigation shall be submitted for review and approval by the planning department, according to the following criteria:~~

~~a. At a minimum, the plan shall indicate a five-foot wide, landscaped area bordering the surface area along a property line, street, alley or sidewalk. The areas fronting a street or alley shall be landscaped with a grouping of three palms every 15 linear feet of frontage or one canopy tree every 20 feet of frontage. All landscaped areas shall utilize St. Augustine grass or planted material acceptable to the planning department.~~

~~b. A hedge that is at least 36 inches in height at the time of planting shall be installed on the entire perimeter of the lot; hedges on street or alley frontages shall not exceed 42 inches in height at maturity. The hedge material planted on any side of the lot that abuts the lot line of another property shall be at least 48 inches (four feet) in height at time of planting and shall not exceed 60 inches (five feet) at maturity.~~

~~c. For temporary parking lots seeking an extension of time from the planning board, the interior landscaping of lots exceeding 55 feet in width, shall be a minimum of five percent of net interior area. One shade tree or grouping of three palms with a clear trunk of at least six feet shall be provided for each 100 square feet or fraction thereof of required landscaped area. Such landscaped areas shall be located and designed in such a manner as to divide and break up the expanse of paving. Parking lots that are 55 feet wide or less shall not be required to provide interior landscaping.~~

~~d. Landscaped areas shall require protection from vehicular encroachment. Car stops shall be placed at least 2½ feet from the edge of the paved area.~~

~~e. Notwithstanding the dimensions of a parking lot, an in-ground irrigation system that covers 100 percent of the landscaped areas shall be required and shown on the landscape plan.~~

f. ~~All landscaping that is placed on the lot shall be maintained in good condition so as to present a healthy, neat and orderly appearance. Prior to the issuance of an occupational license for a temporary parking lot, the applicant shall submit a plan for a recurring maintenance schedule that includes, but is not limited to, cleaning the lot, clipping of hedge material, removing and replacement of dead plant material, fertilization and irrigation. This maintenance plan shall be approved by the planning department.~~

(9) If the lot is paved and not operated on a valet basis, then all parking spaces shall be marked by painted lines or curbs or other means to indicate individual spaces and wheel stops shall be provided. Vehicles shall not back out onto any street. The size of the parking spaces, back-out areas and exit/interior drives shall not have dimensions less than those required in sections 130-61 and 130-64. Lots operated on a valet basis shall have wheel stops at the edge of the pavement. All wheel stops required in this subsection shall be placed no less than four feet away from each other.

(10) Prior to the issuance of a building permit, the planning department shall approve the site and landscaping plans. Prior to the issuance of an occupational license, the department shall approve the placement, quality and size of landscaping material.

(11) Any temporary parking lot that is nonconforming to these regulations six months after the effective date of these land development regulations or upon the expiration date of an existing occupational license, whichever is later, shall cease to exist.

Sec. 130-71. - Provisional parking lot standards.

When permitted, the following standards are established for provisional parking lots:

(1) Provisional commercial or noncommercial parking lots may be operated in the CD1-3 (commercial, low to high intensity) districts, CPS-1 and 2 (commercial performance standards districts), I-1 (urban light industrial) district, and MXE (mixed use entertainment) district. These lots may be operated independent of a primary use. One sign per street frontage is permitted. The maximum size of each sign shall be five square feet per 50 feet of street frontage, not to exceed 20 square feet. This sign shall also include copy that indicates the name of the operator, the phone number of operator to report complaints, the phone number for Code Compliance, and who can use the parking facility; i.e., whether it is open to the general public, private, valet or self-parking.

(2) Provisional parking lots shall be brought to grade with a dust-free surface of no less than two inches of crushed rock. Prior to the issuance of an occupational license for a provisional parking lot, the applicant shall submit a plan which addresses the regular maintenance and watering of the parking and landscaped surfaces; such plan shall be approved by the planning department and monitored for compliance. Surface stormwater drainage shall be approved by the public works department.

(3) Should the city manager find that the operation of a provisional parking lot has an adverse effect on the welfare of surrounding properties, ~~he~~ the manager may revoke the license pursuant to the procedures set forth in section 102-383 upon 48-hour written notification to the applicant.

(4) Use of provisional parking lots shall not be for parking which is required by these land development regulations.

(5) Provisional parking lots shall not be permitted to exist for a period of time greater than one year from the date of certificate of occupancy, or occupational license issuance, whichever occurs first, regardless of ownership. At the end of this period, if the lot continues to be used for the purposes of parking, a temporary or permanent lot shall be constructed in conformity with these land development regulations; however, an applicant may request one extension of time for a period not exceeding six months from the planning director. Any further extension of time shall be prohibited.

(6) Landscaping requirements shall be pursuant to the requirements of Chapter 126:

~~a. A landscape plan that specifies and quantifies the proposed and/or existing plant material inclusive of mature shade trees, hedge material and ground cover shall be submitted for review and approval by the planning department.~~

~~At a minimum, the plan shall indicate a two feet six inches (2½ feet) wide), landscaped area bordering the surfaced area along all property lines. All landscaped areas shall utilize St. Augustine grass or planted material acceptable to the planning department. A hedge that is at least 36 inches in height at the time of planting shall be installed on the entire perimeter of the lot; the side or sides of the lot that face a street or an alley shall not exceed 42 inches in height at maturity. The hedge material planted on any side of the lot that abuts the lot line of another property shall be at least 48 inches (four feet) in height at time of planting and 60 inches (five feet) at maturity.~~

~~b. The areas fronting a right-of-way or an alley shall be landscaped with a grouping of three palms every 20 linear feet of frontage or one canopy tree every 25 feet of frontage.~~

~~c. An in-ground irrigation system that covers 100 percent of the landscaped areas shall be required.~~

d. ~~All landscaping that is placed on the lot shall be maintained in good condition so as to present a healthy, neat and orderly appearance. Prior to the issuance of an occupational license for a provisional parking lot, the applicant shall submit a plan for a recurring maintenance schedule that includes, but is not limited to cleaning the lot, clipping of hedge material, removing and replacement of dead plant material, fertilization and irrigation. This maintenance plan shall be approved by the planning department.~~

(7) All lots considered under this article shall be reviewed pursuant to the design review process.

(8) If the lot is not operated on a valet basis, all parking spaces shall be marked by painted lines or curbs or other means to indicate individual spaces and wheel stops

shall be provided. Vehicles shall not back out onto any street. The size of the parking spaces, back-out areas and exit/interior drives shall not have dimensions less than those required in sections 130-61 through 130-64. Lots operated on a valet basis shall have wheel stops at the edge of the parking surface. All wheel stops required in this subsection shall be placed no less than four feet away from each other.

(9) Prior to the issuance of a building permit, the planning department shall approve the site and landscaping plans. Prior to the issuance of an occupational license, the division shall approve the placement of landscaping.

(10) The applicant for a provisional parking lot must provide a written statement from the property owner as part of the required submission for the lot, acknowledging that the owner is fully and solely responsible for eliminating any contamination resulting from lack of a drainage system on the unpaved lot and indemnifying and holding the city harmless from loss or damage arising from any contamination on the lot, in a form approved by the city attorney's office.

(11) No variances shall be granted from the requirements of this section.

(12) At the time the provisional parking lot ceases to exist, all crushed rock material shall be removed within 30 days and replaced with sod and/or landscaping as determined acceptable by the planning, design and historic preservation division. This provision shall not apply to existing lots where crushed rock was legally in place at the time of the passage of these land development regulations.

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 $35,000.00~~ per parking space. The amount of such one-time fee ~~may be changed in accordance with subsection (d) of this section~~ is set forth section 118-7.

(b) *Existing structures and outdoor cafes.* When alteration or rehabilitation of a structure results in an increased parking requirement, or an outdoor cafe is created or expanded, the fee in lieu of providing parking shall be satisfied by one of the following:

(1) A one-time payment as set forth in subsection (a) of this section.

(2) A yearly payment in the amount~~ of two percent of the payment required by subsection (a) of this section~~ set forth in 118-7, which shall continue as long as the use exists. (The amount of such payment may vary from year to year in accordance with the determination set forth in subsection (d) of this section.) However, in lieu of continued yearly payments, a one-time redemption payment may be made at any time of the full amount due pursuant to subsection (a) of this section minus the amount of money already paid through yearly payments; such amount shall be based upon the latest determination made pursuant to subsection (d) of this section as of the time of the

redemption payment rather than upon the amount which would have been due if the fee had been paid at the time of issuance of the building permit. However, when new floor area is added to the existing building, the ~~impact~~ fee in lieu shall be as set forth in subsection (a) of this section.

(c) *Removal of existing parking spaces in a historic district.* Whenever an existing required parking space is removed or eliminated for any building that existed prior to October 1, 1993, which are located within the architectural district, a contributing building within a local historic district, or any individually designated historic building, a fee in lieu of providing parking shall be required if a replacement parking space is not provided pursuant to section 130-36~~on site or within 500 feet of the site or within 1,200 feet of the site if in the architectural district~~. Such fee shall be satisfied as set forth in subsection (b), above. In no case shall the removal of parking spaces result in less than one parking space per residential unit or 50 percent of the required parking for commercial uses. This subsection shall not prohibit the removal of grade level parking spaces located within the front, side street or interior side yards of a lot ~~which has a designated contributing building within a designated historic district~~, should those parking spaces be nonconforming. ~~This subsection shall not prohibit the removal of grade level parking spaces located within the front yard or side yard facing a street of a lot which has a noncontributing building within a designated historic district, should those parking spaces be nonconforming. Any request for the removal of parking spaces under this subsection shall only be approved with the applicant's consent. The parking department shall advise the planning department and the joint design review/historic preservation board of the impact of the removal of any parking spaces.~~ Notwithstanding the foregoing, an owner shall be permitted to remove parking spaces required for a building in the architectural district or a local historic district constructed after October 1, 1993, if a change in said building results in a net reduction of required parking spaces. No fee in lieu of providing parking or the replacement of parking spaces pursuant to section 130-36 shall be required to remove such spaces, unless the number of parking spaces being removed is greater than the net reduction of required parking spaces.

(d) *Annual evaluation.* The amount determined to be the city's total average cost for land acquisition and construction of one parking space shall be evaluated ~~yearly each May~~ by the city commission ~~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. 130-133. - Fee collection.

(a) *New construction.*

(1) *One time payment.* For new construction the fee in lieu of providing parking shall be paid in full ~~at the time of application for the~~ prior to obtaining a full building permit. Such fee shall be refunded, upon the request of the applicant, if construction does not commence prior to expiration of the building permit.

(2) *Yearly fee.* For those projects which are eligible for and elect a yearly payment plan, the first fee-in-lieu payment shall be ~~paid prior to the issuance of a building permit and shall be applied at the time the certificate of use is issued. If no building permit is needed, the first payment shall be due~~ at the time the occupational license or certificate of use, whichever is earlier, is issued. The amount due shall be prorated from September 30. ~~The second payment shall be due Jun 1 following the issuance of the occupational license or certificate of use, whichever is earlier, and the amount due~~

~~shall be prorated.~~ Subsequent annual payments shall be paid in full by June 1 as long as the use exists~~,~~. ~~t~~The amount of the payment is set forth in subsection 130-132(b)(2).

(b) *Existing structures.* For existing structures and those which elect a yearly payment plan, the first fee-in-lieu payment shall be ~~paid prior to the issuance of a building permit and shall be applied at the time the certificate of use is issued. If no building permit is needed, the first payment shall be~~ due at the time the occupational license or certificate of use, whichever is earlier, is issued. ~~The second payment shall be due June 1 following the issuance of the occupational license or certificate of use, whichever is earlier, and t~~ The amount due shall be prorated from September 30. Subsequent annual payments shall be paid in full by June 1 as long as the use exists~~,~~. ~~t~~The amount of the payment is set forth in subsection 130-132(b)(2).

(c) *Existing structures; one time redemption payment.* For existing structures, a one time redemption payment may be made at any time and shall be in the amount determined by application of the formula for a one time payment as set forth in subsection 130-132(b)(2).

(d) *Late payments.* For late payments, monthly interest shall accrue on unpaid funds due to the city under the fee-in-lieu program at the maximum rate permitted by law. Additionally, a fee in the amount of two percent of the total due shall be imposed monthly to cover the city's costs in administering collection procedures.

(e) *Failure to pay.* Any participant in the fee-in-lieu program who has failed to pay the required fee within three months of the date on which it is due shall be regarded as having withdrawn from the program and shall be required to provide all parking spaces required by these land development regulations or cease the use for which such spaces were required. Failure to comply shall subject such participant to enforcement procedures by the city and may result in fines ~~of up to $250.00 per day~~ and liens as provided by law.

ARTICLE VI. - PARKING CREDIT SYSTEM

Sec. 130-161. - Regulations.

Whenever a lawfully permitted building or use ~~that was established prior to October 1, 1989,~~ is changed in a manner that results in an increase in the number of required parking spaces, the following regulations shall apply. ~~Any building or use that lawfully existed on October 1, 1989, shall receive a parking space credit equal to the number of parking spaces required prior to the adoption of these land development regulations.~~ Such building or use shall receive a parking credit equivalent to the adopted parking requirement for the building or uses in existence at the time of application for a building permit or change of use. The most recent available certificate of use or certificate of occupancy shall be utilized to determine the credit. If a building or use was established prior to the adoption of a parking district that reduces the parking requirement, the parking credit shall be calculated pursuant to the parking requirements of parking district no 1. The parking credit shall be calculated at the time of building permit or change of use application and ~~run with the land and shall~~ be applied toward the required parking as follows:

(1) The parking credit shall only be applied to the area within the existing shell of the building, unless otherwise specifically provided in Chapter 118, Article IX, of these land development regulations.

(2) Parking credits shall not be applicable to buildings or portions of a building that have been demolished, unless otherwise specifically exempted in Chapter 118, Article IX, of these land development regulations.

(3) ~~Parking credits in the MXE mixed use entertainment district shall only be applied as of November 5, 1990. Parking credits in the redevelopment area shall only be applied as of the effective date of these land development regulations. Any existing use in the MXE mixed use entertainment district or redevelopment area which has satisfied the parking requirement through participation in the parking impact fee program may have its parking impact fee adjusted for parking credits at the next due date for payment. No reimbursement or prorating shall be allowed.~~ In order to calculate the parking requirement of a proposed use, the parking credit shall be subtracted from the total parking requirement of the proposed use. The additional required parking shall be provided pursuant to the requirements of section 130-36 or if eligible, the fee in lieu of parking program described in Article V of this chapter.

(4) Existing required parking spaces, inclusive of spaces for which a complete fee in lieu of required parking was made, for a building or use shall not count towards meeting additional required parking for a proposed use, unless the total number of existing required parking spaces exceeds the total number of required parking spaces of the proposed use.

ARTICLE VII. - SURPLUS AND UNDER-UTILIZED PARKING SPACES

Sec. 130-191. - Surplus parking spaces.

When a development contains parking spaces in excess of the number required by these land development regulations, such spaces shall be considered as surplus parking. These surplus spaces may be ~~leased to~~ utilized by another property for use as required parking spaces, ~~if~~ pursuant to the off-site parking requirements of section 130-36. ~~the surplus spaces are within 500 feet of the development leasing such spaces or within 1,200 feet of the development leasing such spaces in the City of Miami Beach Architectural District. The lease agreement shall be approved by the planning and zoning director and the city attorney's office prior to its execution and it shall be recorded in the public records of the county, for each of the affected properties, prior to the issuance of a building permit or occupational license, whichever is earlier.~~ When the development that contains the surplus parking changes to a use that requires additional parking, such use shall not receive a building permit or occupational license until the city receives documentation that a parking shortfall has not been created for any other use that may have been utilizing the surplus parking.

Sec. 130-192. - Under-utilized parking spaces.

When a building or development contains required parking spaces that are being under-utilized, such spaces may be ~~leased to~~ utilized by another party. However such under-utilized spaces shall not be considered as required parking spaces of ~~the lessee~~ another party. In order to determine if a development has under-utilized spaces, the applicant shall submit ~~an annual~~ a report to the planning and zoning director substantiating this finding. The director ~~shall~~ may approve or deny the ~~report~~ request, and any subsequent request for modification based upon the ~~report of the city department verifying the~~ results of the ~~annual~~ report. ~~An application fee~~

~~plus a fee per space as provided in appendix A shall be paid for purposes of offsetting the cost of administrating this article.~~

ARTICLE IX. - VALET AND TANDEM PARKING

Sec. 130-251. - Requirements.

(a) Commercial parking garages and lots may consist of 100 percent valet parking spaces. Required parking for commercial establishments, hotels, hotel accessory uses, multi-family residential buildings, residential accessory uses, and alcoholic beverage establishments may be satisfied by providing 100 percent valet parking spaces. If the parking spaces are located off-site, they shall comply with the requirements of section 130-36 in order to satisfy minimum parking requirements. ~~However~~ In addition, any required parking valet spaces for a multi-family residential building shall be governed by a restrictive covenant, approved as to form by the city attorney's office and recorded in the public records of the county as a covenant running with the land, stipulating that a valet service or operator must be provided for such parking for so long as the use continues.

(b) Dimensions for valet and tandem parking spaces shall be ~~eight and one-half feet~~ 8.5 feet ~~depth~~ in width by 16 feet ~~width~~ in depth. Dimensions for tandem parking spaces shall be a minimum of 8.5 feet in width by 32 ~~thirty-two~~ feet in depth, with a maximum stacking of two vehicles per space. ~~with a parking aisle of at least 22 feet~~.

(c) Tandem parking spaces may be utilized for self-parking only in multi-family residential buildings and shall have a restrictive covenant, approved as to form by the city attorney's office and recorded in the public records of the county as a covenant running with the land, limiting the use of each pair of tandem parking spaces to the same unit owner.

(d) Commercial parking garages and lots may utilize tandem parking spaces if they are operated exclusively by valet parking. A restrictive covenant, approved as to form by the city attorney's office and recorded in the public records of the county as a covenant running with the land, shall be required and shall affirm that a valet service or operator must be provided for such parking for so long as the tandem parking spaces exist.

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.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 6/29/16
City Attorney Date

First Reading: July 13, 2016
Second Reading: September 14, 2016

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

Underscore denotes new language
~~Strikethrough~~ denotes removed language

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MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
JULY 13, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016**, at the times listed, or as soon thereafter as the matter can be heard, to consider:

5:01 p.m.
An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73rd Street To The South, Dickens Avenue, Hawthorne Avenue And Crespi Boulevard To The West, 87th Street To The North, And Collins Court To The East; And (2) "Normandy Isles National Register District:" Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Notre Dame And Rue Versailles To The West, Normandy Shores Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Be Effective Upon First Reading Of This Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:02 p.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 18 "PS Performance Standard District" And Chapter 114, "General Provisions," By Amending Sections 142-698 And 142-699 Regarding Maximum Building Height And Setbacks Requirements For The CPS-2 District; Amending Section 114-1 Regarding Definitions; Providing For Codification; Repealer; Severability; An Effective Date; And A Sunset Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550*

5:03 p.m.
An Ordinance Amending The Future Land Use Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Amending Policy 1.2 By Amending The Permitted Uses In The "General Mixed Use Commercial "Performance Standard" Category (C-PS2)" To Allow Public Transit Facilities As A Permitted Use; Amending The Transportation Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Creating Policy 4.6.1 Entitled "Enhanced Transit Infrastructure On Private Property" And By Amending The "Glossary Of Terms" To Include The Term "Transit Hub" And Related Definition *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:04 p.m.
An Ordinance Amending The City Code, By Amending Chapter 122, "Concurrency Management," By Amending Section 122-5, "Exemptions From Concurrency," To Exempt Uses At The Following City-Owned Facilities From The City's Concurrency Requirements: The North Shore Bandshell, The Ronald W. Shane Watersports Center, And The Miami Beach Botanical Garden; And Providing For Repealer, Codification, Severability, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:05 p.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 130, "Off-Street Parking," Article I, "In General," Article III, "Design Standards," Article V, "Fee In Lieu Of Parking Program," Article VI, "Parking Credit System," Article VII, "Surplus And Under-Utilized Parking Spaces," And Article IX, "Valet And Tandem Parking," By Amending And Clarifying Standards And Procedures For Off-Street Parking Requirements; Providing Codification; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:06 p.m.
An Ordinance Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 18, "PS Performance Standard District," Section 142-693, "Permitted Uses," To Amend The Hours Of Operation, Location And Use Restrictions For Properties South Of Fifth Street; Providing That Existing Alcoholic Beverage Establishments Shall Be Deemed Legal Conforming Uses; And Providing For Codification, Repealer, Severability, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:07 p.m.
An Ordinance Amending The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying Chapter 1, Future Land Use Element, To Encourage The Use Of Landscaping Techniques That Enhance Stormwater Management And To Modify The Level Of Service For Storm Sewer Capacity; Chapter 5, Infrastructure Element, To Require That The Land Development Regulations Include A Freeboard Requirement For New Construction, To Modify The Level Of Service For Drainage Facilities Design Storm Standard, And To Incorporate The Use Of Stormwater Storage And Infiltration In Infrastructure Replacement Activities; Chapter 6, Conservation/ Coastal Zone Management Element To Encourage The Use Of Highly Water-Absorbent Native Plants And To Designate The City Of Miami Beach As An Adaptation Action Area (AAA) Pursuant To Section 163.3177(6)(g)(10), Florida Statutes; Chapter 8, Intergovernmental Coordination Element, To Require Coordination Between Agencies Addressing Issues Related To Sea Level Rise And Climate Change; Providing For Inclusion In The Comprehensive Plan; Transmittal; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:08 p.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Subpart B, Entitled "Land Development Regulations," Of Chapter 142, Entitled "Zoning Districts And Regulations," By Amending Division 2, Entitled "Accessory Uses"; By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Division 3, Entitled "Supplementary Use Regulations," By Amending Section 142-1111, Entitled "Short-Term Rental Of Apartment Units Or Townhomes," By Creating A New Subsection (d), Which Establishes Eligibility Requirements For Short-Term Rental Of Apartment And Townhome Residential Units In North Beach; Limiting The Eligibility To Those Properties Fronting Harding Avenue From The South Side Of 73rd Street To The Northern Boundary Of The City; By Establishing Conditions Precedent Before A Property Owner Is Legally Authorized To Engage In Short-Term Rentals; And Require The Property To Be Fully Renovated And Restored In Accordance With Those Delineated Standards Set Forth In Subsection (d)(1), Which Must Be Accomplished Prior To The Issuance Of The Business Tax Receipt Permitting Short-Term Rentals; And Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. 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. 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 No. 1165

624

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARING
AN ORDINANCE AMENDING OFF STREET PARKING REGULATIONS
JULY 13, 2016

NOTICE IS HEREBY given that a First Reading, Public Hearing, will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 13, 2016** at **5:05 p.m.**, or as soon thereafter as the matter can be heard, to consider the adoption of the following Ordinance:

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 130, "Off-Street Parking," Article I, "In General," Article III, "Design Standards," Article V, "Fee In Lieu Of Parking Program," Article VI, "Parking Credit System," Article VII, "Surplus And Under-Utilized Parking Spaces," And Article IX, "Valet And Tandem Parking," By Amending And Clarifying Standards And Procedures For Off-Street Parking Requirements; Providing Codification; Repealer; Severability; And An Effective Date.

This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. 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.

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 1171

Condensed Title:

An ordinance amending the Land Development Regulations to amend the hours of operation, location and use regulations for properties south of Fifth Street.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING – PUBLIC HEARING

The amendment proposes modifications to Chapter 142, for properties in the "PS Performance Standards District" located south of Fifth Street, pertaining to alcoholic beverage establishments; such regulations include a 2:00 AM closing time for indoor establishments, and that all outdoor or open air areas of an alcoholic beverage establishment shall close by 12:00 AM, including sidewalk cafes.

On May 18, 2016, the Land Use Committee discussed the proposed ordinance and recommended that that the City Commission refer the ordinance to the Planning Board with modifications. On June 8, 2016, the City Commission referred the proposed 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; and 2) approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

Advisory Board Recommendation:

On June 28, 2016, the Planning Board (by a 5-0 vote) transmitted the proposed ordinance amendment with modifications to the City Commission with a favorable recommendation.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016 **FIRST READING – PUBLIC HEARING**

SUBJECT: **South of Fifth Alcoholic Beverage Establishment Operational Regulations**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE II, "DISTRICT REGULATIONS," DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," SECTION 142-693, "PERMITTED USES," TO AMEND THE HOURS OF OPERATION, LOCATION AND USE RESTRICTIONS FOR PROPERTIES SOUTH OF FIFTH STREET; PROVIDING ~~FOR "VESTING" OF EXISTING HOURS FOR~~ THAT EXISTING ALCOHOLIC BEVERAGE ESTABLISHMENTS SHALL BE DEEMED LEGAL CONFORMING USES~~, IN PERPETUITY~~; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

BACKGROUND

On April 13, 2016, the City Commission referred a discussion item pertaining to operational regulations for alcoholic beverage establishments south of Fifth Street to the Land Use and Development Committee (item C4C). The referral was sponsored by Commissioner Michael Grieco.

The Land Use and Development Committee (LUDC) discussed the item on April 20, 2016 and directed staff to bring back a draft ordinance on May 18, 2016. On May 18, 2016, the Land Use Committee discussed the proposed ordinance and recommended that that the City Commission refer the ordinance to the Planning Board in accordance with the following:

1. Modify the exceptions provision to allow existing 5:00 am establishments to remain;

2. Develop language to ensure that existing 5:00 am establishments do not become non-conforming in the future due to 6 month rule;

3. Incorporate additional ordinance text based upon the input of affected stakeholders and the Marriott Hotel to address the issue of above ground seating hours.

On June 8, 2016, the City Commission referred the proposed ordinance amendment to the Planning Board for review and recommendation.

ANALYSIS

Regulations specific to alcoholic beverage establishments exist for the South of Fifth neighborhood and other parts of the City including North Beach, Sunset Harbour and pending legislation for the west side of Alton Road. These areas of the City have a mixture of residential developments and destination eating and drinking establishments.

Currently, alcoholic beverage establishments located south of Fifth Street that do not exceed neighborhood impact establishment (NIE) thresholds have very few operational restrictions and are permitted to stay open until 5:00 am. The south of fifth neighborhood has expressed a desire to further regulate hours of operation for all alcoholic beverage establishments. At the direction of the LUDC, a draft ordinance was prepared to address these issues and concerns. The following is a summary of the changes proposed for the zoning districts south of Fifth Street:

- All alcoholic beverage establishments shall close by 2:00 AM.

- All outdoor or open air areas of an alcoholic beverage establishment shall close by 12:00 AM.

- Outdoor bar counters shall be prohibited.

- Alcoholic beverage establishments with sidewalk café permits shall only serve alcoholic beverages at sidewalk cafes during hours when food is served in the restaurant, and shall cease sidewalk café operations no later than 12:00 AM and shall not be permitted to have outdoor speakers.

- Special events permits shall not be permitted.

- Modified regulations pertaining to the number of seats and hours of operation for above ground, open-air establishments have been proposed for ocean front hotels with at least 200 rooms.

An exceptions clause has also been included for existing establishments or those establishments that have submitted an application for a BTR, or have received land use board approval, by June 28, 2016. The exceptions clause provides that such uses are deemed legal conforming uses, so that they may continue to operate and make modifications without having to losing the ability to operate. The revised title is intended to clarify this clause.

PLANNING BOARD REVIEW

On June 28, 2016, the Planning Board (by a 5-0 vote) transmitted the proposed ordinance amendment to the City Commission with a favorable recommendation. The Planning Board also recommended modifications to the section pertaining to above ground seating for restaurants in oceanfront hotels. The revised text has been incorporated into the attached draft of the ordinance.

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 (Prepared in conjunction with the City Attorney's office).

The Administration is supportive of the proposed ordinance. As recommended by the City Attorney's office, the Administration agrees that there is a better approach to addressing existing establishments that may be impacted by the proposed ordinance. Notably, Florida courts have consistently held that alcoholic beverage establishments are not entitled to grandfather status as to hours of sale for alcoholic beverages. *See Village of North Palm Beach v. S & H Foster's Inc.* (Fla. 4th DCA 2012); *Other Place of Miami, Inc. v. City of Hialeah Gardens*, 353 So. 2d 861 (Fla. 3d DCA 1977). Florida courts have also ruled that hours of operation are not a property right. *S. Daytona Rests., Inc. v. City of S. Daytona*, 186 So. 2d 78 (Fla. 1st DCA 1966).

In this regard, it is recommended that the term "legal conforming use" not be utilized. Instead, it is recommended that a separate referral be made to amend the "Nonconformances" section of the LDRs, in order to provide additional time for businesses and property owners to retain a nonconforming use (including nonconforming hours) while they obtain a new tenant and/or complete repairs. Specifically, the current maximum six (6) month period of time (to retain a nonconforming use), which is set forth in Sec. 118-394, should be increased.

Separately, a new section could be created to address nonconforming hours, where the use may remain conforming, but the hours are no longer conforming, but "vested." This would establish a uniform procedure for existing alcoholic beverage establishments to retain nonconforming hours of operation.

Finally, at the request of the item sponsor, the following additional edits have been included in the ordinance. Although these edits were not discussed by the Planning Board, they are minor in nature and do not affect the ordinance title. Specifically, such edits consist of the following:

- To add the term "television sets" to the prohibition on amplified and non-amplified outdoor restaurants above the ground floor of oceanfront hotels south of Fifth.

· To clarify that those upper story outdoor hotel restaurants with later hours are to be on no more than one floor.

· To allow oceanfront hotels with 100 + rooms, to have up to 50 upper story outdoor restaurant seats. Oceanfront hotels with 200 + rooms get up to 100 outdoor seats.

CONCLUSION

The Administration recommends that the City Commission:

1. Accept the recommendation of the Land Use and Development Committee via separate motion.

2. Approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

3. Remove the ""legal conforming use" section of the ordinance, and replace it with a standard 'exceptions' clause, applicable to existing uses.

4. Refer a separate ordinance amendment to the Planning Board, to modify Sec. 118-394 of the City Code, pertaining to "Discontinuance of nonconforming uses."

JLM/SMT/TRM/RAM
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SOUTH OF FIFTH
ALCOHOLIC BEVERAGE ESTABLISHMENT OPERATIONAL REGULATIONS
[As approved by Planning Board, and containing proposed minor amendments by sponsor]

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS", ARTICLE II, "DISTRICT REGULATIONS," DIVISION 18, "PS PERFORMANCE STANDARD DISTRICT," SECTION 142-693, "PERMITTED USES," TO AMEND THE HOURS OF OPERATION, LOCATION AND USE RESTRICTIONS FOR PROPERTIES SOUTH OF FIFTH STREET; PROVIDING THAT EXISTING ALCOHOLIC BEVERAGE ESTABLISHMENTS SHALL BE DEEMED LEGAL CONFORMING USES; AND PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the South of Fifth Street area has historically been composed of mixed use residential, hotel, retail, recreational and alcohol beverage establishments, which primarily serve City residents and tourists; and

WHEREAS, alcoholic beverage establishments in Miami Beach have been historically concentrated in the commercial and mixed-use entertainment districts along Washington Avenue, Collins Avenue, and Ocean Drive; and

WHEREAS, alcoholic beverage establishments in the South of Fifth neighborhood are in close proximity to residential uses; and

WHEREAS, the City Code allows certain uses within the zoning districts south of Fifth Street, which, absent mitigation, could be incompatible with adjacent residential uses; and

WHEREAS, large restaurants, stand-alone bars, outdoor seating areas and sidewalk cafés can sometimes be incompatible with the quality of life of adjacent residential neighborhoods if not regulated; and

WHEREAS, the Mayor and City Commission desire to encourage uses that are compatible with the character of the neighborhood; and

WHEREAS, pursuant to Section 562.14, Florida Statutes, a municipality may, by ordinance, establish hours of sale for alcoholic beverages; and

WHEREAS, Florida courts have rejected equal protection and due process challenges to Section 562.14, Florida Statutes (*See Wednesday Night, Inc. v. City of Fort Lauderdale* (Fla. 1973)); and

WHEREAS, in *State ex rel. Floyd v. Noel* (Fla. 1936), the Florida Supreme Court recognized that "[i]t is so well settled that no citation of authority is required to support the statement that a municipality exercising the powers inherent in municipal corporations may reasonably regulate the sale of intoxicating liquors and in providing such reasonable regulations may prohibit the sale of such liquors within certain hours, and also may prohibit the sale of liquors within certain zones"; and

WHEREAS, in *Makos v. Prince* (Fla. 1953), the Florida Supreme Court recognized that a county may establish separate zones for the hours of sale of alcoholic beverages, and that the regulation of hours need not be uniform throughout the county as a whole; and

WHEREAS, Florida courts have consistently held that alcoholic beverage establishments are not entitled to grandfather status as to hours of sale for alcoholic beverages (*See Village of North Palm Beach v. S & H Foster's, Inc.* (Fla. 4th DCA 2012); *Other Place of Miami, Inc. v. City of Hialeah Gardens* (Fla. 3d DCA 1978)); and

WHEREAS, Chapter 1, of the Land Use Element, Objective 2, "Land Use Compatibility," of the City's 2025 Comprehensive Plan (hereinafter "Plan"), specifies that the City's land development regulations will be used to address the location, type, size and intensity of land uses and to ensure adequate land use compatibility between residential and non-residential land uses; and

WHEREAS, Policy 2.1 of the Plan provides that the land development regulations shall continue to address the location and extent of nonresidential land uses in accordance with the Future Land Use map and the policies and descriptions of types, sizes and intensities of land uses contained in [the Future Land Use] Element; and

WHEREAS, Policy 2.2 of the Plan provides that development in land use categories which permit both residential and non-residential uses shall be regulated by formalized land development regulations which are designed to ensure adequate land use compatibility; and

WHEREAS, compatibility shall be achieved by one or more of the following: (1) enumeration of special land uses which may be particularly incompatible with residential uses and may be prohibited in specified areas or zoning districts; (2) enumeration of special land use administrative procedures such as Conditional Use approval, which require public hearings prior to special land use approval; (3) enumeration of special land use criteria such as minimum required distance separations from residential districts or uses or allowable hours of operation, to ensure that non-residential special land uses are properly located with respect to any residential uses to which they may be incompatible; and (4) the vertical separation of residential and non-residential uses within mixed use buildings through the use of land use regulations on accessory uses within residential buildings, and the identification of those types of commercial uses which are particularly incompatible with residential uses and which shall therefore NOT be permitted in mixed use buildings; and,

WHEREAS, in determining incompatibility, consideration shall be given to noise, lighting, shadows, access, traffic, parking, height, bulk, landscaping, hours of operation, buffering and any other criteria that may be important to ensure that necessary safeguards are provided for the protection of surrounding property, persons, and neighborhood values; and

WHEREAS, in accordance with Chapter 1, Objective 2, Policies 2.1 and 2.2 of the Plan, is it is desirable to encourage uses in commercial districts that are properly balanced and compatible with the scale, character and context of adjacent residential neighborhoods; 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 18," PS Performance Standard District" is hereby amended as follows:

CHAPTER 142.
ZONING DISTRICTS AND REGULATIONS

* * *

ARTICLE II. DISTRICT REGULATIONS

* * *

DIVISION 18. PS PERFORMANCE STANDARD DISTRICT

* * *

Sec. 142-693. Permitted uses.

* * *

(a) The following uses are permitted in the performance standard districts:

* * *

General Use Category	*R-PS 1,2*	*R-PS 3,4*	*C-PS 1,2,3,4*	*RM-PS1*
* * *	* * *	* * *	* * *	* * *
Accessory outdoor bar counters, provided that the accessory outdoor bar counter is not operated or utilized between midnight and 8:00 a.m.; however, for an accessory outdoor bar counter which is adjacent to a property with an apartment unit, the accessory outdoor bar counter may not be operated or utilized between 8:00 p.m. and 8:00 a.m.	N	N ~~However, accessory outdoor bar counters are permitted in oceanfront hotels with at least 100 hotel units in the R-PS4 district*.~~	P* North of 5th Street only.	N
* * *	* * *	* * *	* * *	* * *

* * *

(i) *Additional regulations for alcoholic beverage establishments located south of 5th Street.*

(1) The following additional regulations shall apply to alcoholic beverage establishments, whether as a main use, conditional use, or accessory use, that are located south of 5th Street:

(i) Operations shall cease no later than 2:00 a.m., except as otherwise provided herein.

(ii) Operations in outdoor or open air areas of an alcoholic beverage establishment shall cease no later than 12:00 a.m., except as otherwise provided herein.

(iii) Alcoholic beverage establishments with sidewalk café permits shall only serve alcoholic beverages at sidewalk cafes during hours when food is served, shall cease sidewalk café operations no later than 12:00 a.m. (except as otherwise provided herein), and shall not be permitted to have outdoor speakers.

(iv) Outdoor bar counters shall be prohibited.

(v) No special events permits shall be issued.

(vi) The provisions of this subsection (i)(1) shall not apply, to the extent the requirements of this subsection are more restrictive, to an alcoholic beverage establishment with a valid business tax receipt that is in application status or issued prior to June 28, 2016; or an establishment that has obtained approval for an alcoholic beverage establishment from a land use board, and which land use board order is active and has not expired prior to June 28, 2016. Any such alcoholic beverage establishment shall be deemed a "legal conforming use," and may retain all and apply for new expansions and modifications to permitted, conditional, and/or accessory uses permitted as of June 28, 2016, and apply for building permits to add, improve, and/or expand existing structures, or construct new structures for permitted, conditional, and/or accessory uses permitted as of June 28, 2016.

A. Existing sidewalk cafes issued a sidewalk cafe permit as of June 28, 2016, for alcoholic beverage sales after 12:00 a.m., with food service, may continue to be renewed, but shall not serve alcoholic beverages later than 1:30 a.m., and alcoholic beverages may not be consumed at sidewalk cafes after 2:00 a.m.

B. Should an alcoholic beverage establishment with a sidewalk cafe permit under (A), above, be delinquent in a payment obligation to the City, and/or receive two (2) final adjudications of violations of section 12-5 (special event permit), section 46-152 (noise ordinance), or chapter 82, article IV, division 5 (sidewalk cafe ordinance), that alcoholic beverage establishment shall only be allowed to serve alcoholic beverages at its sidewalk cafe until 12:00 a.m. for a twelve (12) month period.

(2) Notwithstanding the uses permitted in (a) and (d) above, in all districts except GU, ~~government use district~~ Government Use District, no alcoholic beverage establishment, or restaurant, may be licensed or operated as a main permitted, conditional, or accessory use in any open area above the ground floor (any area that is not included in the FAR calculations) located south of 5th Street. Except that:

~~(1)~~ (i) Outdoor restaurant seating above the ground floor, not exceeding 40 seats, associated with indoor venues (except as provided under (iii) below) may be permitted ~~in the areas described in this subsection (i)~~ until 8:00 p.m. ~~with no background music (amplified or nonamplified)~~.

~~(2)~~ (ii) Outdoor music, whether amplified or non-amplified, and television sets shall be prohibited.

(iii) *Oceanfront hotels in the R-PS4 district.*

For purposes of this subsection (iii), *eastward-facing oceanfront portions of an open-air seating area* shall be limited to the open area 50 feet west of the eastern boundary of the above-ground structure.

A. Oceanfront hotels in the R-PS4 district with at least 200 hotel units may have no more than 100 outdoor restaurant seats in open-air seating areas on one level that are located above the ground floor, of which at least half shall be located on eastward-facing oceanfront portions of an open-air seating area, at which patrons shall be seated no later than 12:00 a.m., and the seating area shall be closed to the public no later than 1:30 a.m. Patrons shall not be seated in the remainder of any open-air seating areas in a particular hotel later than 11:00 p.m., and such seating areas shall be closed to the public no later than 12:00 a.m. Other than the foregoing, rooftop seating shall not be permitted under any circumstances.

B. Oceanfront hotels in the R-PS4 district with at least 100 hotel units, but less than 200 hotel units, may have no more than ~~100~~ 50 outdoor restaurant seats in eastward-facing oceanfront portions of open-air seating areas that are located on one level above the ground floor, at which patrons shall be seated no later than 12:00 a.m., and the seating area shall be closed to the public no later than 1:30 a.m. Other than the foregoing, rooftop seating shall not be permitted under any circumstances.

~~(2)~~ (iv) Other than as permitted in subsection (i)(2)(iii), no commercial activity may be permitted on areas as described in this subsection (i)(2) between the hours of 8:00 p.m. and 10:00 a.m.

~~(3)~~ (v) Nothing herein shall prohibit residents of a multifamily (apartment or condominium) building, or hotel guests and their invitees to use these areas as described in this subsection (i)(2), which may include a pool or other recreational amenities, for their individual, personal use.

(3) Any increase to an alcoholic beverage establishment's approved hours of operation shall meet the requirements of this section.

(4) Variances from this subsection (i) shall not be permitted. Special events shall not be permitted ~~in the areas described in this subsection (i)~~.

SECTION 2. REPEALER.
All ordinances or parts of ordinances and all section and parts of sections in conflict herewith 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 _____, 2016.

ATTEST:

Philip Levine
Mayor

Rafael E. Granado
City Clerk

First Reading: _____, 2016
Second Reading: _____, 2016

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/6/16
Date

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

(Sponsored by Commissioner Michael Grieco)

Underline denotes new language
~~Strikethrough~~ denotes removed language
Double underline denotes language added after review by the Planning Board
~~Double strikethrough~~ denotes language removed after review by the Planning Board

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MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
JULY 13, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016**, at the times listed, or as soon thereafter as the matter can be heard, to consider:

5:01 p.m.
An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73rd Street To The South, Dickens Avenue, Hawthorne Avenue And Crespi Boulevard To The West, 87th Street To The North, And Collins Court To The East; And (2) "Normandy Isles National Register District:" Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Notre Dame And Rue Versailles To The West, Normandy Shores Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Be Effective Upon First Reading Of This Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:02 p.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 18 "PS Performance Standard District" And Chapter 114, "General Provisions," By Amending Sections 142-698 And 142-699 Regarding Maximum Building Height And Setbacks Requirements For The CPS-2 District; Amending Section 114-1 Regarding Definitions; Providing For Codification; Repealer; Severability; An Effective Date; And A Sunset Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550*

5:03 p.m.
An Ordinance Amending The Future Land Use Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Amending Policy 1.2 By Amending The Permitted Uses In The "General Mixed Use Commercial "Performance Standard" Category (C-PS2)" To Allow Public Transit Facilities As A Permitted Use; Amending The Transportation Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Creating Policy 4.6.1 Entitled "Enhanced Transit Infrastructure On Private Property" And By Amending The "Glossary Of Terms" To Include The Term "Transit Hub" And Related Definition *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:04 p.m.
An Ordinance Amending The City Code, By Amending Chapter 122, "Concurrency Management," By Amending Section 122-5, "Exemptions From Concurrency," To Exempt Uses At The Following City-Owned Facilities From The City's Concurrency Requirements: The North Shore Bandshell, The Ronald W. Shane Watersports Center, And The Miami Beach Botanical Garden; And Providing For Repealer, Codification, Severability, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:05 p.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 130, "Off-Street Parking," Article I, "In General," Article III, "Design Standards," Article V, "Fee In Lieu Of Parking Program," Article VI, "Parking Credit System," Article VII, "Surplus And Under-Utilized Parking Spaces," And Article IX, "Valet And Tandem Parking," By Amending And Clarifying Standards And Procedures For Off-Street Parking Requirements; Providing Codification; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:06 p.m.
An Ordinance Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 18, "PS Performance Standard District," Section 142-693, "Permitted Uses," To Amend The Hours Of Operation, Location And Use Restrictions For Properties South Of Fifth Street; Providing That Existing Alcoholic Beverage Establishments Shall Be Deemed Legal Conforming Uses; And Providing For Codification, Repealer, Severability, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:07 p.m.
An Ordinance Amending The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying Chapter 1, Future Land Use Element, To Encourage The Use Of Landscaping Techniques That Enhance Stormwater Management And To Modify The Level Of Service For Storm Sewer Capacity; Chapter 5, Infrastructure Element, To Require That The Land Development Regulations Include A Freeboard Requirement For New Construction, To Modify The Level Of Service For Drainage Facilities Design Storm Standard, And To Incorporate The Use Of Stormwater Storage And Infiltration In Infrastructure Replacement Activities; Chapter 6, Conservation/ Coastal Zone Management Element To Encourage The Use Of Highly Water-Absorbent Native Plants And To Designate The City Of Miami Beach As An Adaptation Action Area (AAA) Pursuant To Section 163.3177(6)(g)(10), Florida Statutes; Chapter 8, Intergovernmental Coordination Element, To Require Coordination Between Agencies Addressing Issues Related To Sea Level Rise And Climate Change; Providing For Inclusion In The Comprehensive Plan; Transmittal; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:08 p.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Subpart B, Entitled "Land Development Regulations," Of Chapter 142, Entitled "Zoning Districts And Regulations," By Amending Division 2, Entitled "Accessory Uses"; By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Division 3, Entitled "Supplementary Use Regulations," By Amending Section 142-1111, Entitled "Short-Term Rental Of Apartment Units Or Townhomes," By Creating A New Subsection (d), Which Establishes Eligibility Requirements For Short-Term Rental Of Apartment And Townhome Residential Units In North Beach; Limiting The Eligibility To Those Properties Fronting Harding Avenue From The South Side Of 73rd Street To The Northern Boundary Of The City; By Establishing Conditions Precedent Before A Property Owner Is Legally Authorized To Engage In Short-Term Rentals; And Require The Property To Be Fully Renovated And Restored In Accordance With Those Delineated Standards Set Forth In Subsection (d)(1), Which Must Be Accomplished Prior To The Issuance Of The Business Tax Receipt Permitting Short-Term Rentals; And Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. 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. 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 No. 1165

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARING
AN ORDINANCE AMENDING SOUTH OF FIFTH ALCOHOLIC BEVERAGE ESTABLISHMENT OPERATIONAL REGULATIONS
JULY 13, 2016

NOTICE IS HEREBY given that a First Reading, Public Hearing, will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 13, 2016** at **5:06 p.m.**, or as soon thereafter as the matter can be heard, to consider the adoption of the following Ordinance:

An Ordinance Amending Chapter 142, "Zoning Districts And Regulations", Article II, "District Regulations," Division 18, "PS Performance Standard District," Section 142-693, "Permitted Uses," To Amend The Hours Of Operation, Location And Use Restrictions For Properties South Of Fifth Street; Providing That Existing Alcoholic Beverage Establishments Shall Be Deemed Legal Conforming Uses; And Providing For Codification, Repealer, Severability, And An Effective Date.

This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. 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.

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 1172

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Condensed Title:

An ordinance amending the Comprehensive Plan to encourage the use of landscaping techniques that enhance stormwater management; modify the level of service for storm sewer capacity, require that the Land Development Regulations include a Freeboard requirement, modify the level of service for drainage facilities design storm standard, incorporate the use of stormwater storage and infiltration in infrastructure replacement activities, encourage the use of highly water-absorbent native plants, designate the City Of Miami Beach as an Adaptation Action Area (AAA); and require coordination between agencies addressing issues related to sea level rise and climate change.

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 proposal amends the Comprehensive Plan to improve storm sewer and drainage levels of service, including the use of landscaping techniques to enhance storm water management and incorporating minimum freeboard requirements into the Land Development Regulations. Additionally it establishes that the City is an Adaptation Action Area, with the purpose of prioritizing funding for infrastructure and adaptation planning.

On April 20, 2016, the Land Use and Development Committee discussed the proposed ordinance and recommended that that the Planning Board transmit the ordinance to the City Commission with a favorable recommendation.

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

Advisory Board Recommendation:

On June 28, 2016, the Planning Board (by a 4-0 vote) transmitted the proposed ordinance amendment to the City Commission with a favorable recommendation.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R5J
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016 **FIRST READING**

SUBJECT: **Comprehensive Plan Amendment – Peril of Flood**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN PURSUANT TO THE PROCEDURES IN SECTION 163.3184(3), FLORIDA STATUTES, BY MODIFYING CHAPTER 1, FUTURE LAND USE ELEMENT, TO ENCOURAGE THE USE OF LANDSCAPING TECHNIQUES THAT ENHANCE STORMWATER MANAGEMENT AND TO MODIFY THE LEVEL OF SERVICE FOR STORM SEWER CAPACITY; CHAPTER 5, INFRASTRUCTURE ELEMENT, TO REQUIRE THAT THE LAND DEVELOPMENT REGULATIONS INCLUDE A FREEBOARD REQUIREMENT FOR NEW CONSTRUCTION, TO MODIFY THE LEVEL OF SERVICE FOR DRAINAGE FACILITIES DESIGN STORM STANDARD, AND TO INCORPORATE THE USE OF STORMWATER STORAGE AND INFILTRATION IN INFRASTRUCTURE REPLACEMENT ACTIVITIES; CHAPTER 6, CONSERVATION/ COASTAL ZONE MANAGEMENT ELEMENT TO ENCOURAGE THE USE OF HIGHLY WATER-ABSORBENT NATIVE PLANTS AND TO DESIGNATE THE CITY OF MIAMI BEACH AS AN ADAPTATION ACTION AREA (AAA) PURSUANT TO SECTION 163.3177(6)(g)(10), FLORIDA STATUTES; CHAPTER 8, INTERGOVERNMENTAL COORDINATION ELEMENT, TO REQUIRE COORDINATION BETWEEN AGENCIES ADDRESSING ISSUES RELATED TO SEA LEVEL RISE AND CLIMATE CHANGE; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; TRANSMITTAL; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; 2) approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016; and 3) direct the Administration to transmit the amendment to the State Land Planning Agency and required review agencies pursuant to the Section 163.3184(2), F.S.

BACKGROUND

On July 1, 2014, the City hired AECOM as a Flood Mitigation Consultant, to perform an analysis of City regulations and practices that can be improved or established in order to mitigate the impacts of anticipated sea level rise.

On April 24, 2015, the Florida Legislature approved Senate Bill 1094, entitled "Peril of Flood," requiring the inclusion of development and redevelopment strategies that reduce flood risks in coastal areas which result from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise within Comprehensive Plan Coastal Management elements.

At the March 15, 2016 meeting of the Mayors Blue Ribbon Panel on Seal Level Rise, the Panel endorsed the proposed amendments to the City's Comprehensive Plan, as recommended by AECOM. On April 13, 2016, the City Commission referred to the proposed Comprehensive Plan amendment to the Land Use and Development Committee (Item C4L). The item was simultaneously referred to the Planning Board. Commissioner Malakoff is sponsoring the proposed amendment.

On April 20, 2016, the Land Use and Development Committee discussed the item and continued it to May 18, 2016. On May 18, 2016, the Land Use and Development Committee recommended that the Planning Board transmit the proposed amendment to the City Commission with a favorable recommendation.

ANALYSIS

Since mid-2014, the administration has been working with AECOM to prepare climate adaptation plans and strategies as a result of sea level rise. A major component of this analysis has been to review the City's 2025 Comprehensive Plan and to propose amendments that will reduce the City's risks related to sea level rise. AECOM is recommending several amendments to improve storm sewer and drainage levels of service, including the use of landscaping techniques to enhance storm water management and incorporating minimum freeboard requirements into the Land Development Regulations.

In 2015, the Florida Legislature adopted Senate Bill 1094, entitled "Peril of Flood", which requires the Coastal Management elements of local government Comprehensive Plans to include regulations related to the mitigation and reduction of flood risks in coastal areas. The requirements of the Bill include the following:

1. *Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.*

2. *Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.*

3. *Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.*

Additionally, in 2011 the Florida Legislature passed the Community Planning Act (CPA), which amended Section 163.3177, Florida Statutes, which allows local governments the option of planning for coastal hazards and the potential impacts of sea level rise within the Comprehensive Plan. This provided local governments with the option of designating Adaptation Action Areas (AAA). The designation is for areas that experience coastal flooding and that are vulnerable to the related impacts of rising sea levels, with the purpose of prioritizing funding for infrastructure and adaptation planning.

Local governments that adopt an adaptation action area are able to incorporate policies within the coastal management element of their comprehensive plan to improve resilience to coastal flooding. Criteria for AAA designation includes: areas below, at, or near mean higher high water; areas which have a hydrological connection to coastal waters; or areas designated as evacuation zones for storm surge. Since the entire City meets designation criteria, it is recommended that the entire City be designated an AAA.

In order to improve the City's ability to mitigate the impacts of sea level rise and comply with Senate Bill 1094, the proposed amendment would affect the following elements of the Miami Beach 2025 Comprehensive Plan:

- **Future Land Use Element**
  - Amend Policy 3.6 to encourage the use of landscaping techniques that enhance stormwater management
  - Amend Policy 6.2 to modify the level of service for storm sewer capacity to be consistent with the City's Storm Water Master Plan.
- **Infrastructure Element**
  - Amend Policy 2.4 to require the incorporation of stormwater storage and infiltration into infrastructure replacement activities.
  - Amend Policy 4.1 to require that the Land Development Regulations include a freeboard requirement that requires the raising of ground floors in new construction to reduce losses due to flooding.
  - Amend Policy 5.1 to modify the level of service for the drainage facilities design storm standard.
- **Conservation/Coastal Zone Management Element**
  - Amend Policy 2.12 to encourage the use of highly water-absorbent native and Florida friendly plants.
  - Establish Objective 13 to designate the City of Miami Beach as an AAA pursuant to section 163.3177(6)(g)(10), Florida Statutes and establish resiliency strategies.
- **Intergovernmental Coordination Element**
  - Establish Policy 1.10 to require collaboration and coordination with local, regional, state, and national government agencies for the implementation of AAA strategy options.

COMPREHENSIVE PLANNING PROCESS

This application is for text amendment to the Compressive Plan. Under Section 163.3184(2), F.S., this amendment will follow the expedited state review process for adoption of comprehensive plan amendments. In this process the Planning Board serves in its capacity of the Local Planning Agency (LPA), when providing its recommendation to the City Commission. It is anticipated that the plan amendment would follow the timeline below:

Date	Process Step
4/13/2016	***CC Referral to LUDC and Planning Board***
5/18/2016	***LUDC Hearing***
6/28/2016	***Planning Board (LPA) Hearing***
7/13/2016	***CC Transmittal Hearing***
7/14/2016	Transmit to State
7/21/2016	Notice from State of Complete Transmittal
8/20/2016	Review Agency Comments Due
9/14/2016	***CC Adoption Hearing***
9/15/2016	Submit Adoption Package to Review Agencies
9/20/2016	Notice from State of Complete Submittal
10/21/2016	Appeal Period Ends

PLANNING BOARD REVIEW

On June 28, 2016, the Planning Board (by a 4-0 vote), which serves as the City's Local Planning Agency pursuant to Chapter 163, Florida Statutes, 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

1. Accept the recommendation of the Land Use and Development Committee via separate motion.

2. Approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

3. Direct the Administration to transmit the amendment to the State Land Planning Agency and required review agencies pursuant to the Section 163.3184(2), F.S.

JLM/SMT/TRM/RAM
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COMPREHENSIVE PLAN – PERIL OF FLOOD

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN PURSUANT TO THE PROCEDURES IN SECTION 163.3184(3), FLORIDA STATUTES, BY MODIFYING CHAPTER 1, FUTURE LAND USE ELEMENT, TO ENCOURAGE THE USE OF LANDSCAPING TECHNIQUES THAT ENHANCE STORMWATER MANAGEMENT AND TO MODIFY THE LEVEL OF SERVICE FOR STORM SEWER CAPACITY; CHAPTER 5, INFRASTRUCTURE ELEMENT, TO REQUIRE THAT THE LAND DEVELOPMENT REGULATIONS INCLUDE A FREEBOARD REQUIREMENT FOR NEW CONSTRUCTION, TO MODIFY THE LEVEL OF SERVICE FOR DRAINAGE FACILITIES DESIGN STORM STANDARD, AND TO INCORPORATE THE USE OF STORMWATER STORAGE AND INFILTRATION IN INFRASTRUCTURE REPLACEMENT ACTIVITIES; CHAPTER 6, CONSERVATION/ COASTAL ZONE MANAGEMENT ELEMENT TO ENCOURAGE THE USE OF HIGHLY WATER-ABSORBENT NATIVE PLANTS AND TO DESIGNATE THE CITY OF MIAMI BEACH AS AN ADAPTATION ACTION AREA (AAA) PURSUANT TO SECTION 163.3177(6)(g)(10), FLORIDA STATUTES; CHAPTER 8, INTERGOVERNMENTAL COORDINATION ELEMENT, TO REQUIRE COORDINATION BETWEEN AGENCIES ADDRESSING ISSUES RELATED TO SEA LEVEL RISE AND CLIMATE CHANGE; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; TRANSMITTAL; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, In 2011, the Florida Legislature passed the Community Planning Act, allowing local governments the option of planning for coastal hazards and the potential impacts of sea level rise within the Comprehensive Plan through the designation of Adaptation Action Areas; and

WHEREAS, On July 1, 2014, the City hired AECOM as a Flood Mitigation Consultant, to perform an analysis of City regulations and practices that can be improved or established in order to mitigate the impacts of anticipated sea level rise; and

WHEREAS, In 2015 the Florida Legislature adopted Senate Bill 1094, "Peril of Flood," requiring the inclusion of development and redevelopment strategies that reduce flood risks in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise within Comprehensive Plan Coastal Management elements; and

WHEREAS, On March 15, 2016 the City of Miami Beach Mayor's Blue Ribbon Panel on Seal Level Rise, the Panel endorsed the proposed amendments to the City's Comprehensive Plan, as recommended by AECOM; and

WHEREAS, The City of Miami Beach Planning Board, which serves as the local planning agency, transmitted the amendments to the City Commission with a favorable recommendation; and

WHEREAS, the City Commission held a duly noticed public hearing, at which time it voted to transmit the text amendments for review by state, regional and local agencies as required by law; and

WHEREAS, the City Commission after careful consideration of this matter deems it advisable and in the best interest of the general welfare of the City of Miami Beach and its inhabitants to amend the 2025 Comprehensive Plan as hereinafter set forth; and

WHEREAS, the amendment set forth below is necessary to accomplish all of the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. The following amendment to the City's 2025 Comprehensive Plan Future Land Use Element is hereby adopted:

FUTURE LAND USE ELEMENT

* * *

Policy 3.6

Maximize unpaved landscape to allow for more stormwater infiltration. Encourage planting of vegetation that is highly water absorbent, can withstand the marine environment, and the impacts of tropical storm winds. Encourage development measures that include innovative climate adaption and mitigation designs with creative co-benefits where possible.

* * *

Policy 6.2

Land Development Regulations pertaining to concurrency management shall be amended to reflect Ch. ~~9J-5.0055 FAC~~ 163.3180, Florida Statutes and this policy. No development permit shall be issued unless the public facilities necessitated by the project (in order to meet level of service standards specified in the Policies of the Transportation, Recreation, Public Schools and Infrastructure Elements, and the Water Supply Plan) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place, but no later than the issuance of a certificate of occupancy or its functional equivalent. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately:

Acceptable Level of Service Standards for public facilities in the City of Miami Beach are:

* * *

d. Storm Sewer Capacity – One-in-~~five~~ ten-year storm event.

SECTION 2. The following amendment to the City's 2025 Comprehensive Plan Infrastructure Element is hereby adopted:

INFRASTRUCTURE: SANITARY SEWER, SOLID WASTE, DRAINAGE AND POTABLE WATER

* * *

Policy 2.4

Incorporate stormwater storage and infiltration into all infrastructure replacement activities.

* * *

Policy 4.1

Continue site plan review for new construction with the requirement that the minimum first floor elevation for ~~living quarters~~ habitable space in residential and commercial buildings be at least at the ~~minimum~~ City of Miami Beach Freeboard, as adopted in the Code of the City of Miami Beach, above the minimum FEMA requirement, to allow for maximum protection during flood conditions and from sea level rise.

* * *

Policy 5.1

The following City-wide Level of Service Standards shall be used as the basis for determining the availability of facility capacity for residential uses; the systems shall be able to provide/accommodate at least the minimums specified:

* * *

Drainage Facilities	Design Storm Standard per ~~25-year frequency, 24-hour duration; see rainfall intensity curve zone 10, DOT Drainage Manual~~ Storm Water Master Plan as updated from time to time.

SECTION 3. The following amendment to the City's 2025 Comprehensive Plan Conservation/Coastal Zone Management Element is hereby adopted:

CONSERVATION/COASTAL ZONE MANAGEMENT

* * *

Policy 2.12

Salt tolerant landscaping and highly water-absorbent, native or Florida friendly plants shall continue to be given preference over ~~traditional~~ other planting materials in the plant materials list used in the administration of the landscape section of the Land Development Regulations and the design review process.

* * *

Objective 13:

Increase the City's resiliency to the impacts of climate change and rising sea levels by developing and implementing adaptation strategies and measures in order to protect human life, natural systems and resources and adapt public infrastructure, services, and public and private property.

Policy 13.1:

Based on evolving rising seas data and associated vulnerabilities, to allow for flexible adjustments, preserve future strategic adaptation implementation options to maintain maximum resiliency in response to new risks and vulnerabilities. The City will take advantage of new emerging data and technological opportunities. The City's basis for measuring sea level rise shall be as per the Southeast Florida Regional Climate Action Plan, as may be revised from time-to-time.

Policy 13.2:

The City will identify public investments and infrastructure at risk to sea level rise and other climate related impacts. The City will assess the vulnerability to public facilities and services, including but not limited to water and wastewater facilities, stormwater systems, roads, bridges, governmental buildings, hospitals, transit infrastructure and other assets.

Evaluation Measure: *Collaborating with regional partners, City shall identify public investments, infrastructure and assets at risk from rising sea levels by 2018. Thereafter, this assessment will be performed every five (5) years.*

Policy 13.3:

As per Section 163.3164(1) and Section 163.3177(6)(g)(10), Florida Statutes, an Adaptation Action Area (AAA) is an optional designation within the coastal management element of a local government's comprehensive plan which identifies one or more areas that experience coastal flooding due to extreme high tides and storm surge, and that are vulnerable to the related impacts of rising sea levels for the purpose of prioritizing funding for infrastructure and adaptation planning.

The entire City is hereby designated an AAA, as all areas meet considerations for AAA designation, which include the following:

a. Areas which experience tidal flooding, storm surge, or both;
b. Areas which have an hydrological connection to coastal waters;
c. Locations which are within areas designated as evacuation zones for storm surge; and
d. Other areas impacted by stormwater/flood control issues.

Policy 13.4:

The City will develop and implement adaptation strategies for areas vulnerable to coastal flooding, tidal events, storm surge, flash floods, stormwater runoff, salt water intrusion and other impacts related to climate change or exacerbated by sea level rise, with the intent to increase the community's comprehensive adaptability and resiliency capacities.

Policy 13.5:

Adaptation strategies may apply to the following:

a. Public infrastructure planning, siting, construction, replacement, operation and maintenance;
b. Emergency management;
c. Stormwater management;
d. Land development regulations;
e. Building codes;
f. Comprehensive planning; and
g. Other functions.

Policy 13.6:

AAAs adaptation strategy options include:

a. Protection: Strategies that involve "hard" and "soft" structurally defensive measures to mitigate impacts of rising seas in order to decrease vulnerability while allowing structures and infrastructure to remain unaltered. Two examples are shoreline armoring and beach renourishment. Protection strategies may be targeted for areas of a community that are location-dependent and cannot be significantly altered or relocated, such as areas of historical significance, or water-dependent uses.

b. Accommodation: Strategies that do not act as a barrier, but rather alter the design through measures such as elevation or stormwater improvements, to

allow the structure of infrastructure system to stay intact. Rather than preventing flooding or inundation, these strategies aim to reduce potential risks.

c. Management Strategies: Strategies that involve the actual removal of existing development, their possible relocation to other areas, and/or prevention of further development in high-risk areas.

d. Avoidance: Strategies that involve ensuring development does not take place in areas subject to coastal hazards associated with sea level rise or where the risk is low at present but will increase over time.

e. Other options.

Policy 13.7:

The City shall pursue funding sources for the implementation of AAA associated adaptation strategies including the following:

a. Federal and State grants and technical expertise assistance (in-kind)
b. Local Stormwater Utility Fees and CIP (Capital Improvement Plan) prioritization
c. Public/Private Partnerships
d. Other sources

Policy 13.8:

The City shall integrate AAAs into existing and future City processes and city-wide plans and documents which may include:

a. Strategic Plan;
b. Sustainability Plan;
c. Resiliency Plan;
d. Stormwater Master Plan;
e. Emergency Management Plan;
f. Land Development Regulations;
g. Capital Improvement Plan;
h. Local Mitigation Strategy; and
i. Other processes, plans and documents.

Policy 13.9:

The City shall align and be consistent with, to the extent possible, relevant and current national, state, and regional adaptation strategy documents such as the Miami-Dade County GreenPrint, Southeast Florida Regional Climate Action Plan, and The President's Climate Action Plan as well as other regional strategic plans, disaster mitigation plans, water management plans, transportation/transit plans, and climate change plans.

Policy 13.10:

The City shall participate in, when appropriate, coordinated governmental, non-governmental and other appropriate agencies' proposed application requests for funding adaptation implementation projects.

Policy 13.11:

The City shall collaborate and coordinate with appropriate local, regional, state, and national governmental agencies, to the extent possible, toward the implementation of AAA adaptation strategies and to identify risks, vulnerabilities and opportunities associated with coastal hazards and the impacts from sea level rise.

SECTION 4. The following amendment to the City's 2025 Comprehensive Plan Intergovernmental Coordination Element is hereby adopted:

INTERGOVERNMENTAL COORDINATION ELEMENT

* * *

Policy 1.10

The City will collaborate and coordinate with appropriate local, regional, state, and national governmental agencies, to the extent possible, toward the implementation of Adaptation Action Areas adaptation strategies and to identify risks, vulnerabilities and opportunities associated with coastal hazards and the impacts from sea level rise and participate in, when appropriate, coordinated governmental, non-governmental and other appropriate agencies' proposed application requests for funding adaptation implementation projects.

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. CODIFICATION.

It is the intention of the City Commission that this Ordinance be entered into the Comprehensive Plan, and it is hereby ordained that the 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. The Exhibits to this Ordinance shall not be codified, but shall be kept on file with this Ordinance in the City Clerk's Office.

SECTION 8. TRANSMITTAL.

The Planning Director is hereby directed to transmit this ordinance to the appropriate state, regional and county agencies as required by applicable law.

SECTION 9. EFFECTIVE DATE.

This ordinance shall take effect 31 days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to Section 163.3184(3), Florida Statutes.

PASSED and ADOPTED this _____ day of _____ 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM
AND LANGUAGE
AND FOR EXECUTION

6/29/16
City Attorney Date

First Reading/Transmittal: July 13, 2016
Second Reading/Adoption: September 14, 2016

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

Underline = new language
~~Strikethrough~~ = deleted language

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MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
JULY 13, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016**, at the times listed, or as soon thereafter as the matter can be heard, to consider:

5:01 p.m.
An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73rd Street To The South, Dickens Avenue, Hawthorne Avenue And Crespi Boulevard To The West, 87th Street To The North, And Collins Court To The East; And (2) "Normandy Isles National Register District:" Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Notre Dame And Rue Versailles To The West, Normandy Shores Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Be Effective Upon First Reading Of This Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:02 p.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 18 "PS Performance Standard District" And Chapter 114, "General Provisions," By Amending Sections 142-698 And 142-699 Regarding Maximum Building Height And Setbacks Requirements For The CPS-2 District; Amending Section 114-1 Regarding Definitions; Providing For Codification; Repealer; Severability; An Effective Date; And A Sunset Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550*

5:03 p.m.
An Ordinance Amending The Future Land Use Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Amending Policy 1.2 By Amending The Permitted Uses In The "General Mixed Use Commercial "Performance Standard" Category (C-PS2)" To Allow Public Transit Facilities As A Permitted Use; Amending The Transportation Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Creating Policy 4.6.1 Entitled "Enhanced Transit Infrastructure On Private Property" And By Amending The "Glossary Of Terms" To Include The Term "Transit Hub" And Related Definition *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:04 p.m.
An Ordinance Amending The City Code, By Amending Chapter 122, "Concurrency Management," By Amending Section 122-5, "Exemptions From Concurrency," To Exempt Uses At The Following City-Owned Facilities From The City's Concurrency Requirements: The North Shore Bandshell, The Ronald W. Shane Watersports Center, And The Miami Beach Botanical Garden; And Providing For Repealer, Codification, Severability, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:05 p.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 130, "Off-Street Parking," Article I, "In General," Article III, "Design Standards," Article V, "Fee In Lieu Of Parking Program," Article VI, "Parking Credit System," Article VII, "Surplus And Under-Utilized Parking Spaces," And Article IX, "Valet And Tandem Parking," By Amending And Clarifying Standards And Procedures For Off-Street Parking Requirements; Providing Codification; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:06 p.m.
An Ordinance Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 18, "PS Performance Standard District," Section 142-693, "Permitted Uses," To Amend The Hours Of Operation, Location And Use Restrictions For Properties South Of Fifth Street; Providing That Existing Alcoholic Beverage Establishments Shall Be Deemed Legal Conforming Uses; And Providing For Codification, Repealer, Severability, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:07 p.m.
An Ordinance Amending The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying Chapter 1, Future Land Use Element, To Encourage The Use Of Landscaping Techniques That Enhance Stormwater Management And To Modify The Level Of Service For Storm Sewer Capacity; Chapter 5, Infrastructure Element, To Require That The Land Development Regulations Include A Freeboard Requirement For New Construction, To Modify The Level Of Service For Drainage Facilities Design Storm Standard, And To Incorporate The Use Of Stormwater Storage And Infiltration In Infrastructure Replacement Activities; Chapter 6, Conservation/ Coastal Zone Management Element To Encourage The Use Of Highly Water-Absorbent Native Plants And To Designate The City Of Miami Beach As An Adaptation Action Area (AAA) Pursuant To Section 163.3177(6)(g)(10), Florida Statutes; Chapter 8, Intergovernmental Coordination Element, To Require Coordination Between Agencies Addressing Issues Related To Sea Level Rise And Climate Change; Providing For Inclusion In The Comprehensive Plan; Transmittal; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:08 p.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Subpart B, Entitled "Land Development Regulations," Of Chapter 142, Entitled "Zoning Districts And Regulations," By Amending Division 2, Entitled "Accessory Uses"; By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Division 3, Entitled "Supplementary Use Regulations," By Amending Section 142-1111, Entitled "Short-Term Rental Of Apartment Units Or Townhomes," By Creating A New Subsection (d), Which Establishes Eligibility Requirements For Short-Term Rental Of Apartment And Townhome Residential Units In North Beach; Limiting The Eligibility To Those Properties Fronting Harding Avenue From The South Side Of 73rd Street To The Northern Boundary Of The City; By Establishing Conditions Precedent Before A Property Owner Is Legally Authorized To Engage In Short-Term Rentals; And Require The Property To Be Fully Renovated And Restored In Accordance With Those Delineated Standards Set Forth In Subsection (d)(1), Which Must Be Accomplished Prior To The Issuance Of The Business Tax Receipt Permitting Short-Term Rentals; And Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. 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. 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 No. 1165

653

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARING
AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN – PERIL OF FLOOD
JULY 13, 2016

NOTICE IS HEREBY given that a First Reading, Public Hearing, will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 13, 2016** at **5:07 p.m.**, or as soon thereafter as the matter can be heard, to consider the adoption of the following Ordinance:

An Ordinance Amending The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying Chapter 1, Future Land Use Element, To Encourage The Use Of Landscaping Techniques That Enhance Stormwater Management And To Modify The Level Of Service For Storm Sewer Capacity; Chapter 5, Infrastructure Element, To Require That The Land Development Regulations Include A Freeboard Requirement For New Construction, To Modify The Level Of Service For Drainage Facilities Design Storm Standard, And To Incorporate The Use Of Stormwater Storage And Infiltration In Infrastructure Replacement Activities; Chapter 6, Conservation/ Coastal Zone Management Element To Encourage The Use Of Highly Water-Absorbent Native Plants And To Designate The City Of Miami Beach As An Adaptation Action Area (AAA) Pursuant To Section 163.3177(6)(g)(10), Florida Statutes; Chapter 8, Intergovernmental Coordination Element, To Require Coordination Between Agencies Addressing Issues Related To Sea Level Rise And Climate Change; Providing For Inclusion In The Comprehensive Plan; Transmittal; Repealer; Severability; And An Effective Date.

This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. 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.

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 1173

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Condensed Title:

An ordinance amending the Land Development Regulations to create a new subsection (d), which establishes eligibility requirements for short-term rental of apartment and townhome residential units in north beach; limiting the eligibility to those properties fronting Harding Avenue from the south side of 73rd Street to the northern boundary of the City.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING – PUBLIC HEARING

The proposed ordinance is intended to encourage the rehabilitation of contributing structures in one of the most significant portions of the North Shore National Register District by allowing for the short-term rental of apartment units, under specific regulations and requirements.

On March 30, 2016, the Land Use Committee discussed the attached Ordinance and recommended that the City Commission refer the item to the Planning Board, with modifications. On April 13, 2016, the City Commission referred the item to the Planning Board (Item C4K).

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 set a Second Reading Public Hearing for September 14, 2016.

Advisory Board Recommendation:

On June 28, 2016, the Planning Board (by a 5-0 vote) transmitted the proposed ordinance amendment to the City Commission with a favorable recommendation.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016 **FIRST READING – PUBLIC HEARING**

SUBJECT: **Short-Term Rentals on Harding Avenue North Beach**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," OF CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," BY AMENDING DIVISION 2, ENTITLED "ACCESSORY USES"; BY AMENDING ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," BY AMENDING DIVISION 3, ENTITLED "SUPPLEMENTARY USE REGULATIONS," BY AMENDING SECTION 142-1111, ENTITLED "SHORT-TERM RENTAL OF APARTMENT UNITS OR TOWNHOMES," BY CREATING A NEW SUBSECTION (D), WHICH ESTABLISHES ELIGIBILITY REQUIREMENTS FOR SHORT-TERM RENTAL OF APARTMENT AND TOWNHOME RESIDENTIAL UNITS IN NORTH BEACH; LIMITING THE ELIGIBILITY TO THOSE PROPERTIES FRONTING HARDING AVENUE FROM THE SOUTH SIDE OF 73RD STREET TO THE NORTHERN BOUNDARY OF THE CITY; BY ESTABLISHING CONDITIONS PRECEDENT BEFORE A PROPERTY OWNER IS LEGALLY AUTHORIZED TO ENGAGE IN SHORT-TERM RENTALS; AND REQUIRE THE PROPERTY TO BE FULLY RENOVATED AND RESTORED IN ACCORDANCE WITH THOSE DELINEATED STANDARDS SET FORTH IN SUBSECTION (d)(1), WHICH MUST BE ACCOMPLISHED PRIOR TO THE ISSUANCE OF THE BUSINESS TAX RECEIPT PERMITTING SHORT-TERM RENTALS; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

BACKGROUND

On January 13, 2016, at the request of Commissioner Michael Grieco, the City Commission referred this request to the Land Use and Development Committee (Item C4H). The item was discussed at the February 17, 2016 Land Use Committee meeting, at which time the Committee directed the Administration to re-draft and modify the proposed ordinance for the March 30, 2016 meeting.

On March 30, 2016, the Land Use Committee recommended that the City Commission refer the draft ordinance to the Planning Board with the following modifications:

a. Only properties with a 'contributing' structure shall be eligible;
b. There may be a mix of short and long term rental units within a building, provided that long-term lease tenants are notified when short-term rental units are occurring in a building;
c. To allow for up to a three-year renovation period for the structure;
d. To permit management of the property from within the district;
e. To allow for an open application window for short term rentals.

On April 13, 2016, the City Commission referred the item to the Planning Board (Item C4K) in accordance with the following:

- Modify the minimum building renovation requirement to take place prior to the issuance of a CO or BTR.
- Provide mail notice to residents of Harding Avenue.
- Notify the administration at Biscayne Elementary School.

ANALYSIS

The RM-1 zoning district prohibits transient uses (rentals for periods of less than six months and one day) such as hotels and short-term rentals. Limited exceptions to this rule exist within the Flamingo Park, Espanola Way, and Collins Park Local Historic Districts, which allow for short-term rentals under certain circumstances. Additionally, the RM-1 district allows for hotel uses in the area affected by the proposed ordinance, as follows:

> *Sec. 142-152. - Main permitted uses.*
>
> *The main permitted uses in the RM-1 residential multifamily, low density district are single-family detached dwelling; townhomes; apartments;* ***hotels, for properties fronting Harding Avenue or Collins Avenue, from the City Line on the north, to 73rd Street on the south****; and bed and breakfast inn (pursuant to article V, division 7 of this chapter).*

The North Shore National Register District is an area of North Beach that is listed in the National Register of Historic Places, and includes the area of Harding Avenue noted above. As the area is not a locally designated historic district, incentives are used to encourage the restoration of contributing structures within the National Register District. In areas and situations where short-term rentals are permitted, it is required that buildings be renovated and restored.

In order to encourage the rehabilitation of contributing structures in one of the most significant portions of the North Shore National Register District, the proposed ordinance would allow for the short term rental of apartment units, under specific regulations and

requirements. Since the affected area already permits hotels, the proposed modification is not expected to create detrimental impacts.

PLANNING BOARD REVIEW

On May 28, 2016, the Planning Board continued the item to the June 28, 2016 meeting. On June 28, 2016, the Planning Board (by a 5-0 vote) transmitted the proposed ordinance amendment to the City Commission with a favorable recommendation. The Planning Board also recommended that subsection (d)(6) be stricken, as it overlaps with subsection (d)(9)D in terms of onsite management.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

CONCLUSION

The Administration recommends that the City Commission

1. Accept the recommendation of the Land Use and Development Committee via separate motion.

2. Approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

JLM/SMT/TRM/RAM

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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, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," OF CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," BY AMENDING DIVISION 2, ENTITLED "ACCESSORY USES"; BY AMENDING ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," BY AMENDING DIVISION 3, ENTITLED "SUPPLEMENTARY USE REGULATIONS," BY AMENDING SECTION 142-1111, ENTITLED "SHORT-TERM RENTAL OF APARTMENT UNITS OR TOWNHOMES," BY CREATING A NEW SUBSECTION (D), WHICH ESTABLISHES ELIGIBILITY REQUIREMENTS FOR SHORT-TERM RENTAL OF APARTMENT AND TOWNHOME RESIDENTIAL UNITS IN NORTH BEACH; LIMITING THE ELIGIBILITY TO THOSE PROPERTIES FRONTING HARDING AVENUE FROM THE SOUTH SIDE OF 73RD STREET TO THE NORTHERN BOUNDARY OF THE CITY; BY ESTABLISHING CONDITIONS PRECEDENT BEFORE A PROPERTY OWNER IS LEGALLY AUTHORIZED TO ENGAGE IN SHORT-TERM RENTALS; AND REQUIRE THE PROPERTY TO BE FULLY RENOVATED AND RESTORED IN ACCORDANCE WITH THOSE DELINEATED STANDARDS SET FORTH IN SUBSECTION (d)(1), WHICH MUST BE ACCOMPLISHED PRIOR TO THE ISSUANCE OF THE BUSINESS TAX RECEIPT PERMITTING SHORT-TERM RENTALS; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the rental of single-family and multi-family residential properties for periods of less than six months and one day are prohibited by the Land Development Regulations ("LDRs"); and

WHEREAS, the City desires to amend existing regulations pertaining to the short-term rental of apartments and townhomes in RM-1 Zoning Districts; and

WHEREAS, the amendment will regulate those properties located in North Beach, specialist fronting Haring Avenue from the south side of 73rd street to the Northen boundary of the city; and

WHEREAS, the City has determined that there is a potential for harm should transient rentals are permitted without appropriate regulations to pretect adverse enternal effects of such an intensive use; and

WHEREAS, the condition, requirements and regulations set forth in this amendment are consistent with, and further the public health, safety and welfare of the City and its rsesidences and visitors.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Division 3, entitled "Supplementary Use Regulations," of Article IV, entitled "Supplementary District Regulations," of Chapter 142, entitled "Zoning Districts and Regulations," of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Chapter 142

ZONING DISTRICTS AND REGULATIONS

* * *

ARTICLE IV. SUPPLEMENTARY DISTRICT REGULATIONS

* * *

DIVISION 3. SUPPLEMENTARY USE REGULATIONS

* * *

Sec. 142-1111. Short-term rental of apartment units or townhomes.

(a) Limitations and prohibitions.

(1) Unless a specific exemption applies below, the rental of apartment or townhome residential properties in districts zoned RM-1, RM-PRD, RM-PRD-2, RPS-1 and RPS-2, CD-1, RO, R0-3 or TH for periods of less than six months and one day.

(2) Any advertising or-advertisement that promotes the occupancy or use of the residential property for the purpose of holding commercial parties, events, assemblies, gatherings, or the occupancy of a residence for less than six months and one day, as provided herein, or use of the residential premises in violation of this section.

"Advertising" or "advertisement" shall mean any form of communication for marketing or used to encourage, persuade, or manipulate viewers, readers or listeners for the purpose of promoting occupancy of a residential property for the purpose of holding commercial parties, events, assemblies, gatherings, or the occupancy of a residence for less than six months and one day, as provided herein, upon the premises, as may be viewed through various media, including, but not limited to, newspaper, magazines, flyers, handbills television commercial, radio advertisement, outdoor advertising, direct mail, blogs, websites or text messages.

(3) None of the districts identified below shall be utilized as a hotel.

(b) Previously existing short-term rentals in specified districts. For a period of six months after June 19, 2010, owners of certain properties located in the following districts shall be eligible to apply for approval of a certificate of use permitting short-term rental of apartment and townhome residential units for these properties under the requirements and provisions set forth below.

(1) Eligibility: Properties within the RM-1 and TH zoning districts in the Flamingo Park and Espanola Way Historic Districts. Those properties that can demonstrate a current and consistent history of short-term renting, and that such short-term rentals are the primary source of income derived from that unit or building, as defined by the requirements listed below:

(A) For apartment buildings of four or more units, or for four or more apartment units in one or more buildings under the same City of Miami Beach Resort Tax ("resort tax") account. In order to demonstrate current, consistent and predominant short-term renting, the property must comply with all of the following:

(i) Have registered with the city for the payment of resort tax, or made resort tax payments as of January 1, 2016; and

(ii) Have resort tax taxable room revenue equal to at least 50 percent of total room revenue over the last two-year period covered by such payments; and

(iii) Have registered, with the State of Florida as a transient apartment or resort condominium pursuant to Chapter 509, Florida Statutes, as of March 10, 2010.

For properties containing more than one apartment building, elibibility must apply to an individual building satifsfying subsections (b)(1)(A)(i)—(iii) above.

(B) For apartment and townhouse buildings of three or less units, or for three or less apartment units in one or more buildings under the same state license. In order to demonstrate current, consistent and predominant short-term renting, the property must:

(i) Have been registered with the State of Florida as a resort dwelling or resort condominium pursuant to Chapter 509, Florida Statutes, as of March 10, 2010.

(2) Time periods for the districts identified in subsection (b)(1) to apply for short-term rental approvals.

(A) Owners demonstrating compliance with subsection (b)(1) above, shall apply for a certificate of use permitting short-term rental as detailed in subsection 142-1111(f), within a time period of six months from June 19, 2010, or be deemed ineligible to proceed through the process specified herein for legalization of short-term rentals.

(B) Within three months of June 19, 2010, eligible owners shall apply to obtain all necessary approvals to comply with the Florida Building Code, Florida Fire Prevention Code and with all other applicable life safety standards.

(C) Compliance with the applicable requirements of the Florida Building Code and Florida Fire Prevention Code shall be demonstrated by October 1, 2011, or rights to engage in short-term rental under this section shall be subject to restrictions and/or limitations as directed by the building official and/or fire marshal. This subsection shall not prevent these officials from undertaking enforcement action prior to such date.

(D) Applications under this section may be accepted until 60 days after April 11, 2012, upon determination to the planning director that a government licensing error prevented timely filing of the application.

(3) Eligibility within the Collins Waterfront Local Historic District. Owners of property located in the Collins Waterfront Local Historic District shall be eligible to apply for approval of a certificate of use permitting short-term rental of apartment and townhome residential units under the requirements and provisions set forth below:

(A) Only those properties located south of West 24th Terrace shall be eligible for short-term rentals.

(B) Only buildings classified as "contributing" in the city's historic properties database shall be eligible for short-term rentals. The building and property shall be fully renovated and restored in accordance with the Secretary of the Interior Guidelines and Standards, as well as the certificate of appropriateness criteria in chapter 118, article X of these Land Development Regulations.

(C) The property must have registered with the State of Florida as a transient or condominium pursuant to Chapter 509, Florida Statutes, as of the effective date of this ordinance.

(D) The property must have registered with the city for the payment of resort tax and made resort tax payments as of as of the effective date of this ordinance.

(E) Short-term rental use shall be based on a single use for the property. No building or property seeking to have short-term rentals will be permitted to have mixed residential uses.

(F) Any property seeking to have short-term rental will need to demonstrate that there is on-site management, 24 hours per day, seven days a week.

(G) The short-term rental use requires at least a seven-night reservation.

(4) Time period to apply for short-term rental approvals for those properties located in the Collins Waterfront Architectural District.

(A) Owners demonstrating compliance with subsection (b)(3), above, shall apply for a certificate of use permitting short-term rental as detailed in subsection 142-1111(e) within a time period of three months from the effective date of this ordinance, or be deemed ineligible to proceed through the process specified herein for legalization of short-term rentals.

(B) Within three months of the effective date of this ordinance, eligible owners shall have obtained all the necessary approvals to comply with the Florida Building Code, Florida Fire Prevention Code and with all other applicable life safety standards.

(C) Compliance with the applicable requirements of the Florida Building Code and Florida Fire Prevention Code, shall be demonstrated by the effective date of this ordinance, or rights to engage in short-term rental under this section shall be subject to restrictions and/or limitations as directed by the building official and/or fire marshal. This subsection shall not prevent the building or fire departments from undertaking enforcement action prior to such date.

(5) In the event a building approved for short-term rentals in accordance with subsections (b)(3) and (4), above, is demolished or destroyed, for any reason, the future use of any new or future building on that property shall not be permitted to engage in short-term rentals, nor apply for short-term rental approval.

(c) Regulations. For those properties eligible for short-term rental use as per (b) shall be permitted, provided that the following mandatory requirements are followed:

(1) Approvals required: applications. Owners, lessees, or any person with interest in the property seeking to engage in short-term rental, must obtain a certificate of use permitting short-term rental under this section. The application for approval to engage in short-term rentals shall be on a form provided for that purpose, and contain the

contact information for the person identified in subsection (3) below, identify the minimum lease term for which short-term rental approval is being requested, and such other items of required information as the planning director may determine. The application shall be accompanied by the letter or documents described in subsection (9) below, if applicable.

The application for a certificate of use permitting short-term rentals shall be accompanied by an application fee of $600.00.

(2) Time period. All short-term rentals under this section must be pursuant to a binding written agreement, license or lease. Each such document shall contain, at a minimum: the beginning and ending dates of the lease term; and each lessee's contact information, as applicable. No unit may be rented more frequently than once every seven days.

(3) Contact person. All rentals must be supervised by the owner, manager, or a local and licensed real estate broker or agent or other authorized agent licensed by the city, who must be available for contact on a 24-hour basis, seven days a week, and who must live on site or have a principal office or principal residence located within the districts identified in subsection (b). Each agreement, license, or lease, of scanned copy thereof, must be kept available throughout its lease term and for a period of one year thereafter, so that each such document and the information therein, is available to enforcement personnel. The name and phone number of a 24-hour contact shall be permanently posted on the exterior of the premises or structure or other accessible location, in a manner subject to the review and approval of the city manager or designee.

(4) Entire unit. Only entire apartment units and townhomes, as defined in section 114-1, legally created pursuant to applicable law, may be rented under this section, not individual rooms or separate portions of apartment units or townhomes.

(5) Rules and procedures. The city manager or designee may adopt administrative rules and procedures, including, but not limited to, application and permit fees, to assist in the uniform enforcement of this section.

(6) Signs. No signs advertising the property for short-term rental are permitted on the exterior of the property or in the abutting right-of-way, or visible from the abutting public right-of-way.

(7) Effect of violations on licensure. Approvals shall be issued for a one-year period, but shall not be issued or renewed, if violations on three or more separate days at the unit, or at another unit in any building owned by the same owner or managed by the same person or entity, of this section, issued to the short-term rental licensee were adjudicated either by failure to appeal from a notice of violation or a special master's determination of a violation, within the 12 months preceding the date of filing of the application.

(8) Resort taxes. Owners are subject to resort taxes for rentals under this section, as required by city law.

(9) Association rules. Where a condominium or other property owners' association has been created that includes the rental property, a letter from the association dated not more than 60 days before the filing of the application, stating the minimum rental period and the maximum number of rentals per year, as set forth under the association's governing documents, and confirming that short-term rentals as proposed by the owner's application under subsection (c)(1) above, are not prohibited by the association's governing documents, shall be submitted to the city as part of the application.

(10) Variances. No variances may be granted from the requirements of this section.

(d) Eligibility within North Beach. Properties zoned RM-1 in North Beach may be eligible to apply for approval of a certificate of use permitting short-term rental of apartment and townhome residential units. Eligibility set forth herein, is limited to those properties fronting Harding Avenue, from the City Line on the north, to 73rd Street on the south, and may be eligible for short-term rentals, provided, the following conditions, requirements, and provisions are satisfied:

(1) Short-term rentals, for those buildings classified as "contributing" in the North Shore National Register Historic District, must be fully renovated and restored in accordance with the Secretary of the Interior Guidelines and Standards, as well as the certificate of appropriateness criteria in chapter 118, article X of these Land Development Regulations, prior to the issuance of a Buisness Tax Receipt permitting short-term rentals at the Property.

(2) Apartment buildings, townhomes or condominiums under the same City of Miami Beach Resort Tax ("resort tax") account must demonstrate current and consistent short-term renting, and the property must comply with all of the following:

(A) Have registered with the city for the payment of resort tax, or made resort tax payments; and

(B) Have registered, with the State of Florida as a transient apartment or resort condominium pursuant to Chapter 509, Florida Statutes.

(3) Property owners demonstrating compliance with subsection (d) above, must apply for a certificate of use permitting short-term rental, or be deemed ineligible to proceed through the process specified herein for legalization of short-term rentals.

(4) Eligible property owners must apply to obtain all necessary approvals to comply with the Florida Building Code, Florida Fire Prevention Code and with all other applicable life safety standards.

(5) Compliance with the applicable requirements of the Florida Building Code and Florida Fire Prevention Code must be demonstrated propr to the issuance of the certificate of use, or rights to engage in short-term rental under this subsection shall be subject to restrictions and/or limitations as directed by the building official and/or fire

marshal. This subsection shall not prevent these officials from undertaking enforcement action prior to such date.

~~(6) Any property seeking to have short-term rental will need to demonstrate that there is on-site management, 24 hours per day, seven days a week.~~

~~(7)~~(6) The short-term rental use requires at least a seven-night reservation.

~~(8)~~(7) In the event a building approved for short-term rentals in accordance with this subsection, is demolished or destroyed, for any reason, the future use of any new or future building on that property shall not be permitted to engage in short-term rentals, nor apply for short-term rental approval.

~~(9)~~(8) Regulations. For those properties eligible for short-term rental use as per (d) may be permitted to engage in short-term rentals, provided that the following mandatory requirements are followed:

(A) Approvals required: applications. Property owners seeking to engage in short-term rental, must obtain a certificate of use permitting short-term rental under this section. The application for approval to engage in short-term rentals shall be on a form provided for that purpose, and contain the contact information for the person identified below, identify the minimum lease term for which short-term rental approval is being requested, and such other items of required information as the planning director may determine. The application shall be accompanied by the letter or documents described below, if applicable.

(B) The application for a certificate of use permitting short-term rentals shall be accompanied by an application fee of $1,000.00.

(C) Time period. All short-term rentals under this section must be pursuant to a binding written agreement, license or lease. Each such document shall contain, at a minimum: the beginning and ending dates of the lease term; and each lessee's contact information, as applicable. No unit may be rented more frequently than once every seven days.

(D) Contact person. All rentals must be supervised by the owner, manager, or a local and licensed real estate broker or agent or other authorized agent licensed by the city, who must be available for contact on a 24-hour basis, seven days a week, and who must live on site or have a principal office or principal residence located within the districts identified in subsection (a). Each agreement, license, or lease, of scanned copy thereof, must be kept available throughout its lease term and for a period of one year thereafter, so that each such document and the information therein, is available to enforcement personnel. The name and phone number of a 24-hour contact shall be permanently posted on the exterior of the premises or structure or other accessible location, in a manner subject to the review and approval of the city manager or designee.

(E) Entire unit. Apartment units and townhomes, as defined in section 114-1, legally created pursuant to applicable law, may be rented under this section, not individual rooms or separate portions of apartment units or townhomes.

(F) A property owner of an apartment building, townhome or condominium must provide written notification to those long-term tenants (prospective or current tenants with leases of six (6) months and one (1) day or longer), providing affirmative notice that short-term rentals are expressly permitted throughout the building or at the premises.

(G) Rules and procedures. The city manager or designee may adopt administrative rules and procedures, including, but not limited to, application and permit fees, to assist in the uniform enforcement of this section.

(H) Signs. No signs advertising the property for short-term rental are permitted on the exterior of the property or in the abutting right-of-way, or visible from the abutting public right-of-way.

(I) Effect of violations on licensure. Approvals shall be issued for a one-year period, but shall not be issued or renewed, if violations on three or more separate days at the unit, or at another unit in any building owned by the same owner or managed by the same person or entity, of this section, issued to the short-term rental licensee were adjudicated either by failure to appeal from a notice of violation or a special master's determination of a violation, within the 12 months preceding the date of filing of the application.

(J) Resort taxes. Property owners are subject to resort taxes for rentals under this section, as required by city law.

(K) Association rules. Where a condominium or other property owners' association has been created that includes the rental property, a letter from the association dated not more than 60 days before the filing of the application, stating the minimum rental period and the maximum number of rentals per year, as set forth under the association's governing documents, and confirming that short-term rentals as proposed by the owner's application under subsection (d) above, are not prohibited by the association's governing documents, shall be submitted to the city as part of the application.

(L) Variances. No variances will be granted from the requirements of this section.

~~(d)~~(e) Enforcement.

(1) Violations of Subsection 142-1111(a), shall be subject to the following fines. The special master shall not waive or reduce fines set forth herein.

A. If the violation is the first violation: $20,000.00.

B. If the violation is the second violation within the preceding 18 months: $40,000.00.

C. If the violation is the third violation within the preceding 18 months: $60,000.00.

D. If the violation is the fourth violation within the preceding 18 months: $80,000.00.

E. If the violation is the fifth or greater violation within the preceding 18 months: $100,000.00, and the suspension or revocation of the certificate of use.

Fines for repeat violations by the same offender shall increase regardless of locations. The Director of the Code Compliance Department must remit a letter to the Miami-Dade Property Appraiser and the Miami-Dade Tax Collector, with a copy of the Special Master Order adjudicating the violation, that notifies these governmental agencies that the single-family residential property was used for the transient rental or occupancy at the premises.

(2) In addition to or in lieu of the foregoing, the city may seek an injunction by a court of competent jurisdiction to enforce compliance with or to prohibit the violation of this section.

(3) Any code compliance officer may issue notices for violations of this section, with enforcement of subsection 142-1111(a), and alternative enforcement of subsection 142-1111(b) and (c) as provided in chapter 30 of this Code. Violations shall be issued to the owner, manager, real estate broker or agent, or authorized agent, or any other individual or entity that participates in or facilitates the violation of this section. In the event the record owner of the property is not present when the violation occurred or notice of violation issued, a copy of the violation shall be served by certified mail on the owner at its mailing address in the property appraiser's records and a courtesy notice to the contact person identified in subsection (c)(3) above.

(4) The advertising or advertisement for the transient rental, occupancy or short-term rental of the apartment or townhouse residential property for the purpose of allowing a rental for a period of less than six months and one day at the apartment or townhouse residential premises is direct evidence that there is a violation of Subsection 142-1111(a), which is admissible in any proceeding to enforce Subsection 142-1111(a). The advertising or advertisement evidence raises a rebuttable presumption that the residential property named in the Notice of Violation or any other report or as identified in the advertising or advertisement is direct evidence that the residential property was used in violation of Section 142-1111(a).

(5) Enhanced penalties. The following enhanced penalties must be imposed, in addition to any mandatory fines set forth in Subsection 142-1111(d) above, for violations of Subsection 142-1111(a):

(1) Enhanced Penalties for Subsection 142-1111(a):

(a) The transient rental or occupancy must be immediately terminated, upon confirmation that a violation has occurred, by the Miami Beach Police Department and the code Compliance Department.

(b) If the offense is a second offense within the preceding eighteen (18) month period of time, and the total square footage of all building(s), accessory building(s), dwelling(s) or structure(s) exceed 5,000 total square feet, then the Special Master must impose an additional fine of $25,000.00.

(c) A certified copy of an order imposing the civil fines and penalties must 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. The certified copy of an order must be immediately recorded in the public records, and the City may foreclose or otherwise execute upon the lien.

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, 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 5. 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 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
PHILIP LEVINE, MAYOR

ATTEST:

_____
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney AB 7-1-16 Date

Underline denotes additions
~~Strikethrough~~ denotes deletions
Double underline denotes additions after First Reading
~~Double strikethrough~~ denotes deletions after First Reading

(Sponsored by Mayor Philip Levine)

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
JULY 13, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016**, at the times listed, or as soon thereafter as the matter can be heard, to consider:

5:01 p.m.
An Ordinance Pertaining To The Subject Of A Six (6) Month Moratorium For The Two National Register Historic Districts Contained Within The North Beach Master Plan Study Area With The Following General Boundaries: (1) The "North Shore National Register District," Generally Bounded By 73rd Street To The South, Dickens Avenue, Hawthorne Avenue And Crespi Boulevard To The West, 87th Street To The North, And Collins Court To The East; And (2) "Normandy Isles National Register District:" Generally Bounded By Biscayne Bay To The South, Ray Street, Rue Notre Dame And Rue Versailles To The West, Normandy Shores Golf Course To The North, And The Western Bulkhead Of Indian Creek To The East; Imposing A Temporary Moratorium Upon The Receipt Of Or Processing Of Applications, Permits Or Pending Approvals Pertaining To Demolition Of Contributing Structures Within The Two National Register Historic Districts Within The North Beach Master Plan Study Area; Providing For An Effective Date Retroactive To June 8, 2016; For Zoning In Progress Purposes, This Ordinance Shall Be Effective Upon First Reading Of This Ordinance, And No Applications For Demolition Within The Designated Area Shall Be Accepted By The City; Providing For Exceptions; Providing For Severability; Repeal Of Conflicting Ordinance Provisions; And Providing For An Expiration Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:02 p.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 18 "PS Performance Standard District" And Chapter 114, "General Provisions," By Amending Sections 142-698 And 142-699 Regarding Maximum Building Height And Setbacks Requirements For The CPS-2 District; Amending Section 114-1 Regarding Definitions; Providing For Codification; Repealer; Severability; An Effective Date; And A Sunset Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550*

5:03 p.m.
An Ordinance Amending The Future Land Use Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Amending Policy 1.2 By Amending The Permitted Uses In The "General Mixed Use Commercial "Performance Standard" Category (C-PS2)" To Allow Public Transit Facilities As A Permitted Use; Amending The Transportation Element Of The Comprehensive Plan Of The City Of Miami Beach, Florida, By Creating Policy 4.6.1 Entitled "Enhanced Transit Infrastructure On Private Property" And By Amending The "Glossary Of Terms" To Include The Term "Transit Hub" And Related Definition *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:04 p.m.
An Ordinance Amending The City Code, By Amending Chapter 122, "Concurrency Management," By Amending Section 122-5, "Exemptions From Concurrency," To Exempt Uses At The Following City-Owned Facilities From The City's Concurrency Requirements: The North Shore Bandshell, The Ronald W. Shane Watersports Center, And The Miami Beach Botanical Garden; And Providing For Repealer, Codification, Severability, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:05 p.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 130, "Off-Street Parking," Article I, "In General," Article III, "Design Standards," Article V, "Fee In Lieu Of Parking Program," Article VI, "Parking Credit System," Article VII, "Surplus And Under-Utilized Parking Spaces," And Article IX, "Valet And Tandem Parking," By Amending And Clarifying Standards And Procedures For Off-Street Parking Requirements; Providing Codification; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:06 p.m.
An Ordinance Amending Chapter 142, "Zoning Districts And Regulations", Article II, "District Regulations," Division 18, "PS Performance Standard District," Section 142-693, "Permitted Uses," To Amend The Hours Of Operation, Location And Use Restrictions For Properties South Of Fifth Street; Providing That Existing Alcoholic Beverage Establishments Shall Be Deemed Legal Conforming Uses; And Providing For Codification, Repealer, Severability, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §166.041 F.S. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:07 p.m.
An Ordinance Amending The Comprehensive Plan Pursuant To The Procedures In Section 163.3184(3), Florida Statutes, By Modifying Chapter 1, Future Land Use Element, To Encourage The Use Of Landscaping Techniques That Enhance Stormwater Management And To Modify The Level Of Service For Storm Sewer Capacity; Chapter 5, Infrastructure Element, To Require That The Land Development Regulations Include A Freeboard Requirement For New Construction, To Modify The Level Of Service For Drainage Facilities Design Storm Standard, And To Incorporate The Use Of Stormwater Storage And Infiltration In Infrastructure Replacement Activities; Chapter 6, Conservation/ Coastal Zone Management Element To Encourage The Use Of Highly Water-Absorbent Native Plants And To Designate The City Of Miami Beach As An Adaptation Action Area (AAA) Pursuant To Section 163.3177(6)(g)(10), Florida Statutes; Chapter 8, Intergovernmental Coordination Element, To Require Coordination Between Agencies Addressing Issues Related To Sea Level Rise And Climate Change; Providing For Inclusion In The Comprehensive Plan; Transmittal; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-163 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

5:08 p.m.
An Ordinance Amending The Code Of The City Of Miami Beach, Subpart B, Entitled "Land Development Regulations," Of Chapter 142, Entitled "Zoning Districts And Regulations," By Amending Division 2, Entitled "Accessory Uses"; By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Division 3, Entitled "Supplementary Use Regulations," By Amending Section 142-1111, Entitled "Short-Term Rental Of Apartment Units Or Townhomes," By Creating A New Subsection (d), Which Establishes Eligibility Requirements For Short-Term Rental Of Apartment And Townhome Residential Units In North Beach; Limiting The Eligibility To Those Properties Fronting Harding Avenue From The South Side Of 73rd Street To The Northern Boundary Of The City; By Establishing Conditions Precedent Before A Property Owner Is Legally Authorized To Engage In Short-Term Rentals; And Require The Property To Be Fully Renovated And Restored In Accordance With Those Delineated Standards Set Forth In Subsection (d)(1), Which Must Be Accomplished Prior To The Issuance Of The Business Tax Receipt Permitting Short-Term Rentals; And Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. 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. 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 No. 1165

670

MIAMIBEACH

CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING

AN ORDINANCE AMENDING THE ELIGIBILITY REQUIREMENTS OF SHORT TERM RENTAL OF APARTMENT AND TOWNHOME RESIDENTIAL UNITS IN NORTH BEACH

JULY 13, 2016

NOTICE IS HEREBY given that a First Reading, Public Hearing, will be heard by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **July 13, 2016** at **5:08 p.m.**, or as soon thereafter as the matter can be heard, to consider the adoption of the following Ordinance:

An Ordinance Amending The Code Of The City Of Miami Beach, Subpart B, Entitled "Land Development Regulations," Of Chapter 142, Entitled "Zoning Districts And Regulations," By Amending Division 2, Entitled "Accessory Uses"; By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Division 3, Entitled "Supplementary Use Regulations," By Amending Section 142-1111, Entitled "Short-Term Rental Of Apartment Units Or Townhomes," By Creating A New Subsection (d), Which Establishes Eligibility Requirements For Short-Term Rental Of Apartment And Townhome Residential Units In North Beach; Limiting The Eligibility To Those Properties Fronting Harding Avenue From The South Side Of 73rd Street To The Northern Boundary Of The City; By Establishing Conditions Precedent Before A Property Owner Is Legally Authorized To Engage In Short-Term Rentals; And Require The Property To Be Fully Renovated And Restored In Accordance With Those Delineated Standards Set Forth In Subsection (d)(1), Which Must Be Accomplished Prior To The Issuance Of The Business Tax Receipt Permitting Short-Term Rentals; And Providing For Repealer, Severability, Codification, And An Effective Date.

This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. 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.

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 1174

Condensed Title:

An ordinance amending the Land Development Regulations to increase the allowable height for buildings in the TC-1 Town Center Core District to 125 feet.

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 amendment proposes to allow the construction of buildings in the TC-1 District to be up to 125 feet. Additionally it proposes that for properties fronting 71st Street that the first through fourth floors have a minimum setback of 10 feet, and that fifth through 12th floors have a minimum setback of 25 feet.

On June 15, 2016, the LUDC endorsed the proposal and recommended that the boundaries for the proposed height increase be consistent with the recommendation of the North Beach Master Planner.

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 set a Second Reading Public Hearing for September 14, 2016.

Advisory Board Recommendation:

On June 28, 2016, the Planning Board (by a 4-1 vote) transmitted the proposed ordinance amendment with a revised title and a modification that the required setbacks be incorporated into section 142-737 (b) to the City Commission with a favorable recommendation.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget.

City Clerk's Office Legislative Tracking:

Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016 **FIRST READING**

SUBJECT: **Ordinance Amendment: TC North Beach Town Center Districts**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS" ARTICLE II "DISTRICT REGULATIONS", DIVISION 20 "TC NORTH BEACH TOWN CENTER DISTRICTS", TO INCREASE THE ALLOWABLE HEIGHT FOR BUILDINGS IN THE TC-1 TOWN CENTER CORE DISTRICT TO 125 FEET AND TO MODIFY SETBACK REQUIREMENTS; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

BACKGROUND

On May 11, 2016, at the request of Commissioner John Alemán, the City Commission referred the subject Ordinance amendment (Item C4I) to the Land Use and Development Committee (LUDC). On June 15, 2016, the LUDC endorsed the proposal and recommended that the boundaries for the proposed height increase be consistent with the recommendation of the North Beach Master Planner.

On June 8, 2016, at the request of Commissioner Alemán, the City Commission referred the subject Ordinance amendment (Item C4D) to the Planning Board.

ANALYSIS

The Comprehensive Plan and the Land Development Code provide the intent behind the creation of the North Beach Town Center Districts (TC-1, TC-2, TC-3). The purpose of these districts is to promote development of a compact, pedestrian-oriented

town center consisting of a high-intensity employment center, vibrant and dynamic mixed-use areas and attractive residential living environments with compatible office uses and neighborhood-oriented commercial services.

The Town Center Districts are intended to encourage pedestrian-oriented development within walking distance of transit opportunities at densities and intensities that will help to support transit usage and town center businesses. It is the City's intent to enhance the community's character through the promotion of high-quality urban design, and within the TC-1 Town Center Core District, to promote compact development that will support the town center's role as the hub of community-wide importance for business, office, retail, governmental services, culture and entertainment.

The City has hired Dover Kohl and Partners to create a North Beach Master Plan. The first draft of the master plan was presented to the public on June 7, 2016. The proposed amendment is consistent with one of the master plan's first draft recommendations related to height within the Town Center Area. The draft recommends increasing the height of buildings to 125 feet in order to encourage slender towers, as opposed to lower "boxy" towers. This allows for buildings that block out smaller vertical portions of the sky, as opposed to lower bulkier towers that block out larger portions of the sky.

The attached ordinance proposes to allow additional height for buildings located in the TC-1 district, which may assist in improving the neighborhood by providing stimulus to the community through new commercial and residential uses. The additional height for buildings abutting 72nd Street will improve the overall urban design of the Town Center area corridor. As such the attached ordinance would allow the construction of buildings on a unified development site to be up to 125 feet without any additional increase in Floor Area Ratio (FAR).

The Land Use and Development Committee recommend that the boundaries of the proposed Ordinance be expanded to include all portions of the TC-1 District, from the initial proposal which only included those properties which fronted 71st Street. Additionally, the committee recommended that the setbacks suggested by the North Beach Master Planner be incorporated into the legislation as well. It is suggested that on properties fronting 71st Street that the first through fourth floors have a minimum setback of 10 feet, and that fifth through 12th floors have a minimum setback of 25 feet. These modifications are included in the attached ordinance.

PLANNING BOARD REVIEW

On June 28, 2016, the Planning Board (by a 4-1 vote) transmitted the proposed ordinance amendment, with a revised title, to the City Commission with a favorable recommendation. The Planning Board also recommended that the required setbacks be incorporated into section 142-737(b). This change has been included in the attached ordinance.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration City Administration evaluated the

long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have a negative fiscal impact upon the City.

CONCLUSION

The Administration recommends that the City Commission:

1. Accept the recommendation of the Land Use and Development Committee via separate motion.

2. Approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

JLM/SMT/TRM/RAM
T:\AGENDA\2016\July\Planning\TC-1 Height Amendment - First Reading MEM.docx

TC NORTH BEACH TOWN CENTER DISTRICTS

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS" ARTICLE II "DISTRICT REGULATIONS", DIVISION 20 "TC NORTH BEACH TOWN CENTER DISTRICTS", TO INCREASE THE ALLOWABLE HEIGHT FOR BUILDINGS IN THE TC-1 TOWN CENTER CORE DISTRICT TO 125 FEET AND TO MODIFY SETBACK REQUIREMENTS; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, a codified purpose of the North Beach Town Center districts is to promote development of a compact, pedestrian-oriented town center consisting of a high-intensity employment center, vibrant and dynamic mixed-use areas and attractive residential living environments with compatible office uses and neighborhood-oriented commercial services; and

WHEREAS, a codified purpose of the North Beach Town Center districts is to encourage pedestrian-oriented development within walking distance of transit opportunities at densities and intensities that will help to support transit usage and town center businesses; and

WHEREAS, a codified purpose of the North Beach Town Center districts is to create a place that represents a unique, attractive and memorable destination for residents and visitors; and

WHEREAS, a codified purpose of the North Beach Town Center districts is to enhance the community's character through the promotion of high-quality urban design; and

WHEREAS, a codified purpose of the TC-1 Town Center Core District is to promote high-intensity compact development that will support the town center's role as the hub of community-wide importance for business, office, retail, governmental services, culture and entertainment; and

WHEREAS, the North Beach Town Center area has seen limited improvement over the years and has faced financial constraints and neighborhood adjustments that have diminished the general condition of the neighborhood; and

WHEREAS, the City of Miami Beach seeks to encourage and incentivize new development within the North Beach Town Center area; and

WHEREAS, the City of Miami Beach desires to allow additional height for buildings in the TC-1 district, which may assist in improving the neighborhood by providing stimulus to the community through new commercial and residential uses; and

WHEREAS, additional height for buildings in the TC-1 district will improve the overall urban design of the Town Center Core District; and

WHEREAS, the amendment set forth below is necessary to accomplish all of the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 142, Article II entitled "District Regulations", Division 20 "TC North Beach Town Center Districts" is hereby amended as follows:

* * *

Sec. 142-737. Development Regulations.

(a) The development regulations in the TC-1, TC-2 and TC-3 town center districts are as follows:

District	Maximum Floor Area Ratio (FAR)	Maximum Building Height	Maximum Number of Stories
TC-1 Town Center Core	For lots equal to or less than 45,000 sq. ft.—2.25 For lots greater than 45,000 sq. ft.—2.75	~~75~~ 125 feet. ~~however, b~~Buildings fronting on 71st Street shall ~~not exceed 50 feet in height~~ be subject to the additional setbacks as follows; stories 1 – 4 shall be setback 10' and above the fourth story the building shall be setback 25'. ~~except that any portion of the building above 50 feet shall be set back an additional 1 foot for every 1 foot in height above 50 feet~~	~~7~~ 12 stories.

* * *

(b) *Setback requirements:* The minimum setback requirements for the TC-1, TC-2 and TC-3 districts are as follows. This includes all buildings, regardless of use, and subterranean parking structures. The minimum setbacks define the buildable area of the lot.

District	Front	Side Facing a Street	Interior Side	Rear
TC-1 Town Center	Frontages along 71st Street shall have a setback of ten (10) feet for the first	5 feet	10 feet when abutting a TC-3 district or a future	0 feet* abutting an alley or where there is a side lot line abutting 71st Street;

{37667990;4}

Core	four (4) stories and a setback of 25 feet above the fourth (4th) story; other frontages shall have a setback of 5 feet		alley designated on the infill regulating plan; otherwise it shall be 0 feet.	otherwise 10 feet. *Properties between Collins Avenue and Harding Avenue must provide access to the interior of the block for service vehicles as determined by the design review process.

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 _____, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

6/29/16

Eve Boutsis, City Attorney Date

{37667990;4}

First Reading: July 13, 2016
Second Reading: September 14, 2016

Verified by: _____
Thomas Mooney, AICP
Planning Director

Underscore denotes new language
~~Strikethrough~~ denotes removed language

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Condensed Title:

An ordinance amending the Land Development Regulations to modify the definition of floor area in a manner consistent with the definition of Floor Area Ratio (FAR) as existed on November 7, 2001, thus ensuring compliance with section 1.03(c) of the charter.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING

The proposed amendment reduces the area that is counted towards the maximum floor area of a building for basements. The amendment is consistent with the definition of FAR that existed prior to November 7, 2001, so a general referendum is not necessary for this amendment.

The Administration recommends that the City Commission approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

Advisory Board Recommendation:

On June 28, 2016, the Planning Board (by a 5-0 vote) transmitted the proposed ordinance amendment to the City Commission with a favorable recommendation.

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

T:\AGENDA\2016\July\Planning\Below Grade Floor Area - First Reading SUM.docx

MIAMIBEACH

AGENDA ITEM R5M

DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016 **FIRST READING**

SUBJECT: **Below Grade Floor Area – Contributing Buildings**

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 114, "GENERAL PROVISIONS," BY AMENDING THE DEFINITION OF FLOOR AREA; WHICH DEFINITION IS CONSISTENT WITH THE DEFINITION OF FLOOR AREA RATIO (FAR) AS EXISTED ON NOVEMBER 7, 2001, THUS ENSURING COMPLIANCE WITH SECTION 1.03(c) OF THE CHARTER; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

HISTORY

On June 8, 2016, at the request of Commissioner Alemán, the City Commission referred the subject Ordinance amendment (Item C4T) to the Planning Board.

ANALYSIS

Section 114-1 of the Land Development Regulations defines the criteria for areas that count towards a buildings floor area limitations provided for through the Floor Area Ratio (FAR) permitted in each zoning district within the City. The criteria exempts certain portions of a building from counting towards the floor area limitations. The proposed amendment modifies the exemptions from floor area as follows:

> ***Floor area*** *means the sum of the gross horizontal areas of the floors of a building or buildings, measured from the exterior faces of exterior walls or from the exterior face of an architectural projection, from the centerline of walls separating two attached buildings. However, the floor area of a building shall not include the following unless otherwise provided for in these land development regulations.*

* * *

> *(1) Floor area located below grade when the top of the slab of the ceiling is located at or below grade. However, if any portion of the top of the slab of the ceiling is above grade, the floor area that is below grade shall be included in the floor area ratio calculation. Despite the foregoing, for existing contributing structures that are located within a local historic district, national register historic district, or local historic site, when the top of the slab of an existing ceiling of a partial basement is located above grade, one-half of the floor area of the corresponding floor that is located below grade shall be included in the floor area ratio calculation.*

As basements are primarily below the level of the sidewalk, their impact on the overall scale of a building, as well as its surroundings, is not as great as a floor that is fully above the sidewalk level. Although the modification proposed herein reduces the area that is counted towards the maximum floor area of a building for basements, its application is very limited. It is the intention of this ordinance amendment to improve the economics for the restoration of contributing buildings with existing basements in local historic districts. It also incentivizes the preservation of contributing structures with basements in National Register Historic Districts.

City Charter Issues

Since the amendment relates to the definition of Floor Area Ratio (FAR), the proposal must be reviewed for consistency with City Charter Section 1.03 (c), which partially states:

> *The floor area ratio of any property or street end within the City of Miami Beach shall not be increased by zoning, transfer, or any other means from its current zone floor area ratio as it exists on the date of adoption of this Charter Amendment (November 7, 2001), including any limitations on floor area ratios which are in effect by virtue of development agreements through the full term of such agreements, unless such increase in zone floor area ratio for any such property shall first be approved by a vote of the electors of the City of Miami Beach.*

The definition of floor area ratio in effect on November 7, 2001 included the following exemption from the calculation of floor area:

> *(9) Floor area located below grade; however, if the ceiling is above grade, one half of the floor area that is below grade shall be included in the floor area ratio calculation.*

On June 11, 2014, the City Commission adopted Ordinance 2014-3876, which amended a portion of the definition of Floor Area, to clarify and narrow the definition to the following:

> *(9) Floor area located below grade when the top of the slab of the ceiling is located at or below grade.~~; however,~~ However, if any portion of the top of the slab of the ceiling is above grade, ~~one-half of~~ the floor area that is below grade shall be included in the floor area ratio calculation.*

The proposed amendment partially reinstates the exemption that existed prior to June 11, 2014, and that was in effect on November 7, 2001, when the City Charter provision related to FAR went into effect. It reinstates the provision regarding the counting of half of the floor area below grade if any portion of the slab or ceiling is above grade only for contributing buildings in a local historic district, national register district, or local historic sites. The regulation in effect prior to June 11, 2014 counted for all buildings. Since the regulation proposed by the amendment is more restrictive than the FAR regulations in effect on November 7, 2001, a general referendum on the amendment is not required.

PLANNING BOARD REVIEW

On June 28, 2016, the Planning Board (by a 5-0 vote) 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 set a Second Reading Public Hearing for September 14, 2016.

JLM/SMT/TRM/RAM
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BELOW GRADE FLOOR AREA – CONTRIBUTING BUILDINGS

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 114, "GENERAL PROVISIONS," BY AMENDING THE DEFINITION OF FLOOR AREA; WHICH DEFINITION IS CONSISTENT WITH THE DEFINITION OF FLOOR AREA RATIO (FAR) AS EXISTED ON NOVEMBER 7, 2001, THUS ENSURING COMPLIANCE WITH SECTION 1.03(c) OF THE CHARTER; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, Section 1.03 of the City Charter, entitled "Powers of the City", provides as follows:

> (c) The floor area ratio of any property or street end within the City of Miami Beach shall not be increased by zoning, transfer, or any other means from its current zoned floor area ratio as it exists on the date of adoption of this Charter Amendment [November 7, 2001], including any limitations on floor area ratios which are in effect by virtue of development agreements through the full term of such agreements, unless any such increase in zoned floor area ratio for any such property shall first be approved by a vote of the electors of the City of Miami Beach; and

WHEREAS, Section 1.03 of the City Charter requires the approval of the City's voters in order to increase the Floor Area Ratio (FAR) of any property or street end by zoning, transfer, or any other means, from the FAR allowed as of November 7, 2001; and

WHEREAS, floor area is defined at Section 114-1 of the land development regulations; and

WHEREAS, as of November 7, 2001, the exceptions to the definition of "floor area" in the City's land development regulations included the following provision:

> (9) Floor area located below grade; however, if the ceiling is above grade, one half of the floor area that is below grade shall be included in the floor area ratio calculation; and

WHEREAS, on June 11, 2014, the City adopted Ordinance 2014-3876, which amended a portion of the definition of floor area, to clarify and narrow the definition, as follows:

> "(9) Floor area located below grade <u>when the top of the slab of the ceiling is located at or below grade.</u>~~; however,~~ <u>However,</u> if <u>any portion of the top of the slab of</u> the ceiling is above grade, ~~one-half of~~ the floor area that is below grade shall be included in the floor area ratio calculation"; and

WHEREAS, the Mayor and City Commission desire to amend subsection (9) to the definition of floor area, so that Floor Area Ratio (FAR) can be calculated, as it relates to *existing contributing structures*, *located within a local historic district, national register historic district or local historic site*, to allow a one-half floor area calculation for floor area located below grade, when the top of the slab of an existing ceiling is located above grade; and

WHEREAS, the proposed modification is consistent with charter provision 1.03(c), as the modification would conform the definition of FAR for existing historic and contributing structures, back to the definition that existed on November 7, 2001; and

WHEREAS, this modification would not affect new construction, which new construction would continue to be calculated pursuant to Ordinance 2014-3876, requiring the entire floor area located below grade to be calculated against a property's allowable FAR, if any portion of the top of the slab of the ceiling is above grade; and

WHEREAS, the City desires to more accurately measure the scale and massing of development by updating the definitions in the land development regulations; and

WHEREAS, the regulation in effect prior to June 11, 2014 applied to all buildings, and provided a "one-half" FAR calculation as to floor area located below grade; and

WHEREAS, as the definition of FAR set forth in this Ordinance remains equal to or more restrictive than the FAR regulations in effect on November 7, 2001, a general referendum on the amendment is not required, because the FAR definition that existed on November 7, 2001, is not being amended to allow an "increase[] by zoning, transfer, or any other means from its current zoned floor area ratio as it exists on the date of adoption of this Charter Amendment [November 7, 2001]";

WHEREAS, the limited change in the definition of floor are is in the best interest of the City.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

SECTION 1. City Code Chapter 114, "General Provisions," is hereby amended as follows:

CHAPTER 114
GENERAL PROVISIONS

Sec. 114-1. Definitions.

The following words, terms and phrases when used in this subpart B, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Floor area means the sum of the gross horizontal areas of the floors of a building or buildings, measured from the exterior faces of exterior walls or from the exterior face of an architectural projection, from the centerline of walls separating two attached buildings. However, the floor area of a building shall not include the following unless otherwise provided for in these land development regulations.

* * *

(1) Accessory water tanks or cooling towers.

(2) Uncovered steps.

(3) Attic space, whether or not a floor actually has been laid, providing structural headroom of less than seven feet six inches.

(4) Terraces, breezeways, or open porches.

(5) Floor space used for required accessory off-street parking spaces. However, up to a maximum of two spaces per residential unit may be provided without being included in the calculation of the floor area ratio.

(6) Commercial parking garages and noncommercial parking garages when such structures are the main use on a site.

(7) Mechanical equipment rooms located above main roof deck.

(8) Exterior unenclosed private balconies.

(9) Floor area located below grade when the top of the slab of the ceiling is located at or below grade. However, if any portion of the top of the slab of the ceiling is above grade, the floor area that is below grade shall be included in the floor area ratio calculation. Despite the foregoing, for existing contributing structures that are located within a local historic district, national register historic district, or local historic site, when the top of the slab of an existing ceiling of a partial basement is located above grade, one-half of the floor area of the corresponding floor that is located below grade shall be included in the floor area ratio calculation.

(10) Enclosed garbage rooms, enclosed within the building on the ground floor level.

Volumetric buildings, used for storage, where there are no interior floors, the floor area shall be calculated as if there was a floor for every eight feet of height.

When transfer of development rights are involved, see chapter 118, article V for additional regulations that address floor area.

SECTION 2. Repealer.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith 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 _____, 2016.

_____
Philip Levine
Mayor

ATTEST:

_____
Rafael E. Granado
City Clerk

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 6/30/16
City Attorney Date

First Reading: July 13, 2016
Second Reading: September 13, 2016

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

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Condensed Title:

An Ordinance amending the Land Development Regulations of the City Code as it pertains to the landscaping standards.
An Ordinance amending Chapter 46 of the City Code to be consistent with the proposed landscaping standards.

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 ordinances would amend Chapter 126 of the Land Development Regulations (LDRs) of the City Code in order to expand the applicability and submittal requirements for landscape plans, expand minimum landscape standards, detail maintenance requirements, and establish a tree trust fund for the deposit of funds generated from not complying with requirements. Chapter 130 of the LDRs would be amended to incorporate landscape standards for parking lots into the landscape ordinance, and Chapter 46 of the City Code would be amended to be consistent with the proposed amendments to Chapter 126.

On February 17, 2016, the Land Use and Development Committee recommended that the ordinance be sent to the Planning Board with a favorable recommendation, including the current requirement that homeowners maintain swale trees. On March 9, 2016, the City Commission referred the subject ordinance amendment (Item C4B) 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 set a Second Reading Public Hearing for September 14, 2016.

Advisory Board Recommendation:

On April 19, 2016, the Planning Board transmitted the proposed ordinance with modifications to the City Commission with a favorable recommendation (vote 7 to 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 five years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least five 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 R5N
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016 **FIRST READING**

SUBJECT: **Revisions to Chapter 126 and 46 Pertaining to Landscaping**

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 126, "LANDSCAPING," BY EXPANDING THE APPLICABILITY, SUBMITTAL REQUIREMENTS FOR LANDSCAPE PLANS, EXPANDING MINIMUM LANDSCAPE STANDARDS, DETAILING MAINTENANCE REQUIREMENTS FOR REQUIRED LANDSCAPING, AND ESTABLISHING A TREE TRUST FUND FOR THE DEPOSIT OF FUNDS GENERATED FROM NOT COMPLYING WITH LANDSCAPE REQUIREMENTS; BY AMENDING CHAPTER 130, ENTITLED "OFF-STREET PARKING," ARTICLE III, ENTITLED "DESIGN STANDARDS," TO INCORPORATE LANDSCAPE STANDARDS FOR TEMPORARY AND PROVISIONAL PARKING LOTS INTO THE CITY OF MIAMI BEACH LANDSCAPE ORDINANCE; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

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 46, "ENVIRONMENT", ARTICLE II, "CARE AND MAINTENANCE OF TREES AND PLANTS", DIVISION 2, "TREE PRESERVATION AND PROTECTION," BY TO MODIFY THE DIAMETER AT BREAST HEIGHT OF NON-SPECIMEN TREES; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission: 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and set a Second Reading Public

Hearing for September 14, 2016.

BACKGROUND

On June 10, 2015, at the request of Commissioner Malakoff, the City Commission referred the subject Ordinance amendment (Item C4I) to the Land Use and Development Committee. Additionally, the matter was referred to the Planning Board.

On June 17, 2015, the Land Use and Development Committee discussed the item and continued it to the July 29, 2015 meeting. The Committee directed the Administration to prepare an ordinance amendment to Chapter 126 and to Chapter 46, so that the two chapters of the Code are consistent.

On July 29, 2015, the Land Use and Development Committee requested that recommendations from the Greenspace/Tree Advocacy Group (GTAG) be incorporated into the Ordinance and continued the item to the September 9, 2015 meeting. On September 9, 2015, the Land Use and Development Committee continued the item to the November 18, 2015 meeting. The November 18, 2015 and December 2, 2015 meetings of the Land Use and Development Committee were cancelled; therefore, the item was continued to the January 20, 2016 meeting. On January 20, 2016, the Land Use and Development Committee discussed the proposed ordinance and continued it to the February 17, 2016 meeting.

On February 17, 2016, the Land Use and Development Committee recommended that the ordinance be sent to the Planning Board with a favorable recommendation, including the current requirement that homeowners maintain swale trees. On March 9, 2016, the City Commission referred the subject ordinance amendment (Item C4B) to the Planning Board.

On May 11, 2016, the City Commission opened and continued First Reading of the item to July 13, 2016 in order to allow for the review of the item for consistency with Miami-Dade County's minimum landscape requirements.

ANALYSIS

According to the U.S. Department of Agriculture (USDA) Forest Service trees are a valuable resource worth three times their initial investment. They reduce carbon dioxide and air pollutants, reduce energy costs by providing shade, and increase the frequency of shopping and amount spent in commercial areas by creating a more comfortable atmosphere, and increase property values, among other benefits.

Chapter 126 of the Land Development Regulations (LDR's) provides the City's existing minimum landscape standards for private properties. The requirements of the landscape regulations are applicable to all building permits for new construction, substantial rehabilitation or additions to existing buildings when located in areas designated for design review, conditional use or variance procedures and property in the redevelopment area. Additionally, permits for demolition require a landscape survey to insure that valuable existing trees are not damaged or destroyed. Trees that have a trunk diameter of eight or more inches may not be removed without the approval of the Environment and Sustainability Division, Urban Forrester.

These standards are generally consistent with the minimum landscape standards of Miami-Dade County. However, these standards are currently insufficient to achieve

many of the benefits described by the USDA and desired by the City.

As the need to protect existing tree species has become more apparent, revisions to Chapter 126 of the LDR's are in order, to compliment and be consistent with the requirements of Chapter 46, Article II of the City Code pertaining to the care and maintenance of trees and plants. The attached ordinances propose updates to Chapter 126 of the LDR's, as well as to Chapter 46 of the City Code, to be consistent with established policy goals of enhanced landscaping and the preservation of existing tree canopy in the City. These modifications will complement the City's other efforts in tree protection, such as assuming the responsibility for tree removal permits from Miami-Dade County, which occurred on June 15, 2015. The analysis that follows details the proposed modifications.

City of Miami Beach Landscape Ordinance

Staff has developed a draft landscape ordinance that establishes minimum landscape standards utilizing best practices for South Florida in order to accomplish the following:

- Enhance, improve, and maintain the quality of landscape.
- Prevent the destruction of the City's existing tree canopy and promote its expansion.
- Improve the aesthetic appearance of new development and protecting designated historic landscapes.
- Promote sound landscaping principles through the use of drought and salt tolerant plant species and also to promote planting the right tree and plant in the right place.
- Promote the use of trees and shrubs for energy conservation, thereby helping to offset global warming and local heat island effects.

Submittal Requirements

The proposed ordinance establishes that the following types of plans must be submitted with building permit applications for new construction, substantial rehabilitation or additions to existing buildings, as well as applications submitted for land use board approval:

- Vegetation Survey
- Tree Disposition Plan
- Landscape Plan
- Irrigation Plan
- Site and Landscape Lighting Plan

The ordinance requires that the vegetation survey be prepared by a professional land surveyor licensed to practice in the state of Florida. It also requires that the landscape plans be prepared by a landscape architect licensed to practice in the State of Florida. In addition, it requires that irrigation plans and the site and landscape lighting plans be prepared by a landscape architect or other persons authorized by Chapter 481, Florida statutes.

The proposal also requires that no permit for development activity be issued unless any necessary tree removal permits have been obtained or it has been determined that no

tree removal permit is required pursuant to the tree preservation and protection criteria described in Chapter 46 of the City Code.

Minimum Standards
The proposed ordinance establishes minimum standards for the following criteria:

- Trees
- Lawn Grass/Sod Area
- Minimum Number of Trees
- Large Shrubs or Small Trees
- Shrubs
- Vines
- Groundcover and Grasses
- Soil
- Fertilizer
- Mulch
- Plant Quality
- Buffers between dissimilar Land Uses
- Landscaped Areas in Permanent Parking Lots
- Temporary and Provisional Parking Lot Standards
- Landscape Installation
- Irrigation
- Landscape Maintenance

The existing landscaping standards generally require that there be one canopy tree or grouping of three palms for every 25 linear feet of frontage in required yards. The proposed ordinance includes more specific criteria as to the dimensions, spacing, and types of trees. A table indicates the number of trees per lot in each of the various zoning districts throughout the City. In an effort to improve the City's canopy and increase shade, the proposed ordinance indicates that, although permitted, palm trees do not count towards meeting the minimum tree canopy requirements.

The proposed ordinance also establishes a Tree Trust Fund. Should an applicant not be able to accommodate the required landscaping onsite or offsite in a public space approved by the City, the applicant has the option of paying into the Tree Trust. The revenue in the fund can be used for projects such as street tree plantings, tree plantings in public lands, and projects that restore and enhance the City's tree canopy.

The standards for soil, fertilizer, mulch, plant quality, installation, irrigation, and maintenance are intended to ensure that landscaping that is planted within the City survives and thrive. It requires that if a tree that is used to satisfy the minimum requirements of the code dies, that it be replaced with the same type of landscape material or an approved substitute.

In an effort to improve sustainability and reduce groundwater withdrawals, the standards encourage the use of treated brown and grey water for the use of irrigation in order to conserve potable water. The ordinance proposes that guides and standards be created by the City in order to encourage and regulate them.

Modifications to Chapter 46 are also proposed, as a separate ordinance, in order to be consistent with the revisions to Chapter 126. The modifications include reducing the minimum review caliper from 12 inches to six inches.

PLANNING BOARD REVIEW

On April 19, 2016, the Planning Board (by a 7-0 vote) transmitted the proposed Ordinance with modifications to the City Commission with a favorable recommendation. The modifications are described below:

- Section 126-2: Provide a definition for "Net Lot Area".
- Section 126-6 (c)(1): Add "roofs" to the list of upper level areas.
- Section 126-10: Clarify that buffers are to be provided "by the non-residential property if applying for new construction".
- Section 126-11: Remove requirements (a) and (b); clarify the requirements for bulb outs in parallel parking rows; and incorporate standards (a), (a)(4) and (a)(6) from Temporary Parking Lot standards.
- Section 126-12 (b): Incorporate standard (a)(4) from Temporary Parking Lot Standards.
- Section 126-17: Allow for a 30-day cure period.
- Incorporate an applicability clause for projects that have applied for a Land Use Board hearing or have a building permit process number as of the date of second reading of the ordinance.

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

At the request of the City Commission, the Public Works Department has taken an inventory of the number and geographic distribution of the small, medium, and large trees and palms in every right-of-way throughout the City. Based upon this inventory, and the necessary pruning/maintenance frequencies for each type of tree/palm, it was determined that a hybrid (contractor/in-house staff,) approach will serve the City best as it pertains to maintenance. In order to properly and routinely maintain the close to ten thousand trees and palms in the City year-round to proper arboricultural standards, the following costs would be incurred:

- Approximately $1,300,000 in tree specialist contractor fees.
- Approximately $236,000 in salaries and benefits for the addition of two licensed professional tree trimmers to be added to Greenspace Mgt.'s existing Tree Crew.

The total estimated cost of this effort would be approximately $1,536,000.00 annually.

The Administration has sought a review of the proposed Landscape Ordinance by Miami-Dade County to ensure consistency with the County's minimum landscape requirements that apply to municipalities. At the Planner's Technical Committee meeting of June 3, 2016, County staff verbally indicated that the proposal appeared to comply

with County standards. However, as of this writing, the City has not received written confirmation from the County, which will be required prior to the Second Reading adoption of the legislation in September.

CONCLUSION

The Administration recommends that the City Commission 1) accept the recommendation of the Land Use and Development Committee via separate motion; and 2) approve the attached Ordinance at First Reading and set a Second Reading Public Hearing for September 14, 2016.

JLM/SMT/TRM/RAM
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CHAPTER 126 - LANDSCAPE ORDINANCE

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 126, "LANDSCAPING," BY EXPANDING THE APPLICABILITY, SUBMITTAL REQUIREMENTS FOR LANDSCAPE PLANS, EXPANDING MINIMUM LANDSCAPE STANDARDS, DETAILING MAINTENANCE REQUIREMENTS FOR REQUIRED LANDSCAPING, AND ESTABLISHING A TREE TRUST FUND FOR THE DEPOSIT OF FUNDS GENERATED FROM NOT COMPLYING WITH LANDSCAPE REQUIREMENTS; BY AMENDING CHAPTER 130, ENTITLED "OFF-STREET PARKING," ARTICLE III, ENTITLED "DESIGN STANDARDS," TO INCORPORATE LANDSCAPE STANDARDS FOR TEMPORARY AND PROVISIONAL PARKING LOTS INTO THE CITY OF MIAMI BEACH LANDSCAPE ORDINANCE; 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, it is the City's intent to prevent the destruction of the City's existing tree canopy and promote its expansion; and

WHEREAS, it is in the best interest of the City to improve the aesthetic appearance of new development and protecting designated historic landscapes; and

WHEREAS, the City seeks to promote sound landscaping principles through the use of drought and salt tolerant plant species and also to promote planting the right tree and plant in the right place; and

WHEREAS, the City seeks to promote the use of trees and shrubs for energy conservation, thereby helping to offset global warming and local heat island effects; and

WHEREAS, the City seeks increase the tree canopy in order to provide shade and coolness in order to encourage pedestrian activity and reduce reliance on single occupancy vehicles; and

WHEREAS, the City seeks to increase and improve green space in order to improve storm water management; and

WHEREAS, the City seeks to utilize landscaping in order to ameliorate noise impacts and light pollution; and

WHEREAS, the City seeks to promote the use of canopy trees to sequester carbon dioxide emissions and that increase climate change; and

WHEREAS, the adoption of the provisions 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. Chapter 126, entitled "Landscaping," of the Code of the City of Miami Beach is hereby amended as follows:

* * *

Chapter 126 - LANDSCAPE~~ING~~ REQUIREMENTS

Sec. 126-1 – Intent and Purpose

It is the intent of these regulations to establish minimum landscape standards for the City of Miami Beach that enhance, improve and maintain the quality of the landscape, and to:

(a) Prevent the destruction of the City's existing tree canopy and promote its expansion.

(b) Improve the aesthetic appearance of new development and protecting designated historic landscapes.

(c) Promote sound landscaping principles through the use of drought and salt tolerant plant species and also to promote planting the right tree and plant in the right place.

(d) Promote the use of trees and shrubs for energy conservation, thereby helping to offset global warming and local heat island effects.

(e) Provide shade

(f) Improve stormwater management.

(g) Ameliorate noise impacts and light pollution.

(h) Promote the use of canopy trees to sequester carbon dioxide emissions.

Sec. 126-2 – Definitions

The Definitions Section within Chapter 46- Environment, of the Code of the City of Miami Beach, forms part of this regulation. For the purposes of this Chapter, the following words and phrases shall have the meaning respectively ascribed to them by this Section:

American National Standards Institute A-300 Tree Care Standards Manual ("ANSI A-300 Standards") is a tree manual which establishes performance standards for the care and maintenance of trees, shrubs, and other woody plants.

Applicant: A person who is the owner, authorized agent of the owner, or lessee of a property under a written lease authorized to apply for a building permit.

Base plan: A plan of the project site, drawn to scale that shows all proposed ground floor improvements and clearly defines all landscape areas. This plan is used as a base for the required plans in this ordinance.

Buildable area: The portion of the site exclusive of the required yard areas as defined by the zoning ordinance of the City and its successors.

Clear wood / clear trunk: A measurement of the woody trunk taken from grade to the beginning of the fronds or branches used to determine the sizes of certain palms and trees.

Controlled tree species: Those tree species listed in the Miami-Dade County Landscape Manual and included within Section 24-49 (f) I & II of the Miami-Dade County Code which tend to become nuisances because of their ability to invade proximal native plant communities or native habitats, but which, if located and cultivated properly may be useful or functional as elements of landscape design.

Crown or canopy: The upper part of a tree, measured from the lowest branch, including all branches and foliage.

Energy conservation zone: The areas close to buildings that are planted with trees, palms, and shrubs, in order to provide optimal shading patterns on absorbing surfaces within 20 feet of the building, walls, windows, and the immediately adjacent ground.

Exotic tree species: A plant species that has been introduced from other regions, and is not native to the region to which it is introduced.

Forbs: A broad-leaved herb other than a grass, especially one growing in a field or meadow.

Environment and Sustainability Department: The agency of the City charged with implementing specific tree protection standards, or a successor division or department as determined by the City Manager or his/her designee.

Grey wood: A measurement used to determine the sizes of Royal Palms taken from grade to the smooth green five-foot-high region above the trunk called the "crownshaft."

Landscape manual: The Miami-Dade County Landscape Manual, latest edition, which is the official landscape manual issued by Miami-Dade County, Florida, and incorporated herein by reference. The landscape manual, as amended from time to time, is adopted by reference by the City and deemed incorporated by reference as if set forth herein. If a conflict arises between the landscape manual and this Chapter, the latter shall prevail.

Large shrubs or small trees: Mid-level woody plants, trees, and palms, that comply with the minimum size requirements described in this Chapter, planted as an understory to large canopy trees, palms, and planted with smaller shrubs and groundcover plantings, in order to achieve a layering of plants.

Native tree species: Plant species with geographic distribution indigenous to all or part of Miami-Dade County. Plants which are described as being native to Miami-Dade County in botanical manuals such as, the Miami-Dade County Landscape Manual, are considered native plant species within the meaning of this definition.

Net lot area: the total horizontal area within the lot lines of the lot.

Owner: Any person, entity, corporation, partnership, trust, holding company, limited liability company or any other legally recognized entity that is the legal, beneficial or equitable owner of any interest whatsoever in the property. Owner shall include any purchaser, assignee, successor, or transferee of any interest whatsoever in the property regarding any provisions of this Chapter.

Roots/root systems: The tree part containing the organs used for extracting water, gases and nutrients from the soil and atmosphere.

Site plan: A drawing illustrating a proposed development drawn to scale indicating site elevations, roadways and location of all relevant site improvements including structures, parking, other paved areas, ingress and egress drives, landscaped open space and signage.

Sound nursery practices: The procedures of landscape nursery work that comply with the standards set by the state department of agriculture and consumer services.

Spread: The average diameter of the crown of a tree.

Substantial rehabilitation: Buildings which are repaired or rehabilitated by more than 50 percent of the value of the building as determined by the building official.

Tree: Any self-supporting woody plant or palm which usually has a single main axis or trunk, that comply with the minimum size requirements described in this Chapter. This definition excludes plants which are defined as shrubs, hedges, vines, or ground covers.

Viable tree: A tree, which in the judgment of the City of Miami Beach Urban Forester is capable of sustaining its own life processes, unaided by man for a reasonable period of time.

Sec. 126-3 – Short Title and Applicability

(a) ***Title.*** This regulation shall be known and may be cited as the "City of Miami Beach Landscape Ordinance".

(b) ***Applicability.*** All building permits for new construction, substantial rehabilitation or additions to existing buildings, and projects that are reviewed under the conditional use, variance, design review, and / or certificate of appropriateness processes, inclusive of City projects. The Planning Director, or designee shall conduct all landscape reviews pursuant to the regulations set forth in this Chapter and consistent with the design review or certificate of appropriateness regulations, as applicable and as set forth in Chapter 118 of these land development regulations. The landscape review shall include but not be limited to parking decks, all required yards, decks associated with recreational facilities, or any open space areas that are visible to the public.

(c) ***New Development and Permits for demolition or wrecking.*** Permits for new development and for demolition or wrecking shall require a vegetation survey pursuant to Section 126-4 (a), in order to insure that valuable existing trees are not damaged or destroyed.

Sec. 126-4 – Plans Required

All plans required in this Chapter shall be reviewed by the Planning Department in accordance with the Code of the City of Miami Beach, the guidelines and illustrations provided in the Miami-Dade County Landscape Manual, as well as the Guide to Florida Friendly Landscaping provided by the Florida Yards and Neighborhoods Program. The following shall be required:

(a) Vegetation Survey

Vegetation Survey(s) shall be prepared by, and bear the seal of, a professional land surveyor, licensed to practice in the State of Florida.

Vegetation survey(s) shall provide the accurate location, identification and graphic representation of all existing trees inclusive of the canopy dripline that are a minimum of 10 feet in height and a minimum of three (3) inches in diameter at breast height (DBH) and existing palms that are a minimum of 10 feet in height and a minimum of four (4) inches DBH.

Existing trees and palms shall not be removed until it has been determined that no tree removal permit is required or that a valid tree removal permit has been issued in compliance with Chapter 46 of the Code of the City of Miami Beach.

(b) Tree Disposition Plan

Tree Disposition Plan(s) shall be prepared by, and bear the seal of, a landscape architect licensed to practice in the State of Florida.

Where a Vegetation Survey and Landscape Plan is required, a Tree Disposition Plan shall be submitted concurrently and shall:

(1) Be drawn to scale and include property boundaries, north arrow, graphic scale, and date;

(2) Identify, locate, and list all existing trees and specify the condition of each tree and whether such trees are to remain, to be removed or to be relocated on the plan;

(3) Illustrate the location of all existing structures and/or all proposed new construction, as applicable, the location of any overhead and/or underground utilities, the new locations of existing trees to be relocated on site, and all areas affected by construction-related activities. such as access routes to the property, and staging areas;

(4) Graphically show the location of the tree protection fence to the dripline for existing trees and palms to remain on the plan;

(5) Provide a drawing of the City approved tree protection fence detail on the plan; and

(6) Illustrate the temporary construction parking layout as required by the Parking Department.

(c) Landscape Plans

Landscape Plan(s) shall be prepared by, and bear the seal of, a landscape architect licensed to practice in the State of Florida.

Prior to the issuance of a building permit, the Planning Department shall review a landscape plan; at a minimum, such plan shall include the following:

(1) The plan shall be drawn to scale and include property boundaries, north arrow, graphic scale, and date;

(2) All existing and proposed structures, parking spaces, driveways and other vehicular use areas, public sidewalks, right-of-way swale/parkway, curbs, street edge of pavement, easements, and utilities on the property or adjacent property, shall be clearly delineated;

(3) All landscape features and non-living landscape materials shall be identified;

(4) All geologic, historic and archeological features to be preserved shall be illustrated;

(5) The common and scientific name, as well as the quantity and size specifications of all plant materials to be installed shall be clearly indicated; and

(6) The critical layout dimensions for all trees, plant beds and landscape features shall be provided;

(7) Method(s) to protect and relocate trees and native plant communities during construction;

(8) Planting details and specifications; and

(9) The ***Landscape Legend form*** shall be affixed to the plan and shall include, but not be limited to, the following:
   a. The minimum number of required trees per lot, pursuant to Section 126-6;
   b. The minimum number of required street trees, pursuant to Section 126-6;
   c. Provided trees per lot;
   d. Provided street trees;
   e. Provided shrubs; and
   f. Maximum allowable percentage of sod within the property.

(d) Irrigation Plans

Irrigation Plan(s) shall be prepared by, and bear the seal of, a landscape architect licensed to practice in the State of Florida, or by persons authorized by Chapter 481, Florida Statutes, to prepare irrigation plans or drawings.

Where a Landscape Plan is required, an Irrigation Plan shall be submitted concurrently and shall:

(1) Be drawn on a base plan at the same scale as the landscape plan(s);

(2) Delineate landscape areas, major landscape features and hydrozones;

(3) Include water source, design operating pressure, flow rate/volume required per zone and application rate;

(4) Include locations of pipes, controllers, valves, sprinklers, back flow prevention devices, rain switches or soil moisture sensors, electric supply; and

(5) Irrigation details and specifications.

(e) Site and Landscape Lighting Plans

Site and Landscape Lighting Plan(s) shall be prepared by, and bear the seal of, a landscape architect licensed to practice in the State of Florida, or by persons authorized by Chapter 481, Florida Statutes, to prepare site and landscape lighting plans or drawings.

Where a Landscape Plan is required, a Site and Landscape Lighting Plan may be submitted concurrently and shall:

(1) Be drawn on a base plan at the same scale as the landscape plan(s);

(2) Delineate landscape areas, major landscape features and electrical zones;

(3) Include existing and proposed lighting equipment and fixture locations with sizes and mounting heights; and

(4) Lighting equipment details and specifications.

Sec. 126-5 Tree Removal and Preservation

No person, agent, or representative thereof, directly or indirectly, shall cut down, destroy, move or effectively destroy through damaging any tree except pursuant to the procedures and requirements of Chapter 46 of the Code of the City of Miami Beach.

No permit for development activity shall be issued until it has been determined that no tree work permit is required or that a valid tree work permit has been issued in compliance with Chapter 46 of the Code of the City of Miami Beach. The Environment and Sustainability Department is responsible for administering and enforcing this provision in accordance with Chapter 46 of the Code of the City of Miami Beach.

Sec. 126-6 Minimum Standards

The following standards shall be considered minimum requirements unless otherwise indicated in the Land Development Regulations:

(a) Trees

Tree Size: All trees except street trees, shall be a minimum of 12 feet high with a minimum crown spread of six (6) feet and have a minimum caliper of two (2) inches at time of planting, except that 30 percent of the tree requirement may be met by native species with a minimum height of 10 feet and a minimum caliper of one and a half (1½) inches at time of planting.

(1) ***Street Tree Size and Spacing:*** Street trees shall be of a species typically grown in Miami Beach which normally mature to a height of at least 20 feet. Street tree plantings shall comply with ADA clearance requirements. Furthermore, street trees shall have a minimum clear trunk of four (4) feet, an overall height of 12 to 14 feet and a minimum caliper of three (3) inches at time of planting and shall be provided along all roadways at a maximum average spacing of 20 feet on center, except as otherwise provided in this ordinance. The 20 foot average spacing requirement for townhouse or multi-family units shall be based on the total lineal footage of roadway

for the entire project and not based on individual lot widths. Street trees shall be placed within the swale area or shall be placed on private property where demonstrated to be necessary due to right-of-way obstructions as determined by the Environment and Sustainability Department. Street trees planted along private roadways shall be placed within seven (7) feet of the edge of roadway pavement and/or where present within seven (7) feet of the sidewalk.

(2) ***Palms as Street Trees:*** Single trunk palm species with a minimum of 10 inches diameter at breast height (DBH) and a minimum of 15 feet of clear or grey wood at time of planting may be planted in addition to the required number of street trees. The maximum spacing of palms as street trees shall be 20 feet on center. Palms shall not count towards the required number of street trees.

(3) ***Power Lines:*** Under high voltage transmission lines installed independent of underbuilt distribution lines, tree height and spread shall not exceed the minimum approach distances specified in the FPL Plant the Right Tree in the Right Place guidelines and illustrations. The maximum spacing of appropriate and allowed tree species planted under power lines shall be 20 feet on center.

(b) Lawn Grass/Sod Area

(1) *Lawn grass/sod areas* shall be planted with species well adapted to localized growing conditions in the City. Grass areas shall be sodded and used in swales or other areas subject to erosion.

(2) *Exclusions from maximum permitted lawn areas:*

a. Stabilized grassed areas used for parking
b. Grassed areas designated on landscape plans and actively used for sports, playgrounds or picnic areas.
c. Grassed areas in the right-of-way
d. Stormwater retention/detention areas planted in grasses which are very drought tolerant, as well as tolerant to wet soils.
e. Very drought tolerant grasses and low growing native plants, including grasses and forbs may be used as groundcover beyond the maximum permitted grass areas.

(3) *Maximum permitted lawn grass/sod areas* for all zoning districts are referenced in Table A.

(c) Minimum Number of Trees

Minimum number of required trees per lot or per acre of net lot area (not including street trees) and maximum allowable percentage of lawn grass/sod areas within the subject property is referenced in ***Table A***. *More specific information may be found at subsections* (1) through (12), following the Table, for more specific requirements.

Table A				
Zoning District	Number Of Trees Required			Maximum Lawn Area
	Per Lot (Front Yard)	Per Lot (Back Yard)	Per Acre of Net Lot Area	Percent Of Required Open Space
CAT 1*: Single Family Home and Townhome *				
RS-1	2	3		50%
RS-2	2	3		50%
RS-3	2	3		50%
RS-4	2	3		50%
TH	2	3		50%
CAT 2: Multifamily Residential, Hospital Districts				
RM-1			28	30%
RM-2			28	30%
RM-3			28	30%
HD			28	30%
RM-PRD			28	30%
RMPRD-2			28	30%
RO			28	30%
CAT 3: Commercial, Urban Light Industrial, Mix-Use Districts,Waterway District, Residential and Commercial Standard				
CD-1			22	20%
CD-2			22	20%
CD-3			22	20%
I-1			22	20%
MXE			22	20%
WD-1			22	20%
WD-2			22	20%
RPS-1			22	20%
RPS-2			22	20%
RPS-3			22	20%
C-PS1			22	20%
C-PS2			22	20%
C-PS3			22	20%
C-PS4			22	20%
RM-PS1			22	20%
SPE			22	20%
TC-1			22	20%
TC-2			22	20%
TC-3			22	20%
CAT 4: Institutional/ Recreational: Marine Recreational, Civic/ Government Use, Convention Center				
MR			22	20%
GU			22	20%
CCC			22	20%
GC			22	20%
* CAT 1: Single Family Home and Townhome districts up to 6000 square feet lot area. Refer to Section 126-6 (c)(4) for number of trees required for larger properties.				

(1) ***Multi-family Residential and Commercial Zones.*** In Multi-family Residential, RM-1, RM-2, RM-3, RPS-1, RPS-2, RPS-3, RPS-4, RO, TC-3 or Commercial Zones, CD-1, CD-2, CD-3, C-PS-1, C-PS-2, C-PS-3, C-PS-4, I-1, MXE, TC-1, TC-2, if the minimum number of trees required cannot be planted on the ground level of the subject property, the applicant may plant 25 percent of the required trees on upper levels such as open recreation areas, roofs, and exposed decks.

(2) ***Lawn grass/sod areas*** that are to be used for organized sports such as football and soccer or other similar sports or playgrounds, that are clearly identified on a landscape plan shall not be counted toward calculating maximum lawn area requirements.

(3) ***Trees shall be planted to provide shade*** to residential structures of a height of 35 feet or less. At least two (2) required lot trees shall be positioned in the energy conservation zone. All exterior ground floor air conditioning units shall be shaded by trees and/or shrubs.

(4) ***The number of required trees listed in Table A for Category One (1) Residential zoning districts*** are intended for properties up to 6,000 square feet lot area. Provide one (1) additional tree for each additional 1,000 square feet of lot area. If the total lot area is a fraction over the additional 1,000 square feet then, the number of required trees will be rounded up.

(5) ***Existing trees*** required by law to be preserved on site and that meet the requirements of minimum tree size may be counted toward fulfilling the minimum tree requirements.

(6) ***Prohibited and controlled tree species:*** Prohibited and controlled trees shall not be planted or counted toward fulfilling minimum tree requirements. Prohibited and controlled trees included within Section 24-49 (f) I & II of the Miami-Dade County Code shall be identified and listed on a tree survey and tree disposition plan prior to removals.

(7) No less than **30 percent of the required trees** shall be **native species**.

(8) No less than **50 percent of the required trees** shall be **low maintenance or drought and salt tolerant species.**

(9) ***Diversity of required tree species.*** In order to avoid a mono-species appearance and to circumvent significant tree loss due to disease to a specific tree species, the number of different tree species to be planted is as follows:

a.	One (1) to Five (5) required trees:	Two (2) tree species
b.	Six (6) to Ten (10) required trees:	Three (3) tree species
c.	11 to 15 required trees:	Four (4) tree species
d.	16 to 20 required trees:	Five (5) tree species
e.	21 to 30 required trees:	Six (6) tree species
f.	31 or more required trees:	Seven (7) tree species

(10) **Palms** of a 10-foot minimum overall height and minimum caliper of three (3) inches at time of planting may be planted in addition to the tree requirement. Palms shall not count towards the minimum number of required trees.

(11) ***All of the trees shall be listed*** in the Miami-Dade County Landscape Manual, the Miami-Dade County Street Tree Master Plan, the University of Florida's Low-Maintenance Landscape Plants for South Florida list, or other list approved by the City of Miami Beach Urban Forester.

(12) ***Where the State, County or municipality*** determines that the planting of trees and other landscape material is not appropriate in the public right-of-way, the City may require that said trees and landscape material be placed on private property.

(d) Shrubs

Shrubs shall be a minimum of 18 to 24 inches high at time of planting and spaced not to exceed 30 inches on center. The minimum number shall be 12 shrubs per the number of required lot and street trees. No less than 50 percent of the required shrubs shall be native species. No one species of shrub shall constitute more than 25 percent of the shrubs required by these regulations.

Shrubs shall be planted to visually screen ground level equipment such as air conditioning units and pool equipment and shall be planted at the height of the adjacent equipment. Alternatives to shrubs screening ground level equipment include masonry walls, fences or screens that are planted with vines. The aforementioned alternatives must receive approval from the Planning Department.

(e) Large Shrubs or Small Trees

All large shrubs or small trees shall be a minimum of six (6) feet high with a minimum crown spread of four (4) feet at time of planting and 10 feet high at mature growth. The minimum number of large shrubs or small trees shall be 10 percent of the required number of shrubs for the specific project. The minimum number of large shrubs or small trees required shall be in addition to the minimum number of shrubs required. No less than 50 percent of the required large shrubs or small trees shall be native species.

Large shrubs or small trees may be planted as understory to large trees and with the required smaller shrub and groundcover plantings, in order to achieve a layering of plants.

(f) Vines

Vines shall be a minimum of 30 inches high at time of planting and may be used in conjunction with fences, screens or walls. Vines will be considered as shrubs on a one-to-one basis as part of the required number of shrubs for the specific project.

(g) Groundcover and Grasses

Groundcover and grasses shall be used in lieu of lawn grass/sod area in whole or in part shall be planted with a minimum of 75 percent coverage with 100 percent coverage occurring within three (3) months of installation.

(h) Soil and Fertilizer

All plant materials shall be planted with the soil and fertilizer specified in the City of Miami Beach Landscape Installation Specifications and Standards.

Any other soil mix or fertilizer must be submitted to the Environment and Sustainability Department prior to delivery on site.

(i) Mulch

Mulch shall be shredded pine, eucalyptus or Florimulch (100 percent melaleuca mulch). Planting areas not covered by lawn grass/sod shall be mulched to a minimum depth of three (3) inches, in order to present a finished appearance.

Cypress mulch, red colored mulch, and rubber mulch is prohibited. Any other mulch must be submitted to the Environment and Sustainability Department prior to delivery on site.

(j) Off-Site Tree Planting

If the minimum number of trees, large shrubs, and shrubs required cannot be planted on the subject property, the applicant may enter into an agreement with the City, as approved by the planning department, to plant the excess number of required trees, large shrubs, and shrubs on public property.

Sec. 126-7 Tree Trust Fund

(a) If the minimum number of trees required cannot be planted on the subject property, the applicant/property owner is provided the following two options:

(1) Seek authorization from the City to install the trees off-site, on public land near or adjacent to the applicant's property; and/or

(2) Shall contribute into the City's tree trust fund the sum of $2,500.00 for each two (2) inch caliper tree required in accordance with Table A of Section 126-6.

However, City residents with current proof of residency and homestead status under State law, if opting to utilize option two (2) shall be required to contribute the lesser amount of $1,000.00 for each tree that is not provided, as required in accordance with Table A of Section 126-6.

(b) If the minimum number of large shrubs, small trees and shrubs required cannot be planted on the applicant's property, the applicant can either seek authorization from the City to install the large shrubs, and small trees and shrubs off-site on nearby or adjacent public land; or be required to contribute into the City's tree trust fund the sum of $100.00 for each shrub required and $300 for each large shrub/small tree required in Section 126-6.

(c) Annual review and adjustment:
These fees shall be evaluated and adjusted annually based on the consumer price index for all urban consumers (CPI-U).

Sec. 126-8 Deposit and Expenditure of Funds, Tree Trust Fund

(a) The City has established a Tree Trust Fund.

(1) Interest earned under the account shall be used solely for the purposes specified for funds of such account.

(b) Revenue in the Tree Trust Fund shall be utilized to implement the intent of this Chapter. Expenditures from these funds shall require City Commission approval upon receiving a recommendation from the City Manager.

(c) Such improvements that implement the intent of this Chapter may include, but are not limited to:

(1) Street tree plantings;

(2) Tree plantings in public lands; and

(3) Projects that restore and enhance the City's tree canopy.

Sec. 126-9 Plant Quality
All plant materials shall be equal to or better than "Florida No.1," as classified by "Grades and Standards for Nursery Plants" by the Division of Plant Industry, Florida Department of

Agriculture. Plant materials shall have a growth habit that is normal to the species, healthy, vigorous, free from insects, disease and injury.

Exceptions to the "Florida No. 1," classification will require approval from the City of Miami Beach Urban Forester.

Sec. 126-10 Buffers between dissimilar Land Uses

Where a non-residential zoning district abuts a residential zoning district, and where such areas will not be entirely visually screened by an intervening building or structure from the abutting property, the abutting property line shall be provided by the non-residential property if applying for new construction with a buffer consisting of the following:

(a) ***A landscaped buffer strip*** shall consist of trees with understory evergreen shrubs and groundcovers within a minimum five (5) foot wide landscaped strip.

(b) ***Trees*** with a minimum height of 12 feet shall be planted at a maximum average spacing of 20 feet on center.

(c) ***Evergreen shrubs*** at a minimum of 24 to 36 inches high at time of planting may be used as a buffer and shall form a continuous screen between the dissimilar land uses within 1 year after planting.

(d) ***Groundcovers*** shall be planted as understory to the trees and shrubs within the landscaped buffer strip.

(e) Where site limits or constraints do not allow the five (5) foot wide landscaped buffer strip, provide a **six (6) foot high wall or approved fence** with a life expectancy of at least 10 years. Vines may be used in conjunction with fences, screens or walls. in order to soften blank wall conditions.

Sec. 126-11 Landscaped Areas in Permanent Parking Lots

At-grade parking lots. For the purpose of this Section, the term "at-grade" parking lot shall encompass commercial parking lots and non-commercial parking lots as described in Section 114-1 whether they are primary or accessory uses and that portion of a lot which is underneath the building and is at-grade which is utilized for parking. Notwithstanding the requirements in this Section in no instance shall the required landscaped area be less than 20 percent of the total area.

A landscape plan that specifies and quantifies the existing and/or proposed plant material inclusive of mature shade trees, hedge material, ground cover and in-ground irrigation shall be submitted for review and approval by the planning department, according to the following criteria:

(a) A landscaped area with a tree shall be required at the end of all parking rows, particularly when abutting an aisle or building. Planting areas for each tree shall have a minimum width of eight (8) feet, six (6) inches, exclusive of the curb dimension, and shall be planted or covered with other landscape materials.

(b) For each row of parking there shall be landscaped areas with trees within the first 90 linear feet, and one (1) landscaped area provided with a tree for each additional 90 linear feet. When a minimum eight (8) feet, six (6) inch clear landscape area is provided between two rows of parking, the landscape areas with trees every 90 linear feet is not required. This eight (8) feet, six (6) inch wide landscape area shall be planted with trees no greater than 20 feet on-center.

(c) For each row of parallel parking there shall be a minimum of two (2) landscape areas, such as in a curbed bulb out, for every three (3) parking spaces. The landscape areas shall be equally spaced wherever possible. Parallel parking landscape area/tree place details such as curbed bulb outs shall be approved by the Public Works Department.

(d) All required trees shall be of an approved shade tree variety which shall attain a minimum mature crown spread greater than 20 feet.

(e) Landscaped areas shall require protection from vehicular encroachment. Car stops shall be placed at least two (2) feet six (6) inches from the edge of the paved area.

(f) All parking stalls, access aisles and driveways in residential uses shall be separated from any building by a minimum of 30 inches and landscaped with shrubs, groundcover, or other suitable plant materials.

(g) All parking lots adjacent to a right-of-way or private street shall be screened by a continuous planting layer of trees, shrubs, and groundcover.

(h) A landscape area that is a minimum of five (5) feet in width shall be provided when parking stalls, access aisles, or driveways are located along any side or rear lot line. The landscape areas shall be planted with a continuous hedge and with trees spaced a maximum of 20 feet on center. In certain instances, a solid and continuous masonry six (6) foot high wall may be approved and used in lieu of a landscape area. The approved wall surface shall be stuccoed, painted, tiled, or textured in such a way to provide a decorative effect.

(i) These requirements are in addition to any applicable required open space as provided in these regulations.

(j) All landscaping that is placed on the lot shall be maintained in good condition so as to present a healthy, neat and orderly appearance. Prior to the issuance of an occupational

license for a temporary parking lot, the applicant shall submit a plan for a recurring maintenance schedule that includes, but is not limited to, cleaning the lot, clipping of hedge material, removing and replacement of dead plant material, fertilization and irrigation. This maintenance plan shall be approved by the planning department.

Sec. 126-12 Temporary and Provisional Parking Lot Standards

(a) Temporary Parking Lot: Required Landscaping.
A landscape plan that specifies and quantifies the existing and/or proposed plant material inclusive of mature shade trees, hedge material, ground cover and in-ground irrigation shall be submitted for review and approval by the planning department, according to the following criteria:

(1) At a minimum, the plan shall indicate a five-foot wide, landscaped area bordering the surface area along a property line, street, alley or sidewalk. The areas fronting a street or alley shall be landscaped with a grouping of three palms every 15 linear feet of frontage or one canopy tree every 20 feet of frontage. All landscaped areas shall utilize St. Augustine grass or planted material acceptable to the planning department.

(2) A hedge that is at least 36 inches (three feet) in height at the time of planting shall be installed on the entire perimeter of the lot; hedges on street or alley frontages shall not exceed 42 inches (three feet, six inches) in height at maturity. The hedge material planted on any side of the lot that abuts the lot line of another property shall be at least 48 inches (four feet) in height at time of planting and shall not exceed 60 inches (five feet) at maturity.

(3) For temporary parking lots seeking an extension of time from the planning board, the interior landscaping of lots exceeding 55 feet in width, shall be a minimum of five percent of net interior area. One shade tree or grouping of three palms with a clear trunk of at least six (6) feet shall be provided for each 100 square feet or fraction thereof of required landscaped area. Such landscaped areas shall be located and designed in such a manner as to divide and break up the expanse of paving. Parking lots that are 55 feet wide or less shall not be required to provide interior landscaping.

(4) Landscaped areas shall require protection from vehicular encroachment. Car stops shall be placed at least two (2) feet six (6) inches from the edge of the paved area.

(5) Notwithstanding the dimensions of a parking lot, an in-ground irrigation system that covers 100 percent of the landscaped areas shall be required and shown on the landscape plan.

(6) All landscaping that is placed on the lot shall be maintained in good condition so as to present a healthy, neat and orderly appearance. Prior to the issuance of an occupational license for a temporary parking lot, the applicant shall submit a plan for a recurring maintenance schedule that includes, but is not limited to, cleaning the lot, clipping of hedge material, removing and replacement of dead plant material, fertilization and irrigation. This maintenance plan shall be approved by the planning department.

(b) Provisional Parking Lot: Landscaping requirements.

(1) A landscape plan that specifies and quantifies the proposed and/or existing plant material inclusive of mature shade trees, hedge material and ground cover shall be submitted for review and approval by the planning department.

At a minimum, the plan shall indicate a two (2) feet six (6) inches wide landscaped area bordering the surfaced area along all property lines. All landscaped areas shall utilize St. Augustine grass or planted material acceptable to the planning department. A hedge that is at least 36 inches in height at the time of planting shall be installed on the entire perimeter of the lot; the side or sides of the lot that face a street or an alley shall not exceed 42 inches in height at maturity. The hedge material planted on any side of the lot that abuts the lot line of another property shall be at least 48 inches (four feet) in height at time of planting and 60 inches (five feet) at maturity.

(2) The areas fronting a right-of-way or an alley shall be landscaped with a grouping of three (3) palms every 20 linear feet of frontage or one canopy tree every 25 feet of frontage.

(3) An in-ground irrigation system that covers 100 percent of the landscaped areas shall be required.

(4) Landscaped areas shall require protection from vehicular encroachment. Car stops shall be placed at least two (2) feet six (6) inches from the edge of the paved area.

(5) All landscaping that is placed on the lot shall be maintained in good condition so as to present a healthy, neat and orderly appearance. Prior to the issuance of an occupational license for a provisional parking lot, the applicant shall submit a plan for a recurring maintenance schedule that includes, but is not limited to cleaning the lot, clipping of hedge material, removing and replacement of dead plant material, fertilization and irrigation. This maintenance plan shall be approved by the planning department.

Sec. 126-13 Landscape Installation

Landscape installation procedures are pursuant to the City of Miami Beach Landscape Installation and Specifications Standards.

Sec. 126-14 Irrigation

All newly-planted and relocated plant material shall be watered by a **permanent irrigation system.** The following methods are encouraged to conserve water:

(a) ***Cisterns and rain barrels*** are encouraged to conserve water, supplement irrigation systems, and as components of permanent irrigation systems.

(b) ***Brown & Grey Water Irrigation is encouraged as follows:***

(1) ***Brown Water Turf Irrigation:*** After treatment of effluent from toilets and kitchen, recycled water may be used to irrigate the lawn grass/sod areas. Subsurface dripline irrigation may be used throughout the lawn grass/sod areas and soil moisture sensors contribute to control the watering regime.

(2) ***Grey Water Irrigation:*** Grey water from showers and hand basins is treated to a secondary standard and then pumped out to irrigation. Grey water may be used to irrigate trees and plants. Subsurface dripline irrigation may be used with the purple piping and similar to lawn/sod area irrigation, this system is split into zones to control the watering regime.

Sec. 126-15 Site and Landscape Lighting

(a) ***Site lighting*** is considered pedestrian scale lighting with luminaires/fixtures mounted on individual poles located along walkways and open spaces on a site.

(b) ***Landscape lighting*** is considered accent lighting for trees, palms, understory plantings, and pathways. Low voltage landscape lighting is encouraged.

(c) This Section does not include architectural/building type lighting or sports field, vehicular or parking lot type lighting.

(d) Site and landscape lighting shall be controlled with timers or sensors, in order to avoid electrical use all night.

Sec. 126-16 Landscape Maintenance

(a) ***The owner and occupant is responsible*** to ensure that landscaping required to be planted pursuant to this ordinance is installed in compliance with the landscape requirements; maintained as to present a healthy, vigorous, and neat appearance free from refuse and debris; and sufficiently fertilized and watered to maintain the plant material in a healthy condition.

(b) ***If any tree or plant dies*** which is being used to satisfy current landscape code requirements, such tree or plant shall be replaced with the same landscape material or an approved substitute.

(c) ***Trees shall be pruned in the following manner:***

(1) All cuts shall be clean, flush and at junctions, laterals or crotches. All cuts shall be made as close as possible to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub.

(2) Removal of dead wood, crossing branches, weak or insignificant branches, and sucker shall be accomplished simultaneously without any reduction in crown.

(3) Cutting of lateral branches that results in the removal of more than 1/3 of all branches on one (1) side of a tree shall only be allowed if required for hazard reduction or clearance pruning.

(4) Lifting of branches or tree thinning shall be designed to distribute over half of the tree mass in the lower two-thirds (2/3) of the tree.

(5) No more than one third (1/3) of a tree's living canopy shall be removed within a one (1) year period.

(6) Trees shall be pruned according to the current ANSI A300 Standards.

(d) When trees are planted within the right-of-way, the owners of land adjacent to the right-of-way areas where street trees are planted must maintain the trees, lawn grass, and plants in those areas.

Sec. 126-17 Enforcement and Penalties

(a) Penalties.

(1) A violation of Chapter 126, cited pursuant to the City of Miami Beach Landscape Ordinance, must be subject to the following fines. The special master must not waive or reduce fines set by this section. The code compliance department shall provide a 30 days cure period for violations which can be cured, such as maintenance issues, prior to issuing a citation.

a. If the violation is the first violation: $500.00.

b. If the violation is the second violation within the preceding 12 months: $1,000.00.

c. If the violation is the third violation within the preceding 12 months: $1,500.00.

d. If the violation is the fourth or subsequent violation within the preceding 12 months: $2,000.00.

(2) A violation of Section 126-5, the failure to obtain a tree work permit, must be subject to the following fines. The Special Master must not waive or reduce fines set herein:

a. If the violation is the first violation: $1,000.00.

b. If the violation is the second violation within the preceding 12 months: $2,000.00.

c. If the violation is the third violation within the preceding 12 months: $3,000.00.

d. If the violation is the fourth or subsequent violation within the preceding 12 months: $4,000.00.

(3) Enforcement. The Code Compliance Department shall enforce the provisions of this Division. This shall not preclude other law enforcement agencies or regulatory bodies from any action to assure compliance with this Division, and all applicable laws. If an enforcing officer finds a violation of this Division, the officer may issue a Notice of Violation to the violator. The Notice of Violation must 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.

a. No certificate of completion, occupational license, or final certificate of occupancy shall be issued unless the Planning Department has determined that the installed landscaping substantially meets the requirements as listed in the approved landscape plan(s) and as certified by the Landscape Architect of Record.

b. Modifications to the approved landscape plan(s) and approved landscape installations are not allowed and will be considered a violation of this code, unless such modifications are approved by the Planning Director or designee, or the design review or historic preservation board, as applicable.

c. The Planning Department shall have the right to inspect the lands affected by this code, at any time, and is authorized to advise the Code Compliance Department of any violations.

d. Failure to maintain landscaping according to the terms of this Chapter shall constitute a violation of this code. Also, failure to plant, preserve or maintain each individual tree and plants shall be considered to be a separate violation of this code.

(4) Rights of violators; payment of fine; right to appear; failure to pay civil fine or to appeal.

a. A violator who has been served with a Notice of Violation must elect to either:

1. Pay the civil fine in the manner indicated on the Notice of Violation; or

2. Request an administrative hearing before a special master to appeal the Notice of Violation, which must be requested within 10 days of the issuance 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 the City code.

c. If the named violator, after issuance of the Notice of Violation, fails to pay the civil fine, or fails to timely request an administrative hearing before a special master, the special master may be informed of such failure by report from the officer. Failure of the named violator to appeal the decision of the officer within the prescribed time period must constitute a waiver of the violator's right to an administrative hearing before the special master, and must be treated as an admission of the violation, which fines and penalties to 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.

e. Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

f. The Special Master shall be prohibited from hearing the merits of the Notice of Violation or the consideration of the timeliness of a request for an administrative hearing, if the violator has failed to request the administrative hearing within ten (10) days of the issuance of the Notice of Violation.

g. The Special Master shall not have discretion to alter the penalties prescribed in Subsections 126-17 (a) and (b) herein.

(b) Enhanced penalties. The following enhanced penalties shall be imposed, in addition to any mandatory fines set forth in subsections (a)(1) and (a)(2) above, for violations of this Chapter:

(1) Enhanced penalties for Subsection (a)(1):

a. If the offense is a fourth offense within the preceding 12 month period of time, in addition to the fine set forth in subsection (a)(1), the property owner, landscape company or any affiliates shall be prohibited from receiving a landscaping approval for a three (3) month period of time.

b. If the offense is a fifth offense within six (6) months following the fourth offense, in addition to any fine set forth in subsection (a)(1), the property owner, landscape company or any affiliates shall be prohibited from receiving a landscape approval for a six (6) month period of time. The property owner, landscape company or permittee shall be deemed a habitual offender.

c. The Planning Department may decline to issue future landscape approval to such person, individual, entity, business, company or any affiliates that have been deemed habitual offenders pursuant to this section for a period of up to one year.

d. The Planning Director may withhold approval of a final building inspection if landscape installations do not comply with the approved landscape plans and details.

(2) Enhanced penalties for Subsection (a)(2):

a. The tree work activity must be immediately terminated, upon confirming a violation has occurred, by the Miami Beach Police Department and the Public Works Department.

b. Violations for subsection (a) shall be issued to the property owner and the tree services company, who shall be joint and severally liable for the violation.

c. The Public Works Department shall decline to issue a Tree Work Permit to such person, individual, entity, business, company or any affiliates that have violated this Section within a three (3) month period. The prohibition from receiving the Tree Work Permit shall be for a three (3) month period of time.

~~Sec. 126-1. - Purpose.~~

~~These regulations are designed to result in the placement of landscape materials in such manner as to improve highly visible tourist, commercial and residential areas of the City, to protect and preserve landscape features, and to enhance the value of property.~~

~~Sec. 126-2. - Scope of review.~~

~~All elements of landscaping shall be selected for their functional value, aesthetic appeal and consistency with the comprehensive plan and neighborhood plans. Landscape plans shall be in compliance with the following criteria:~~

~~(1) Provision of shade and coolness;~~

~~(2) Enhancement of architectural features;~~

~~(3) Achievement of beauty and pride in the community;~~

~~(4) Enhancement of the tropical image of the community;~~

~~(5) Separation of incompatible uses or obtrusive elements;~~

~~(6) Amelioration of the impact of noise and light;~~

~~(7) Integration of any structures with adjacent body of water; and~~

~~(8) Preservation and protection of existing plant materials and energy conservation.~~

* * *

~~Sec. 126-3. - Applicability and exemptions.~~

~~(a) Applicability. All building permits for new construction, substantial rehabilitation or additions to existing buildings when located in areas designated for design review pursuant to Section 118-252, projects that are reviewed under the conditional use or variance~~

~~procedures and property in the redevelopment area. The planning and zoning director shall conduct all landscape reviews pursuant to the regulations set forth in this Chapter and consistent with the design review regulations as set forth in Chapter 118, article VI. The landscape review shall include but not be limited to parking decks, all required yards, decks associated with recreational facilities, or any open space areas that are visible to the public.~~

~~(b) Permits for demolition or wrecking. Permits for demolition or wrecking shall require a landscape survey to insure that valuable existing trees are not damaged or destroyed; however, the submission of the survey may be waived by the planning and zoning director. In the event a survey is waived, the applicant shall provide a detailed landscape narrative. Trees that have a trunk diameter of eight or more inches shall not be removed without the approval of the planning and zoning director.~~

~~(c) Exemptions. Exemptions to these regulations include all of the following, provided no new construction and/or additions to existing buildings or removal or damage to existing vegetation are required:~~

~~(1) All permits for plumbing, heating, air conditioning, elevators, fire alarms, and extinguishing equipment, and other mechanical and electrical equipment.~~

~~(2) Any permit necessary for the compliance with a lawful order of the building official, fire marshal, or public works director including:~~

~~a. Any permit necessary for the immediate public health or safety.~~

~~b. All permits for interior alterations and repairs.~~

~~Sec. 126-4. - Elements of the landscape plan.~~

~~Landscape elements shall include but not be limited to:~~

~~(1) Palms, shade trees, shrubs, ground cover, lawn areas, walls, wood fencing, sculptures, water features, irrigation system, outdoor furniture such as benches and outdoor lighting and paving materials such as concrete pavers, wood decking, and unit pavers.~~

~~(2) Any nonliving durable material commonly used in landscaping but not limited to rocks, pebbles or sand.~~

~~Sec. 126-5. - Landscape plan submission.~~

~~(a) Prior to the issuance of a building permit, the planning, design and historic preservation division shall approve a landscape plan which includes the following:~~

~~(1) Location of all existing vegetation by name and size, trees to remain, to be relocated either on or off-site, or to be removed;~~

~~(2) Location of all proposed landscape elements including botanical names, common names, quantities, height, spread, spacing and grades;~~

~~(3) All paving materials;~~

~~(4) All site furnishings, such as benches, and planters;~~

~~(5) Mulching, fertilizing, staking, planting bed preparation;~~

~~(6) The existence of irrigation system, if required; and~~

~~(7) Existing and proposed lighting with fixture location, sizes, heights and cut sheets.~~

~~(b) No certificate of completion, occupational license, or certificate of occupancy shall be issued unless the planning, design and historic preservation division has determined that the installed landscaping substantially meets the requirements as listed in the landscape plan.~~

~~Sec. 126-6. - Landscape criteria.~~

~~When the site is located in an area designated for landscape review, the following regulations shall be used in evaluating the plans:~~

~~(1) All districts except I-1. In all districts except I-1 the following shall apply:~~

~~a. Surface/ground treatment. One canopy tree or grouping of three palms shall be provided for every 25 linear feet of frontage in a required yard abutting a public right-of-way. Where a driveway crosses a landscaped easement and a curb cut is provided, the driveway shall be paved with a hard surface material such as concrete, asphalt, or decorative unit pavers and shall have a clearly defined edge between paving and landscaped easement.~~

~~Any plantings located in the right-of-way including but not limited to trees, shrubs, ground cover, and sod shall be maintained by the abutting property owner and approved by the planning, design and historic preservation division.~~

~~b. Hedges.~~

~~1. Required front yards. In required front yards hedges, ground cover, vines, and sod may be placed in the required yards. Hedges or other living barriers not associated with a fence or wall shall have a maximum height of five feet. Hedges or other living barriers provided in concert with a fence or wall shall not exceed a height of five feet or the height of the permitted fence or wall, whichever is greater.~~

~~2. Height limitation generally; maintenance. There is no height limitation. Hedge material must be kept neat, evenly trimmed and properly maintained. For corner visibility regulations see Section 142-1135.~~

~~(2) At-grade parking lots. For the purpose of this Section, the term "at-grade" parking lot shall encompass commercial parking lots and noncommercial parking lots as described in Section 114-1 whether they are primary or accessory uses and that portion of a lot which is underneath the building and is at-grade which is utilized for parking. Notwithstanding the requirements in this Section in no instance shall the required landscaped area be less than 20 percent of the total area, except for temporary parking lots which are subject to Section 130-68, and lots which are 55 feet wide or less.~~

~~a. Required landscaping adjacent to the public right-of-way shall be landscaped as follows:~~

~~1. Landscaping shall include one tree or grouping of three palms for each 30 linear feet or any fraction thereof. Such trees shall be located between the abutting right-of-way and parking lot area and shall be planted in a planting area of at least 25 square feet with a minimum dimension of five feet. In~~

~~addition, a hedge, wall or other landscape barrier not to exceed 3 1/2 feet at maturity and at least 2 1/2 feet in height at the time of planting, shall be placed only along the right-of-way. If such barrier is of nonliving material, one shrub or vine shall be planted abutting the barrier for each ten linear feet. Such shrubs or vines shall only be planted between the property line and barrier. The remainder of the required landscaped areas shall be landscaped with grass, ground cover, or other landscape treatment excluding paving.~~

~~2. Any plantings located in the right-of-way including, but not limited to, trees, shrubs, ground cover, and sod shall be maintained by the abutting property owner.~~

~~3. Necessary access ways from the street through all such landscaping shall be permitted to service the parking lot and such access ways may be subtracted from the linear dimension used to determine the number of trees required.~~

~~b. Perimeter parking adjacent to side and rear property lines shall be landscaped as follows. The perimeter of parking areas abutting residential or commercial properties shall provide, at a minimum, a five feet landscaped strip, except when abutting an alley. The perimeter of the parking area shall also be screened with an opaque fence, wall or continuous hedge or other durable landscape barrier. If plant material is used as the screening device, it shall not be less than a height of 30 inches at the time of planting. All landscape areas along the perimeter of the parking areas abutting residential or commercial properties shall provide one tree or cluster of three palms for every 40 linear feet of property relating to an abutting property.~~

~~c. Parking area, interior landscaping shall be as follows. Parking areas shall provide a minimum of five percent of net interior area as landscaping. One tree or grouping of three palms with a clear trunk of at least six feet shall be provided for each 100 square feet or fraction thereof of required landscaped area. Such landscaped areas shall be located and designed in such a manner as to divide and break up the expanse of paving. In instances where the strict application of this subsection will seriously limit the function of the parking area, the required landscaping may be located near the perimeter of the paved area. Such required interior landscaping shall be in addition to the perimeter landscaping requirements. Landscaped area shall require protection from vehicular encroachment. Car stops shall be placed at least 2 1/2 feet from the edge of the paved area. The minimum and maximum paved area designated as the required parking space shall be as stated in Chapter 130, article III. In no instance shall the required landscaped area be included within the required parking space area.~~

~~d. Notwithstanding the requirements in this Chapter, in no instance shall the required landscaped area be less than 20 percent of the total area of the parking lot.~~

~~e. For parking lots 55 feet wide or less, landscaping shall consist of a perimeter wall or dense hedge of at least three and one-half feet in height, one shade tree or three palms per 30 linear feet adjacent to a public right-of-way, one palm per 30 linear feet along the side property lines, and one shade tree or three palms per 30 linear feet along the rear property line except when abutting an alley. An in-ground irrigation system that covers 100 percent of the landscaped areas shall be provided.~~

~~(3) Other vehicular use areas. Landscape requirements of vehicular use areas, such as service stations, are subject to regulations as stated in subsection 126-6(2).~~

~~(4) Parking garages. Parking garage requirements for landscaping shall comply with regulations as stated in subsection 126-6(1).~~

~~(5) Dumpsters. Dumpsters shall not be located within any front yard or required side or rear yards. They shall be within an enclosed area.~~

~~(6) Temporary parking lot standards. Landscape standards and setback requirements are pursuant to Section 130-68.~~

~~(7) Appeals. All appeals regarding the interpretation of the landscape ordinance shall be to the board of adjustment.~~

SECTION 2. That Chapter 130, entitled "Off-Street Parking," Article III, entitled "Design Standards," of the Code of the City of Miami Beach is hereby amended as follows:

Sec. 130-70. - Temporary parking lot standards.

(1) Temporary commercial or noncommercial parking lots may be operated in the MR marine district, GU government use district, MXE mixed use entertainment district, I-1 urban light industrial district or in any commercial district. These lots may be operated independent of a primary use. Temporary, noncommercial lots may be located in the R-PS1—4 and in any multifamily residential district or within the architectural district as defined in Section 114-1. One sign per street frontage is permitted. The maximum size of each sign shall be five square feet per 50 feet of street frontage. This sign shall also include copy that indicates the name of the operator, the phone number of operator to report complaints, and who can use the parking facility; i.e., whether it is open to the general public, private, valet or self-parking.

* * *

(8) Landscaping requirements shall be pursuant to Section 126-12 of the Land Development Regulations.~~: A landscape plan that specifies and quantifies the existing and/or proposed plant material inclusive of mature shade trees, hedge material, ground cover and in-ground irrigation shall be submitted for review and approval by the planning department, according to the following criteria:~~

~~a. At a minimum, the plan shall indicate a five-foot wide, landscaped area bordering the surface area along a property line, street, alley or sidewalk. The areas fronting a street or alley shall be landscaped with a grouping of three palms every 15 linear feet of frontage or one canopy tree every 20 feet of frontage. All landscaped areas shall utilize St. Augustine grass or planted material acceptable to the planning department.~~

~~b. A hedge that is at least 36 inches in height at the time of planting shall be installed on the entire perimeter of the lot; hedges on street or alley frontages shall not exceed 42 inches in height at maturity. The hedge material planted on any side of the lot that abuts the lot line of another property shall be at least 48 inches (four feet) in height at time of planting and shall not exceed 60 inches (five feet) at maturity.~~

~~c. For temporary parking lots seeking an extension of time from the planning board, the interior landscaping of lots exceeding 55 feet in width, shall be a minimum of five percent of net interior area. One shade tree or grouping of three palms with a clear~~

~~trunk of at least six feet shall be provided for each 100 square feet or fraction thereof of required landscaped area. Such landscaped areas shall be located and designed in such a manner as to divide and break up the expanse of paving. Parking lots that are 55 feet wide or less shall not be required to provide interior landscaping.~~

~~d. Landscaped areas shall require protection from vehicular encroachment. Car stops shall be placed at least 2½ feet from the edge of the paved area.~~

~~e. Notwithstanding the dimensions of a parking lot, an in-ground irrigation system that covers 100 percent of the landscaped areas shall be required and shown on the landscape plan.~~

~~f. All landscaping that is placed on the lot shall be maintained in good condition so as to present a healthy, neat and orderly appearance. Prior to the issuance of an occupational license for a temporary parking lot, the applicant shall submit a plan for a recurring maintenance schedule that includes, but is not limited to, cleaning the lot, clipping of hedge material, removing and replacement of dead plant material, fertilization and irrigation. This maintenance plan shall be approved by the planning department.~~

* * *

Sec. 130-71. - Provisional parking lot standards.

When permitted, the following standards are established for provisional parking lots:

(1) Provisional commercial or noncommercial parking lots may be operated in the CD1-3 (commercial, low to high intensity) districts, CPS-1 and 2 (commercial performance standards districts), I-1 (urban light industrial) district, and MXE (mixed use entertainment) district. These lots may be operated independent of a primary use. One sign per street frontage is permitted. The maximum size of each sign shall be five square feet per 50 feet of street frontage, not to exceed 20 square feet. This sign shall also include copy that indicates the name of the operator, the phone number of operator to report complaints, the phone number for Code Compliance, and who can use the parking facility; i.e., whether it is open to the general public, private, valet or self-parking.

* * *

(6) Landscaping requirements shall be pursuant to Section 126-12 of the Land Development Regulations.~~:~~

~~a. A landscape plan that specifies and quantifies the proposed and/or existing plant material inclusive of mature shade trees, hedge material and ground cover shall be submitted for review and approval by the planning department.~~

~~At a minimum, the plan shall indicate a two feet six inches (2½ feet) wide), landscaped area bordering the surfaced area along all property lines. All landscaped areas shall utilize St. Augustine grass or planted material acceptable to the planning department. A hedge that is at least 36 inches in height at the time of planting shall be installed on the entire perimeter of the lot; the side or sides of the lot that face a street or an alley shall not exceed 42 inches in height at maturity. The hedge material planted on any side of the lot that abuts the lot line of another property shall be at least 48 inches (four feet) in height at time of planting and 60 inches (five feet) at maturity.~~

~~b. The areas fronting a right-of-way or an alley shall be landscaped with a grouping of three palms every 20 linear feet of frontage or one canopy tree every 25 feet of frontage.~~

~~c. An in-ground irrigation system that covers 100 percent of the landscaped areas shall be required.~~

~~d. All landscaping that is placed on the lot shall be maintained in good condition so as to present a healthy, neat and orderly appearance. Prior to the issuance of an occupational license for a provisional parking lot, the applicant shall submit a plan for a recurring maintenance schedule that includes, but is not limited to cleaning the lot, clipping of hedge material, removing and replacement of dead plant material, fertilization and irrigation. This maintenance plan shall be approved by the planning department.~~

SECTION 3. APPLICABILITY.

This Ordinance shall not apply to projects that have an approved Order from the Board of Adjustment, Design Review Board, Historic Preservation Board, or Planning Board issued prior to the effective date of this Ordinance. Developments that have submitted a complete application for hearing before the Board of Adjustment, Design Reivew Board, Historic Preservation Board, or Planning Board, or that have been issued a building permit process number prior to the date of second reading of this Ordinance.

SECTION 4. 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 5. 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 reentered to accomplish such intention; and that the word "ordinance" may be changed to "Section" or other appropriate word.

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 (10) days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2016.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 6/29/16
City Attorney Date

First Reading: July 13, 2016
Second Reading: September 14, 2016

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

Underscore denotes new language
~~Strikethrough~~ denotes deleted language

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CHAPTER 46 - NON-SPECIMEN TREES

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 46, "ENVIRONMENT", ARTICLE II, "CARE AND MAINTENANCE OF TREES AND PLANTS", DIVISION 2, "TREE PRESERVATION AND PROTECTION," BY TO MODIFY THE DIAMETER AT BREAST HEIGHT OF NON-SPECIMEN TREES; 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, it is the City's intent to prevent the destruction of the City's existing tree canopy and promote its expansion; and

WHEREAS, it is in the best interest of the City to improve the aesthetic appearance of new development and protecting designated historic landscapes; and

WHEREAS, the City seeks to promote the use of canopy trees to sequester carbon dioxide emissions and that increase climate change; and

WHEREAS, the adoption of the provisions 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. Chapter 46, entitled "Environment," of the Code of the City of Miami Beach is hereby amended as follows:

Chapter 46 - ENVIRONMENT

ARTICLE II. - CARE AND MAINTENANCE OF TREES AND PLANTS

DIVISION 2. - TREE PRESERVATION AND PROTECTION

Sec. 46-56. - Definitions.

* * *

Prohibited tree species: Those tree species listed in Chapter 24 of the Miami Dade County Code, as amended, whose sale, propagation, planting, importation or transportation shall be prohibited under Miami-Dade County regulations.

Non-specimen tree: Any tree that is not designated by the City of Miami Beach as an exempt tree, and which:

a. Is located on public land or ~~zoning districts other than single-family districts~~ private land, having no less than a three-inch DBH or ten-foot mature height; or

b. Is a replacement tree or any non-exempt tree that is represented or identified in a planning or development document for the purposes of securing an approved city building or demolition permit.

* * *

Specimen tree: A tree with an individual trunk that has a DBH of 12 inches or greater, or any multiple-trunk tree in which the sum of the diameters of all the trunks at DBH is 12 inches or greater, but not including non-native species of the genus Ficus.

* * *

Sec. 46-58. - Scope, exemptions and prohibited species.

It shall be unlawful for any person, unless otherwise permitted by the provisions of this division, to perform tree removal work or effectively destroy any non-specimen tree, specimen tree or heritage tree located within the boundaries of the City of Miami Beach, on either public or private property, without first obtaining a tree work permit.

(1) Exemptions. The following shall be exempt from the provisions of this division, and do not require a tree work permit:

(a) Removal of prohibited species that do not have a heritage tree designation or are located in a designated historic district.

(b) Removal of dead trees or trees destroyed by an act of God. This exemption does not apply to any trees or palms effectively destroyed through violations of those provisions set forth herein.

(c) Any tree that, as the result of damage, disease or other cause, poses imminent danger to health, safety or property, and therefore requires immediate removal, may be removed without obtaining a tree work permit: provided that the owner of the property can establish that such hazardous condition(s) existed prior to the removal.

(d) Removal of trees within the yard area of an existing single-family residence in a single family zoning district; provided the trees are non~~t~~-specimen trees with a DBH of less than ~~nine~~ six (6) inches ~~or greater~~. This exemption does not apply to trees that are growing on public rights-of-way adjoining existing single family residences.

Sec. 46-59. - Tree work permit application processing, requirements, and review.

(1) Permit, when required. A tree work permit shall be required:

(a) For the removal or relocation of any non-specimen tree, specimen tree or heritage tree within the City of Miami Beach that is subject to review as specified in section 46-58.

No person, agent or representative thereof, directly or indirectly, shall cut down, remove, relocate, or effectively destroy any non-specimen, specimen or heritage tree situated on

any property described in section 46-58, without first obtaining a tree work permit as hereinafter provided. No building permit shall be issued by the city's building department, and no right-of-way permit shall be issued by the public works department, for any work that has the potential to affect trees, including new construction, additions, carports, pools, decks, fences, driveways, parking lots, tennis courts, demolition, or similar work, unless it has been determined that no tree work permit is required, or a valid tree work permit has been issued in accordance with this division.

(2) Application requirements. Applications for tree work permits shall be made on the form provided for that purpose by the public works department. The application shall include a written statement indicating the reasons for the removal or relocation of each tree and shall describe the proposed tree work. The following documentation and any applicable fees shall accompany applications:

(a) Applications for all locations except for existing single-family homes. Applications for tree work, in conjunction with any new construction, including new single-family homes and additions, shall include a tree survey drawn to scale identifying the species and listing the height, spread and DBH of all existing trees shall be provided. The tree survey shall be prepared by and bear the seal of a professional land surveyor, licensed in the State of Florida. In addition, a tree disposition and site plan drawn to scale identifying and listing all existing trees and specifying the condition of each tree and whether such trees are to remain, to be removed or to be relocated, shall be provided. This plan shall also illustrate the location of all existing structures and/or all proposed new construction, as applicable, the location of any overhead and/or underground utilities, the new locations of existing trees to be relocated on site, and all areas affected by construction-related activities. such as access routes to the property, and staging area. The plan shall be prepared by and bear the seal of a landscape architect currently licensed to practice in the State of Florida.

(b) Applications for existing single-family homes. Applications for tree work at existing single-family homes shall require a site sketch indicating the approximate location and disposition of the tree(s).

(c) A tree replacement plan prepared in accordance with section 46-61.

(d) The public works department shall determine the completeness of an application pursuant to this subsection. and provide notification to the applicant of any material that is required for the issuance or denial of the tree work permit.

(3) Review of application. Upon receipt of a completed application, the public works department shall review the application for compliance with the regulations as set forth in this division. Such review may include a field inspection of the site. The public works department shall issue an intended decision approving, denying or approving with conditions the application within 30 calendar days from the date the application is deemed completed.

(4) Issuance of permit. The tree work permit, if approved by the public works department, shall be issued. The property owner shall be responsible for insuring that the tree work permit is displayed until the authorized work is completed. If the permitted work is not completed within one year from the issuance date, the permit shall become subject to revocation.

(5) Fees. Fees for tree work permits shall be established by the city commission. Applications from government agencies for tree removals solely in areas dedicated to

public use may, at the discretion of the city commission, be exempted from application and permit fees.

(6) Final inspection. No later than six months following the completion of the authorized work, the applicant shall schedule a final inspection with the public works department for verification and acceptance of the final authorized work. The inspection shall be conducted by the urban forester or his/her designee. All new, relocated or mitigation trees within the project area shall be replaced, if they are not alive and viable one year after the final inspection. The final inspection requirements for replacement or relocated trees installed at off-site locations pursuant to section 46-61(5) shall require written approval from the public works department.

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 reentered 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 (10) days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2016.

_____

MAYOR

ATTEST:

_____

CITY CLERK

First Reading: July 13, 2016

Second Reading: September 14, 2016

Verified by: _____

Thomas R. Mooney, AICP

Planning Director

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 6/29/16 Date

Underscore denotes new language

~~Strikethrough~~ denotes deleted language

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Condensed Title:

An Ordinance Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, As Follows: In Accordance With The Negotiated Collective Bargaining Agreement, Providing For The Classifications In Group III, Represented By The International Association Of Fire Fighters, (IAFF), Local 1510; Effective The First Pay Period Ending In April Of 2016, There Shall Be An Across The Board Cost-Of-Living Adjustment (COLA) Of One Percent (1%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By One Percent (1%); Effective The First Pay Period Ending In July Of 2017, There Shall Be An Across The Board Cost-Of-Living Adjustment (COLA) Of Three Percent (3%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Three Percent (3%); Effective The First Pay Period Ending In July Of 2018, There Shall Be An Across The Board Cost-Of-Living Adjustment (COLA) Of Three Percent (3%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Three Percent (3%); Repealing All Ordinances In Conflict; Providing For Severability, An Effective Date And Codification.

Key Intended Outcome Supported:

Attract and maintain a Workforce of Excellence.

Supporting Data (Surveys, Environmental Scan, etc

Item Summary/Recommendation:

First Reading

On June 8, 2016, the City Commission ratified a three-year labor agreement with the IAFF effective October 1, 2015 through September 30, 2018. Included in the agreement, the parties agreed to across the board cost of living adjustments (COLA) of one percent (1%) effective the first pay period ending in April 2016, and correspondingly adjusting the minimum and maximum of each pay range accordingly; an across the board COLA of three percent (3%) effective the first pay period ending in July 2017, and correspondingly adjusting the minimum and maximum of each pay range accordingly; an across the board COLA of three percent (3%) for all bargaining unit employees effective the first pay period ending in July 2018, and correspondingly adjusting the minimum and maximum of each pay range accordingly.

Advisory Board Recommendation:

N/A

Financial Information:

		Amount	
Source of Funds:	**1**	FY 2015/2016 Estimated $100,000	Cost of one percent (1%) salary COLA for IAFF bargaining unit
	2	FY 2016/2017 Estimated $355,000	Cost of three percent (3%) salary COLA for IAFF bargaining unit
	3	FY 2017/2018 Estimated $982,500	Cost of three percent (3%) salary COLA for IAFF bargaining unit
OBPI	**Total**	Estimated $1,437,500	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sylvia Crespo-Tabak, Human Resources Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Sylvia Crespo-Tabak	Mark Taxis	Jimmy L. Morales
Sylvia Crespo-Tabak		

MIAMIBEACH

AGENDA ITEM R50
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Phillip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

First Reading

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, IN ACCORDANCE WITH THE NEGOTIATED COLLECTIVE BARGAINING AGREEMENT, PROVIDING FOR QUALIFYING INCUMBENTS IN THE CLASSIFICATIONS IN GROUP III, REPRESENTED BY THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 1510, AS FOLLOWS: EFFECTIVE THE FIRST PAY PERIOD ENDING IN APRIL OF 2016, THERE SHALL BE AN ACROSS-THE-BOARD COST-OF-LIVING ADJUSTMENT (COLA) OF ONE PERCENT (1%), AND THE MINIMUM AND MAXIMUM OF EACH BI-WEEKLY SALARY RANGE WILL ALSO BE INCREASED BY ONE PERCENT (1%); EFFECTIVE THE FIRST PAY PERIOD ENDING IN JULY OF 2017, THERE SHALL BE AN ACROSS-THE-BOARD COST-OF-LIVING ADJUSTMENT (COLA) OF THREE PERCENT (3%), AND THE MINIMUM AND MAXIMUM OF EACH BI-WEEKLY SALARY RANGE WILL ALSO BE INCREASED BY THREE PERCENT (3%); EFFECTIVE THE FIRST PAY PERIOD ENDING IN JULY OF 2018, THERE SHALL BE AN ACROSS-THE-BOARD COST-OF-LIVING ADJUSTMENT (COLA) OF THREE PERCENT (3%), AND THE MINIMUM AND MAXIMUM OF EACH BI-WEEKLY SALARY RANGE WILL ALSO BE INCREASED BY THREE PERCENT (3%); PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

RECOMMENDATION

The Administration recommends the City Commission approve the ordinance at first hearing and set a second reading and public hearing for September 14, 2016.

BACKGROUND

The City of Miami Beach has the following five (5) classified employee groups represented by collective bargaining units:

- Group I - Represented by the American Federation of State, County and Municipal Employees (AFSCME) Local 1554;
- Group II - Represented by the Fraternal Order of Police (FOP) William Nichols Lodge No. 8;
- Group III - Represented by the International Association of Firefighters (IAFF) Local 1510;
- Group IV - Represented by the Communications Workers of America (CWA) Local 3178;

and

- Group V - Represented by the Government Supervisors Association of Florida (GSAF), OPEIU, Local 100.

In addition, the City has one classified employee group, Group VI, comprising all other classifications in the classified service not covered by a bargaining unit. This group is commonly referred to in the City of Miami Beach as "Others". There is a seventh salary group comprised of at-will employees commonly referred to as Unclassified.

ANALYSIS

On June 8, 2016, the City Commission ratified a three-year labor agreement between the City and the IAFF, covering the period October 1, 2015 through September 30, 2018. Included in the agreement between the Parties is a provision that requires amendments to the Classified Salary Ordinance (Ordinance No. 789).

The first amendment calls for the implementation of a one percent (1%) across the board cost living adjustment (COLA), effective the first full pay period ending April of 2016, for all bargaining unit employees, and providing for a corresponding increase to the minimum and maximum of each pay range. The one percent (1%) COLA, effective with the first full pay period in April of 2016, represents an impact of approximately $100,000.

The second amendment calls for the implementation of a three percent (3%) across the board cost of living adjustment (COLA), effective the first full pay period ending July 20 2017, for all bargaining unit employees, and providing for a corresponding increase to the minimum and maximum of each pay range. The three percent (3%) COLA, effective with the first full pay period in July 2017, represents an impact of approximately $355,000.

The third amendment calls for the implementation of a three percent (3%) across the board cost of living adjustment (COLA), effective the first full pay period ending July 20 2018, for all bargaining unit employees, and providing for a corresponding increase to the minimum and maximum of each pay range. The three percent (3%) COLA, effective with the first full pay period in July 2017, represents an impact of approximately $982,500.

The estimated figures do not take into consideration current turnover rates or vacant positions; however, the Administration anticipates the impact of such to be minimal. Any of the aforementioned classified employees who separate from employment with the City prior to the date of implementation of the COLA's, will not be eligible to receive the COLA increases.

CONCLUSION

Based upon the agreed upon terms between the City and the IAFF, and the City Commission's ratification of said agreement, the Administration recommends amending Ordinance No. 789, as set forth above and in the applicable collective bargaining agreement between the parties.

The Administration recommends approving the proposed ordinance amendments and setting a second reading, public hearing for the September 14, 2016, City Commission meeting.

JLM/MT/SC-T

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, IN ACCORDANCE WITH THE NEGOTIATED COLLECTIVE BARGAINING AGREEMENT, PROVIDING FOR QUALIFYING INCUMBENTS IN THE CLASSIFICATIONS IN GROUP III, REPRESENTED BY THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 1510, AS FOLLOWS: EFFECTIVE THE FIRST PAY PERIOD ENDING IN APRIL OF 2016, THERE SHALL BE AN ACROSS-THE-BOARD COST-OF-LIVING ADJUSTMENT (COLA) OF ONE PERCENT (1%), AND THE MINIMUM AND MAXIMUM OF EACH BI-WEEKLY SALARY RANGE WILL ALSO BE INCREASED BY ONE PERCENT (1%); EFFECTIVE THE FIRST PAY PERIOD ENDING IN JULY OF 2017, THERE SHALL BE AN ACROSS-THE-BOARD COST-OF-LIVING ADJUSTMENT (COLA) OF THREE PERCENT (3%), AND THE MINIMUM AND MAXIMUM OF EACH BI-WEEKLY SALARY RANGE WILL ALSO BE INCREASED BY THREE PERCENT (3%); EFFECTIVE THE FIRST PAY PERIOD ENDING IN JULY OF 2018, THERE SHALL BE AN ACROSS-THE-BOARD COST-OF-LIVING ADJUSTMENT (COLA) OF THREE PERCENT (3%), AND THE MINIMUM AND MAXIMUM OF EACH BI-WEEKLY SALARY RANGE WILL ALSO BE INCREASED BY THREE PERCENT (3%); PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, classified employees are categorized into six (6) groups: Group I represented by the American Federation of State, County and Municipal Employees (AFSCME) Local 1554; Group II represented by the Fraternal Order of Police (FOP) William Nichols Lodge No. 8; Group III represented by the International Association of Firefighters (IAFF) Local 1510; Group IV represented by the Communications Workers of America (CWA) Local 3178; Group V represented by the Government Supervisors Association of Florida (GSAF), OPEIU, Local 100; and Group VI comprising of all other classifications in the classified service not covered by a bargaining unit (commonly referred to as "Others"); and

WHEREAS, the City of Miami Beach has approximately 1,634 classified employees; and

WHEREAS, on May 4, 2016, the IAFF confirmed that their membership ratified the collective bargaining agreement with 97.4% of the membership voting in favor of the proposed three-year agreement; and

WHEREAS, on June 8, 2016, the City Commission ratified the three-year labor agreement with the IAFF, effective October 1, 2015 through September 30, 2018; and

WHEREAS, included in the ratified agreement between the City and the IAFF are provisions for the implementation of a one percent (1%) across-the-board cost-of-living adjustment (COLA), effective the first pay period ending in April of 2016, for all classified employees represented by the IAFF, with a corresponding one percent (1%) increase to the minimum and maximum of each classification's bi-weekly salary range; a three percent (3%) across-the-board COLA, effective the first pay period ending in July of 2017, for all classified employees represented by the IAFF, with a corresponding three

percent (3%) increase to the minimum and maximum of each classification's bi-weekly salary range; a three percent (3%) across-the-board COLA, effective the first pay period ending in July of 2018, for all classified employees represented by the IAFF, with a corresponding three percent (3%) increase to the minimum and maximum of each classification's bi-weekly salary range; and

WHEREAS, classified employees represented by the IAFF collective bargaining unit who separated from employment with the City prior to the date of implementation of the COLA (effective the first pay period ending in April of 2016; effective the first pay period ending in July of 2017; and effective the first pay period ending in July of 2018) will not be qualifying incumbents and will not be eligible for the COLA increases; and

WHEREAS, the estimated impact for employees covered by the IAFF bargaining unit in the FY 2015/16 operating budget is $100,000; for the FY 2016/17 operating budget the estimated impact is $355,000; and for the FY 2017/18 operating budget the estimated impact is $982,500; and

WHEREAS, in addition, there is a need to amend the classified employees salary ordinance to delete an obsolete classification for the classified employees covered by the IAFF bargaining unit.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1: The following one percent (1%) increase to the minimum and the maximum of the bi-weekly salary ranges and a one percent COLA for qualifying incumbents shall be effective the first pay period ending in April of 2016. Qualifying incumbents covered by the IAFF bargaining unit shall receive a one percent (1%) COLA provided that the employee's base salary does not exceed the maximum of his or her bi-weekly salary range for the classifications established in the section below.

GROUP III
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 1510

Salary Ranges and Classification

A. Classification and Salaries

JOB CLASSIFICATION	JOB NUMBER		MINIMUM BI-WEEKLY		MAXIMUM BI-WEEKLY
FIREFIGHTER ~~I~~	5110	~~1,788.20~~	**1,806.09**	~~3,109.14~~	**3,140.23**
~~FIREFIGHTER II~~	~~5109~~	~~3,107.70~~		~~3,427.52~~	
FIRE LIEUTENANT	5107	~~3,596.41~~	**3,632.38**	~~3,967.37~~	**4,007.04**
FIRE CAPTAIN	5105	~~4,165.74~~	**4,207.39**	~~4,592.72~~	**4,638.65**

SECTION 2: The following three percent (3%) increase to the minimum and the maximum of the bi-weekly salary ranges and a three percent (3%) COLA for qualifying incumbents shall be effective the first pay period ending in July of 2017. Qualifying incumbents covered by the IAFF bargaining unit shall receive a three percent (3%) COLA provided that the employee's base salary does not exceed the maximum of his or her bi-weekly salary range for the classifications established in the section below.

GROUP III
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 1510

Salary Ranges and Classification

B. Classification and Salaries

JOB CLASSIFICATION	JOB NUMBER		MINIMUM BI-WEEKLY		MAXIMUM BI-WEEKLY
FIREFIGHTER I	5110	~~1,806.09~~	**1,860.27**	~~3,140.23~~	**3,234.44**
FIRE LIEUTENANT	5107	~~3,632.38~~	**3,741.35**	~~4,007.04~~	**4,127.25**
FIRE CAPTAIN	5105	~~4,207.39~~	**4,333.61**	~~4,638.65~~	**4,777.81**

SECTION 3: The following three percent (3%) increase to the minimum and the maximum of the bi-weekly salary ranges and a three percent (3%) COLA for qualifying incumbents shall be effective the first pay period ending in July of 2018. Qualifying incumbents covered by the IAFF bargaining unit shall receive a three percent (3%) COLA provided that the employee's base salary does not exceed the maximum of his or her bi-weekly salary range for the classifications established in this section below.

GROUP III
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 1510

Salary Ranges and Classification

C. Classification and Salaries

JOB CLASSIFICATION	JOB NUMBER		MINIMUM BI-WEEKLY		MAXIMUM BI-WEEKLY
FIREFIGHTER I	5110	~~1,860.27~~	**1,916.08**	~~3,234.44~~	**3,331.47**
FIRE LIEUTENANT	5107	~~3,741.35~~	**3,853.59**	~~4,127.25~~	**4,251.07**
FIRE CAPTAIN	5105	~~4,333.61~~	**4,463.62**	~~4,777.81~~	**4,921.14**

SECTION 6: REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith are hereby repealed.

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 on the_____ day of _____, 2016.

PASSED AND **ADOPTED** this _____ day of _____, 2016.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

T:\AGENDA\2016\July\Human Resources\IAFF Classified Salary Ordinance - 1st Reading - 07-13-16.docx

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DT 7/6/16
Date

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R5P An Ordinance Amending Chapter 31 Of The Code Of The City Of Miami Beach, Entitled "Purchasing," By Creating Article III, To Be Entitled "Local Workforce Participation Requirement For Construction Contracts," To Establish Workforce Requirements For City Construction Contracts In Excess Of $1,000,000 For The Construction, Demolition, Alteration And/Or Repair Of Public Buildings, Public Works, And Buildings Or Improvements Located On City-Owned Land; Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**

(Sponsored by Commissioner Micky Steinberg).

(Legislative Tracking: Procurement/City Attorney)

(Item to be Submitted in Supplemental)

Agenda Item R5P
Date 7-13-16

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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: **July 13, 2016** **FIRST READING**

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 III, ENTITLED "AGENCIES, BOARDS, AND COMMITTEES," BY AMENDING DIVISION 15, ENTITLED "MIAMI BEACH SISTER CITIES PROGRAM" AND DIVISION 16, ENTITLED "MIAMI BEACH YOUTH COMMISSION" TO REMOVE "MIAMI BEACH" FROM THE NAME OF THE SISTER CITIES PROGRAM AND THE YOUTH COMMISSION; AND, FURTHER AMENDING CHAPTER 62, ENTITLED "HUMAN RELATIONS," BY AMENDING ARTICLE II, ENTITLED "DISCRIMINATION," BY AMENDING DIVISION I, ENTITLED "GENERALLY", BY AMENDING SECTION 62-34 THEREOF, ENTITLED "CITY OF MIAMI BEACH HUMAN RIGHTS COMMITTEE ESTABLISHED," TO REMOVE "CITY OF MIAMI BEACH" FROM THE NAME OF THE COMMITTEE; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Pursuant to the request of Commissioner John Elizabeth Alemán, the above-referenced Ordinance was drafted to amend the names of the Miami Beach Sister Cities Program and the Miami Beach Youth Commission by removing the words "Miami Beach" from the names. In addition, the Ordinance removes the words "City of Miami Beach" from the name of the City of Miami Beach Human Rights Committee. These amendments will provide ease of alphabetical reference and consistency with the names of other City advisory boards and committees which are not preceded by the words "Miami Beach" or "City of Miami Beach."

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Agenda Item R5Q
Date 7-13-16

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE III, ENTITLED "AGENCIES, BOARDS, AND COMMITTEES," BY AMENDING DIVISION 15, ENTITLED "MIAMI BEACH SISTER CITIES PROGRAM" AND DIVISION 16, ENTITLED "MIAMI BEACH YOUTH COMMISSION" TO REMOVE "MIAMI BEACH" FROM THE NAME OF THE SISTER CITIES PROGRAM AND THE YOUTH COMMISSION; AND, FURTHER AMENDING CHAPTER 62, ENTITLED "HUMAN RELATIONS," BY AMENDING ARTICLE II, ENTITLED "DISCRIMINATION," BY AMENDING DIVISION I, ENTITLED "GENERALLY", BY AMENDING SECTION 62-34 THEREOF, ENTITLED "CITY OF MIAMI BEACH HUMAN RIGHTS COMMITTEE ESTABLISHED," TO REMOVE "CITY OF MIAMI BEACH" FROM THE NAME OF THE COMMITTEE; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, in order to provide consistency and ease of alphabetical reference with regard to the names of the City's advisory boards and committees, the following amendments to the City Code should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Article III of Chapter 2 of the Code of the City of Miami Beach, Florida is hereby amended as follows:

CHAPTER 2

ADMINISTRATION

* * *

ARTICLE III. AGENCIES, BOARDS AND COMMITTEES

* * *

Division 15. ~~Miami Beach~~ Sister Cities Program

Sec. 2-181. Established; powers and duties; composition.

(a) *Established.* There is hereby established ~~the Miami Beach~~ a Sister Cities Program, whose purposes, power and duties, composition, membership qualification and general governing regulations are as set forth in this section.

* * *

Division 16. ~~Miami Beach~~ Youth Commission

Sec. 2-186. Established; purpose.

There is hereby created ~~the Miami Beach~~ a Youth Commission (the "Youth Commission") which is an advisory board of the City. The purpose of the Youth Commission is to provide the youth of Miami Beach with a vehicle to learn about government, participate in the process of City government, represent and articulate the needs of youth in the City, and provide recommendations to the Mayor and City Commissioners on issues and programs affecting the youth and teen population in the City.

* * *

SECTION 2. That Section 62-34 of Division 1 of Article II of Chapter 62 of the Code of the City of Miami Beach, Florida is hereby amended as follows:

CHAPTER 62
HUMAN RELATIONS

* * *

ARTICLE II. DISCRIMINATION

Division 1. Generally

* * *

Sec. 62-34. ~~City of Miami Beach~~ Human Rights Committee established.

Effective April 15, 2010, there shall be established a ~~City of Miami Beach~~ Human Rights Committee, which shall be a standing committee of the city.

* * *

SECTION 3. REPEALER.

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

SECTION 4. SEVERABILITY.

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

SECTION 5. CODIFICATION.

It is the intention of the 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 Miami Beach City Code. 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 6. EFFECTIVE DATE.

This Ordinance shall take effect on the _____ day of _____, 2016.

PASSED AND ADOPTED this ____ day of _____, 2016.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney DT — Date 7/5/16

Underline denotes additions
~~Strikethrough~~ denotes deletions

(Sponsored by Commissioner John Elizabeth Alemán)

F:\ATTO\TURN\ORDINANC\Board & Committee names-removing - MIAMI BEACH.docx

R5R An Ordinance Amending The Miami Beach Human Rights Ordinance (Ordinance No. 2010-3669), By Amending Chapter 62, Entitled "Human Relations," By Amending Article II, Entitled "Discrimination," By Amending Divisions 1-4, Entitled "Generally," "Administration," "Regulations," And "Exceptions," By Amending Sections 62-31, Entitled "Definitions;" 62-33, Entitled "Purpose; Declaration Of Policy;" 62-37, Entitled "Duties And Powers;" 62-59, Entitled "Information On Complaint;" 62-88.1, Entitled "Discrimination In Public Services;" 62-90, Entitled "Municipal Facilities;" 62-91, Entitled "Municipal Funds;" And 62-112, Entitled "Housing;" To Amend The Protected Classes Within The Ordinance To Include The Following Categories: Ancestry, Height, Weight, Domestic Partner Status, Labor Organization Membership, Familial Situation, And Political Affiliation; And By Amending Sections Those Same Additional Categories And To Provide That The Human Rights Ordinance Shall Apply To Actual And Perceived Membership In A Protected Class; And Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**

(Sponsored by Commissioner John Elizabeth Alemán)

(Office of the City Attorney)

(Item to be Submitted in Supplemental)

Agenda Item R5R
Date 7-13-16

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Members of the City Commission

cc: Jimmy L. Morales
City Manager

FROM: Raul J. Aguila
City Attorney

DATE: July 13, 2016

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 142 OF THE CITY CODE, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 13, "MXE MIXED USE ENTERTAINMENT DISTRICT," BY CREATING SECTION 142-551 THEREOF, ENTITLED "ADDITIONAL REGULATIONS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS," TO TERMINATE THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT ALCOHOLIC BEVERAGE ESTABLISHMENTS LOCATED ON OCEAN DRIVE BETWEEN 5TH AND 15TH STREETS (EXCEPT FOR INDOOR PORTIONS OF ALCOHOLIC BEVERAGE ESTABLISHMENTS THAT ARE COMPLETELY ENCLOSED AND LOCATED ENTIRELY WITHIN HOTELS) AT 2:00 A.M.; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Introduction

Pursuant to the request of Mayor Philip Levine, the attached Ordinance amending the City's land development regulations is submitted for consideration on First Reading by the City Commission. Specifically, the Ordinance amends the regulations for the MXE (Mixed Use Entertainment) district to terminate the sale and consumption of alcoholic beverages at alcoholic beverage establishments located on Ocean Drive between 5th and 15th Streets, at 2:00 a.m., except for indoor portions of alcoholic beverage establishments that are completely enclosed and located entirely within hotels.

The City's Authority to Regulate the Hours of Sale of Alcoholic Beverages

The State expressly grants the City the authority to establish its own regulations for the time for sale of alcoholic or intoxicating beverages. 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. Section 562.14, Florida Statutes, clearly indicates that the State shall not be responsible for the enforcement of the hours of sale established by municipal ordinance.

Agenda Item R5S
Date 7-13-16

In *Wednesday Night, Inc. v. City of Fort Lauderdale*, 272 So. 2d 502 (Fla. 1972), the Florida Supreme Court upheld Section 562.14, Florida Statutes, holding that the statute, which relates to state, municipal, and county regulations of the time for sale of alcoholic and intoxicating beverages (1) does not contravene Federal and State constitutional guarantees of due process and equal protection of the laws; (2) does not constitute an unlawful delegation of the powers of the legislature; and (3) does not contravene any of the prohibitions against special laws or general laws of local application appearing in Section 11 of Article III of the Florida Constitution.

Florida Courts have held that a municipality exercising its inherent powers may reasonably regulate the sale of intoxicating liquors and, in providing such reasonable regulations, may prohibit sale of such liquors within certain zones. *State ex rel. Floyd v. Noel*, 169 So. 549 (Fla. 1936). Furthermore, the Florida Attorney General has opined that a municipality may regulate (1) the hours of sale, (2) zoning of locations in which alcoholic beverages may be sold, and (3) the sanitary conditions under which alcoholic beverages may be dispensed or served to the public. Op. Att'y Gen. Fla., 059-73 (1959).

Based upon the foregoing, it is clear that a City may regulate the hours of sale of alcoholic beverages at sidewalk cafes, provided the regulations are not exercised in an arbitrary or discriminatory manner, and are grounded upon some reasonable basis of classification with reference to the subject matter to be regulated. *Makos v. Prince*, 64 So. 2d 670 (1953). In regulating the sale of alcoholic beverages, the City may create regulations that establish separate zones and the Courts do not require that regulation of hours be uniform throughout the jurisdictional limits. *Id.* The Florida Attorney General has opined that different hours may be provided for in a municipal ordinance, provided there is reasonable relation to the health, safety, and morals of the community. Op. Att'y Gen. Fla., p. 497 (1950).

To be clear, a business is neither entitled to "grandfathered" status nor entitled to enjoin enforcement of an ordinance regulating the times during which liquor may be sold. *Village of North Palm Beach v. S & H Foster's Inc.*, 80 So. 3d 433 (Fla. 4th DCA 2012); *Other Place of Miami, Inc. v. City of Hialeah Gardens,* 353 So. 2d 861 (Fla. 3d DCA 1977). Further, the courts have upheld municipal ordinances against claims for injunctive relief against municipal ordinances regulating the time at which alcoholic beverages may be sold, because municipalities have the statutory authority to set times for sale of alcoholic beverages. *Id.*; *Playpen S., Inc. v. City of Oakland Park,* 396 So. 2d 830 (Fla. 4th DCA 1981). Lastly, Florida Courts have ruled that hours of operation are not a property right. *S. Daytona Rests., Inc. v. City of S. Daytona,* 186 So. 2d 78 (Fla. 1st DCA 1966).

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 142 OF THE CITY CODE, ENTITLED "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 13, "MXE MIXED USE ENTERTAINMENT DISTRICT," BY CREATING SECTION 142-551 THEREOF, ENTITLED "ADDITIONAL REGULATIONS FOR ALCOHOLIC BEVERAGE ESTABLISHMENTS," TO TERMINATE THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT ALCOHOLIC BEVERAGE ESTABLISHMENTS LOCATED ON OCEAN DRIVE BETWEEN 5TH AND 15TH STREETS (EXCEPT FOR INDOOR PORTIONS OF ALCOHOLIC BEVERAGE ESTABLISHMENTS THAT ARE COMPLETELY ENCLOSED AND LOCATED ENTIRELY WITHIN HOTELS) AT 2:00 A.M.; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach (the "City") regulates the location, size, hours of operation, and minimum patron age for alcoholic beverage establishments; and

WHEREAS, Chapter 6 of the City Code establishes minimum regulations for the sale and consumption of alcoholic beverages throughout the City, and district-specific alcoholic beverage regulations are set forth in Chapter 142; and

WHEREAS, the sale and consumption of alcoholic beverages after 2:00 a.m. along the Ocean Drive corridor can disturb the quiet enjoyment of the community, cause undesirable noise, result in physical disputes amongst patrons and passers-by, and contribute to litter, noxious odors, and the general degradation of the City; and

WHEREAS, it is therefore in the best interest of the City, and it serves the health, safety, and welfare of the City's residents and visitors, to require that alcoholic beverage establishments (except indoor portions of alcoholic beverage establishments that are completely enclosed and located entirely within hotels) terminate the sale and consumption of alcoholic beverages at 2:00 a.m.; and

WHEREAS, the presence of alcoholic beverage establishments within hotels insulates the community from the adverse impacts of the sale and consumption of alcoholic beverages; and

WHEREAS, State law 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, a municipality may, by ordinance, establish hours of sale for alcoholic beverages; and

WHEREAS, Florida courts have rejected equal protection and due process challenges to Section 562.14, Florida Statutes (*See Wednesday Night, Inc. v. City of Fort Lauderdale* (Fla. 1973)); and

WHEREAS, in *State ex rel. Floyd v. Noel* (Fla. 1936), the Florida Supreme Court recognized that "[i]t is so well settled that no citation of authority is required to support the statement that a municipality exercising the powers inherent in municipal corporations may reasonably regulate the sale of intoxicating liquors and in providing such reasonable regulations may prohibit the sale of such liquors within certain hours, and also may prohibit the sale of liquors within certain zones"; and

WHEREAS, in *Makos v. Prince* (Fla. 1953), the Florida Supreme Court recognized that a county may establish separate zones for the hours of sale of alcoholic beverages, and that the regulation of hours need not be uniform throughout the county as a whole; and

WHEREAS, the Florida Attorney General has opined that a municipality may regulate (1) the hours of sale, (2) zoning of locations in which alcoholic beverages may be sold, and (3) the sanitary conditions under which alcoholic beverages may be dispensed or served to the public. Florida AGO 059-73 (1959); and

WHEREAS, Florida courts have consistently held that alcoholic beverage establishments are not entitled to grandfather status as to hours of sale for alcoholic beverages (*See Village of North Palm Beach v. S & H Foster's, Inc.* (Fla. 4th DCA 2012); *Other Place of Miami, Inc. v. City of Hialeah Gardens* (Fla. 3d DCA 1978)); and

WHEREAS, a business is neither entitled to "grandfathered" status nor entitled to enjoin enforcement of an ordinance regulating the times during which liquor may be sold. *Village of North Palm Beach v. S & H Foster's Inc.*, 80 So. 3d 433 (Fla. 4th DCA 2012); *Other Place of Miami, Inc. v. City of Hialeah Gardens,* 353 So. 2d 861 (Fla. 3d DCA 1977); and

WHEREAS, injunctive relief is not available against the enforcement of a municipal ordinance regulating the time at which alcoholic beverages may be sold, because municipalities have the statutory authority to set times for sale of alcoholic beverages. *Id.*; *Playpen S., Inc. v. City of Oakland Park,* 396 So. 2d 830 (Fla. 4th DCA 1981); and

WHEREAS, Florida Courts have ruled that hours of operation are not a property right. *S. Daytona Rests., Inc. v. City of S. Daytona,* 186 So. 2d 78 (Fla. 1st DCA 1966); 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. Section 142-551 of Article II of Chapter 142 of the City Code is hereby created as follows:

CHAPTER 142
ZONING DISTRICTS AND REGULATIONS

* * *

ARTICLE II. – DISTRICT REGULATIONS

* * *

DIVISION 13. – MXE MIXED USE ENTERTAINMENT DISTRICT

* * *

Sec. 142-551. Additional regulations for alcoholic beverage establishments.

(a) *Hours of sale.* Notwithstanding the requirements set forth in section 6-3, alcoholic beverages shall not be offered for sale or consumption between the hours of 2:00 a.m. and 8:00 a.m. at alcoholic beverage establishments located in the area generally bounded by Ocean Court to the west, Ocean Drive to the east, 5th Street to the south, and 15th Street to the north.

(b) *Exceptions.* This section shall not apply to any indoor portion of an alcoholic beverage establishment that is completely enclosed and located entirely within a hotel.

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 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 _____, 2016.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

(Sponsored by Mayor Philip Levine)

Underline denotes new language
~~Strikethrough~~ denotes removed language

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION
City Attorney 7/6/16
Date
NK

F:\ATTO\KALN\ORDINANCES\MXE Ocean Drive Alcohol Regs - 1st READING ORD.docx

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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

FIRST READING

FROM: **RAUL J. AGUILA, CITY ATTORNEY**

DATE: **JULY 13, 2016**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 102 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "TAXATION," BY AMENDING ARTICLE V, ENTITLED "LOCAL BUSINESS TAX," BY CREATING SECTION 102-386 THEREOF TO BE ENTITLED "PROPERTY OWNER'S RESPONSIBILITIES REGARDING LEGALLY PERMISSIBLE TRANSIENT RENTAL AND OCCUPANCY (SHORT TERM) OF RESIDENTIAL PROPERTY," BY PROHIBITING PROPERTY OWNERS FROM ADVERTISING THE TRANSIENT RENTAL OR OCCUPANCY OF A RESIDENTIAL PROPERTY WITHOUT THE SUBMISSION OF AFFIDAVIT TO THE CITY, BY REQUIRING THE AFFIDAVIT TO CONFIRM THAT THE LAND DEVELOPMENT REGULATIONS AUTHORIZE TRANSIENT RENTAL AND OCCUPANCY; AND ENSURING THAT THE PROPERTY OWNER OBTAINS COMPLIANCE WITH THOSE PROVISIONS SET FORTH WITHIN CHAPTER 102, AND REQUIRING NOTIFICATION TO PROSPECTIVE GUESTS BY PROPERTY OWNERS THAT OPERATE INDEPENDENTLY OF THE PRIMARY HOTEL OPERATOR; AND ESTABLISHING A PENALTY PROVISION FOR VIOLATIONS OF THIS SECTION; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Commissioner Joy Malakoff and Commissioner John Elizabeth Alemán have proposed an ordinance amendment to Chapter 102, by creating Section 102-386 that will be titled "Property Owner's Responsibilities Regarding Legally Permissible Transient Rental and Occupancy (Short Term) of Residential Property." The proposed ordinance will prohibit property owners from advertising the transient rental or occupancy of a residential property without the submission of an Affidavit to the City. The Affidavit will ensure that the property owner obtains compliance with the City Code, and confirm that the Land Development regulations authorize the transient rental or occupancy at the premises.

The proposed Ordinance is an important public policy component that will ensure the City's residents continue to enjoy their single and multifamily residences, and to make certain that the character and value of these residential neighborhoods and residences are protected and properly preserved. The City has a substantial interest in maintaining the aesthetics, character and tranquility of its residential neighborhoods, in conjunction with regulating the impacts of

Agenda Item RST
Date 7-13-16

transients rentals and occupancy, which this proposed Ordinance directly advances as an important governmental interest.

This proposed Ordinance will prohibit those persons seeking to financial exploit the rental of single and multi-family residences in those unpermitted zoning districts, thereby prohibiting the creation of adverse living conditions for the City residents, by preventing excessive number of guest(s), vehicle(s) and noise that tragically impact these quiet residential communities, and devastates the residential character of single-family and multi-family neighborhoods.

RA/AB/sc

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 102 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "TAXATION," BY AMENDING ARTICLE V, ENTITLED "LOCAL BUSINESS TAX," BY CREATING SECTION 102-386 THEREOF TO BE ENTITLED "PROPERTY OWNER'S RESPONSIBILITIES REGARDING LEGALLY PERMISSIBLE TRANSIENT RENTAL AND OCCUPANCY (SHORT TERM) OF RESIDENTIAL PROPERTY," BY PROHIBITING PROPERTY OWNERS FROM ADVERTISING THE TRANSIENT RENTAL OR OCCUPANCY OF A RESIDENTIAL PROPERTY WITHOUT THE SUBMISSION OF AFFIDAVIT TO THE CITY, BY REQUIRING THE AFFIDAVIT TO CONFIRM THAT THE LAND DEVELOPMENT REGULATIONS AUTHORIZE TRANSIENT RENTAL AND OCCUPANCY; AND ENSURING THAT THE PROPERTY OWNER OBTAINS COMPLIANCE WITH THOSE PROVISIONS SET FORTH WITHIN CHAPTER 102, AND REQUIRING NOTIFICATION TO PROSPECTIVE GUESTS BY PROPERTY OWNERS THAT OPERATE INDEPENDENTLY OF THE PRIMARY HOTEL OPERATOR; AND ESTABLISHING A PENALTY PROVISION FOR VIOLATIONS OF THIS SECTION; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the rental of single-family and multi-family residential properties for periods of less than six months and one day is generally prohibited by the Land Development Regulations ("LDRs"), with very limited exceptions; and

WHEREAS, property owners of single and multi-family residence(s) or unit(s) continue to unlawfully engage in the transient rental and occupancy in violation of the City of Miami Beach Code of Laws and Ordinances (the "City Code"), which creates excessive number of guests, vehicles and noise, and cause inappropriate adverse impacts on the surrounding residences and residential neighborhood; and

WHEREAS, the City has a substantial interest in ensuring and maintaining the aesthetics, character and tranquility of its residential neighborhoods, as well as ensuring compliance with those City Codes regarding these commercial activities, and this provision directly advances these interests by serving a narrowly tailored interest of the City; and

WHEREAS, the transient rental or occupancy of residential properties or units are more appropriately held in those specific zoning districts that are designed for such numbers of persons, with the impacts resulting therefrom more appropriately mitigated; and

WHEREAS, an owner of a residential property or unit seeking to engage in the transient rental or occupancy must obtain verification that the City's LDR's authorize the transient rental and occupancy of the residential property as a permitted use; and

WHEREAS, the submission of an affidavit to the City will ensure compliance with the City Code, and will establish confirmation by the property owner that there has been a verification of the LDR's for the transient rental and occupancy at the residential property; and

WHEREAS, the affidavit will identify that the property owner has obtained the appropriate business tax receipt, and mandate that a resort tax registration certificate has been acquired pursuant to Chapter 102 of the City Code; and

WHEREAS, an owner of a residential property or unit located within an apartment-hotel or condominium-hotel, which is not affiliated with the primary hotel operator (hotel pool of units), will be legally required to provide written notification to a prospective guest disclosing the non-affiliation with the primary hotel operator; and

WHEREAS, the City Commission finds that such a regulation is consistent with and furthers the public health, safety and welfare of the City, and must be adopted to accomplish the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 102 entitled "Taxation," Article V entitled "Local Business Tax," of the Code of the City Miami Beach is hereby amended to create Section 102-386 to be entitled "Property Owner's Responsibilities regarding Transient Rental and Occupancy (Short Term) of Residential Property," as follows:

CHAPTER 102

TAXATION

* * *

Article V. Local Business Tax.

Sec. 102-386. Property Owner's Responsibilities regarding Legally Permissible Transient Rental and Occupancy (Short Term) of Residential Property.

A. An owner of a residential property is prohibited from advertising the residential property, or any portion thereof, for its transient rental or occupancy, unless:

(1) The property owner submits an affidavit to the City, under penalty or perjury, for each residential property or unit (or any portion thereof), which states that the property owner:

a. Has confirmed that the City's Land Development Regulations, which are applicable to the residential property, authorize the property owner to engage in the transient rental or occupancy of the residential property or unit; and

b. Has obtained a business tax receipt that has been issued to the property owner for the purpose of engaging in the transient rental or occupancy of the residential property or unit, as authorized by the City's Land Development Regulations; and

c. Has registered the residential property with the City Finance Director, and obtained the appropriate resort tax registration certificate pursuant to Chapter 102, Article IV, Division 4 of this Code.

B. Notwithstanding the requirements of Subsection A., a property owner of a residential unit(s), which is located within an apartment-hotel or a condominium-hotel, must disclose within the affidavit that each prospective guest receives written notification that the unit(s) is/are not affiliated with the primary hotel operator at the property, and that the prospective guest is not entitled to those benefits and amenities that are offered by the primary hotel operator.

C. Penalties and enforcement.

(1) A violation of this Section shall be subject to the following fines:

a. If the violation is the first offense, a person or business shall receive a civil fine of $1,000.00;

b. If the violation is the second violation within the preceding six months, a person or business shall receive a civil fine of $2,000.00;

c. If the violation is the third violation within the preceding six months, a person or business shall receive a civil fine of $3,000.00; and

d. If the violation is the fourth or subsequent violation within the preceding six months, a person or business shall receive a civil fine of $5,000.00.

(2) Enforcement. The Code Compliance Department shall enforce this section. This shall not preclude other law enforcement agencies from any action to assure compliance with this section and all applicable laws. If a violation of this section is observed, the 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 special master may be informed of such failure by report from the police officer. The failure of the named violator to appeal the decision of the police officer within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before the special master, and shall be treated as an admission of the violation, for which fines and penalties shall be assessed accordingly.

d. A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. On or after the sixty-first (61st) day following the recording of any such lien that remains unpaid, the City may foreclose or otherwise execute upon the lien.

e. Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

f. The special master shall be prohibited from hearing the merits of the notice of violation or considering the timeliness of a request for an administrative hearing if the violator has failed to request an administrative hearing within ten (10) days of the service of the notice of violation.

g. The special master shall not have discretion to alter the penalties prescribed in subsection C(1).

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 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 on the _____day of _____, 2016.

PASSED and ADOPTED this _____ day of _____, 2016.

ATTEST:

_____
Mayor Philip Levine

_____
Rafael E. Granado, City Clerk

Underline denotes new language

(Sponsored by Commissioner Joy Malakoff and Commissioner John Elizabeth Alemán)

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney AB 7/7/16
Date

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R7

RESOLUTIONS

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA SETTING 1) THE PROPOSED OPERATING MILLAGE RATE; 2) THE REQUIRED DEBT SERVICE MILLAGE RATE; 3) THE CALCULATED "ROLLED-BACK" RATE; AND, 4) THE DATE, TIME, AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE MILLAGE RATES AND BUDGETS FOR FISCAL YEAR (FY) 2016/17; FURTHER AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES

Key Intended Outcome Supported:

Ensure expenditure trends are sustainable over the long term

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

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:

FS 200.065, entitled "Method of Fixing Millage" establishes specific guidelines that must be used by all local government entities in setting millage (property tax) rates. Under the statute, the City is required, within 35 days of receipt of the "Certification of Taxable Value" (received July 1, 2016), to advise the Miami-Dade County Property Appraiser of the proposed general operating millage rate, the calculated "rolled-back" rate and the date, time, and place of the first public hearing to consider the proposed millage rates and tentative budgets for FY 2016/17. The required Debt Service millage rate must also be set at the same time as the General Operating millage.

After setting the proposed operating millage rate, the Commission may, at any time prior to the final adoption, lower the rates by adjusting priorities. However, increasing the millage rate may only be accomplished by an expensive mailing and advertising process to every property owner on Miami Beach. The City's proposed operating millage rate as well as that of other taxing authorities will be included in the Truth-in-Millage (TRIM) statement sent to each property owner in the City on August 24th by the Property Appraiser.

For FY 2016/17, the Administration proposes a total combined millage rate for the City of Miami Beach of 5.8888, which represents a decrease of 0.0235 mills from 5.9123 in FY 2015/16. The proposed voted debt service millage rate is adjusted from 0.2031 to 0.1796, a decrease of 0.0235 mills. The FY 2016/17 proposed millage rate requires a majority vote.

The proposed millage provides funding to offset increases to the FY 2015/16 Current Service Level Budget in employee costs such as a 1 percent cost of living increase; 2 percent performance-based merit increase; additional union contract changes for members of the Fraternal Order of Police and International Association of Fire Fighters; the impact of annualized costs for items added during FY 2015/16; higher operating costs; internal service fund charge-backs; and several new program and service enhancements.

Advisory Board Recommendation:

Finance & Citywide Projects Committee meetings on June 6th, July 6th, and July 22nd, 2016

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

Financial Impact Summary The July 1, 2016 Certification of Taxable Value from the Miami-Dade County Property Appraiser reflects a 13.03 percent increase in Citywide property tax values from the July 1, 2015 tax roll certification. Given that the City Center RDA had a 16.4 percent increase in taxable values, the increase outside the City Center RDA, which impacts the City's General Fund revenues, was 12.3 percent. The proposed millage for the FY 2016/17 budget results in increased property tax revenues in the General Fund of $17.6 million.

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM R7A

DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA SETTING 1) THE PROPOSED OPERATING MILLAGE RATE; 2) THE REQUIRED DEBT SERVICE MILLAGE RATE; 3) THE CALCULATED "ROLLED-BACK" RATE; AND, 4) THE DATE, TIME, AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE MILLAGE RATES AND BUDGETS FOR FISCAL YEAR (FY) 2016/17; FURTHER AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES.**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the Mayor and City Commission adopt the attached resolution which authorizes the City Manager to transmit the following information to the Miami-Dade County Property Appraiser:

1) Proposed Millage Rates for FY 2016/17:

Operating Millage	5.7092 mills (same as last year)
Voted Debt Service	0.1796 mills (0.0235 decrease from last year)
Total	5.8888 mills (0.0235 decrease from last year)

2) "Rolled-Back" Rate (Truth in Millage) 5.1866 mills

3) The first public hearing to consider the proposed millage rates and tentative budgets for FY 2016/17 shall be Wednesday, September 14, 2016 at 5:01 p.m., in the City Commission Chambers, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

The "Rolled-Back" millage rate for FY 2016/17 is the millage rate required to produce the same level of property tax revenues in the General Fund in FY 2016/17 as anticipated to be received in FY 2015/16. It is important to note, that the January 1, 2015, tax roll Citywide declined by almost $777.8 million between the July 1, 2015 valuation and the July 1, 2016 valuation due to appeals, adjustments, etc, which is part of the reason the FY 2016/17 "rolled-back rate" is 0.5226 mills lower than the FY 2015/16 current millage rate and lower than it would be if the rollback rate was only adjusted for the increase in revenues generated by higher property values. The area outside of City Center RDA, which impacts General Fund revenues, declined in value by approximately $436.8 million during the same period of time.

The proposed millage provides funding to offset increases to the FY 2015/16 Current Service Level Budget in employee costs such as a 1 percent cost of living increase; 2 percent performance-based merit increase; additional union contract changes for members of the Fraternal Order of Police and International Association of Fire Fighters; the impact of

annualized costs for items added during FY 2015/16; higher operating costs; internal service fund charge-backs; and several new program and service enhancements.

SUMMARY

In FY 2010/11 the city's approach to addressing the then deficit of $32 million included a distribution of the shortfall between taxpayers and employees. Taxpayers had their tax rate increased from 5.9123 to 6.5025, an increase of 0.5902 mills. The goal of the Commission has been to bring them back to that level as property values increase over time. It should be remembered that between FY 2009/10 and FY 2010/11 values declined by $2.6 billion driving the need for an increase in the millage.

In FY 2011/12 the City took its first step in that direction with a reduction in the millage rate of 0.0486 mills. The millage rate for FY 2012/13 reduced the millage by an additional 0.1062 mills. In the FY 2013/14 budget, the millage rate was reduced 0.2314 mills and in the FY 2014/15 budget the millage rate was reduced 0.0926 mills. Over four years, this reduction represented 81 percent of the goal to get back to a millage rate of 5.9123. The remaining goal for millage reduction is 0.1114.

In FY 2015/16, the Administration met the remaining millage rate goal to lower the millage rate to the level in FY 2009/10 as property values have increased over time for a combined millage rate for the City of Miami Beach of 5.9123.

For FY 16/17, the Administration proposes a total combined millage rate for the City of Miami Beach of 5.8888, which represents a decrease of 0.0235, and the lowest rate in at least 18 years.

The proposed operating millage of 5.7092 is equivalent to the FY 2015/16 operating millage. The proposed voted debt service millage rate is adjusted from 0.2031 to 0.1796, a decrease of 0.0235 mills.

In prior years, the City of Miami Beach significantly reduced tax rates as property values increased. Between FY 1999/00 and FY 2009/10, total combined City of Miami Beach property tax rates declined approximately 2.8 mills. In FY 2007/08 alone, the millage rate declined by approximately 1.8 mills, with annual savings to the average homesteaded property of over $400. Further, despite an adjustment of 0.56 mills in the operating tax rate in FY 2010/11, City of Miami Beach proposed combined millage rates today remain more than 2.8092 mills lower than in FY 1999/00 (32 percent), and 1.7607 mills lower than 2006/07 (23%).

GENERAL FUND CURRENT SERVICE LEVEL BUDGET DEVELOPMENT

At the strategic planning retreat on May 12, 2016, the Commission was briefed regarding the preliminary General Fund Current Service Level (CSL) budget. The CSL represents the cost of providing the same level of services as in the prior year and serves as the baseline of funding for the budget process.

Property taxes comprise 50% of the total General Fund revenue and are a key driver of CSL revenues. The Property Appraiser provided the preliminary 2016 property values on June 1, 2016. The Commission was briefed regarding the updated CSL budget at the June 6th Finance & Citywide Projects Committee. The preliminary 2016 property values increased

12.2% versus the 2015 certified values, which resulted in an increase of $17.8 million in General Fund property tax revenues.

Total CSL revenues were estimated to increase $17.8 million due to the increase in property tax revenues (assumed keeping the operating millage rate the same), and maintaining non-property tax revenues including the Resort Tax contribution flat.

CSL expenditures were estimated to increase $13.5 million due to the following:

- 0-2 percent merit pay: $2.2 million
- 1 percent COLA in April 2016 and 3 percent COLA in July 2017: $2.5 million
- Increase in citywide Health and Life Insurance of $706,000
- Increase in the Police Department over-time expenses of $1.7 million, an increase in Police allowances (hazard duty pay) due to Union negotiations of $921,000, and an additional $160,000 for uniforms
- Increase in Fire allowances (hazard duty pay, uniforms) due to Union negotiations of $1 million
- $253,000 for the Voluntary Pre-Kindergarten program
- $200,000 for the Mobility Fee Study
- $190,000 for the '2066 Miami Beach Rising Above and Time Capsule' project
- Increase in Information Technology of $240,000 due to one-time Terramark charge
- Annualized costs for items added during FY 2015/16 such as $760,000 for the Customer Service Center, $534,000 for the adjustment of the PC replacement cycle from 5 to 3 years (year 2 of 2), $238,000 for a new contract for the Building Department Inspectors and Plan Examiners, and $112,000 for an increase in Special Master rates
- Annualized costs for items added mid-year including $526,000 for four traffic flow specialists, 2 analysts and 1 supervisor to support the Traffic Management Initiative, $60,000 for towing and relocation of derelict vessels, and $25,000 for the Miami Dade Transit Corporate program.
- These expenditure figures do not assume additional savings from potential efficiencies or reductions.

The preliminary CSL based on June 1st property values had a revenue increase of $17.8 million and an expenditure increase of $13.5 million for a net surplus of $4.3 million, based on maintaining the same operating millage of 5.7092.

BALANCING STRATEGIES

The impact of the change from the June 1st preliminary taxable values of 12.2 percent to the July 1st certified taxable values that updated the increase to 13.0 percent was calculated to generate $17.6 million. This is a decrease of $177,000 compared to the estimate at June 1st of $17.8 million. This is due to the City Center CRA certified values being greater than estimated at June 1st, therefore taking a greater share of the General Fund property tax revenue.

At the July 6th Finance and Citywide Projects Committee meeting, the Administration presented to the committee the updated General Fund revenues based on the July 1st certified values, and the updated General Fund CSL including the Pension Mortality Payment set-aside of $3 million and $1 million for the Risk Management Fund Allowance. Additionally the administration presented proposed efficiencies which the Committee accepted totaling $1,051,000, and additional pension costs as part of the annual required

contribution of $1.2 million, and a recommended enhancement of $59,000 for a Munis Administrator for the IT department. All in all this represented a remaining surplus of $2,308,000 for the Committee to provide direction on.

FY17 CSL	
Property Tax Revenues	160,779,000
Non-property Tax Revenues	158,219,000
Total Revenues	**318,998,000**
Department Operating CSL	306,917,000
Capital Funded by General Fund	5,565,000
Total General Fund CSL	**312,482,000**
Pension Mortality Payment Set-Aside	3,000,000
Risk Management Fund Allowance	1,000,000
Surplus/(Deficit)	**2,516,000**
Additional Revenues	
Proposed Efficiencies	1,051,000
Total	1,051,000
Additional Expenses	
Additional Pension costs	1,200,000
Proposed Enhancements	59,000
Transportation Fund	-
Total	1,259,000
Unallocated Surplus/(Deficit)	**2,308,000**

Additional information was requested by the Committee with regards to the enhancements and the millage rate scenarios which would impact this surplus and will be brought back to the Finance and Citywide Projects Committee 3rd Budget Briefing on July 22nd for further discussion and finalization.

The remaining steps in the decision-making process include the first public hearing on the FY 2016/17 Proposed Work Plan and Budget on September 14th and a second public hearing on September 27th.

STATUTORY REQUIREMENTS

FS 200.065, entitled "Method of Fixing Millage" establishes specific guidelines that must be used by all local government entities in setting millage (property tax) rates. Under the statute, the City is required, within 35 days of receipt of the "Certification of Taxable Value" (received July 1, 2016), to advise the Miami-Dade County Property Appraiser of the proposed general operating millage rate, the calculated "rolled-back" rate and the date, time, and place of the first public hearing to consider the proposed millage rates and tentative budgets for FY 2016/17. The required Debt Service millage rate must also be set at the same time as the general operating millage.

After setting the proposed operating millage rate, the Commission may, at any time prior to the final adoption, lower the rates by adjusting priorities. However, increasing the millage rate may only be accomplished by an expensive mailing and advertising process to every property owner on Miami Beach. The City's proposed operating millage rate as well as that of other taxing authorities will be included in the Truth-in-Millage (TRIM) statement sent to each property owner in the City.

ANALYSIS OF PROPERTY VALUES IN MIAMI BEACH

On July 1, 2016, the City received the 2016 Certification of Taxable Value from the Property Appraiser's Office stating that the taxable value for the City of Miami Beach is $34.6 billion including $1.1 billion in new construction. The certified 2016 value represents an increase of $3.9 billion or 13.03 percent more than the July 1, 2015, Certification of Taxable Value of $30.6 billion.

The comparative assessed values for the Miami Beach Redevelopment Agency City Center redevelopment district increased from $4.8 billion to $5.6 billion an increase of $791 million or a 16.4 percent increase over 2015 certified values. Citywide values excluding City Center increased from $25.9 billion to $29.0 billion, an increase of $3.2 billion or 12.4 percent. Values outside the City Center area determine General Fund revenues.

Comparative Assessed Values Citywide vs. RDA

	Jan. 1 2015 Value (in billions)				Jan. 1, 2016 Value (in billions)	Change from 2015 Value (Budget)	
	As of July 1, 2015 (For 2015/16 Budget)	Revised Value (For 2015/16 Projection)	Change in 2015 Values	% Chg.	As of July 1, 2016 (For 2016/17 Budget)	$ (in billions)	% Chg
Total Citywide	$ 30.6978	$ 29.9200	(0.7778)	-2.5%	$ 34.6977	$ 3.9999	13.0%
RDA – City Ctr	$ 4.8216	$ 4.4806	$ (0.3410)	-7.1%	$ 5.6127	$ 0.7911	16.4%
Citywide Net of City Center	$ 25.8762	$ 25.4394	$ (0.4368)	-1.7%	$ 29.0850	$ 3.2088	12.4%

VALUE OF ONE MILL OF TAXABLE VALUE

The first building block in developing a municipal budget is the establishment of the value of one mill of taxation, wherein the mill is defined as $1.00 of ad valorem tax for each $1,000 of property value. For the City of Miami Beach, the value for each mill is determined by the 2016 Certification of Taxable Value and has been set at $34.6 million. Florida Statutes permit a discount of up to five percent for early payment discounts, delinquencies, etc. Therefore, the 95 percent value of the mill is $32.9 million. Net of Center City RDA tax increment available to the General Fund, the value of one mill at 95 percent is $28.1 million.

MAXIMUM MILLAGE DETERMINATION

For FY 2016/17, the proposed operating millage rate for general City operations is 5.7092, which is equivalent to FY 2015/16. Based on the July 1, 2016, Certification of Taxable Value, 5.7092 mills would generate approximately $160,779,000 in general fund tax revenues, an increase of $17,618,000 over FY 2015/16 budgeted property tax revenues Citywide (net of City Center RDA).

Further, the January 1, 2015, tax roll Citywide declined by $777.8 million between the July 1, 2015 valuation and the July 1, 2016 valuation due to appeals, adjustments, etc., which is part of the reason that the FY 2016/17 "rolled-back rate" is significantly less than the FY 2015/16 current millage rate. The value of the area outside of City Center RDA declined by almost $436.9 million.

Further, pursuant to recently enacted State legislation, the City may elect to approve millage rates above the roll-back rate up to the constitutional cap of 10 mills subject to the following votes by the Commission or referendum:

- Option I: A majority of the approval of the Commission Millage is required to approve a millage up to 6.3643 (equivalent to 3.75 percent increase in property tax revenues). The 1.0375 percent increase is the state per capita personal income gain for the prior calendar year.
- Option II: A two-thirds approval (5 of 7 votes) of the Commission is required to approve a millage up to 7.0007 (equivalent to a 10% increase in the ad valorem revenues above Option I).
- Option III: A unanimous approval of the Commission or referendum is required to approve a millage above 7.007 up to the 10 mill cap

The proposed operating millage rate of 5.7092 therefore requires a majority approval (4 of 7 votes) of the Commission.

DETERMINING THE VOTED DEBT SERVICE MILLAGE LEVY

The general obligation debt service payment for FY 2016/17 is approximately $5.9 million. Based on the July 1, 2016 Certified Taxable Value from the Property Appraiser, these bonds would require the levy of a voted debt service millage of 0.1796 mills. This represents a decrease of 0.0235 mills.

COMBINING THE OPERATING AND VOTED DEBT SERVICE MILLAGE LEVIES

Illustrated below is a comparison of the combined millage rates and ad valorem revenues to the City of Miami Beach for FY 2015/16 and FY 2016/17 (preliminary) including RDA.

City of Miami Beach Millage Rates	FY 15/16	FY 16/17	Inc/(Dec)	From FY15/16
Operating Millage	5.7092	5.7092	0.0000	0.0%
Debt Service	0.2031	0.1796	-0.0235	-11.6%
Total	5.9123	5.8888	-0.0235	-0.4%

If these recommended millage rates are tentatively adopted, then the City of Miami Beach's total operating millage will decrease to the lowest rate in at least 18 years.

IMPACT OF JULY 13th PROPOSED MILLAGE LEVY IMPACT ON PROPERTY OWNERS

Homesteaded Properties

Amendment 10 to the State Constitution took effect on January 1, 1995 and limited the increase in assessed value of homesteaded property to the percentage increase in the consumer price index (CPI) or three percent (3%), whichever is less. For 2015, the CPI has been determined to be 0.7 percent and therefore, the increase is capped at 0.7% for increased values as of January 1, 2016.

Overall, based on the homesteaded properties in the January 1, 2015 homestead values as of July 1, 2015 valuation, the median value of homesteaded property in Miami Beach for 2014 was $155,690, and the average $383,781. Applying the increase to the market value of all existing homesteaded properties from the 2015 tax roll, and the 0.7 percent CPI adjustment, the impact of the millage rate adjustment to homesteaded properties would be as shown in the following table.

Homesteaded Properties				
	FY 2015/16		FY 2016/17 with 0.7% CPI	
	Median	Average	Median	Average
2015 Preliminary Taxable Value	**$ 155,690**	**$ 383,782**	**$ 156,780**	**$ 386,468**
City of Miami Beach				
Operating	$ 889	$ 2,191	$ 895	$ 2,206
Voted Debt	32	78	28	69
Total Miami Beach	$ 921	$ 2,269	$ 923	$ 2,275
$ Change in Taxes				
Operating			**$ 6**	**$ 15**
Voted Debt			**(4)**	**(9)**
Total Miami Beach			**$ 2**	**$ 6**

* Source: Miami-Dade County Property Appraiser's - 2015-average-median-homestead-residential-values file

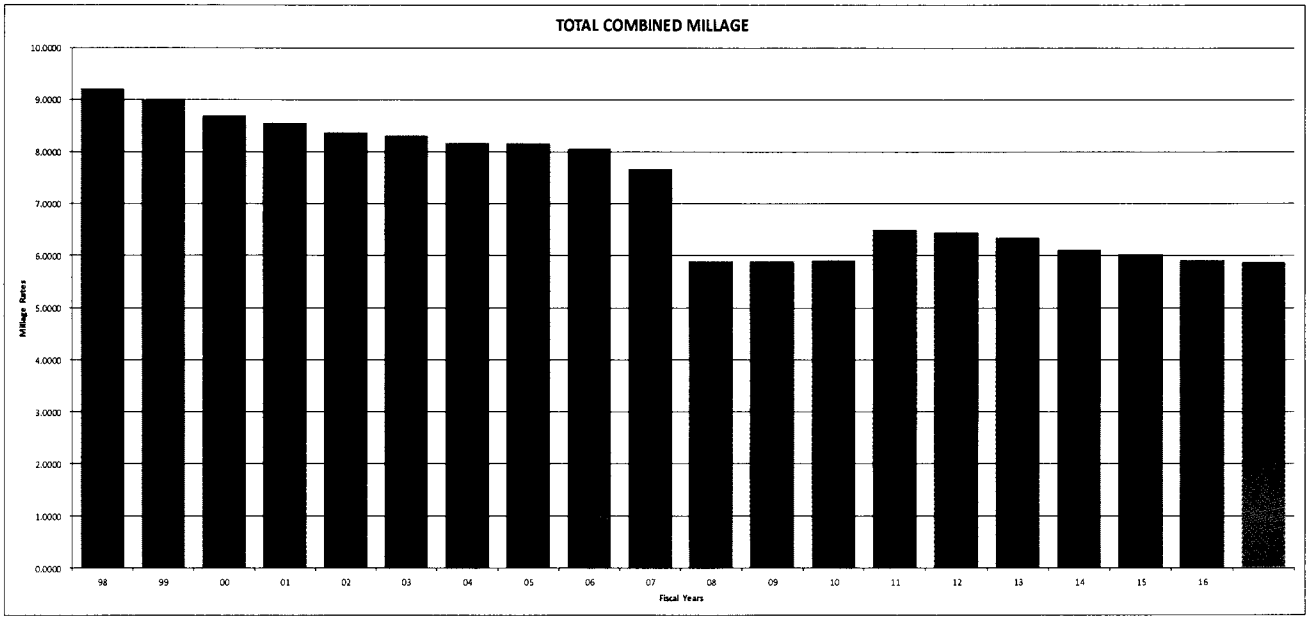
Historical Perspective

It is important to remember that in prior years, the City of Miami Beach significantly reduced tax rates as property values increased. Between FY 1999/00 and FY 2009/10, property tax rates declined approximately 2.8 mills. In FY 2007/08 alone, the property tax rate declined by approximately 1.8 mills, with annual savings to the average homesteaded property of over $400. In addition, in FY 2005/06 and FY 2006/07, the City funded $200 and $300 homeowner dividends paid to homesteaded property owners in the City.

Property Value, Millage and Property Tax Levy

Taxable Values Chart	Taxable Property Values (billions)	Final/Revised Taxable Values (billions)	Millage Rates: Total Combined Citywide Millage	Millage Rates: Gneral Fund/RDA Millage	Tax Levy (in millions): Total Tax Levy including Debt	Tax Levy (in millions): General Fund Total (including S. Pointe, and Renewal & Replacement)
FY1997/98	$ 6.46	$ 6.40	9.2100	7.4990	$ 57.45	$ 46.78
FY1998/99	$ 6.97	$ 6.87	8.9830	7.4990	$ 60.37	$ 44.66
FY1999/00	$ 7.66	$ 7.54	8.6980	7.4990	$ 64.29	$ 47.36
FY2000/01	$ 8.37	$ 8.22	8.5550	7.3990	$ 69.08	$ 49.75
FY2001/02	$ 9.40	$ 9.22	8.3760	7.2990	$ 75.97	$ 54.37
FY2002/03	$ 10.56	$ 10.41	8.3220	7.2990	$ 84.81	$ 61.05
FY2003/04	$ 12.09	$ 11.85	8.1730	7.2990	$ 95.39	$ 68.17
FY2004/05	$ 14.04	$ 13.86	8.1730	7.4250	$ 110.74	$ 79.38
FY2005/06	$ 17.45	$ 17.15	8.0730	7.4810	$ 135.91	$ 111.69
FY2006/07	$ 22.74	$ 22.26	7.6730	7.3740	$ 168.38	$ 140.31
FY2007/08	$ 26.85	$ 26.14	5.8970	5.6555	$ 150.42	$ 125.33
FY2008/09	$ 26.90	$ 25.89	5.8930	5.6555	$ 150.59	$ 125.94
FY2009/10	$ 24.70	$ 23.24	5.9123	5.6555	$ 138.70	$ 115.73
FY2010/11	$ 22.10	$ 20.97	6.5025	6.2155	$ 136.55	$ 112.14
FY2011/12	$ 21.98	$ 20.75	6.4539	6.1655	$ 134.75	$ 111.29
FY2012/13	$ 23.07	$ 22.02	6.3477	6.0909	$ 139.10	$ 114.32
FY2013/14	$ 24.66	$ 23.64	6.1163	5.8634	$ 143.26	$ 117.41
FY2014/15	$ 27.10	$ 26.27	6.0237	5.7942	$ 155.10	$ 127.76
FY2015/16	$ 30.70	$ 29.92	5.9123	5.7092	$ 172.39	$ 143.16
FY2016/17	$ 34.69	*	5.8888	5.7092	$ 194.11	$ 160.77

Further, the proposed City of Miami Beach combined millage rate is the lowest it's been in at least 18 years.



First Public Hearing

The first public hearing on the proposed operating millage rate and tentative budget for FY 2016/17 must be held no later than 80 days or earlier than 65 days from the start of the TRIM calendar (July 1st). Other guidelines are: 1) The public hearing cannot be scheduled on a Sunday or on those days utilized by Miami-Dade County or the Miami-Dade County School Board for their public hearing; 2) If on a day other than Saturday, it must be held after 5:00 P.M.; and 3) must be held immediately following discussion of the tentative millage and budget of its principal taxing authority (City of Miami Beach).

Based on these guidelines, the first hearing must be held between September 3rd and September 18th. These dates are unavailable for the following reasons:

September 4, 11, and 18	Sundays
September 5	Labor Day
September 7	Miami-Dade County School Board Public Hearing
September 8	Proposed date for Miami-Dade County Public Hearing

Of the remaining days, it is recommended that the first public hearing be set for Wednesday, September 14, 2016 at 5:01 P.M., in the City Commission Chambers, City Hall, 1700 Convention Center Drive, immediately following the City of Miami Beach's public hearing.

JLM/CGR

CGR

RESOLUTION TO BE SUBMITTED

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Condensed Title:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT SETTING 1) THE PROPOSED GENERAL OPERATING MILLAGE RATE FOR THE NORMANDY SHORES NEIGHBORHOOD IMPROVEMENT DISTRICT; 2) THE CALCULATED ROLLED-BACK RATE; AND, 3) THE DATE, TIME AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE OPERATING MILLAGE RATE AND BUDGET FOR FISCAL YEAR (FY) 2016/17; FURTHER AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES

Key Intended Outcome Supported:

Ensure expenditure trends are sustainable over the long term.

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

In the 2014 Community Survey, both residents and businesses reported the following areas for the City to address in an effort to improve public safety:

- Neighborhood safety during the day (Residents: 98%)
- Neighborhood safety during the evening/night (Residents: 88%)

Item Summary/Recommendation:

FS 200.065, entitled "Method of Fixing Millage" establishes specific guidelines that must be used by all local government entities, including dependent taxing districts like Normandy Shores in setting its millage (property tax) rates. Not unlike its principal taxing authority (City of Miami Beach), Normandy Shores is also required to transmit within 35 days from receipt of the Certification of Taxable Value (received July 1, 2016), to the Miami-Dade County Property Appraiser, a proposed operating millage rate, the calculated rolled-back rate and the date, time, and place of the first public hearing to consider the proposed operating millage rate and tentative budget for FY 2016/17.

The proposed FY 2016/17 current service level (CSL) budget is $257,000. The CSL budget provides for continual 24-hour security and line items which were requested and approved by the Normandy District Homeowners' Association on June 27, 2016 which includes $171,000 for security services, $3,000 for janitorial services, and $56,000 for other repairs including gate, gear, motor repairs for the gates and mold remediation of the guardhouse. The budget is 13.7 percent ($31,000) higher than the FY 2015/16 adopted budget.

The proposed ad valorem millage recommended by the Administration is 1.0093 mills. This millage rate will fund the current service level budget for the district as well as some remediation work to be performed to the guardhouse, as requested by the homeowners' association. The proposed millage rate is equivalent to the FY 2015/16 adopted millage. This tax levy would generate proceeds of $177,697 ($168,000 at 95%). The FY 2016/17 proposed millage rate will require a majority vote.

The rolled-back rate is the millage rate required to produce the same level of property tax revenue in FY 2016/17 as collected in FY 2015/16. The rate is calculated as 0.8821, or 0.1272 mills less than the millage rate adopted for FY 2015/16. The rolled-back millage rate tax levy would generate proceeds of $147,537. The difference between the current service level and rolled-back rate levy is $21,275.

Advisory Board Recommendation:

Normandy Shores Local Government Neighborhood Improvement Board meetings on June 27th and August 18th, 2016.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
OBPI	Total		

Financial Impact Summary The July 1, 2016, Certification of Taxable Value from the Miami-Dade Property Appraiser reflects a 14.91 percent increase in property tax values from the July 1, 2015, tax roll certification. The proposed millage rate for the FY 2016/17 budget results in property taxes of $168,000 in the Normandy Shores Neighborhood District Homeowners' Association.

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Cristina Ramos		

MIAMIBEACH

AGENDA ITEM R7B

DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORMANDY SHORES LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT SETTING 1) THE PROPOSED GENERAL OPERATING MILLAGE RATE FOR THE NORMANDY SHORES NEIGHBORHOOD IMPROVEMENT DISTRICT; 2) THE CALCULATED ROLLED-BACK RATE; AND, 3) THE DATE, TIME AND PLACE OF THE FIRST PUBLIC HEARING TO CONSIDER THE OPERATING MILLAGE RATE AND BUDGET FOR FISCAL YEAR (FY) 2016/17; FURTHER AUTHORIZING THE CITY MANAGER TO TRANSMIT THIS INFORMATION TO THE MIAMI-DADE COUNTY PROPERTY APPRAISER IN THE FORM REQUIRED BY SECTION 200.065, FLORIDA STATUTES**

ADMINISTRATION RECOMMENDATION

The Administration recommends that the Mayor and City Commission, acting in its capacity as the Board of Directors for the Normandy Shores Local Government Neighborhood Improvement District, adopt the attached resolution which authorizes the City Manager to transmit the following information to the Miami-Dade County Property Appraiser:

1) Proposed Millage Rate for the Normandy Shores Neighborhood Improvement District for FY 2016/17:

   General Operating 1.0093 mills (equivalent to last year)

2) "Rolled-Back" Rate (Truth in Millage) 0.8821 mills

3) The first public hearing to consider the proposed Normandy Shores Neighborhood Improvement District operating millage rate and tentative budget for FY 2016/17 shall be Wednesday, September 14, 2016 at 5:01 p.m., in the City Commission Chambers, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

BACKGROUND

The Normandy Shores Local Government Neighborhood Improvement District, a dependent taxing district of its principal, the City of Miami Beach, was established in 1994 to provide continual 24-hour security to this gated community; FY 2016/17 represents it twenty-third year of operation.

The District was established by Ordinance 93-2881, and has the authority *"to levy an ad-valorem tax on real and personal property of up to two mills, provided that no parcel of property will be assessed more than $500 annually for such improvements".* During FY 1998/99 the amount of annual funding to be provided by the City and the dependent status of the District were issues discussed by the Finance and Citywide Projects Committee. A determination was reached that the City would fund 35% of the annual cost of the operation of the community gate guard. This cost will eventually be funded from the golf course operation of the Normandy Shores Golf Course. It was further agreed that the City would continue to supplement the District at current levels until both issues were resolved. On August 29, 2002, the Administration met with the Normandy Shores Local Government Neighborhood Improvement District representatives and agreed to eliminate the $500 cap on the highest valued home in the District. The enabling legislation was adopted by the Commission on September 25, 2002. This ensures that the City's contribution from the General Fund remains at 35% of the operating budget of the District.

ANALYSIS

On July 1, 2016, the City received the 2016 Certification of Taxable Value from the Property Appraiser's Office stating that the taxable value for Normandy Shores is $176,059,811 which includes an increase of $3,058,319 in new construction, renovation, etc. This represents an increase of $22,848,325 (14.91 percent) from the July 1, 2015 taxable value of $153,211,486. It is important to note that the final tax roll for Normandy Shores of $151,190,625 was $2,020,861 (1.3 percent) lower than the July 1, 2015 certified taxable value, due to appeals, adjustments, etc.

Current Service Level Budget

The current service level budget reflects budget increases or decreases necessary to provide the current level of services in the coming year. The proposed FY 2016/17 current service level budget is $257,000. This budget includes line items which were requested and approved by the Normandy District Homeowners' Association on June 27, 2016: $171,000 for security services, $3,000 for janitorial services, and $56,000 for other repairs including gate, gear, motor repairs for the gates and mold remediation of the guardhouse. The budget is $31,000 (13.7 percent) higher than the FY 2015/16 adopted budget.

The proposed ad valorem millage recommended by the Administration is 1.0093 mills. This millage rate will fund the current service level budget for the District as well as some remediation work to be performed on the guardhouse, as requested by the homeowners' association. This millage rate is equivalent to the FY 2015/16 adopted millage of 1.0093. This tax levy would generate proceeds of $177,697, which will be budgeted at 95% ($168,000).

Statutory Requirement

FS 200.065, entitled "Method of Fixing Millage" establishes specific guidelines that must be used by all local government entities, including dependent taxing districts like Normandy Shores in setting its millage (property tax) rates. Not unlike its principal taxing authority (City of Miami Beach), Normandy Shores is also required to transmit within 35 days from receipt of the Certification of Taxable Value (received July 1, 2016), to the Miami-Dade County Property Appraiser, a proposed operating millage rate, the calculated rolled-back rate and the date, time, and place of the first public hearing to consider the proposed operating millage rate and tentative budget for FY 2016/17.

The rolled-back rate is the millage rate required to produce the same level of property tax revenue on FY 2016/17 as collected in FY 2015/16. The rate is calculated as 0.8821, or 0.1272 mills less than the millage rate adopted for FY 2015/16. The rolled-back millage rate tax levy would generate proceeds of $147,537. The difference between the current service level and rolled-back rate levy is $21,275. The adoption of the current service level millage of 1.0093 would require a majority vote of the Commission.

After setting the proposed operating millage rate for Normandy Shores, the City Commission may, at any time prior to the final adoption, lower the millage rate; however any increase above the proposed millage rate of 1.0093, if adopted, would require an expensive mailing and advertising process to each property owner of Normandy Shores. Therefore, this proposed millage rate is viewed as the ceiling.

Further, pursuant to State Statute, the City may elect to approve millage rates above the rolled-back rate up to the constitutional cap of 10 mills subject to the following votes by the Commission or referendum:

- Option I: A majority of the approval of the Commission Millage is required to approve a millage up to 0.9567 (equivalent to a 3.75% increase in Property Tax revenues). The 1.0375 increase is the state per capita personal income gain for the prior calendar year.

- Option II: A two-thirds approval (5 of 7 votes) of the Commission is required to approve a millage up to 1.0524 (equivalent to a 10% increase in Property Tax revenues above Option I).

- Option III: A unanimous approval of the Commission or referendum is required to approve a millage above 1.0524 mills.

<u>First Public Hearing</u>

The first public hearing on the proposed operating millage rate and tentative budget for FY 2016/17 must be held no later than 80 days or earlier than 65 days from the start of the TRIM calendar (July 1st). Other guidelines are: 1) The public hearing cannot be scheduled on a Sunday or on those days utilized by Miami-Dade County or the Miami-Dade County School Board for their public hearing; 2) If on a day other than Saturday, it must be held after 5:00 P.M.; and 3) must be held immediately following discussion of the tentative millage and budget of its principal taxing authority (City of Miami Beach).

Based on these guidelines, the first hearing must be held between September 3rd and September 18th. These dates are unavailable for the following reasons:

September 4, 11, and 18	Sundays
September 5	Labor Day
September 7	Miami-Dade County School Board Public Hearing
September 8	Proposed dates for Miami-Dade County Public Hearing

Of the remaining days, it is recommended that the first public hearing be set for Wednesday, September 14, 2016 at 5:01 P.M., in the City Commission Chambers, City Hall, 1700 Convention Center Drive, immediately following the City of Miami Beach's public hearing.

JLM/CGR

CGR

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Authorizing the City Manager or his designee to submit Requests for Inclusion for the State of Florida, Department of Environmental Protection Clean Water and Drinking Water State Revolving Fund loan (SRF) priority lists, and if approved, authorizing the Administration to submit loan applications to the State Revolving Fund Programs, establish pledged revenues and execute loan agreements for funding to finance proposed water and wastewater projects.

Key Intended Outcome Supported:

Ensure reliable storm water management and resiliency against flooding by implementing select short and long-term solutions including addressing sea-level rise.

Supporting Data: 2014 Community Satisfaction Survey/Other data:
"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:

A Resolution approving and authorizing the City Manager or his Designee to take the following actions: submit to the State of Florida, Department of Environmental Protection, Requests for Inclusion for the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) programs priority lists; submit to the State of Florida, Department of Environmental Protection, loan applications for construction funds from the Clean Water and Drinking Water State Revolving Fund Programs; establish pledged revenues and execute loan agreements for construction funds through the State Revolving Fund Programs to finance proposed water and wastewater projects; approving and authorizing the appropriation of the above funds, including any city expenses; and further authorizing the City Manager or his designee to take all necessary steps and execute all necessary documents related to the above actions and to provide the assurances and commitments required by the loan applications.

Financial Information:

Source of funds	#	Project	Approx. Award	Approximate Match Amount/Source

Financial Impact Summary: Interest rate is estimated at between 0.5% to 1%.

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
Cintya Ramos		

MIAMIBEACH

AGENDA ITEM R7C
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE THE FOLLOWING ACTIONS: SUBMIT TO THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, REQUESTS FOR INCLUSION ON THE CLEAN WATER STATE REVOLVING FUND (CWSRF) AND DRINKING WATER STATE REVOLVING FUND (DWSRF) PROGRAMS PRIORITY LISTS; SUBMIT TO THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, LOAN APPLICATIONS FOR CONSTRUCTION FUNDS FROM THE CLEAN WATER AND DRINKING WATER STATE REVOLVING FUND PROGRAMS; AND, ESTABLISH PLEDGED REVENUES AND EXECUTE LOAN AGREEMENTS FOR CONSTRUCTION FUNDS THROUGH THE STATE REVOLVING FUND PROGRAMS TO FINANCE PROPOSED WATER AND WASTEWATER PROJECTS; APPROVING AND AUTHORIZING THE APPROPRIATION OF THE ABOVE FUNDS, INCLUDING ANY CITY EXPENSES; AND FURTHER AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL NECESSARY STEPS AND EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE ABOVE ACTIONS AND TO PROVIDE THE ASSURANCES AND COMMITMENTS REQUIRED BY THE LOAN APPLICATIONS**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Clean Water and Drinking Water State Revolving Fund Loan programs (CWSRF and DWSRF) are managed by Florida Department of Environmental Protection (DEP). DEP makes these funds available, primarily to local governments. The City's Administration intends to finance approximately $50 million in proposed water and sewer projects with revenue bonds. The estimated interest rate for the State Revolving Loan is between 0.5% and 1%.

The CWSRF and DWSRF programs provide financial savings through low-interest loans for projects that benefit the environment, including protection of public health and conservation of local watersheds. Federal and state contributions fund the loans for a wide variety of projects including clean water, drinking water, stormwater. watershed

protection or restoration, water reuse and conservation projects. CWSRF and DWSRF funds are then loaned to communities at lower than market rate interest rates, and loan repayments are recycled back into the program to fund additional water quality protection projects. The revolving nature of these programs provides for an ongoing funding source that will last far into the future.

Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement. Both SRFs are reimbursement type loans requiring the city to advance funds for the projects, however, the SRF has a procedure to request payment prior to disbursement of funds by the City based on receipt of invoice from the contractor. The City will need to obtain approval from the State in order to issue future revenue bonds.

SRF in Florida
The SRF Program began in 1989 and over $2 billion in loans have been made by the Florida Department of Environmental Protection.

Interest Rates
The financing rate is determined using the Bond Buyer 20-Bond GO Index average market rate for the full weeks occurring during the three months in the preceding fiscal quarter and applying that average rate to a formula which also uses the affordability index and population served or to be served as variables in the calculation. There are up to 1.2% in additional rate reductions that may be assessed based on Davis Bacon requirements, Buy American requirements, asset management plan, and "green" projects. The estimated rate for this loan will be between 0.5% and 1%.

Clean Water State Revolving Fund Loan Program (CWSRF)
Funds are made available for Planning, Design and Construction Loans. The Loan Terms include a 20-year amortization and low-interest rates. Preconstruction loans are available to all communities and provide up-front disbursements for administrative services, project planning and project design. Financing rates vary based on the median household income, the poverty index, and the unemployment index.

On June 10, 2014, the Water Resources Reform and Development Act of 2014 was signed into law. Among its provisions are amendments to Titles I, II, V and VI of the Federal Water Pollution Control Act (FWPCA). These amendments require the Department of Environmental Protection to include Davis-Bacon wage rates and American Iron and Steel provisions in all loan agreements. To offset the additional costs that result from these new requirements, the base financing rate is reduced by 1.0 percent in all construction agreements. Additionally, these amendments will require the development and implementation of a fiscal sustainability plan for all construction loans. This plan must be accepted and implemented prior to the final construction loan disbursement.

The Administration intends to apply for State Revolving Fund loans and enter into loan agreements with the Department of Environmental Protection for project financing for the construction of the City's water and wastewater projects. The process for the State Revolving Fund Program (SRF) is: Submit Requests for Inclusion to the State. The

information contained in the RFI will be used to determine a priority score for our project; the priority score will be used to rank our project on the SRF priority list. Only projects ranked on the fundable portion of the priority list will receive consideration for loans. Projects on the fundable portion of the priority list will then be asked to submit a loan application form. Project costs incurred before a SRF loan agreement is executed or before an authorization to incur costs is provided by DEP are ineligible for reimbursement.

If the City's projects are on the Priority Lists by the State, the Administration will submit loan applications for construction funds in the upcoming SRF cycle. Prior to receiving the construction loan, the City will need to provide planning documents to the State which outline details of the project, financial feasibility, environmental effects, cost comparisons and results of the required public participation meetings. The City is required to provide the assurances and commitments required by the loan applications and to establish pledged revenues, including debt service payments and all bonded debt covenants.

CONCLUSION

A Resolution of the Mayor and City Commission of the City of Miami Beach approving and authorizing the City Manager or his Designee to take the following actions: submit to the State of Florida, Department of Environmental Protection, Requests for Inclusion on the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) programs Priority Lists; submit to the State of Florida, Department of Environmental Protection, loan applications for construction funds from the Clean Water and Drinking Water State Revolving Fund Programs; and, establish pledged revenues and execute loan agreements for construction funds through the State Revolving Fund Programs to finance proposed water and wastewater projects; approving and authorizing the appropriation of the above funds, including any city expenses; and further authorizing the City Manager or his designee to take all necessary steps and execute all necessary documents related to the above actions and to provide the assurances and commitments required by the loan applications.

JLM/CGR/EC/AW/JH

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE THE FOLLOWING ACTIONS: SUBMIT TO THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, REQUESTS FOR INCLUSION IN THE CLEAN WATER STATE REVOLVING FUND (CWSRF) AND DRINKING WATER STATE REVOLVING FUND (DWSRF) PROGRAMS' PRIORITY LISTS; SUBMIT TO THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, LOAN APPLICATIONS FOR CONSTRUCTION FUNDS FROM THE CWSRF AND DWSRF PROGRAMS; AND, ESTABLISH PLEDGED REVENUES AND EXECUTE LOAN AGREEMENTS FOR CONSTRUCTION FUNDS THROUGH THE CWSRF AND DWSRF PROGRAMS TO FINANCE PROPOSED WATER AND WASTEWATER PROJECTS; APPROVING AND AUTHORIZING THE APPROPRIATION OF THE ABOVE FUNDS, INCLUDING ANY CITY EXPENSES; AND FURTHER AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE ALL NECESSARY STEPS AND TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE ABOVE ACTIONS AND TO PROVIDE THE ASSURANCES AND COMMITMENTS REQUIRED BY THE LOAN APPLICATIONS.

WHEREAS, the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) Loan programs (collectively, the State Revolving Funds (SRF)) are managed by the Florida Department of Environmental Protection (DEP). DEP makes these funds available, primarily to local governments. The City's Administration (the Administration) intends to finance approximately $50 million in proposed water and sewer projects with revenue bonds. The estimated interest rate for the State Revolving Loans is between 0.5% and 1%; and

WHEREAS, the CWSRF and DWSRF programs provides financial savings through low-interest loans for projects that benefit the environment, including protection of public health and conservation of local watersheds. Federal and state contributions fund the loans for a wide variety of projects including clean water, drinking water, stormwater, watershed protection or restoration, and water reuse and conservation projects. CWSRF monies are then loaned to communities at lower than market rate interest-rates, and loan repayments are recycled back into the program to fund additional water quality protection projects. The revolving nature of these programs provides for an ongoing funding source that will last far into the future; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative, to provide assurances of compliance with loan program requirements, and to enter into a loan agreement. Both SRFs are reimbursement type loans requiring the city to advance funds for the projects, however, SRF also allows cities to request payment prior to disbursement of funds by the City based on the receipt of invoices from the contractor. The City will need to obtain approval from the State in order to issue future revenue bonds; and

WHEREAS, the Clean Water SRF Program began in 1989 and over $2 billion in loans have been made by the Florida Department of Environmental Protection; and

WHEREAS, the CWSRF financing rate is determined using the Bond Buyer 20-Bond GO Index average market rate for the full weeks occurring during the three months in the preceding fiscal quarter and applying that average rate to a formula which also uses the affordability index and population served, or to be served, as variables in the calculation. There are up to 1.2% in additional rate reductions that may be assessed based on Davis Bacon requirements, Buy American requirements, asset management plan, and "green" projects. The estimated rate for this loan will be between 0.5% and 1%; and

WHEREAS, funds are made available for Planning, Design and Construction Loans. The Loan terms include a 20-year amortization and low-interest rates. Preconstruction loans are available to all communities and provide up-front disbursements for administrative services, project planning, and project design. Financing rates vary based on the median household income, the poverty index, and the unemployment index; and

WHEREAS, on June 10, 2014, the Water Resources Reform and Development Act of 2014 was signed into law. Among its provisions are amendments to Titles I, II, V, and VI of the Federal Water Pollution Control Act (FWPCA). These amendments require the Department of Environmental Protection to include Davis-Bacon wage rates and American Iron and Steel provisions in all loan agreements. To offset the additional costs that result from these new requirements, the base financing rate is reduced by 1.0 percent in all construction agreements. Additionally, these amendments will require the development and implementation of a fiscal sustainability plan for all construction loans. This plan must be accepted and implemented prior to the final construction loan disbursement; and

WHEREAS, the Administration intends to apply for the SRF and enter into a loan agreement with the Department of Environmental Protection under the SRF for project financing for the construction of the City's water and wastewater projects. The process for the SRF Program is: submit Requests for Inclusion (RFI) to the State for inclusion on the CWSRF and DWSRF. The information contained in the RFI will be used to determine a priority score for our project; the priority score will be used to rank our project on the SRF priority list. Only projects ranked on the fundable portion of the priority list will receive consideration for a loan. Projects on the fundable portion of the priority list will then be asked to submit a loan application form. Project costs incurred before a SRF loan agreement is executed or before an authorization to incur costs is provided by DEP are ineligible for reimbursement; and

WHEREAS, if the City's projects are placed on the Priority List by the State, the Administration will submit loan applications for construction funds in the upcoming SRF cycle. Prior to receiving the construction loan, the City will need to provide planning documents to the State which outline details of the project, financial feasibility, environmental effects, cost comparisons, and results of the required public participation meetings. The City is required to provide the assurances and commitments required by the loan applications and to establish pledged revenues, including debt service payments and all bonded debt covenants.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby approve and authorize the City Manager, or his designee, to take the following actions: submit

to the State of Florida, Department of Environmental Protection, Requests for Inclusion on the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) programs Priority Lists; submit to the State of Florida, Department of Environmental Protection, loan applications for construction funds from the CWSRF and DWSRF Programs; and, establish pledged revenues and execute loan agreements for construction funds through the State Revolving Fund Programs to finance proposed water and wastewater projects; the Mayor and City Commission further hereby approve and authorize the appropriation of the above funds, including any City expenses; and further authorize the City Manager, or his designee, to take all necessary steps and execute all necessary documents related to the above actions and to provide the assurances and commitments required by the loan applications.

PASSED and **ADOPTED** this _____ day of _____, 2016.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ 7-7-16
City Attorney Date

JLM/CGR/EC/AW/JH

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Authorizing Two (2) Waivers Of Development Regulations, By A 5/7 Vote Of The City Commission, After Public Hearing, Pursuant To Section 142-425(D), Of The City's Code, For The Altos Del Mar Park Project, And Adjacent Parking Lot, Parking Lot No. P-106, Located At 75th Street And Collins Avenue, Within The Harding Townsite/South Altos Del Mar Historic District And Within The Altos Del Mar Neighborhood: (1) A Waiver Of Section 142-802(3), Of The City Code In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Three (3) Feet, Five (5) Inches In Order To Construct The Proposed Restroom And Storage Building Within Parking Lot No. P-106; And (2) A Waiver Of Section 142-802(7), Of The City Code, As The Existing Parking Lot (P-106) And Proposed Restroom Exceed The Oceanfront Overlay Minimum Requirement That At Least 50 Percent Of The Required Rear Yard Setback Be Open To The Sky And Landscaped.

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:

The Office of Capital Improvement Projects is proceeding with the redevelopment of Altos Del Mar Park, located on Collins Avenue between 76th and 77th Street.

On July 23rd, 2014, pursuant to a series of community and staff workshops, presentations and a unanimous recommendation for approval from the Neighborhood/Community Affairs Committee, the Master Plan for the park was presented to and adopted by the City Commission.

Subsequently, Resolution No. 2015-28958, accepting the Neighborhood/Community Affairs Committee's recommendation to include a single-story restroom and storage building, was adopted in March of 2015.

The redevelopment of the park will include a new restroom and storage building located at the east end of the adjacent public parking lot P106 (Exhibit A). The parking lot is located between 75th and 76th Street.

A duly noticed community presentation meeting was held on April 5th and the Historic Preservation Board (HPB) reviewed the project on April 12th. Subsequent to comments received from the public during the HPB hearing, the design was reviewed and revised, and will be presented to HPB on July 12th for approval.

ANALYSIS

In order to not affect parking capacity, the restroom building has been oriented and located outside the current parking lot footprint, in close proximity to the bulkhead line. Due to the location of the proposed restroom and storage facility, the project requires waivers of development regulations.

Parking lot P106 is zoned Government Use (GU) and, as per Section 142-425(d) of the City Code, the City Commission may waive by five sevenths vote (5/7ths), following a duly noticed public hearing advertised in the newspaper at least fifteen (15) days prior to the hearing, development regulations "pertaining to governmental owned or leased buildings, uses and sites which are wholly used by, open and accessible to the general public, or used by not-for-profit, educational, or cultural organizations, or for convention center hotels, or convention center hotel accessory garages, or city utilized parking lots, provided they are continually used for such purposes." Specifically, the project is requesting the following development regulation waivers:

1. Section 142-802(3), to reduce the required rear setback from ten (10) feet from the bulkhead line to three (3) feet, five (5) inches in order to construct the proposed restroom and storage building;

2. Section 142-802(7), as the existing parking lot and proposed restroom exceed the oceanfront overlay minimum requirement that at least 50 percent of the required rear yard setback be open to the sky and landscape.

The Administration recommends adopting the Resolution.

Source of Funds:		Amount	Account
	1		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DM	ETC	JLM

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING TWO (2) WAIVERS OF DEVELOPMENT REGULATIONS, BY A 5/7TH VOTE OF THE CITY COMMISSION, AFTER PUBLIC HEARING, PURSUANT TO SECTION 142-425(d), OF THE CITY'S CODE, FOR THE ALTOS DEL MAR PARK PROJECT, AND ADJACENT PARKING LOT, PARKING LOT NO. P-106, LOCATED AT 75TH STREET AND COLLINS AVENUE, WITHIN THE HARDING TOWNSITE/SOUTH ALTOS DEL MAR HISTORIC DISTRICT AND WITHIN THE ALTOS DEL MAR NEIGHBORHOOD: (1) A WAIVER OF SECTION 142-802(3), OF THE CITY CODE IN ORDER TO REDUCE THE REQUIRED REAR SETBACK FROM 10 FEET FROM THE BULKHEAD LINE TO THREE (3) FEET, FIVE (5) INCHES IN ORDER TO CONSTRUCT THE PROPOSED RESTROOM AND STORAGE BUILDING WITHIN PARKING LOT NO. P-106; AND (2) A WAIVER OF SECTION 142-802(7), OF THE CITY CODE, AS THE EXISTING PARKING LOT (P-106) AND PROPOSED RESTROOM EXCEED THE OCEANFRONT OVERLAY MINIMUM REQUIREMENT THAT AT LEAST 50 PERCENT OF THE REQUIRED REAR YARD SETBACK BE OPEN TO THE SKY AND LANDSCAPED.**

ADMINISTRATION RECOMMENDATION

Administration recommends that the City Commission approve the Resolution.

BACKGROUND

The Office of Capital Improvement Projects is proceeding with the redevelopment of Altos Del Mar Park, located on Collins Avenue between 76th and 77th Street.

On July 23rd, 2014, pursuant to a series of community and staff workshops, presentations and a unanimous recommendation for approval from the Neighborhood/Community Affairs Committee, the Master Plan for the park was presented to and adopted by the City Commission.

Subsequently, Resolution No. 2015-28958, accepting the Neighborhood/Community Affairs Committee's recommendation to include a single-story restroom and storage building, was adopted in March of 2015.

The redevelopment of the park will include a new restroom and storage building located at the east end of the adjacent public parking lot P106 (Exhibit A). The parking lot is located between 75th and 76th Street.

A duly noticed community presentation meeting was held on April 5th and the Historic Preservation Board (HPB) reviewed the project on April 12th. Subsequent to comments received from the public during the HPB hearing, the design was reviewed and revised, and will be presented to HPB on July 12th for approval.

ANALYSIS

In order to not affect parking capacity, the restroom building has been oriented and located outside the current parking lot footprint, in close proximity to the bulkhead line. Due to the location of the proposed restroom and storage facility, the project requires waivers of development regulations.

Parking lot P106 is zoned Government Use (GU) and, as per Section 142-425(d) of the City Code, the City Commission may waive by five sevenths vote (5/7ths), following a duly noticed public hearing advertised in the newspaper at least fifteen (15) days prior to the hearing, development regulations "pertaining to governmental owned or leased buildings, uses and sites which are wholly used by, open and accessible to the general public, or used by not-for-profit, educational, or cultural organizations, or for convention center hotels, or convention center hotel accessory garages, or city utilized parking lots, provided they are continually used for such purposes." Specifically, the project is requesting the following development regulation waivers:

1. Section 142-802(3), to reduce the required rear setback from ten (10) feet from the bulkhead line to three (3) feet, five (5) inches in order to construct the proposed restroom and storage building;

2. Section 142-802(7), as the existing parking lot and proposed restroom exceed the oceanfront overlay minimum requirement that at least 50 percent of the required rear yard setback be open to the sky and landscape.

CONCLUSION

The Administration recommends that the City Commission approve the resolution.

Exhibit A – Proposed Altos Del Mar Park and Restroom Site Plan

JM/ETC/DM

T:\AGENDA\2016\July\CIP\Altos del Mar\Development Waiver\Altos Del Mar - Waiver of Development Regulations - Memo.docx

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING TWO (2) WAIVERS OF DEVELOPMENT REGULATIONS, BY A 5/7 VOTE OF THE CITY COMMISSION, AFTER PUBLIC HEARING, PURSUANT TO SECTION 142-425(d), OF THE CITY'S CODE, FOR THE ALTOS DEL MAR PARK PROJECT AND ADJACENT PARKING LOT (PARKING LOT NO. P-106), LOCATED AT 75TH STREET AND COLLINS AVENUE, WITHIN THE HARDING TOWNSITE/SOUTH ALTOS DEL MAR HISTORIC DISTRICT AND WITHIN THE ALTOS DEL MAR NEIGHBORHOOD: (1) A WAIVER OF SECTION 142-802(3), OF THE CITY CODE IN ORDER TO REDUCE THE REQUIRED REAR SETBACK FROM 10 FEET FROM THE BULKHEAD LINE TO THREE FEET, FIVE (3'5") INCHES IN ORDER TO CONSTRUCT THE PROPOSED RESTROOM AND STORAGE BUILDING WITHIN PARKING LOT NO. P-106; AND (2) A WAIVER OF SECTION 142-802(7), OF THE CITY CODE, AS THE EXISTING PARKING LOT (P-106) AND PROPOSED RESTROOM EXCEED THE OCEANFRONT OVERLAY MINIMUM REQUIREMENT THAT AT LEAST 50 PERCENT OF THE REQUIRED REAR YARD SETBACK BE OPEN TO THE SKY AND LANDSCAPED.

WHEREAS, the Office of Capital Improvement Projects is proceeding with the redevelopment of Altos Del Mar Park, located on Collins Avenue between 76th and 77th Street; and

WHEREAS, on July 23rd, 2014, pursuant to a series of community and staff workshops, presentations and a unanimous recommendation for approval from the Neighborhood Community Affairs Committee, the Master Plan for the redeveloped park was presented to and adopted by the City Commission; and

WHEREAS, Resolution No. 2015-28958, accepting the Neighborhood Community Affairs Committee's recommendation to include a single-story restroom and storage building, was adopted in March of 2015; and

WHEREAS, the redevelopment of the park will include a new restroom and storage building located at the east end of the adjacent public parking lot P106 and the parking lot is located between 75th and 76th Street; and

WHEREAS, a duly noticed community meeting to present the designs for both the park and parking was held on April 5th, 2016,

WHEREAS, this item was pulled from the April 13, 2016 City Commission Agenda in order to continue to work with the neighbors on the design; and

WHEREAS, the Parks and Public Works Department met with residents and continued to refine the design; and

WHEREAS, as required under the Code, the Historic Preservation Board is scheduled to review the project on July 12th, 2016; and

WHEREAS, in order not to affect parking capacity, the restroom building has been oriented and located outside the current parking lot footprint, in close proximity to the bulkhead line.

WHEREAS, due to the location of the proposed restroom and storage facility, as well as the impervious lot coverage of the parking lot, the project requires waivers of development regulations; and

WHEREAS, parking lot P106 is zoned Government Use (GU) and, as per Section 142-425(d) of the City Code, the City Commission may waive by five sevenths vote (5/7ths), following a public hearing, development regulations "pertaining to governmental owned or leased buildings, uses and sites which are wholly used by, open and accessible to the general public, or used by not-for-profit, educational, or cultural organizations, or for convention center hotels, or convention center hotel accessory garages, or city utilized parking lots, provided they are continually used for such purposes;" and

WHEREAS, specifically, the project is requesting the following development regulation waivers:

1. Section 142-802(3), to reduce the required rear setback from 10 feet from the bulkhead line to three feet, five inches (3'5") in order to construct the proposed restroom and storage building;
2. Section 142-802(7), as the existing parking lot and proposed restroom exceed the oceanfront overlay minimum requirement that at least 50 percent of the required rear yard setback be open to the sky and landscape; and

WHEREAS, pursuant to Section 142-425(d) and(e) of the City Code the Mayor and City Commission may waive development regulations by five sevenths (5/7ths) vote and following a noticed public hearing advertised in the newspaper at least fifteen (15) days prior to the hearing.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission authorize two waivers of development regulations, by a 5/7 vote of the City Commission, after public hearing, pursuant to section 142-425(d), of the City's Code, for the Altos Del Mar Park Project, and adjacent parking lot, Parking Lot No. P-106, located at 75th street and Collins Avenue, within the Harding Townsite/South Altos Del Mar Historic District and within the Altos Del Mar neighborhood: (1) a waiver of Section 142-802(3), of the City Code in order to reduce the required rear setback from 10 feet from the bulkhead line to three (3) feet, five (5) inches in order to construct the proposed restroom and storage building within Parking Lot No. P-106; and (2) a waiver of Section 142-802(7), of the City Code, as the existing parking lot (P-106) and proposed restroom exceed the oceanfront overlay minimum requirement that at least 50 percent of the required rear yard setback be open to the sky and landscaped.

PASSED and ADOPTED this _____day of _____, 2016.

_____
PHILIP LEVINE, MAYOR

ATTEST:

_____
RAFAEL E. GRANADO, CITY CLERK

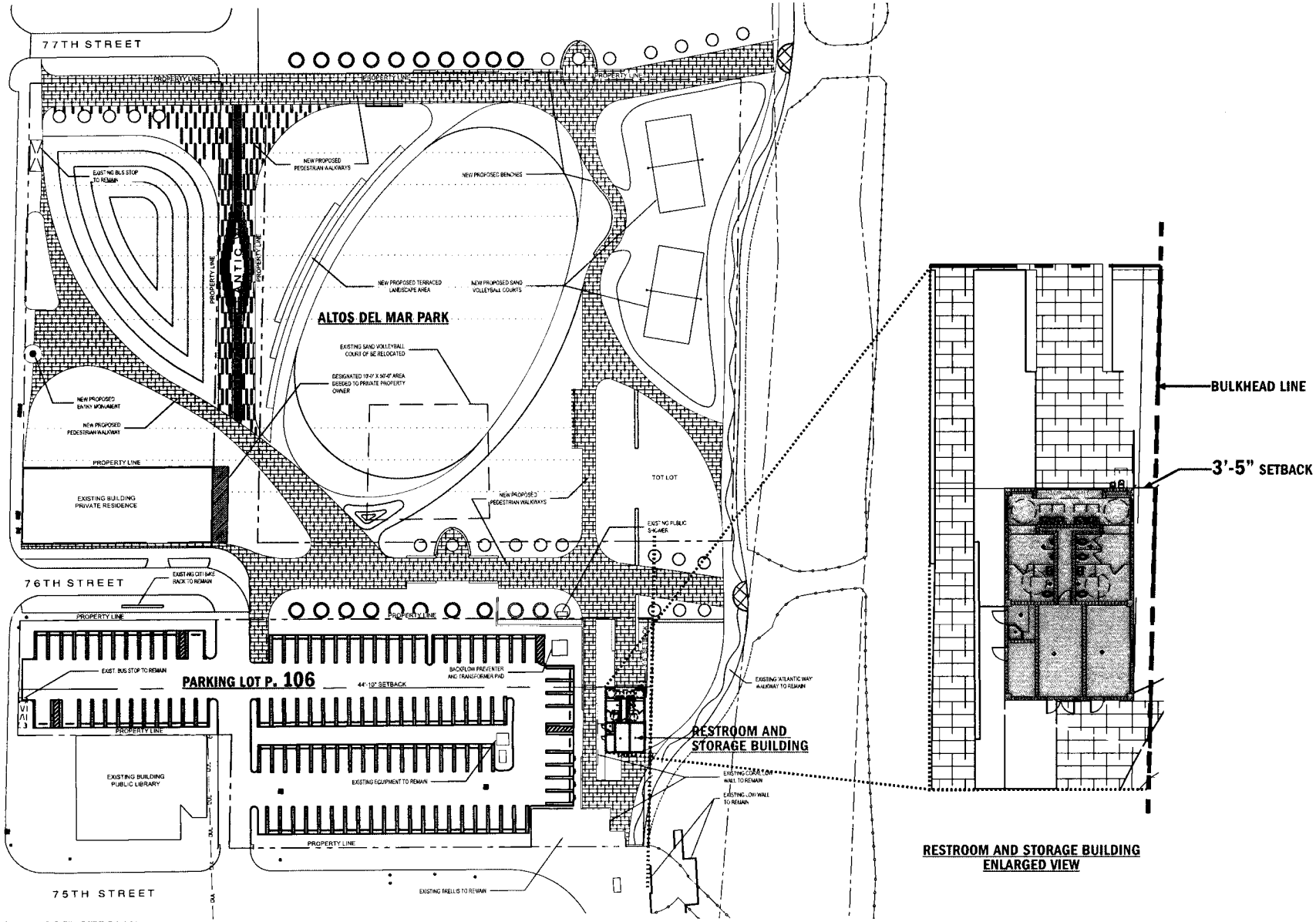
APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

6/30/16
Date

Attachment A

PROPOSED SITE PLAN



PROPOSED SITE PLAN

PROJECT #: 219420367

ALTOS DEL MAR
MIAMI BEACH, FL 33141

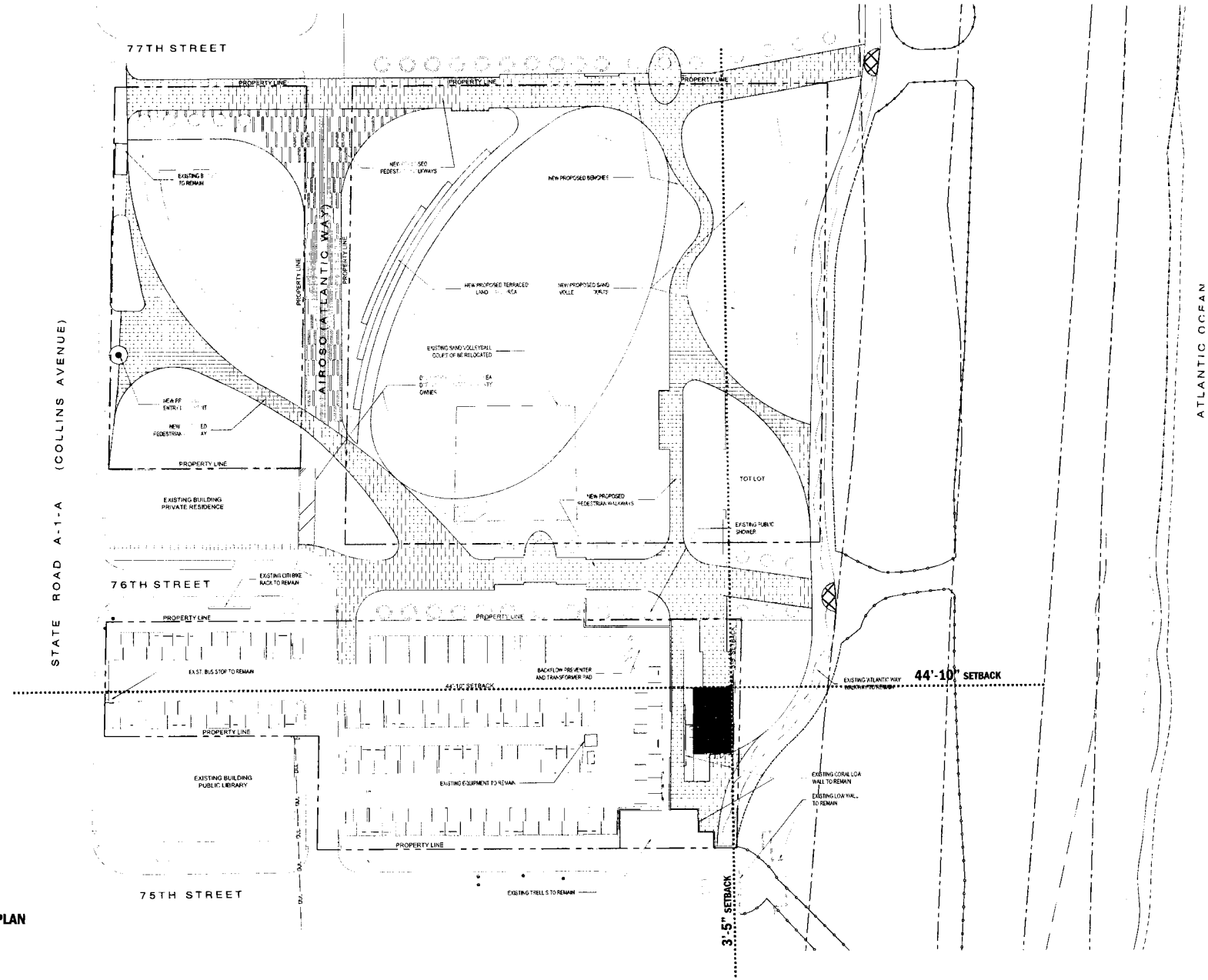
Stantec

DATE 05/31/2016

A-4

793

PROPOSED SITE PLAN



ALTOS DEL MAR
MIAMI BEACH, FL 33141

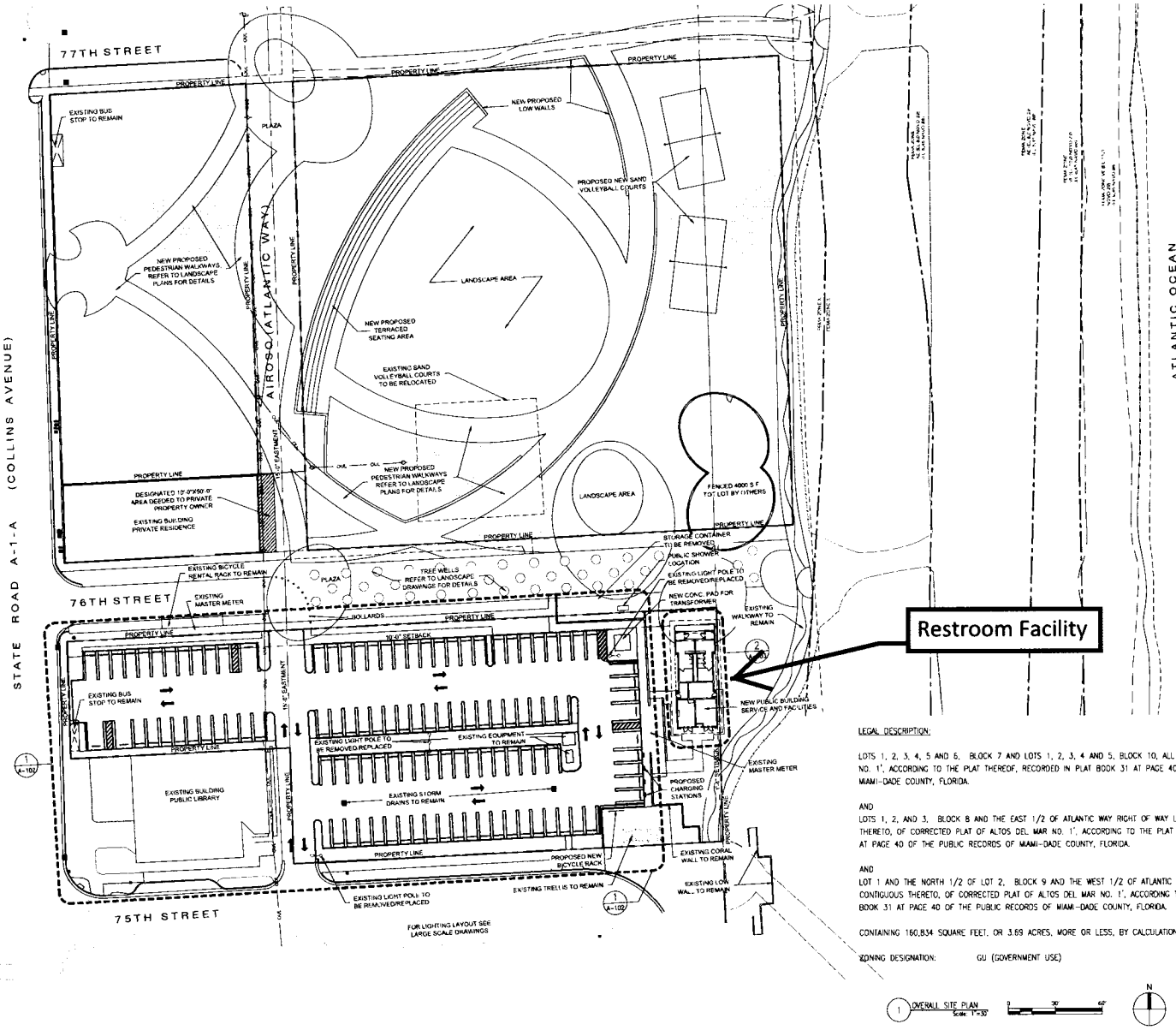
Stantec

HPB SUBMITTAL III
DATE 05/31/2016

A-4

PROPOSED SITE PLAN

PROJECT #: 219420367



LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 7 AND LOTS 1, 2, 3, 4 AND 5, BLOCK 10, ALL OF CORRECTED PLAT OF ALTOS DEL MAR NO. 1', ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31 AT PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

LOTS 1, 2, AND 3, BLOCK 8 AND THE EAST 1/2 OF ATLANTIC WAY RIGHT OF WAY LYING ADJACENT AND CONTIGUOUS THERETO, OF CORRECTED PLAT OF ALTOS DEL MAR NO. 1', ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31 AT PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

LOT 1 AND THE NORTH 1/2 OF LOT 2, BLOCK 9 AND THE WEST 1/2 OF ATLANTIC WAY RIGHT OF WAY LYING ADJACENT AND CONTIGUOUS THERETO, OF CORRECTED PLAT OF ALTOS DEL MAR NO. 1', ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31 AT PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 160,834 SQUARE FEET, OR 3.69 ACRES, MORE OR LESS, BY CALCULATIONS.

ZONING DESIGNATION: GU (GOVERNMENT USE)

1 OVERALL SITE PLAN
Scale: 1"=30'

0 30' 60'

N

Altos Del Mar
Miami Beach, FL 33141

Jonathan Gandolfo
Lic# AR93361

Stantec

2 SOUTH BISCAYNE BOULEVARD
SUITE 1670
MIAMI, FL 33131
www.stantec.com

305.482.8700
Lic.# AA26001507

ISSUANCES

No.	Description	Date

Checked By:

OVERALL SITE PLAN

Drawing Scale: AS NOTED

Job No. 219420367

A-100

60% NOT FOR CONSTRUCTION

© 2019 Stantec Inc.

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
JULY 13, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016,** at the times listed, or as soon thereafter as the matter can be heard, to consider:

10:00 a.m.
An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article I, Entitled "In General"; By Amending Section 82-1, Entitled "Conducting Business On Streets, Parks Or Other Public Property; Enforcement; Penalties; Unpaid Fines To Constitute Liens," By Creating Subsection (b), Which Expressly Prohibits Commercial Transactions, Activities Or Operations At Any Park, Boat Ramp, Beach, Structure Building Or Other Property Or Place Owned, Maintained Or Operated By The City; By Prohibiting Any Portion Of The Commercial Transaction, Activity Or Operation To Directly Or Indirectly Occur At Any Park, Boat Ramp, Beach, Structure Building Or Other Property Or Place Owned, Maintained Or Operated By The City; By Creating Subsection (c)(1), Which Modifies The Exemption Authority Of The City Manager's Approval For The Rendering Of Service To The Public; And By Creating Subsection (c)(3), Which Establishes An Additional Exemption To The Prohibitions Set Forth In Section 82-1(a) And (b), That Would Require The City Commission To Approve A Concession Agreement Authorizing Commercial Activities Or Operations; And By Creating Subsection (d), Which Is A New Enforcement And Penalty Provision For Violations, Limiting The Authority Of The Special Master, And Increasing The Monetary Fines; Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Parks and Recreation Department at 305.673.7730.*

10:05 a.m.
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity," To Amend Section 142-213, "Conditional Uses," To Include Requirements Pertaining To Hall For Hire Uses For Properties Located Within The Locally Designated Museum Historic Preservation District; Providing For Repealer; Severability; Codification; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

10:10 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 3 Entitled "Lobbyists," Section 2-482(a)(4) Thereof, By Requiring A Lobbyist Who Has Within The Past Election Cycle Provided Campaign Consulting Services To An Incumbent Member Of The City Commission To Disclose Such Particular Service On His/Her Lobbyist Registration Form And To Disclose Such Particular Service Orally Before Lobbying The City Commission At A Public Meeting, Providing Definitions, And Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:15 a.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 118, "Administration And Review Procedures," Article II, "Boards," By Creating Section 118-33 To Establish The Miami Beach Panel Of Architects ("MBPOA"); And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction By Authorizing The MBPOA To Conduct Certain Reviews; Creating Division 6, Entitled "Miami Beach Panel Of Architects," At Sections 118-139 Through 118-156, Providing For Purpose, Composition Of Board, Membership, Qualifications, Quorum, Meeting Procedures, Powers And Duties, Fees And Applications; Amending Section 118-8, Entitled "Notice Procedures For Quasi-Judicial, Public Hearing Quasi-Judicial Land Use Board Actions" To Include Notice Procedures For Proceedings Before The MBPOA; And Amending Section 118-9, Entitled "Rehearing And Appeal Procedures," To Provide Procedures For Appeals From The MBPOA; Providing For Codification; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
A Resolution Authorizing Two (2) Waivers Of Development Regulations, By A 5/7 Vote Of The City Commission, After Public Hearing, Pursuant To Section 142-425(d), Of The City's Code, For The Altos Del Mar Park Project, And Adjacent Parking Lot, Parking Lot No. P-106, Located At 75th Street And Collins Avenue, Within The Harding Townsite/South Altos Del Mar Historic District And Within The Altos Del Mar Neighborhood: (1) A Waiver Of Section 142-802(3), Of The City Code In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Three Feet, Five Inches (3'5") In Order To Construct The Proposed Restroom And Storage Building Within Parking Lot No. P-106; And (2) A Waiver Of Section 142-802(7), Of The City Code, As The Existing Parking Lot (P-106) And Proposed Restroom Exceed The Oceanfront Overlay Minimum Requirement That At Least 50 Percent Of The Required Rear Yard Setback Be Open To The Sky And Landscaped. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and/or the Planning Department at 305.673.7550.*

10:35 a.m.
A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, Pursuant To Section 82-37(a), Of The City Code, The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); And Further Conditioning The Vacation Of The Alley On: (1) The Issuance By The City Of Two Quit Claim Deeds; (2) The Granting Of An Access And Use Easement By The Developer To The City; And (3) The Final Approval And Execution Of A Development Agreement Between The City And The Developer. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Public Works Department at 305.673.7080.*

10:40 a.m.
A Resolution Adopting The Fifth Amendment To The General Fund, Enterprise Fund, Internal Service Fund And Special Revenue Fund Budgets For Fiscal Year (FY) 2015/16. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

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. 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 No. 1162

Condensed Title:

A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee And Approving A Term Sheet, Attached Hereto As Exhibit 1, For The Vacation Of 2,000 Square Feet Within The Alley Known As The Alton Court (Hereinafter The "Alley"); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); And Authorizing The Administration And City Attorney To Negotiate A Development Agreement Based Upon The Approved Of The Approval Of The Term Sheet.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability

Item Summary/Recommendation:

The City holds a right-of-way dedication to a 20 foot wide public right-of-way alley known as Alton Court (hereinafter referred to as the "Alley"), running parallel and between Alton Road and West Avenue, between 17th Street and Lincoln Road.

1681 West Ventures, LLC owns the property to the west of, and adjacent to, the City's Alley along the first 150 feet of the Alley closest to 17th Street. 1698 Alton Road Ventures, LLC owns the property to the east of, and adjacent to, the Alley, along the first 100 feet of the Alley closest to 17th Street. 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC, have the same principals, and shall be collectively referred to herein as the "Developer".

As part of the Project, the Developer seeks to have the City vacate the north 100 feet of the Alley, located between Developer's parcels, for the 20 foot width of the Alley (which limited area shall be referred to as the "City Parcel"), for a total of 2,000 square feet, with the remainder of the Alley not being vacated. The Developer has requested that the City vacate the City Parcel in order to incorporate the City Parcel, including, without limitation, the Floor Area Ratio (FAR) attributable to the City Parcel, into the Project; provided, however, no habitable structures, parking areas, or amenities shall be placed within the City Parcel, as the vacated area shall be used solely for "bridge" purposes to link the Developer's parcels.

At the Finance and Citywide Projects Committee meeting of June 17, 2016, a monetary contribution of $665,000 was approved. In addition, other aspects of the proposed project were discussed and proffered by the Developer. These memorialized in the attached term sheet. An agreement will be negotiated with the City Attorney.

CONCLUSION

THE FCWPC HAS RECOMMENDED THE CITY COMMISSION TO ADOPT THE RESOLUTION

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	3			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Assistant Department Director	Assistant City Manager/DPW	City Manager
JJF	ETC	JLM

T:\AGENDA\2016\July\Public Works\17th Alton Road - summary2.docx

Agenda Item R7E

Date 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWISE PROJECTS COMMITTEE AND APPROVING A TERM SHEET, ATTACHED HERETO AS EXHIBIT 1, FOR THE VACATION OF 2,000 SQUARE FEET WITIN THE ALLEY KNOWN AS THE ALTON COURT (HEREINAFTER THE "ALLEY"); SAID VACATION IN FAVOR OF THE ADJACENT PROPERTY OWNERS, 1681 WEST WENTURES, LLC AND 1698 ALTON ROAD VENTURES, LLC (COLLECTIVELY THE "DEVELOPER"); AND AUTHORIZING THE ADMINISTRATION AND CITY ATTORNEY TO NEGOTIATE A DEVELOPMENT AGREEMENT BASED UPON THE APPROVED OF THE APPROVAL OF THE TERM SHEET.**

BACKGROUND

The City holds a right-of-way dedication to a 20 foot wide public right-of-way alley known as Alton Court (hereinafter referred to as the "Alley"), running parallel and between Alton Road and West Avenue, between 17th Street and Lincoln Road.

1681 West Ventures, LLC owns the property to the west of, and adjacent to, the City's Alley along the first 150 feet of the Alley closest to 17th Street. 1698 Alton Road Ventures, LLC owns the property to the east of, and adjacent to, the Alley, along the first 100 feet of the Alley closest to 17th Street. 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC, have the same principals, and shall be collectively referred to herein as the "Developer".

As part of the Project, the Developer seeks to have the City vacate the north 100 feet of the Alley, located between Developer's parcels, for the 20 foot width of the Alley (which limited area shall be referred to as the "City Parcel"), for a total of 2,000 square feet, with the remainder of the Alley not being vacated. The Developer has requested that the City vacate the City Parcel in order to incorporate the City Parcel, including, without limitation, the Floor Area Ratio (FAR) attributable to the City Parcel, into the Project; provided, however, no habitable structures, parking areas, or amenities shall be placed within the City Parcel, as the vacated area shall be used solely for "bridge" purposes to link the Developer's parcels.

The Developer is seeking to develop a mixed-use project with residential and retail and structured parking, consistent with the CD-2 zoning regulations (hereinafter, the "Project"). The Developer executed a Hold Harmless with the City in order to proceed to the Planning Board and Design Review Board, in order to obtain design review approval of the mixed-use project, with retail, a parking structure and residential units above, with a bridge over the Alley. The City

Commission authorized the Developer to proceed with the Project reviews, once the Hold Harmless was executed, with the understanding that the Developer would have no vested right or recourse against the City should the City Commission decide not to vacate the Alley, or should negotiations regarding the vacation of the Alley fail.

ANALYSIS

The overall Project and underlying Development Agreement would reduce the City's costs due to the implementation of the maintenance agreement for Alton Court; provide for new water and sewer lines along the vacated area which lines provide water and sewer services to the area; and would ensure that the City obtain a perpetual access and use easement area along the entire length of the vacated City Parcel for continued vehicular access and underground utility access.

The Administration, through its Public Works Department, have indicated that the Developers have complied with the application requirements and submittals in accordance with the City's Guidelines for Vacation or Abandonment of Streets or Other Rights of Way, and pursuant to Sections 82-36 through 82-40 of the City Code.

Pursuant to City Code Section 82-37(a)(1), the proposed vacation must also be referred to the Finance and Citywide Projects Committee.

An appraisal was ordered by Public Works and received on or about April 20, 2016. The appraisal was associated with an air rights easement assuming that the Applicant "would not have full control of the alley at the ground level, but would have full control of the alley from the second floor up." The analysis was based on a sales comparison approach and included consideration of values per buildable square foot. The appraised value of the City Parcel is in the amount of $950,000.

After it was brought to light that the Applicant wanted the City to vacate the alley and provide the City with the necessary easements for utilities and vehicular access, an additional appraisal was requested. The valuation was determined by taking the value of the now combined parcels minus the value of the two privately owned parcels to determine the market value of the alley. The investigation notes that there are several items that contribute to the high value when using the sales comparison approach:

- A contiguous tract with 320 feet of frontage along 17th Street with double corners on Alton and West
- Development of a single building with frontage on three streets
- A transfer of the FAR from the alley to the combined parcels
- Allowing the west parcel to be increased in building height from 50 feet to 60 feet

The revised appraised value of the investigation is $3,050,000.

Section 82-38 of the City Code requires a determination as to whether or not the proposed use involves a public purpose, or in keeping with the community's needs. As with any transfer of public property, the City Commission must weigh in the public benefit. As with the FAENA Project, the public benefit was the improvement of three (3) blocks of the Beachwalk. In the case of the Betsy Hotel and the green alley, it was the creation of an enhanced pedestrian walkway. In this case, the public benefit will be the creation of parking spaces for use by the

public.

At the Finance and Citywide Projects Committee meeting of June 17, 2016, a monetary contribution of $665,000 was approved. In addition, other aspects of the proposed project were discussed and proffered by the Developer. These are memorialized in the attached term sheet. An agreement will be negotiated with the City Attorney.

CONCLUSION

The Finance and Citywide Projects Committee recommends the City Commission to approve a term sheet, attached hereto as exhibit 1, for the vacation of 2,000 square feet within the alley known as the Alton Court (hereinafter the "alley"); said vacation in favor of the adjacent property owners, 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC (collectively the "developer"); and authorizing the Administration and City Attorney to negotiate a development agreement based upon the approval of the term sheet.

JLM/ETC/JJF/FAS

F:\WORK\$ALL\(1) EMPLOYEE FOLDERS\FIORELLA SARMIENTO\CITY COMMITTEES AND LTCs - ALL YEARS\FINANCE COMMITTEE- ALL ITEMS\17th Alton Rd. memo2.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AND APPROVING A TERM SHEET, ATTACHED HERETO AS EXHIBIT 1, FOR THE VACATION OF 2,000 SQUARE FEET WITHIN THE ALLEY KNOWN AS ALTON COURT (HEREINAFTER THE "ALLEY); SAID VACATION IN FAVOR OF THE ADJACENT PROPERTY OWNERS, 1681 WEST VENTURES, LLC AND 1698 ALTON ROAD VENTURES, LLC (COLLECTIVELY THE "DEVELOPER"); AND AUTHORIZING THE ADMINISTRATION AND CITY ATTORNEY TO NEGOTIATE A DEVELOPMENT AGREEMENT BASED UPON THE APPROVED OF THE TERM SHEET.

WHEREAS, the City holds a right-of-way dedication to a 20 foot wide public right-of-way alley known as Alton Court (hereinafter referred to as the "Alley"), running parallel and between Alton Road and West Avenue, between 17th Street and Lincoln Road; and

WHEREAS, 1681 West Ventures, LLC owns the property to the west of, and adjacent to, the City's Alley along the first 150 feet of the Alley closest to 17th Street; and

WHEREAS, 1698 Alton Road Ventures, LLC owns the property to the east of, and adjacent to, the Alley, along the first 100 feet of the Alley closest to 17th Street; and

WHEREAS, 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC, have the same principals, and shall be collectively referred to herein as "Developer"; and

WHEREAS, Developer is seeking to develop a mixed-use project with residential and retail and structured parking, consistent with the CD-2 zoning regulations (hereinafter, the "Project"); and

WHEREAS, as part of the Project, the Developer seeks to have the City vacate the north 100 feet of the Alley, located between Developer's parcels, for the 20 foot width of the Alley (which limited area shall be referred to as the "City Parcel"), for a total of 2,000 square feet, with the remainder of the Alley not being vacated; and

WHEREAS, Developer has requested that the City vacate the City Parcel in order to incorporate the City Parcel, including, without limitation, the Floor Area Ratio (FAR) attributable to the City Parcel, into the Project; provided, however, no habitable structures, parking spaces, or amenities shall be placed within the City Parcel, as the vacated area shall be used solely for a pedestrian and vehicular "bridge" purposes to link the Developer's parcels; and

WHEREAS, the Developer has proffered a voluntary contribution, both monetary (with the amount to be determined by the City and Developer) and in in-kind services to the

City; which voluntarily contribution will be used for a public purpose and which funds would also reduce the City's costs, and improve the community's overall quality life; and

WHEREAS, the overall Project and underlying Development Agreement would reduce the City's costs due to the implementation of the maintenance agreement for Alton Court; provide for a new sewer line along the vacated area which line provides water and sewer services to Sunset Harbour; Repaving of the remainder of Alton Ct. from 17th St. to Lincoln Rd; and would ensure that the City obtain a perpetual access and use easement area along the entire length of the vacated City Parcel for continued vehicular access and underground utility access; and

WHEREAS, the City Commission set the value of the air rights easement as $665,000; and

WHEREAS, on June 17, 2016, the Finance and Citywide Projects Committee issued a recommendation to the City Commission to approve the Term Sheet, attached as Exhibit "1", to this Resolution, and for the City Administration and City Attorney to negotiate a final Development Agreement, based upon the approved Term Sheet with Developer; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, the Mayor and City Commission hereby accept the recommendation of the Finance and Citywide Projects Committee approval a Term Sheet, attached hereto as Exhibit 1, for the vacation of 2,000 square feet within the alley known as Alton Court (hereinafter the "alley); said vacation in favor of the adjacent property owners, 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC (collectively the "Developer"); and further authorize the City Administration and City Attorney to negotiate a Development Agreement based upon the attached, approved the Term Sheet.

PASSED and ADOPTED this _____day of _____, 2016.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 6/29/16

ALTON COURT AND 17TH STREET PROPOSED VACATION OF 2,000 SQUARE FEET WITHIN THE ALLEY, ALONG THE NORTH 100 FEET OF ALTON COURT, FOR THE ENTIRE 20 FOOT WIDTH OF THE ALLEY

I. Recitals.

A. 1698 Alton Road Ventures LLC and 1681 West Ventures LLC (collectively "Developer") is owner of those certain parcels of land located at 1698 Alton Road and 1681 & 1683 West Avenue, and which combined are approximately 37,500 square feet (the Developer's Parcels").

B. The City of Miami Beach ("City") holds a right-of-way dedication to a 20 foot wide public right-of-way, alley, running parallel to Alton Road, between Alton Road and West Avenue, between 17th Street and Lincoln Road.

C. Developer seeks to have the City vacate the north 100 feet of the Alton Court Alley (Alley) located between Developer's Parcels, for the 20 foot width of the alley (City Parcel). The remainder of the Alley would not be vacated. Developer has requested that the City vacate the City Parcel in order to incorporate the City Parcel, (including, without limitation, the Floor Area Ratio (FAR) attributable to the City Parcel) into Developer's proposed Project (as defined below). No habitable structures, parking spaces or amenities shall be placed in or above the City Parcel. The City Parcel shall be used primarily for a pedestrian and or vehicular "bridge" purposes to link the Developer's Parcels and as contemplated in the Design Review Board and Planning Board approvals.

D. Upon vacation, the City Parcel collectively with the Developer's Parcels shall be known collectively as the "Property".

E. Developer intends to develop the Property as a mixed-use project with residential and retail/restaurant uses and structured parking, consistent with the CD-2 zoning regulations (hereinafter, the "Project"): as shall be further delineated in a Florida Statutes Chapter 163 development agreement, to be negotiated between the City and the Developer (the "Development Agreement") and pursuant to applicable land use approvals.

II. Voluntary Contribution.

A. Developer has offered a voluntary public contribution (hereinafter the "Voluntary Contribution") of $665,000.00 to the City in connection with the vacation of the City Parcel. The Voluntary Contribution is based on the recommendation of the Finance Committee, which Committee analyzed the appraised value of the City Parcel, as further set forth in the Appraisal Report as appraised for the City by Waronker and Rosen, Inc., dated April 14, 2016, and provided a 30 percent discount, as the full bundle of rights are not being utilized by the Developer, and as Developer is providing additional parking on site that may be used by the public. All funds shall be allocated as shall be determined by the City Commission, in its sole and reasonable discretion.

III. Payments and Timing. The Voluntary Contribution shall be paid by the Developer to the City as follows:

A. Developer will make the first payment, in the amount of $199,500.00 within ten (10) business days following the City Commission's (i) final approval of the City Resolution authorizing the vacation of the City Parcel (the "Vacation Resolution") and (ii) final approval of the Development Agreement. This payment will be non-refundable.

B. Developer will apply for a full building permit for the Project, using commercially reasonable efforts, no later than 6/16/17.

C. Developer will pay the City the balance : (i) within ten (10) business days of the issuance of a full building permit for the Project, and (ii) City's delivery of deed in favor of Developer for the City Parcel for final transfer of rights.

D. The actual vacation of the City Parcel shall be only effective as of the date Developer makes the final payment of the Voluntary Contribution. The payment shall be non-refundable.

E. Developer shall also reimburse the City for the cost of Appraisal Report in the amount of $7,000 prior to final reading of the Vacation Resolution.

IV. <u>City Easement.</u>

A. No later than ten (10) business days following the City's delivery of deed in favor of Developer for the City Parcel for final transfer of rights, Developer shall grant to the City a non- exclusive perpetual public access easement over the entire portion of the City Parcel, subject to the review and approval of City staff, not to be unreasonably withheld, in order to provide access to the public and utility access to the utilities under the vacated land (the "City Easement"). The final approved City Easement shall be recorded by Developer, at its sole cost and expense simultaneously with the receipt of the transfer of the deed by the City to Developer. The City Easement shall not be unnecessarily blocked during construction.

B. Developer shall install new water and sewer pipes, along the north 145 feet of the Alley, to replace that portion of the existing pipes between Lincoln Road and 17th Street, running down Alton Court. All remaining existing utilities controlled by the City and located underground within the City Parcel will be replaced or improved at the direction and reasonable discretion of the City's Public Works Director, or his designee. Developer shall be solely responsible for all costs and work associated with the improvements to the City Easement (including, without limitation, the design, permitting and construction), which improvements shall include, but not be limited to, resurfacing, drainage, hardscaping, sidewalks, and lighting.

C. The Developer shall be responsible for the maintenance of the City Easement area, as to normal maintenance. Developer intends to install pavers in certain areas, and Developer shall be responsible, in perpetuity, for the maintenance of the pavers.

D. That Developer shall repave the entirety of the Alley between 17th Street and Lincoln Road at the direction and reasonable discretion of the City's Public Works Director, of his designee.

E. There is a pole mounted transformer ("FP&L Equipment) and other existing equipment ("Other Equipment") located in the Alley that is related to the stormwater pump station located on 17th Street. The Developer will need to coordinate with FP&L and the City's Public Works Department for the removal and/or relocation of the FP&L Equipment and Other Equipment, at the direction and reasonable discretion of FPL (Florida Power & Light) and the City's Public Works Director, or his designee. The existing overhead utility lines (electrical, cable and telephone) and other pole mounted equipment will be relocated, with the direction of FPL or any other applicable utility providers and the City's Public Works Director, or his designee.

F. Developer's satisfaction of the conditions in A through D shall also be conditions precedent to the final approval of the vacation of the City Parcel.

V. **Development Agreement.** The above terms and other matters will be incorporated into the Development Agreement, which will also include, at a minimum, the following additional terms:

A. Developer will be responsible for submitting and obtaining any and all final, non-appealable development approvals for the Project (i.e. Design Review Board, Planning Board, Board of Adjustment). Developer agrees and acknowledges that any such development approvals are subject to, and conditioned upon, approval by applicable development boards, in their sole and reasonable discretion.

B. Except as to involuntary transfers (as shall be defined in the Development Agreement and which will include, without limitation, foreclosure transfers and transfers in lieu of foreclosure), any assignment or transfer greater than 50% of Developer's rights under the Development Agreement shall require the prior written consent of City Commission, which consent, if given at all, shall be at the Commission's sole discretion. Notwithstanding the preceding sentence, Developer shall not be permitted to assign or transfer greater than 50% of Developer's rights under the Development Agreement until after the issuance of a Certificate of Occupancy ("CO"), unless waived by the City Commission for the approved Project. Any approved transferee shall assume all obligations of Developer under the Development Agreement including, without limitation, (i) Developer's obligation to grant and improve the City Easement and (ii) to improve the pipes and Alton Court right-of-way.

VI. **Outside Counsel Review.** Developer agrees to reimburse the City for any attorney's fees incurred by the City for outside counsel's review and negotiation of the Development Agreement, and related agreements, not to exceed reasonable amounts, as mutually agreed upon by the Parties (which counsel shall be selected and approved by the City Attorney).

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/29/16 Date

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Condensed Title:

A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, Pursuant To Section 82-37(A), Of The City Code, The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); And Further Conditioning The Vacation Of The Alley On: (1) The Issuance By The City Of Two Quit Claim Deeds; (2) The Granting Of An Access And Use Easement By The Developer To The City; And (3) The Final Approval And Execution Of A Development Agreement Between The City And The Developer. 10:35 A.M. Public Hearing.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability

Item Summary/Recommendation:

The City holds a right-of-way dedication to a 20 foot wide public right-of-way alley known as Alton Court (hereinafter referred to as the "Alley"), running parallel and between Alton Road and West Avenue, between 17th Street and Lincoln Road.

1681 West Ventures, LLC owns the property to the west of, and adjacent to, the City's Alley along the first 150 feet of the Alley closest to 17th Street. 1698 Alton Road Ventures, LLC owns the property to the east of, and adjacent to, the Alley, along the first 100 feet of the Alley closest to 17th Street. 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC, have the same principals, and shall be collectively referred to herein as the "Developer".

As part of the Project, the Developer seeks to have the City vacate the north 100 feet of the Alley, located between Developer's parcels, for the 20 foot width of the Alley (which limited area shall be referred to as the "City Parcel"), for a total of 2,000 square feet, with the remainder of the Alley not being vacated. The Developer has requested that the City vacate the City Parcel in order to incorporate the City Parcel, including, without limitation, the Floor Area Ratio (FAR) attributable to the City Parcel, into the Project; provided, however, no habitable structures, parking areas, or amenities shall be placed within the City Parcel, as the vacated area shall be used solely for "bridge" purposes to link the Developer's parcels.

The Administration, through its Public Works Department, have indicated that the Developers have complied with the application requirements and submittals in accordance with the City's Guidelines for Vacation or Abandonment of Streets or Other Rights of Way, and pursuant to Sections 82-36 through 82-40 of the City Code.

Pursuant to City Code Section 82-38, the Planning Department is required to prepare a planning analysis relating to the six (6) elements for vacating City Property and shall produce said written report prior to final City Commission action on the proposed vacation. In accordance with City Code Section 82-39(b), an appraisal was obtained by the City for the City's Parcel.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	3			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Assistant Department Director	Assistant City Manager/DPW	City Manager
JJE	ETC	JLM

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION APPROVING, ON SECOND AND FINAL READING OF THIS RESOLUTION AND FOLLOWING A DULY NOTICED PUBLIC HEARING, PURSUANT TO SECTION 82-37(A), OF THE CITY CODE, THE VACATION OF 2,000 SQUARE FEET WITHIN THE ALLEY KNOWN AS ALTON COURT (HEREINAFTER THE "ALLEY); SAID VACATION IN FAVOR OF THE ADJACENT PROPERTY OWNERS, 1681 WEST VENTURES, LLC AND 1698 ALTON ROAD VENTURES, LLC (COLLECTIVELY THE "DEVELOPER"); AND FURTHER CONDITIONING THE VACATION OF THE ALLEY ON: (1) THE ISSUANCE BY THE CITY OF TWO QUIT CLAIM DEEDS; (2) THE GRANTING OF AN ACCESS AND USE EASEMENT BY THE DEVELOPER TO THE CITY; AND (3) THE FINAL APPROVAL AND EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE DEVELOPER. 10:35 A.M. PUBLIC HEARING.**

BACKGROUND

The City holds a right-of-way dedication to a 20 foot wide public right-of-way alley known as Alton Court (hereinafter referred to as the "Alley"), running parallel and between Alton Road and West Avenue, between 17th Street and Lincoln Road.

1681 West Ventures, LLC owns the property to the west of, and adjacent to, the City's Alley along the first 150 feet of the Alley closest to 17th Street. 1698 Alton Road Ventures, LLC owns the property to the east of, and adjacent to, the Alley, along the first 100 feet of the Alley closest to 17th Street. 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC, have the same principals, and shall be collectively referred to herein as the "Developer".

As part of the Project, the Developer seeks to have the City vacate the north 100 feet of the Alley, located between Developer's parcels, for the 20 foot width of the Alley (which limited area shall be referred to as the "City Parcel"), for a total of 2,000 square feet, with the remainder of the Alley not being vacated. The Developer has requested that the City vacate the City Parcel in order to incorporate the City Parcel, including, without limitation, the Floor Area Ratio (FAR) attributable to the City Parcel, into the Project; provided, however, no habitable structures, parking areas, or amenities shall be placed within the City Parcel, as the vacated area shall be used solely for "bridge" purposes to link the Developer's parcels.

The Developer is seeking to develop a mixed-use project with residential and retail and structured parking, consistent with the CD-2 zoning regulations (hereinafter, the "Project"). The Developer executed a Hold Harmless with the City in order to proceed to the Planning Board

and Design Review Board, in order to obtain design review approval of the mixed-use project, with retail, a parking structure and residential units above, with a bridge over the Alley. The City Commission authorized the Developer to proceed with the Project reviews, once the Hold Harmless was executed, with the understanding that the Developer would have no vested right or recourse against the City should the City Commission decide not to vacate the Alley, or should negotiations regarding the vacation of the Alley fail.

ANALYSIS

At its June 8, 2016 meeting, The City Commission approved the proposed vacation on first reading and made a motion to set the second reading/public hearing

During negotiations, the Developer has proffered a voluntary contribution, both monetary (with the amount to be determined by the City and Developer) and in in-kind services to the City; which voluntarily contribution will be used for a public purpose and which funds would also reduce the City's costs, and improve the community's overall quality life.

Section 177.085, Florida Statutes, provides that, upon the abandonment of a right-of-way, all rights to the former right-of-way revert to the owners of the lots abutting such right-of-way. A City may vacate roads when the vacation is in the public interest, or when the street is no longer required for public use and convenience.

The Administration, through its Public Works Department, have indicated that the Developers have complied with the application requirements and submittals in accordance with the City's Guidelines for Vacation or Abandonment of Streets or Other Rights of Way, and pursuant to Sections 82-36 through 82-40 of the City Code.

Pursuant to City Code Section 82-38, the Planning Department is required to prepare a planning analysis relating to the six (6) elements for vacating City Property and shall produce said written report prior to final City Commission action on the proposed vacation. In accordance with City Code Section 82-39(b), an appraisal was obtained by the City for the City's Parcel.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the proposed vacation on second reading, the vacation of 2,000 square feet within the alley known as Alton Court (hereinafter the "Alley); said vacation in favor of the adjacent property owners, 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC (collectively the "Developer"); and further conditioning the vacation of the alley on: (1) the issuance by the city of two quit claim deeds; (2) the granting of an access and use easement by the developer to the city; and (3) the final approval and execution of a development agreement between the City and the developer.

JLM/ETC/JJH/BAM/WRB/EB

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ATTACHMENT

MIAMIBEACH

PLANNING DEPARTMENT

COMMISSION MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Thomas R. Mooney, AICP
Planning Director

DATE: July 13, 2016

SUBJECT: **Planning Analysis of Proposed Right of Way (ROW) Vacation – Alton Court at 17th Street.**

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 vacate the Alton Court Alley for the first 100 feet south of 17th Street. The right of way is 20 feet wide and contains approximately 2,000 square feet in area, inclusive of any Floor Area Ratio (FAR) attributable to the parcel. The vacation would require that vehicular access continue to be provided. The area would be used for providing bridges between the two adjacent parcels, owned by the developer, in order to provide for a more efficient parking structure. No habitable structures, parking areas, or amenities are to be included within this section of the development.

The Developer executed a Hold Harmless with the City in order to proceed to the Planning Board and Design Review Board, for the review and approval of a five (5) story mixed-use project consisting of retail, parking and residential units, with a bridge over the Alley. The City Commission authorized the Developer to proceed with the aforementioned reviews, as the executed Hold Harmless confirms that the Developer would have no vested right or recourse against the City should the City Commission decide not to vacate the Alley, or should negotiations regarding the vacation of the Alley fail. On May 3, 2016, the Design Review Board granted Design Review Approval and Variances for the development and on May 24, 2016, the Planning Board approved a Conditional Use Permit for the development.

ANALYSIS

The following is an analysis of the proposed vacation based on the criteria delineated in the City Code.

1. **Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city comprehensive plan.**

   Consistent – The vacation of the ROW will allow for a private development to

incorporate a more efficient parking structure. The developer proposes to make spaces available to the public. The bridge structures over vacated ROW will reduce the need for driveways from each of the developer's parcels, which limits potential pedestrian conflicts. This is consistent with Goals, Objectives, and Policies of the City's Comprehensive Plan, including the following:

> ***Policy 8.2: Public Private Partnerships***
> *The City shall continue to seek public-private partnerships in the development of its parking facilities and intermodal centers.*
>
> ***Policy 8.4: Context Sensitive Parking Development***
> *Off-street parking areas shall be located and designed in a manner that supports and does not conflict with pedestrian and bicycle activity, such as to the side or rear of buildings.*

2. **The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.**

   Consistent – No negative impacts are anticipated by the proposal. The proposal will maintain vehicular access through the alley. The development has gone through the Conditional Use and Design Review processes where any potential impacts from the development to surrounding areas have been indicated and mitigated.

   Additionally, the developer will provide for utility and infrastructure improvements within the vacated area, including water and sewer services and the repaving of the remainder of Alton Ct. from 17th St. to Lincoln Rd. The developer will ensure that the City obtain a perpetual access and use easement area along the entire length of the vacated parcel for continued vehicular access and underground utility access. In an abundance of caution, since no habitable space is proposed over the area being vacated, the bridges will be designed to be able to be removed, while allowing the building to continue functioning.

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 is in keeping with a public purpose and community needs and will not reduce the community's overall quality of life. The ROW will be utilized to allow for a more efficient parking structure. Some of the parking will be

made available to the public. Additionally, the developer will rebuild water and sewer lines that go through the area being vacated and repave the alley. The developer would also make a monetary contribution to the City to be used for public purposes.

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 development will keep with the surrounding neighborhood and will not significantly block views or create environmental intrusions. The proposed development has undergone conditional use and design review process to ensure that environmental, design, aesthetic considerations are taken into account.

5. **The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.**

   Consistent – The primary intent of the vacation of this ROW is intended to address the parking concerns of a private development. In addition, other infrastructure concerns are being addressed by the developer as previously stated in this analysis.

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

Vacation of the public ROW is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan. The vacation of Alton Court south of 17th Street is not expected to generate any negative impacts for the surrounding area.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON SECOND AND FINAL READING OF THIS RESOLUTION AND FOLLOWING A DULY NOTICED PUBLIC HEARING PURSUANT TO SECTION 82-37(a), OF THE CITY CODE, THE VACATION OF 2,000 SQUARE FEET WITHIN THE ALLEY KNOWN AS ALTON COURT (HEREINAFTER THE "ALLEY); SAID VACATION IN FAVOR OF THE ADJACENT PROPERTY OWNERS, 1681 WEST VENTURES, LLC AND 1698 ALTON ROAD VENTURES, LLC (COLLECTIVELY THE "DEVELOPER"); AND FURTHER CONDITIONING THE VACATION OF THE ALLEY ON: (1) THE ISSUANCE BY THE CITY OF TWO QUIT CLAIM DEEDS; (2) THE GRANTING OF AN ACCESS AND USE EASEMENT BY THE DEVELOPER TO THE CITY; AND (3) THE FINAL APPROVAL AND EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE DEVELOPER.

WHEREAS, the City holds a right-of-way dedication to a 20 foot wide public right-of-way alley known as Alton Court, running parallel and between Alton Road and West Avenue, between 17th Street and Lincoln Road (hereinafter referred to as the "Alley"); and

WHEREAS, 1681 West Ventures, LLC owns the property to the west of, and adjacent to, the City's Alley, along the first 150 feet of the Alley closest to 17th Street; and

WHEREAS, 1698 Alton Road Ventures, LLC owns the property to the east of, and adjacent to, the Alley, along the first 100 feet of the Alley closest to 17th Street; and

WHEREAS, 1681 West Ventures, LLC and 1698 Alton Road Ventures, LLC, have the same principals, and shall be collectively referred to herein as the "Developer"; and

WHEREAS, the Developer is seeking to develop a mixed-use project with residential and retail/restaurant and structured parking, consistent with the CD-2 zoning regulations (hereinafter, the "Project"); and

WHEREAS, as part of the Project, the Developer seeks to have the City vacate the north 100 feet of the Alley, located between Developer's parcels, for the 20 foot width of the Alley, for a total of 2,000 square feet(which limited area shall be referred to as the "City Parcel"), with the remainder of the Alley not being vacated; and

WHEREAS, the Developer has requested that the City vacate the City Parcel in order to incorporate the City Parcel, including, without limitation, the Floor Area Ratio (FAR) attributable to the City Parcel, into the Project; provided, however, the Developer

has represented to the City that no habitable structures, parking areas, or amenities shall be placed within the City Parcel, as the vacated area shall be used solely for "bridge" purposes to link the Developer's parcels; and

WHEREAS, Section 177.085, Florida Statutes, provides that, upon the abandonment of a right-of-way, all rights to the former right-of-way revert to the owners of the lots abutting such right-of-way; and

WHEREAS, a City may vacate roads when the vacation is in the public interest, or when the street is no longer required for public use and convenience; and

WHEREAS, the overall Project and underlying Development Agreement to be entered into by the City and Developer as a condition of the proposed vacation, would reduce the City's costs due to the implementation of the maintenance agreement for Alton Court; provide for a new sewer line along the vacated area which line provides water and sewer services to Sunset Harbour; and would ensure that the City obtain a perpetual access and use easement area along the entire length of the vacated City Parcel for continued vehicular access and underground utility access; and

WHEREAS, the Administration, through its Public Works Department, hereby represents that the Developers have complied with the application requirements and submittals in accordance with the City's Guidelines for Vacation or Abandonment of Streets or Other Rights of Way, and pursuant to Sections 82-36 through 82-40 of the City Code; and

WHEREAS, pursuant to City Code Section 82-37(a)(1), the proposed vacation must also be referred to the Finance and Citywide Projects Committee, which heard the vacation request on June 17, 2016; and

WHEREAS, on June 8, 2016, pursuant to Resolution No. 2016-29439, the City Commission waived the competitive bidding requirements of City Code Section 82-39(a), as by operation of law, the adjacent property owners (i.e. the Developer) are the only entitled parties to which the vacated right-of-way (the City Parcel) can be conveyed; and

WHEREAS, pursuant to City Code Section 82-38, the Planning Department has provided the City Commission with a planning analysis relating to the six (6) elements for vacating City Property, which analysis is included in the agenda; and

WHEREAS, in accordance with City Code Section 82-39(b), an appraisal was obtained by the City for the City's Parcel; and

WHEREAS, the Finance and Citywide Projects Committee recommended accepting a voluntary contribution by the Developer to the City of $$665,000.00, and recommended vacating the City Parcel.

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, on second and final reading of this resolution and following a duly noticed public hearing pursuant to Section 82-37(a), of the City Code, the vacation of 2,000 square feet within the alley known as Alton Court (hereinafter the "Alley); said vacation in favor of the adjacent property owners, 1681 West ventures, LLC and 1698

Alton Road Ventures, LLC (collectively the "Developer"); and further conditioning the vacation of the Alley on: (1) the issuance by the City of two quit claim deeds; (2) the granting of an access and use easement by the Developer to the City; and (3) the final approval and execution of a Development Agreement between the City and the Developer.

PASSED and ADOPTED this _____day of _____, 2016.

_____
PHILIP LEVINE, MAYOR

ATTEST:

_____
RAFAEL E. GRANADO, CITY CLERK

APPROVED **AS TO**
FORM & **LANGUAGE**
& FOR **EXECUTION**

City Attorney

6/29/16
Date

T:\AGENDA\2016\July\Public Works\Alton Court Vacation second reading resolution final.doc

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS
JULY 13, 2016

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commissioners of the City of Miami Beach, Florida, in the Commission Chamber, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 13, 2016**, at the times listed, or as soon thereafter as the matter can be heard, to consider:

10:00 a.m.
An Ordinance Amending Chapter 82 Of The Code Of The City Of Miami Beach, Entitled "Public Property," By Amending Article I, Entitled "In General"; By Amending Section 82-1, Entitled "Conducting Business On Streets, Parks Or Other Public Property; Enforcement; Penalties; Unpaid Fines To Constitute Liens," By Creating Subsection (b), Which Expressly Prohibits Commercial Transactions, Activities Or Operations At Any Park, Boat Ramp, Beach, Structure Building Or Other Property Or Place Owned, Maintained Or Operated By The City; By Prohibiting Any Portion Of The Commercial Transaction, Activity Or Operation To Directly Or Indirectly Occur At Any Park, Boat Ramp, Beach, Structure Building Or Other Property Or Place Owned, Maintained Or Operated By The City; By Creating Subsection (c)(1), Which Modifies The Exemption Authority Of The City Manager's Approval For The Rendering Of Service To The Public; And By Creating Subsection (c)(3), Which Establishes An Additional Exemption To The Prohibitions Set Forth In Section 82-1(a) And (b), That Would Require The City Commission To Approve A Concession Agreement Authorizing Commercial Activities Or Operations; And By Creating Subsection (d), Which Is A New Enforcement And Penalty Provision For Violations, Limiting The Authority Of The Special Master, And Increasing The Monetary Fines; Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Parks and Recreation Department at 305.673.7730.*

10:05 a.m.
An Ordinance Amending The Land Development Regulations Of The City Code, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 3, "Residential Multifamily Districts," Subdivision IV, "RM-2 Residential Multifamily, Medium Intensity," To Amend Section 142-213, "Conditional Uses," To Include Requirements Pertaining To Hall For Hire Uses For Properties Located Within The Locally Designated Museum Historic Preservation District; Providing For Repealer; Severability; Codification; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

10:10 a.m.
An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 3 Entitled "Lobbyists," Section 2-482(a)(4) Thereof, By Requiring A Lobbyist Who Has Within The Past Election Cycle Provided Campaign Consulting Services To An Incumbent Member Of The City Commission To Disclose Such Particular Service On His/Her Lobbyist Registration Form And To Disclose Such Particular Service Orally Before Lobbying The City Commission At A Public Meeting, Providing Definitions, And Providing For Repealer, Severability, Codification, And An Effective Date. *This Ordinance is being heard pursuant to Section 2.05 of the City Charter and §116.041 F.S. Inquiries may be directed to the Office of the City Attorney at 305.673.7470.*

10:15 a.m.
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, Chapter 118, "Administration And Review Procedures," Article II, "Boards," By Creating Section 118-33 To Establish The Miami Beach Panel Of Architects ("MBPOA"); And By Amending The Criteria And Procedural Thresholds For The Review And Approval Of New Single-Family Residential Construction By Authorizing The MBPOA To Conduct Certain Reviews; Creating Division 6, Entitled "Miami Beach Panel Of Architects," At Sections 118-139 Through 118-156, Providing For Purpose, Composition Of Board, Membership, Qualifications, Quorum, Meeting Procedures, Powers And Duties, Fees And Applications; Amending Section 118-8, Entitled "Notice Procedures For Quasi-Judicial, Public Hearing Quasi-Judicial Land Use Board Actions" To Include Notice Procedures For Proceedings Before The MBPOA; And Amending Section 118-9, Entitled "Rehearing And Appeal Procedures," To Provide Procedures For Appeals From The MBPOA; Providing For Codification; Repealer; Severability; And An Effective Date. *This Ordinance is being heard pursuant to Section 118-164 of the City's Land Development Code. Inquiries may be directed to the Planning Department at 305.673.7550.*

10:30 a.m.
A Resolution Authorizing Two (2) Waivers Of Development Regulations, By A 5/7 Vote Of The City Commission, After Public Hearing, Pursuant To Section 142-425(d), Of The City's Code, For The Altos Del Mar Park Project, And Adjacent Parking Lot, Parking Lot No. P-106, Located At 75th Street And Collins Avenue, Within The Harding Townsite/South Altos Del Mar Historic District And Within The Altos Del Mar Neighborhood: (1) A Waiver Of Section 142-802(3), Of The City Code In Order To Reduce The Required Rear Setback From 10 Feet From The Bulkhead Line To Three Feet, Five Inches (3'5") In Order To Construct The Proposed Restroom And Storage Building Within Parking Lot No. P-106; And (2) A Waiver Of Section 142-802(7), Of The City Code, As The Existing Parking Lot (P-106) And Proposed Restroom Exceed The Oceanfront Overlay Minimum Requirement That At Least 50 Percent Of The Required Rear Yard Setback Be Open To The Sky And Landscaped. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Capital Improvement Projects Department at 305.673.7071 and/or the Planning Department at 305.673.7550.*

10:35 a.m.
A Resolution Approving, On Second And Final Reading Of This Resolution And Following A Duly Noticed Public Hearing, Pursuant To Section 82-37(a), Of The City Code, The Vacation Of 2,000 Square Feet Within The Alley Known As Alton Court (Hereinafter The "Alley); Said Vacation In Favor Of The Adjacent Property Owners, 1681 West Ventures, LLC And 1698 Alton Road Ventures, LLC (Collectively The "Developer"); And Further Conditioning The Vacation Of The Alley On: (1) The Issuance By The City Of Two Quit Claim Deeds; (2) The Granting Of An Access And Use Easement By The Developer To The City; And (3) The Final Approval And Execution Of A Development Agreement Between The City And The Developer. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Public Works Department at 305.673.7080.*

10:40 a.m.
A Resolution Adopting The Fifth Amendment To The General Fund, Enterprise Fund, Internal Service Fund And Special Revenue Fund Budgets For Fiscal Year (FY) 2015/16. *This Resolution is being heard pursuant to Section §166.041 F.S. Inquiries may be directed to the Budget & Performance Improvement Department at 305.673.7510.*

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. 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 No. 1162

816

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, ADOPTING THE FIFTH 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 Resolution No. 2015-29141.

The First Amendment to the General Fund, Enterprise Funds, Internal Service Funds, and Special Revenue Funds budgets for FY 2015/16 was approved on December 8, 2015, by resolution 2015-29221. The Second Amendment was approved on January 13, 2016, by resolution 2016-29263. The Third Amendment was approved on March 9, 2016, by resolution 2016-29315. The Fourth Amendment was approved on May 11, 2016, by resolution 2016-29398. 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 Fifth Amendment would appropriate $750,000 of funding for contract maintenance and contracted services expenses in the Property Management Department. These funds are needed in order for the Department to continue necessary operations and keep imperative building and accessories in acceptable condition. The necessary funds would come from Property Management's fund balance.

Financial Information:

Source of Funds		Amount	Account
		$750,000	Property Management Fund 520

City Clerk's Office Legislative Tracking:

Cintya Ramos, OBPI Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Cintya Ramos		

MIAMIBEACH

AGENDA ITEM R7G

DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FIFTH 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.

ANALYSIS

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.

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The Fifth Amendment would appropriate $750,000 of funding for increased contract maintenance and contracted services expenses in the Property Management department.

Property Management - Internal Service Fund

The Property Management Department has identified additional funding needs based on the magnitude and scope of work needed throughout the City in the amount of $750,000. These funds are needed in order for the Department to continue necessary operations and keep

imperative building and accessories in acceptable condition. The necessary funds would come from Property Management's fund balance.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Fifth Amendment to the General Fund, Enterprise Fund, Internal Service Fund, and Special Revenue Fund Budgets for Fiscal Year (FY) 2015/16.

JLM/CGR
CGR

MIAMIBEACH

CITY OF MIAMI BEACH
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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. 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 No. 1162

820

RESOLUTION TO BE SUBMITTED

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Condensed Title:

A Resolution Accepting The Written Recommendation Of The City Manager (As Set Forth In The City Commission Memorandum Accompanying This Resolution) And waiving, by 5/7th vote, 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 a use agreement, substantially in the form attached to this resolution, with Crown Castle Solutions LLC (Licensee), having a term of nine (9) years and 364 days (without any renewal options); said agreement permitting licensee to install and maintain, at its sole cost and expense, a small cell network system at the Miami Beach Convention Center, including a Distributed Antennae System (DAS), equipment at a radio space, and all associated telecommunications cables and connections, having a value of approximately $1 million; permitting licensee to grant licenses to third party telecommunications carriers, at licensee's sole option, for the use of the radio space and DAS system; and further providing the City with an up-front fee of $25,000, plus monthly payments equal to twenty-five percent (25%) of the net receipts collected by licensee, and a lump sum of $25,000 each time Licensee executes a license agreement with a telecommunications carrier.

Key Intended Outcome Supported:

Maximize Miami Beach as a Destination Brand

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

Item Summary/Recommendation:

The Administration issued ITN 2015-060-LR to seek the proposals from qualified parties interested in submitting proposals to the City to lease City-owned buildings and rooftops for the installation and operation of telecommunications antennas and related equipment. The purpose of the ITN was to provide the opportunity for communication services providers to lease authorized City-owned properties, as well as provide a means of potential revenue to the City for the use of said properties. On May 6, 2015, the Mayor and the City Commission approved Resolution No. 2015-29023 accepting the recommendation of the City Manager, pursuant to Invitation to Negotiate (ITN) No. 2015-060-LR, for the Lease of City-Owned Buildings and Rooftops for the Placement of Telecommunications Equipment.

On July 8, 2015, the City Redevelopment Agency (RDA) adopted a Resolution approving a lease with Crown Castle to operate and maintain a telecommunications hub on the roof of 1550 Collins Avenue. The Administration also began negotiating a lease with Crown Castle for other rooftops citywide. Staff identified the need for cellular telecommunications at the Miami Beach Convention Center. Crown Castle simultaneously began working with Clark Construction to develop the scope of services for the Convention Center, which includes a small cell network system, a distributed antennae system (DAS), equipment at a radio space, and all associated telecommunications cables and connections throughout the facility.

Crown Castle will have rights to install, own, and operate a small cell network system, a distributed antennae system (DAS) during the term of the contract at no cost to the City. The agreement will be for a term of nine (9) years and 365 days. Crown Castle will pay the City $25,000 Initial Fee; 25% of the gross monthly recurring rental revenue; pay the City $25,000 when each new Carrier Agreement is executed; purchasing and installing all network equipment; maintaining and 24/7 monitoring of all DAS equipment.

The Administration recommends waiving, by 5/7th vote, 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 a Use Agreement, with Crown Castle Solutions LLC, having a term of nine (9) years and 364 days (without any renewal options); said Agreement permitting Crown Castle to install and maintain, at its sole cost and expense, a small cell network system at the Miami Beach Convention Center, including a Distributed Antennae System (DAS), equipment at a radio space, and all associated telecommunications cables and connections, having a value of approximately $1 million; permitting Crown Castle to sublease the radio space and DAS system to third party telecommunications companies, at their sole option; and further providing the city with an up-front fee of $25,000, plus monthly payments equal to twenty-five percent (25%) of the monthly recurring gross receipts collected by lessee.

Advisory Board Recommendation:

The Finance and Citywide Projects Committee considered this item at their July 17, 2016 meeting and unanimously recommended the City Commission approve the Resolution.

Financial Information:

Source of Funds:		Amount	Account	Approved
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Max Sklar, TCED Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R7H
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Honorable Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER (AS SET FORTH IN THE CITY COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION) AND WAIVING, BY 5/7TH VOTE, 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 A USE AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, WITH CROWN CASTLE SOLUTIONS LLC (LICENSEE), HAVING A TERM OF NINE (9) YEARS AND 364 DAYS (WITHOUT ANY RENEWAL OPTIONS); SAID AGREEMENT PERMITTING LICENSEE TO INSTALL AND MAINTAIN, AT ITS SOLE COST AND EXPENSE, A SMALL CELL NETWORK SYSTEM AT THE MIAMI BEACH CONVENTION CENTER, INCLUDING A DISTRIBUTED ANTENNAE SYSTEM (DAS), EQUIPMENT AT A RADIO SPACE, AND ALL ASSOCIATED TELECOMMUNICATIONS CABLES AND CONNECTIONS, HAVING A VALUE OF APPROXIMATELY $1 MILLION; PERMITTING LICENSEE TO GRANT LICENSES TO THIRD PARTY TELECOMMUNICATIONS CARRIERS, AT LICENSEE'S SOLE OPTION, FOR THE USE OF THE RADIO SPACE AND DAS SYSTEM; AND FURTHER PROVIDING THE CITY WITH AN UP FRONT FEE OF $25,000, PLUS MONTHLY PAYMENTS EQUAL TO TWENTY-FIVE PERCENT (25%) OF THE NET RECEIPTS COLLECTED BY LICENSEE, AND A LUMP SUM OF $25,000 EACH TIME LICENSEE EXECUTES A LICENSE AGREEMENT WITH A TELECOMMUNICATIONS CARRIER.**

BACKGROUND

The Administration issued ITN 2015-060-LR to seek the proposals from qualified parties interested in submitting proposals to the City to lease City-owned buildings and rooftops for the installation and operation of telecommunications antennas and related equipment. The purpose of the ITN was to provide the opportunity for communication services providers to lease authorized City-owned properties, as well as provide a means of potential revenue to the City for the use of said properties.

The ITN was approved for issuance by the City Commission on January 14, 2015. The ITN was released on January 27, 2015. A pre-proposal conference to provide information to the proposers submitting a response was held on February 5, 2015. On April 9, 2015, the City received one proposal from Crown Castle.

On May 6, 2015, the Mayor and the City Commission approved Resolution No. 2015-29023 accepting the recommendation of the City Manager, pursuant to Invitation to Negotiate (ITN) No. 2015-060-LR, for the Lease of City-Owned Buildings and Rooftops for the Placement of Telecommunications Equipment.

On July 8, 2015, the City Redevelopment Agency (RDA) adopted a Resolution approving a lease with Crown Castle to operate and maintain a telecommunications hub on the roof of the RDA's parking garage location at 1550 Collins Avenue. Pursuant to ITN No. 2015-060-LR, the Administration also began negotiating a license agreement with Crown Castle for other rooftops citywide. During those negotiations Staff also identified the need for cellular telecommunications at the Miami Beach Convention Center. Due to the speed with which construction at the Convention Center is progressing, Crown Castle simultaneously began working with Clark Construction to develop the scope of services for the Convention Center, which includes a small cell network system, a distributed antennae system (DAS), equipment at a radio space, and all associated telecommunications cables and connections throughout the facility.

KEY DEAL TERMS

Crown Castle will have exclusive rights to install, own, and operate a small cell network system, a distributed antennae system (DAS) during the term of the contract at no cost to the City. The License Agreement will be for a term of nine (9) years and 365 days.

Crown Castle would be responsible for the following:

- Pay City $25,000 Initial Fee.
- Pay City 25% of the gross monthly recurring rental revenue, less certain expenses as described in the Agreement, Recurring Fee.
- In addition to the Initial Fee and Recurring Fee, pay City $25,000 when each new Carrier Agreement is executed.
- Purchasing and installing all network equipment.
- Maintaining and 24/7 monitoring of all DAS equipment, as well as an inventory of critical spares.
- Notifying of scheduled and/or unscheduled system outages.
- Performing regular testing of the network to ensure that the WSP's coverage needs are met.

The Finance and Citywide Projects Committee considered this item at their July 17, 2016 meeting and unanimously recommended the City Commission approve the Resolution.

RECOMMENDATION

The Administration recommends waiving, by 5/7th vote, 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 a use agreement, substantially in the form attached to this resolution, with Crown Castle Solutions LLC (Licensee), having a term of nine (9) years and 364 days (without any renewal options); said agreement permitting licensee to install and maintain, at its sole cost and expense, a small cell network system at the Miami Beach Convention Center, including a Distributed Antennae System (DAS), equipment at a radio space, and all associated telecommunications cables and connections, having a value of approximately $1 million; permitting licensee to grant licenses to third party telecommunications carriers, at licensee's sole option, for the use of the radio space and DAS system; and further providing the City with an up-front fee of $25,000, plus monthly payments equal to twenty-five percent (25%) of the net receipts collected by licensee, and a lump sum of $25,000 each time Licensee executes a license agreement with a telecommunications carrier.

JLM / KGB / MS / MM
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RESOLUTION NO._____

A RESOLUTION ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER (AS SET FORTH IN THE CITY COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION) AND WAIVING, BY 5/7TH VOTE, 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 A USE AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, WITH CROWN CASTLE SOLUTIONS LLC (LICENSEE), HAVING A TERM OF NINE (9) YEARS AND 364 DAYS (WITHOUT ANY RENEWAL OPTIONS); SAID AGREEMENT PERMITTING LICENSEE TO INSTALL AND MAINTAIN, AT ITS SOLE COST AND EXPENSE, A SMALL CELL NETWORK SYSTEM AT THE MIAMI BEACH CONVENTION CENTER, INCLUDING A DISTRIBUTED ANTENNAE SYSTEM (DAS), EQUIPMENT AT A RADIO SPACE, AND ALL ASSOCIATED TELECOMMUNICATIONS CABLES AND CONNECTIONS, HAVING A VALUE OF APPROXIMATELY $1 MILLION; PERMITTING LICENSEE TO GRANT LICENSES TO THIRD PARTY TELECOMMUNICATIONS CARRIERS, AT LICENSEE'S SOLE OPTION, FOR THE USE OF THE RADIO SPACE AND DAS SYSTEM; AND FURTHER PROVIDING THE CITY WITH AN UP FRONT FEE OF $25,000, PLUS MONTHLY PAYMENTS EQUAL TO TWENTY-FIVE PERCENT (25%) OF THE NET RECEIPTS COLLECTED BY LICENSEE, AND A LUMP SUM OF $25,000 EACH TIME LICENSEE EXECUTES A LICENSE AGREEMENT WITH A TELECOMMUNICATIONS CARRIER.

WHEREAS, Invitation to Negotiate (ITN) No. 2015-060-LR was issued on January 27, 2015, with an opening date of April 9, 2015; and

WHEREAS, on April 9, 2015, the City received one proposal from Crown Castle; and

WHEREAS, on May 6, 2015, the Mayor and the City Commission approved Resolution No. 2015-29023 accepting the recommendation of the City Manager, pursuant to Invitation to Negotiate (ITN) No. 2015-060-LR, for the Lease of City-Owned Buildings and Rooftops for the Placement of Telecommunications Equipment; and

WHEREAS, on July 8, 2015, the City Redevelopment Agency (RDA) adopted a Resolution approving a lease with Crown Castle to operate and maintain a telecommunications hub on the roof of the RDA's parking garage location at 1550 Collins Avenue; and

WHEREAS, pursuant to ITN No. 2015-060-LR, the Administration also began negotiating a lease with Crown Castle for other rooftops citywide and identified the need for cellular telecommunications distributed antenna system at the Miami Beach Convention Center; and

WHEREAS, due to the speed with which construction at the Convention Center is progressing, Crown Castle simultaneously began working with Clark Construction to develop the scope of services for the Convention Center, which includes a small cell network system, a distributed antennae system (DAS), equipment at a radio space, and all associated telecommunications cables and connections throughout the facility (collectively, the System); and

WHEREAS, the Finance and Citywide Projects Committee considered this item at their July 17, 2016 meeting and unanimously recommended that the City Commission approve the Resolution; and

WHEREAS, Crown Castle is willing to install and maintain the System at its sole cost and expense, with the initial equipment installation cost valued at approximately $1 million, in exchange for the exclusive right to license the System to third party wireless communications companies, at Crown Castle's sole discretion; and

WHEREAS, in exchange for the privileges that Crown Castle will receive under the agreement, the City will receive the benefit and use of the System, an up-front fee of $25,000, plus monthly payments (Recurring Fee) equal to twenty-five percent (25%) of the gross revenues earned (net of revenue share reimbursements), and a lump sum of $25,000 each time Licensee executes a License Agreement with a telecommunications carrier; and

WHEREAS, the Administration recommends that the City execute a use agreement with Crown Castle, substantially in the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission hereby accept the written recommendation of the City Manager (as set forth in the City Commission memorandum accompanying this Resolution) and waive, by 5/7th vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City; and approve and authorize the Mayor and City Clerk to execute a use agreement, substantially in the form attached to this Resolution, with Crown Castle Solutions LLC (Licensee), having a term of nine (9) years and 364 days (without any renewal options); said agreement permitting licensee to install and maintain, at its sole cost and expense, a small cell network system at the Miami Beach Convention Center, including a Distributed Antennae System (DAS), equipment at a radio space, and all associated telecommunications cables and connections, having a value of approximately $1 million; permitting Licensee to grant licenses to third party telecommunications carriers, at Licensee's sole option, for the use of the radio space and DAS system; and further providing the City with an up-front fee of $25,000, plus monthly payments equal to twenty-five percent (25%) of the net receipts collected by Licensee, and a lump sum of $25,000 each time Licensee executes a License Agreement with a telecommunications carrier.

PASSED AND ADOPTED this _____ day of _____, 2016

_____
MAYOR

ATTEST:

_____
CITY CLERK

KGB/MAS
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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/6/16
Date

DRAFT

DAS FACILITY USE AGREEMENT

by and between

City of Miami Beach

and

Crown Castle Solutions LLC

Dated _____, 2016

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A

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DAS FACILITY USE AGREEMENT

THIS DAS FACILITY USE AGREEMENT (the "Agreement") is entered into as of the date fully executed below ("Effective Date"), by and between **City of Miami Beach**, a Florida Municipal Corporation ("the City"), and **Crown Castle Solutions LLC**, a Delaware limited liability company ("Licensee").

RECITALS

A. WHEREAS, the City is the owner identified in Schedule 1 hereto, including certain buildings and grounds (the "Property"), which Property includes buildings, utility infrastructure, signage, light standards, Fiber Network (if applicable) and other improvements (herein "Structures"); and

B. WHEREAS, the City desires (i) to enhance the wireless communications services available at the Property through a more comprehensive solution on the conditions agreed to herein; (ii) to rely on the resources and experience of Licensee to manage access to the Property and the Structures by the use of common facilities for all Wireless Carriers to minimize redundant use of the Structures and minimize the visual impact thereon; and (iii) to avoid unnecessary disruption and administrative burdens for the City's business and operations; and

C. WHEREAS, Licensee proposes to use a portion of certain of the City's Structures and Property for the purposes of creating a wireless communications network available for hire from Licensee by Wireless Carriers; and

D. WHEREAS, the City is authorized to grant one or more licenses to Licensee to make Attachments to the City's Structures and to occupy a certain portion of the Property in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto do hereby covenant and agree as follows:

AGREEMENT

1. **Definitions**. For all purposes of this Agreement, the following terms shall be defined as follows:

   a. **Additional Services** shall have the meaning set forth in Section 2.e.

   b. **Affiliate** shall mean any entity which directly or indirectly controls, is controlled by or is under common control with the referenced entity.

   c. **Agent** shall mean any directors, trustees, officers, employees, affiliates, agents, assigns, successors, representatives, contractors or subcontractors of a Party.

   d. **Agreement** shall mean this Agreement and all DAS Orders executed hereunder, each as amended.

   e. **Alternate Location** shall have the meaning set forth in Section 8.b.

   f. **Attach** shall mean to install, connect or construct Attachments on, at or in a Structure pursuant to a DAS Order.

   g. **Attachments** as used herein shall include antenna, wire, fiber optic, telecommunications and/or coaxial cable, Nodes and other wireless communications equipment attached and maintained upon a Structure pursuant to a DAS Order.

   h. **Carrier Agreement** shall mean a binding contractual commitment between Licensee and a Wireless Carrier to utilize the System.

   i. **Carrier Fee** shall have the meaning set forth in Section 4.c.

   j. **Cure Period** shall have the meaning set forth in Section 12.a.

k. **DAS Order** shall have the meaning set forth in Section 2. "DAS Order" shall also refer to amended DAS Orders.

l. **Defaulting Party** shall have the meaning set forth in Section 12.a.

m. **Effective Date** shall mean the date set forth in the Preamble.

n. **Environmental Law** shall mean any Law regulating the presence of Hazardous Materials on or relating to the Property, including the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; or state, commonwealth or local Law analogous thereto.

o. **Existing Agreements** shall mean the agreements identified in Schedule 2 hereto, specifically excluding the Temporary Agreements, each between a Wireless Carrier and the City in full force and effect as of the Effective Date for the operation of Wireless Carrier facilities on the Property.

p. **Fiber Network** shall mean dark fiber capacity on the City's fiber optic network or related or unrelated conduit installed throughout the Property and identified and dedicated for Licensee's use through a DAS Order.

q. **Fiber Network Standards** are set forth in Exhibit C hereto.

r. **Force Majeure** shall mean any event beyond the control of either Party and which is relied upon by either Party as justification for delay in, or as excuse from complying with, any obligation required of the Party under this Agreement, including, but not limited to: (i) an act of God, war, terrorism, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to, the obligations hereunder; (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county or local law, rule, permit, regulation or ordinance after the date of execution of this Agreement, applicable to the obligations hereunder, including, without limitation, such changes that have a substantial or material adverse effect on the cost of performing the obligations herein; (iv) any work stoppages, strikes, picketing, labor dispute, or similar activities at the Property; (v) the institution of a legal or administrative action or similar proceeding by any person or entity that delays or prevents any aspect of the obligations to be performed by either Party hereunder.

s. **Government Authority** shall mean the United States of America, the state, commonwealth, tribal unit, county, parish, town, or other municipality in which the Property is located and any governmental entity exercising executive, legislative, judicial, regulatory or administrative functions of, over or pertaining to the System or the Property.

t. **Government Permits** shall mean all certificates, permits or other approvals which may be required from any Government Authority necessary for the construction and operation of the System.

u. **Hazardous Materials** shall mean (i) any explosive or radioactive substances or waste, petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls; (ii) any 'hazardous substances,' 'extremely hazardous substance,' 'hazardous chemical,' 'toxic chemical,' 'hazardous waste' or 'pollutant,' each as defined under Environmental Law; and (iii) any substance or waste regulated under any Environmental Law.

v. **Hub Site** shall mean the exterior or interior space licensed by the City to Licensee and identified in a DAS Order: (i) for the installation of Licensee's equipment for the operation and control of the System;

and (ii) to be licensed to Wireless Carriers for the placement and operation of their equipment required for use of the System.

w. **Initial Fee** shall have the meaning set forth in Section 4.a.

x. **Laws** shall mean any administrative, judicial, legislative or other statute, law, ordinance, Government Permit, regulation, rule, order, decree, written pronouncement, writ, award or decision of any Government Authority.

y. **Licensed Structure** shall mean a Structure upon which an Attachment has been made and is maintained thereupon by Licensee pursuant to this Agreement.

z. **Licensee** shall have the meaning set forth in the Preamble.

aa. **The City** shall have the meaning set forth in the Preamble.

bb. **Node** shall mean a radio access node of the System, generally consisting of an antenna, equipment box, cabling connecting the antenna and equipment box and related attachments.

cc. **Non-Defaulting Party** shall have the meaning set forth in Section 12.a.

dd. **Parties** or **Party** shall mean the City and Licensee.

ee. **Person** shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

ff. **Primary Purpose** shall have the meaning set forth on Schedule 1 hereto.

gg. **Property** shall have the meaning set forth in the Recitals.

hh. **Radio Space** shall be the locations on, in or at a Structure to be occupied by any Attachments for operation of the System, including the Hub Site space.

ii. **Recurring Fee** shall have the meaning set forth in Section 4.b.

jj. **Report** shall have the meaning set forth in Section 4.d.

kk. **RF** shall mean radio frequency energy, whether or not associated with operation of the System.

ll. **Structure Manager** means the City's designated manager for managing and administering, on behalf of the City, the Attachments, System and administration of visual impact and aesthetics provisions of this Agreement.

mm. **Structures** shall have the meaning set forth in the Recitals.

nn. **System** shall mean collectively the small cell network, including distributed antenna system (DAS), constructed by Licensee under a DAS Order for the purpose of providing RF coverage in and about the Property, including Licensee's System equipment at the Radio Space and all Attachments, power lines, coaxial, fiber optic and telecommunications cables and other associated equipment, including equipment owned and operated by Wireless Carriers, located throughout the Property and at the Hub Site and operated by Licensee on a commercial, for-profit basis to provide services to Wireless Carriers.

oo. **Temporary Agreements** shall mean each agreement identified in Schedule 2 to which the City has identified that it intends, at its discretion, to terminate or allow to expire and which shall not be construed to be an Existing Agreement hereunder.

pp. **Term** shall have the meaning set forth in Section a.ss.3.

qq. **Term Commencement Date** shall mean the date that the Threshold Wireless Carrier is obligated to commence making recurring payments under a Carrier Agreement.

rr. **Threshold Wireless Carrier** shall have the meaning set forth in Section 7.

ss. **Wireless Carrier** shall mean a wireless services provider offering communications services to the public, including commercial mobile radio service (CMRS), cellular, personal communications service (PCS), wireless broadband, telematics and wireless data carriers. the City shall not be considered a Wireless Carrier to the extent it provides any such services for its own internal use.

2. **Grant of License**. On the terms set forth in this Agreement from time to time upon the Parties' mutual agreement, execution and delivery of a DAS Order substantially in the form attached to this Agreement as Exhibit A (a "DAS Order"), the City will grant to Licensee, and Licensee will receive from the City a license to use: (a) the Radio Space described therein and (b) if applicable, the Fiber Network in the quantity and length identified in such DAS Order. The City agrees, subject to the conditions in this Agreement, that, by way of the DAS Order, it will permit Licensee, as its sole cost, (i) to place, operate and maintain Attachments within the Radio Space on Licensed Structures in order to operate its System, and (ii) if applicable, to use the Fiber Network as a transmission medium to provide communication services and lit fiber transport capacity as appropriate for the operation of the System. Licensee agrees that its Attachments will be used only in connection with Licensee's construction, operation and maintenance of the System. Notwithstanding anything to the contrary contained in this Agreement, Licensee expressly recognizes that the Structures are used and are to continue to be used by the City for the Primary Purpose, and that Attachments are and will continue to be secondary and subordinate to the City's use of its Structures for its Primary Purpose.

a. **System Additions**. Licensee shall have the right to (i) attach to any additional Structure; or (ii) add additional Attachments to any Structure; and, if applicable, use additional portions of the Fiber Network, upon the Parties' execution of a mutually acceptable amended DAS Order. Licensee shall have exclusive right to the use of the Licensed Structures for purpose of operating a System on the Property.

b. **Limitations**. Regardless of its duration, Licensee's use of a Structure shall not vest in Licensee any ownership rights in the Structure. In addition to the Existing Agreements and the Temporary Agreements, the right to Attach herein granted shall at all times be subject to any pre-existing contracts and arrangements, written notice of which the City provides to Licensee in advance of the Parties' executing a DAS Order. Nothing herein contained shall be construed to compel the City to maintain any of its Structures for a period longer than is necessary for its Primary Purpose.

c. **Consents**. The City represents, upon execution of a resolution authorizing the Agreement, that it is authorized to grant to Licensee the right to Attach and that the City has authorized the Structure Manager to grant DAS Orders on its behalf consistent with the terms of this Agreement. No consent or approval of any third party is necessary for The City to execute this Agreement or perform the obligations hereunder for the Term of this Agreement. Licensee will be responsible at its expense for securing all Government Permits necessary for the installation and operation of the System.

d. **Exclusive Marketing Rights**. The City hereby designates Licensee as the point of contact regarding discussions and dealings with Wireless Carriers in connection with their wireless telecommunication needs at the Property, including siting, installation, development, use and management thereof, whether by distributed antenna system, rooftop, tower or otherwise. The City shall require all Wireless Carriers requesting use of, or expressing an interest in using, the Property to provide wireless telecommunications service thereon to consult with Licensee and grants to Licensee the right to negotiate on the City's behalf with all Wireless Carriers in this regard. During the Term, except as provided in Section 1.e below, the City shall not grant a lease, license or similar agreement during the Term to any Wireless Carrier or commercial wireless infrastructure provider for the purposes of installing a wireless telecommunications system at the Property. The City reserves the right to continue, modify or terminate the Existing Agreements as it determines in its sole discretion, though The City has provided that it intends to require Wireless Carriers currently on the Property to utilize

the System. The City covenants that, at its discretion, it will terminate or allow to expire each Temporary Agreement as set forth on Schedule 2.

e. **System Expansion**. The City and Licensee acknowledge and agree that increased demand, changes or advances in wireless technology, among other reasons, during the Term may cause the City or Wireless Carriers to desire expansion of the System or the provision of additional wireless network coverage or capacity on the Property (collectively, "Additional Services"), and Licensee shall have the exclusive right to provide the Additional Services, as set forth herein. In the event Additional Services are desired by the City, the City shall provide a written Proposal to Licensee setting forth its coverage, technology and other objectives (the "Objectives"). Licensee shall provide a written Proposal ("Proposal") for the provision of Additional Services within ninety (90) days following receipt of such Objectives from the City. In the event a Wireless Carrier desires Additional Services, Licensee shall provide a Proposal to the City for review. In the event that the City accepts Licensee's Proposal (as may be modified by mutual consent), the Parties agree to execute a mutually acceptable amended DAS Order. In the event that (i) Licensee declines to provide the Additional Services, or (ii) following good faith negotiations, the City and Licensee cannot reach agreement on the provision of Additional Services within one hundred eighty (180) days following delivery of Licensee's Proposal, then the City shall be free to enter into agreements with any third party for Additional Services but subject to Objectives substantially similar to those set forth in the original request. Notwithstanding the provisions of this section, the City shall have no obligation whatsoever to allow any Additional Services and Licensee shall have no obligation to effect or right to require such expansion.

3. **Term**. This Agreement shall commence on the Effective Date and shall continue in effect for a period of nine (9) years and three hundred sixty-four (364) days following the Term Commencement Date (the "Term") unless previously terminated pursuant to the provisions herein; each DAS Order will commence on the "Order Effective Date" set forth thereon. The term of any DAS Order shall, unless previously terminated pursuant to the provisions of this Agreement, continue in effect until the end of the Term and the term of this Agreement shall be incorporated into each such DAS Order.

4. **Fees**. In consideration for the City's entering into this Agreement and granting the DAS Orders to Licensee throughout the Term, Licensee shall provide the following consideration to the City:

   a. **Initial Fee**. Licensee shall make an initial payment to the City of Twenty-Five Thousand Dollars ($25,000) ("Initial Fee") due and payable within thirty (30) days following the Effective Date.

   b. **Recurring Fee**. In consideration for: (i) Licensee's constructing the System at its sole cost and expense to provide wireless coverage to the City, its employees, invitees and guests on and about the Property; (ii) Licensee's marketing the System to Wireless Carriers in order to increase the number of Wireless Carriers providing coverage to the Property; (iii) Licensee's deploying neutral host technology to reduce the visual impact, consumption of Attachment space and limit the disruption to the City's Primary Purpose; and (iv) Licensee's serving as the manager and single point of contact for Wireless Carriers in connection with their telecommunication needs on the Property, including siting, installation, development, use or management of the System, Licensee shall be entitled to bill and receive all revenues earned in relation to, as a result of, and through the privileges of this Agreement (including, but not limited to revenues earned from franchise, usage of the System by Carriers, sub-contractors, customers, franchisees, etcetera). The Licensee shall remit monthly to the City an amount equal to twenty-five percent (25%) of the monthly gross revenues earned, net of any revenue share reimbursements (the "Recurring Fee"). The "monthly gross revenues" earned shall be defined and follow the applicability of General Accepted Accounting Principles (GAAP), and must not include sales taxes, communication taxes, or any other taxes imposed by a government entity and passed through to the customers or users of the System. Licensee shall pay the Recurring Fee monthly, no later than five (5) days from the end of each calendar month for which the Recurring Fee is due.

c. **Carrier Fee**. In addition to the Initial Fee and Recurring Fee, within thirty (30) days after the date each Carrier Agreement is fully executed, Licensee shall pay to the City the amount of Twenty-Five Thousand Dollars ($25,000) ("Carrier Fee").

5. **Maintenance and Examination of Records; Reports**.

a. Records. Licensee shall maintain current, accurate, and complete financial records (on an accrual basis) related to its operations herein. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with GAAP and shall be open to inspection and audit by the City Manager or the City's Structure Manager, upon reasonable prior notice, whether verbal or written, and during normal business hours. Such records and accounts shall include, at a minimum, a breakdown of gross revenues, expenses, and profit and loss statements. In the event Concessionaire accepts cash as a form of payment, it shall maintain accurate receipt-printing cash registers or the like which will record and show the payment for every transaction processed pursuant to this Agreement; and such other records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross revenues and profit and loss statement pursuant to GAAP.

Licensee shall provide the City with an opportunity to review copies of all Carrier Agreements at any time during normal business hours at Licensee's Miami, Florida office. In addition, Licensee shall permit the City, its agents and employees at all times during normal business hours to review for any and all purposes complete and unredacted copies of the Carrier Agreements in the Miami, Florida office of Licensee and shall make unredacted copies available to the City and its auditors for audits under this Agreement.

The City shall reconcile accounts as necessary to resolve any discrepancies between Recurring Fees paid and that set forth in the Report. No more than four (4) times during each calendar year, Licensee shall afford the City, upon reasonable prior notice during regular business hours, the right to review or audit Licensee's books and records regarding operation of the System and performance of its obligations under this Agreement.

The Parties will cooperate in good faith to (i) resolve any discrepancies between the Recurring Fees paid to the City and those calculated by the Report or audit to be due to the City and (ii) determine the method that (A) any overpayment of Recurring Fees will be refunded to Licensee or (B) any underpayment of Recurring Fees will be made to the City, (including payment by check or temporary abatement, increase or decrease in the Recurring Fees otherwise due).

b. Reports. Licensee shall provide the following reports:

1. Every month, together with the Recurring Fee, Licensee shall provide the City with a copy of any Carrier Agreement executed during the calendar month in which the Recurring Fee accrued.

2. No later than January 31 of each year, Licensee shall provide to the City an annual report showing all revenues received pursuant to this Agreement, including from the Wireless Carriers, and the calculation of the Recurring Fee for the preceding calendar year, or portion thereof ("Report").

3. No later than April 30 of each year, Licensee shall provide the City with a statement of gross revenues received by Licensee under the privileges granted under this Agreement, including from Wireless Careers, in a form consistent with GAAP. Additionally, such statement shall be accompanied by a report from an independent CPA firm.

c. Public Records Requests. If the City receives a public records request for records, the City shall notify Licensee in writing of such request so that Licensee may seek the appropriate judicial relief barring public disclosure of the records within a reasonable time, not to exceed thirty (30) days. Absent an order from a court of competent jurisdiction barring disclosure, Licensee acknowledges that the City will comply with the public records request.

6. **Taxes**. Licensee agrees and shall pay before delinquency all taxes and assessments of any kind levied or assessed upon the Licensed Structure and/or the System, or by reason of Licensee's business and/or

operations pursuant to this Agreement. Licensee will have the right, at its own expense, to contest the amount or validity, in whole or in part, of any tax by appropriate proceedings diligently conducted in good faith. Licensee may refrain from paying a tax to the extent it is contesting the imposition of same in a manner that is in accordance with law. However, if, as a result of such contest, additional delinquency charges become due, Licensee shall be responsible for such delinquency charges, in addition to payment of the contested tax, if so ordered.

Licensee shall also be solely responsible (at its sole cost and expense) for obtaining and maintaining current any applicable licenses or permits, as required for the operations contemplated in this Agreement including, without limitation, any occupational licenses required by law for the proposed uses contemplated herein (if required).

The City shall pay all real estate taxes assessed upon the Property. Licensee agrees to reimburse the City for any documented increase in real estate or personal property taxes levied against the Property that are directly attributable to the improvements constructed by Licensee. The City agrees to provide Licensee any documentation evidencing the increase and how such increase is attributable to Licensee's use. Licensee reserves the right to challenge any such assessment and the City agrees to cooperate with Licensee in connection with any such challenge.

7. **Construction and Operation of the System**. Licensee shall commence construction of the System, at its sole cost, as soon as possible, as agreed to by the Parties, even if Licensee has not received a binding contractual commitment from at least one (1) Wireless Carrier to use the System ("Threshold Wireless Carrier"). Provided, however, if the System has not been constructed and operational on or before _____; or there is no Threshold Wireless Carrier by the first (1st) anniversary of the Effective Date, the City may at its option, and notwithstanding anything contained herein to the contrary, terminate this Agreement without cost or obligation by written notice to Licensee. If Licensee is to construct the System, it will do so at the Property at its sole cost and expense, as set forth in the DAS Order, and in accordance with the following:

   a. **Standard of Care**. Licensee, at its sole cost, shall construct and maintain all Attachments in a safe condition in accordance with applicable Laws, industry standards and the City's general construction and maintenance standards provided to Licensee prior to the date of the DAS Order. No work shall be done by Licensee when there is reason to suspect that working conditions on a Structure may be hazardous as the result of weather or any other conditions. As promptly as possible following Licensee's completion of the System, Licensee will provide the City with as-built drawings showing the location of the Attachments, including Node and Hub Site locations and equipment layout and the Parties will amend the DAS Order as appropriate to incorporate such drawings.

   b. **Contact**. Licensee shall respond on a 24/7 basis to any reasonable problems or emergencies reported by the Structure Manager via contact to Licensee's network operations center at (888) 632-0931.

   c. **The City's Liability**. The City reserves the right to maintain the Structures as necessary to fulfill its Primary Purpose. The City shall not be liable to Licensee for any interruption of service for the System or for any property of the City used by Licensee. Licensee specifically waives any claim for indirect, special, consequential or punitive damages against the City in connection with this Agreement, including any claims for loss or interruption of service.

   d. **Licensee Liability**. Licensee shall exercise reasonable caution in performing the activities covered by this Agreement to avoid damage to the Structures. Licensee hereby agrees to reimburse the City for any direct costs incurred in making repairs to any Property damaged by Licensee. Licensee shall promptly advise the City of all incidents and claims arising or alleged to have arisen in any manner by Licensee's activities upon the Property. The City specifically waives any claim for indirect, special, consequential or punitive damages against Licensee in connection with this Agreement, including any claims for loss or interruption of service.

   e. **Utilities**. The City shall allow Licensee to access its electrical power and will provide, at no cost to Licensee or the Wireless Carriers, the electricity power to operate the Node equipment so long as such

consumption does not require greater than a 20-amp circuit per Node. Any electricity used by Licensee for the Hub Site or for Nodes in excess of that set forth in the preceding sentence shall be paid by Licensee. Such costs shall be billed monthly by the City to Licensee, with reasonable supporting documentation of such utility consumption, and shall be paid by Licensee within thirty (30) days of receipt of such invoice. Licensee agrees to pay for utilities based on (i) sub-metering equipment at the Hub Site, to be installed by Licensee at its cost; (ii) estimated usage for each Node, based on equipment specifications and spot measurements; or (iii) as otherwise agreed between the Parties. At the City's discretion, Licensee may be required to install the sub-meters at locations designated by the City.

f. **Hazardous Materials**. Licensee shall not cause or permit the escape, disposal or release of any Hazardous Materials on or from the Property in any manner prohibited by Law. Licensee shall indemnify and hold the City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Licensee of any "hazardous substance" or "petroleum products" on, under, in or upon the Property (including, without limitation, the Licensed Structure), as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder; provided, however, that Licensee shall have no liability in the event of the willful misconduct or gross negligence of the City, its agents, servants or employees. The provisions of this subsection shall survive the termination or earlier expiration of this Agreement.

g. **Fiber Network Maintenance and Operation**. Even if a portion of the City's Fiber Network is being made available to Licensee, Licensee shall maintain and operate the Fiber Network in accordance with the Fiber Network Standards. The Licensee will, at its sole cost and expense, perform routine maintenance and repair checks and services, including regularly scheduled preventative inspections, as necessary to maintain the Fiber Network in good working order and with the same care standard as Licensee treats its own fiber, but in no event with less than reasonable care. When Licensee or Licensee's agents perform any routine maintenance, Licensee will notify the City at least seven (7) days before any such maintenance. Maintenance which is reasonably expected to produce any signal discontinuity will be coordinated between the Parties. Licensee will make all reasonable efforts to schedule major system work, such as fiber rolls and hot cuts, between 2:00 a.m. and 6:00 a.m. local time. In the event Licensee fails to meet the Fiber Network Standards, the City, at its discretion, and without an obligation, may make any necessary repairs at its own expense and shall receive reimbursement from Licensee for its costs incurred. The Fiber Network demarcation points will be easily accessible fiber access points to be mutually agreed upon after site walks.

8. **Removal and Relocation of Attachments**. Without limiting or terminating the Term of the Agreement, specific DAS Orders may be amended without fault to either Party upon the following conditions:

a. **Amendment by Licensee**. Licensee may amend a DAS Order as to any Structure by removing its Attachments therefrom if, in its reasonable business judgment: (i) such removal will not materially degrade the RF coverage on the Property; or (ii) the Attachment being removed is to be relocated pursuant to a DAS Order amendment. At least thirty (30) days prior to removal, Licensee shall give The City notice of such removal substantially in the form attached hereto as Exhibit B hereto and the Parties will execute an amended DAS Order.

b. **Relocation by The City**. The City may request that Licensee remove and relocate any Attachment if The City, in support of its Primary Purpose, at its discretion, intends remove or substantially alter the Structure supporting such Attachment so that it is unable to support the Attachment. In order to require such removal and relocation, the City must: (i) provide at least sixty (60) days' written notice prior to the date of the proposed removal and relocation of any Attachment; (ii) propose a reasonable alternative location for such Attachment acceptable to Licensee (the "Alternate Location"); (iii) grant Licensee at least sixty (60) days following receipt of all necessary Government Permits (but at least one hundred twenty (120) days for removal and relocation of the Hub Site) to complete the removal

and relocation; and (iv) provide, at its expense, for providing an installation-ready location acceptable to Licensee for Licensee's Attachment, including the construction or modification of Structures to accommodate such Attachment and any necessary extension of the Fiber Network (as applicable) to serve the location. In the event Licensee accepts the Alternate Location, the City and Licensee shall execute an amended DAS Order before the Attachment removal and relocation commences. Licensee shall be responsible for the costs of removing and relocating the Attachment, subject to reimbursement by The City through abatement of the Recurring Fee in an amount equal to Licensee's cost of removal and relocation, or as may otherwise be agreed by the Parties.

c. **Relocation by Licensee**. Licensee shall not change the location of its Attachments without the written consent of the City, except in cases of emergency, when verbal authorization would be sufficient but would still be required. In cases of emergency, Licensee shall procure the City's consent orally by contacting the Structure Manager and such request and consent may be confirmed in writing by Licensee and approved in writing by the City once the emergency has been resolved. Any relocation, at the request of Licensee, and which has been approved in writing by the City, shall be undertaken by Licensee, at its sole cost and expense.

d. **Conflict with Laws**. Upon written notice from the City to Licensee that the use of any Structure is forbidden by Law, the DAS Order to Attach to such Structure shall immediately be amended and the Attachments of Licensee shall be removed by Licensee from the affected Structures, provided, however, that Licensee, with the City's reasonable assistance, may contest such adverse decision in good faith, and during the pendency of such challenge may maintain such Attachment to the extent allowed by Government Authorities. The City will cooperate with Licensee to identify a suitable Alternative Location, in which case the Attachment shall be relocated by Licensee, at its sole cost and expense.

9. **Insurance; Casualty**. Licensee shall carry insurance at its sole cost and expense to protect the Parties from risk arising out of placement of the Attachments on the Structures. Licensee shall provide the specified insurance throughout the Term and shall file with the City's designated risk manager certificates of insurance evidencing such coverage upon request. Certificates, policies or endorsements shall provide thirty (30) days' prior written notice of cancellation, except for non-payment of premiums to the City.

a. **Coverage Amounts**. Throughout the Term, Licensee shall maintain the following insurance coverage from a carrier licensed to conduct business in the state where the Property is located:

i. Worker's compensation insurance as required by Florida, with Statutory limits and Employer's Liability Insurance with limit of no less than $1,000,000, per accident for bodily injury or disease.

ii. Commercial general liability insurance including personal injury, contractual liability, independent contractors and broad form property damage with the following minimum liability limits: (i) $1,000,000 per occurrence combined single limit; (ii) $2,000,000 general aggregate; and (iii) $3,000,000 umbrella liability, with an endorsement stating the City is an additional insured with respect to operations relating to this Agreement.

iii. Commercial automobile liability insurance with a minimum liability limit of $1,000,000 per occurrence combined single limit.

iv. Property Insurance against all risks of loss to any part of the System, at full replacement cost with no coinsurance penalty provision.

b. **Waiver of Claims and Rights of Subrogation**. The Parties hereby waive any and all rights of action for negligence against the other on account of damage to the System, to the Property or to any Attachment resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the Parties. All policies of property insurance carried by either Party for the System, Property or the Attachments shall include a clause or endorsement denying to the insurer rights by way of subrogation

against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

c. **Casualty and Restoration**. In the event that one or more of the Structures containing an Attachment is damaged or destroyed as a result of a casualty, such that it cannot be used for an Attachment, then within thirty (30) days of such damage or destruction the City shall notify Licensee of its intent, in its sole discretion, as to whether or not the City will repair the Structure, and if so, then the proposed schedule for such repair. Licensee will have the option to: (i) in the event the repair schedule is proposed to be less than ninety (90) days, to abate any or all fees charged to Wireless Carriers with respect to the affected Attachments during the period the Structure is not available; (ii) in the event the City chooses not to repair, or if the repair schedule is proposed to be greater than ninety (90) days, declare the DAS Order null and void with respect to the affected Attachments only and thereafter neither Party will have any liability or obligation hereunder for each such Attachments, in which event there shall be an amendment to the DAS Order; or (iii) in the event the City chooses not to repair, or if the repair schedule is proposed to be greater than ninety (90) days, with respect to damage which will prevent continued operation of the Hub Site or the System in Licensee's reasonable discretion, to terminate the affected DAS Order. The Parties may also agree to relocate the impacted Attachment(s) pursuant to mutually acceptable terms. Notwithstanding the foregoing, any damage to the Attachments, or the cost of any agreed upon relocation of the Attachments under this section shall be the responsibility of the Licensee, at its cost and expense.

d. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City's Risk Management Office.

e. **Verification of Coverage**. Within ten (10) calendar days following the Effective Date, Licensee shall provide to the City certificates of insurance evidencing that Licensee has the required commercial general liability insurance required of Licensee under this Agreement.

f. **Special Risks or Circumstances**. The City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. **Certificate Holder**: City of Miami Beach
c/o Insurance Tracking Services
1700 Convention Center Drive
Miami Beach, FL 33139

h. Compliance with the foregoing requirements shall not relieve Licensee of its liability and obligation under this section or under any other section of this Agreement.

10. **INDEMNITY.**

In consideration of a separate and specific consideration of Ten ($10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Licensee shall indemnify, hold harmless and defend the City, its officials, directors, members, employees, contractors, agents, and servants from and against any and all actions (whether at law or inequity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to the Property, which may arise or be alleged to have arisen from: (1) wholly or in part from the negligent acts, errors, omissions or other misconduct of Licensee, its officers, director, members, employees, agents, contractors, subcontractors, or any other person or entity acting under Licensee's control or supervision; (2) Licensee's breach of the terms of this Agreement or its representations and warranties herein; (3) Licensee's operations under this Agreement; or (4) the use of the Licensed Structure by Licensee. To that extent, Licensee shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

11. **Eminent Domain**. If the City receives notice of a proposed taking by eminent domain (or any agreement in lieu of condemnation) of any part of the Property impacting any Attachment, the City will notify Licensee of the proposed taking within thirty (30) days of receiving such notice and Licensee will have the option to: (i) declare the DAS Order null and void with respect to the affected Attachments only and thereafter neither Party will have any liability or obligation hereunder for each such Attachment, in which event there shall be an amendment to the DAS Order; or (ii) with respect to a taking which will prevent continued operation of the Hub Site or the System, either party may terminate the affected DAS Order. The Parties may also agree to relocate the impacted Attachment(s) pursuant to mutually acceptable terms.

12. **Default**.

    a. Cure Period. In the event of default by either Party (the "Defaulting Party") with respect to any of the provisions or obligations of this Agreement, the other Party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the thirty (30) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and the Defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion (the "Cure Period"). The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section. In the event the Defaulting Party fails to commence or to continuously and diligently pursue the cure to completion, the Non-Defaulting Party may, at its option, perform the cure activities of the Defaulting Party, in which event any expenditures reasonably made by the Non-Defaulting Party in this regard shall be deemed to be paid for the account of the Defaulting Party and the Defaulting Party agrees promptly to reimburse the Non-Defaulting Party for any such expenditures upon demand. In the event that the Defaulting Party fails to cure the default as provided herein, the Non-Defaulting Party may immediately, or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

    b. Default in Payment. In the event Licensee fails to make any payment within five (5) days of its due date, a late charge, in the amount of five percent (5%) of the payment amount due shall accrue. Additionally, any payment received by the City after ten (10) days of its due date shall accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowable by Florida law, whichever is less.

    c. Removal of Attachments. Upon expiration or earlier termination of this Agreement or a DAS Order, as appropriate, Licensee shall, within sixty (60) days following termination or expiration of the Term, remove at its sole cost and expense, all visible Attachments and restore all or any part of the Radio Space to the same condition as originally received by Licensee (ordinary wear and tear excepted).

    Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Licensee's failure to remove all visible Attachments and to restore all or any part of the Radio Space to its original condition within the sixty (60) day period shall constitute trespass by the Licensee, and may be prosecuted as such. In addition, the Licensee shall pay to the City One Thousand ($1,000.00) Dollars per day as liquidated damages for such trespass and holding over.

13. **Assignment**. This Agreement shall extend to and bind the successors, transferees and permitted assigns of the Parties. Any attempted assignment or transfer by a Party in violation of this Section shall be void.

    a. **Assignment by Licensee**. Licensee has the right to sublicense the Radio Space and use of the System to any Wireless Carrier for a term not to exceed the Term of this Agreement. Also, upon the written consent of the City Manager, which may not be unreasonably withheld, Licensee may also assign or delegate all or a portion of this Agreement to an Affiliate or engage an Affiliate to perform the design or construction services hereunder.

b. **Assignment by the City**. The City may assign or transfer its interest in this Agreement, provided that the assignee shall be bound by all provisions herein. Any sale or transfer (including by foreclosure) of the City's real property interest in any portion of the Property containing an Attachment shall be subject to this Agreement, and any successor Property owner shall be bound be the terms and conditions herein.

14. **Notice**. Except as otherwise specified, any notice to be given to either Party under this Agreement shall be sent by registered mail, return receipt requested, or by overnight courier with a tracking record of delivery to the respective addresses set forth below. Except as otherwise stated herein, any notice shall be effective immediately upon being deposited with the applicable delivery agent.

The City:

City of Miami Beach
1700 Convention Center Drive
Fourth Floor
Miami Beach, FL 33139
City Manager
Attn: Jimmy Morales
(305) 374-0700

Licensee:

Crown Castle Solutions LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal – SCN
2000 Corporate Drive
Canonsburg, PA 15317
(866) 482-8890

With a copy which shall not constitute notice to:

Raul Aguila, City Attorney
1700 Convention Center Drive
Fourth Floor
Miami Beach, FL 33139

Crown Castle Solutions LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCN Contract Management

15. **The City's right to Terminate for Convenience**.

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 providing Licensee with written notice, a one (1) year in advance. Licensee shall be entitled to an early termination fee equal to the total upfront investment in connection with the construction and installation of the System in the City's Property, less the net earned income earned by the Licensee for each year or portion thereof, from the Effective Date, through the effective date of termination. Net earned income shall be determined by taking the monthly gross revenues and deducting all expenses permitted under acceptable accounting principles, excluding any depreciation, amortization, depletion, dividends and/or distribution expenses.

16. **Miscellaneous**.

a. **Governing Law/Waiver of Jury Trial**. This Agreement shall be governed by and interpreted according to the laws of the state where the Property is located, without reference to its choice 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 and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **CITY AND LICENSEE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT CITY AND LICENSEE MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CENTER.**

b. **Warranties**. Each Party represents and warrants to the other that: (a) such Party has full corporate and other authority to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement and will have the same with respect to each DAS Order; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated by that Party in this Agreement have been duly and validly authorized by all necessary corporate and other action; (c) such Party's Agreement execution and performance under this Agreement will not breach or violate such Party's operating authority, any applicable law or terms of any agreement to which either is subject; (d) it has obtained or will obtained before the date required, all necessary licenses, permits and authorizations necessary to conduct the activities contemplated by this Agreement; and (e) as of the Effective Date and the date of each DAS Order, there is no action, suit, investigation, claim, arbitration or litigation pending or, to such Party's knowledge, threatened against, affecting or involving such Party, at law or in equity or before any court, arbitrator or governmental authority that is reasonably likely to result in a material adverse effect on such Party's ability to perform such Party's obligations under this Agreement.

c. **No waiver**. Except as expressly set forth in this Agreement: (i) neither Party shall be deemed to have waived any of its rights hereunder unless such waiver is in writing; (ii) no delay or omission by any Party in exercising any right shall operate as a waiver of such right or of any other right; and (iii) a waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

d. **Interpretation**. The singular includes the plural and the plural includes the singular. Except as otherwise provided herein, references to a Section, Schedule or Exhibit mean a Section, Schedule or Exhibit contained in or attached to this Agreement, all of which are incorporated herein by reference. The caption headings in this Agreement are for convenience and reference only and do not define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the Party drafting or causing the drafting of the provisions in question. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by Law, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby. If any date herein set forth for the performance of any obligations by either Party or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day. These terms shall have the indicated meaning when used in this Agreement: (i) including shall mean including, without limitation; (ii) or shall mean and/or (unless indicated otherwise); and (iii) discretion means within the applicable party's sole discretion. Further, any reference to statute, act or code shall mean the statute, act or code as amended.

e. **Entire Agreement**. This Agreement constitutes the entire and final expression of the Parties hereto with respect to the subject matter hereof and supersedes all previous agreements and understandings of the Parties, either oral or written. This Agreement can be amended only by written agreement signed by the Parties.

f. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be fully executed as an original and all of which together shall constitute one and the same instrument.

g. **Sales**. Any sales of equipment or other personal property under this Agreement will be made and fulfilled by CC S & E LLC, an Affiliate of Licensee.

IN WITNESS WHEREOF, The City and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

THE CITY:
City of Miami Beach

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

LICENSEE:
Crown Castle Solutions LLC

By: _____

Name: _____

Title: _____

Date: _____

With respect to Section 16.g only:
CC S & E LLC

By: _____

Name: _____

Title: _____

Date: _____

Schedule 1

Property

For all purposes of this Agreement, the following terms shall be defined as follows:

Property: 1901 Convention Center Drive
Miami Beach, FL 33139

Tax Parcel ID: 02-3227-000-0090

Primary Purpose: The Miami Beach Convention Center is a convention and meeting facility complex including, without limitation, the exhibit halls, meeting rooms, common areas, lobby areas, executive offices, storage and utility facilities, and the entrances and loading dock areas. The Miami Beach Convention Center encompasses more than 1,400,000 square feet, with more than 500,000 square feet of contiguous and divisible exhibit space. Surrounding the four exhibit halls are 84 meeting rooms with a total of 1867,000 square feet of flexible space and one grand ballroom with a total of 60,000 square feet of space, two (2) junior ballrooms of 20,000 square feet, a 20,000 square foot rooftop junior ballroom and flexible indoor/outdoor space.

DRAFT

Schedule 2

Existing Agreements and Temporary Agreements

Tenant	Location	Type (tower, rooftop, etc.)	Term Expiration

Temporary Agreements

Tenant	Location	Type (tower, rooftop, etc.)	Term Expiration

DRAFT

Exhibit A

Sample DAS Order

DAS Order: _____[Description]

1. **Introduction**. This DAS Order (this "Order"), dated effective as of the date of the last signature below (the "Order Effective Date"), is an agreement entered into by and between **City of Miami Beach** (the "City") and **Crown Castle Solutions LLC** ("Licensee") pursuant to the Parties' DAS Facility Use Agreement dated _____ (the "Agreement").

2. **General Framework**. All of the Agreement's terms and conditions, including any Agreement attachments, as amended before the Order Effective Date (if applicable), are incorporated by reference into this Order. Capitalized terms used but not defined in this Order have the meanings designated in the Agreement; capitalized terms used and defined in this Order will have the meanings designated. If there is a conflict between the Agreement's terms and conditions and this Order's terms and conditions, or this Order contains terms and conditions not contained in the Agreement, then this Order will control over the Agreement, but only to the extent of the actual conflict or supplemental terms.

3. **DAS Order**. For good, valuable, and adequate consideration, which the Parties acknowledge receiving, in accordance with the Agreement's terms and conditions, as supplemented or amended by this Order, Licensee accepts a license from The City, and The City grants a license to Licensee to use: (a) the Node and other Attachment locations described on Exhibits 1 and 2 to this Order, (b) the Hub Site location as more particularly described on Exhibits 1 and 3 to this Order, and (c) the Fiber Network described on Exhibits 1 and 4 to this Order. The Node equipment to be installed at the Licensed Structures is described on Exhibit 2 to this Order.

4. **Applicable Exhibits**. The following exhibits are an integral part of this Order and are incorporated by this reference:

- ☐ Exhibit 1 – System Description
- ☐ Exhibit 2 – Node Equipment and Locations
- ☐ Exhibit 3 – Hub Site
- ☐ Exhibit 4 – Fiber Network

5. **Preliminary Drawings**. The Radio Space, Node, Hub Site, other Attachment and Fiber Network locations are generally identified in the attached preliminary network drawings. During the design and installation process, the actual locations thereof will be specifically identified and (may be changed) by mutual agreement of the Parties. Pursuant to Section 5.a of the Agreement, at the completion of the System installation, the Parties covenant that the drawings attached to this Order, as appropriate, will be replaced and updated with as-built drawings which shall become a part of this Order.

6. **Authorized Signatures**. This Order, together with the Agreement, contains the Parties' entire agreement regarding this Order's subject matter. Upon this Order's execution and delivery by the Parties' authorized representatives, this Order will be binding on the Parties and is incorporated by this reference into the Agreement. This Order is effective on the Order Effective Date.

THE CITY **City of Miami Beach**	**LICENSEE** **Crown Castle Solutions LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CC S & E LLC

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1

Network Description

Preliminary Network Description.

(a) **Node Locations**. (described in more detail in **Exhibit 2** to this Order)

System Name	BU#	Address

(b) **Hub Site Description**. The Hub Site being licensed to Licensee will be located at _____ (described in more detail in **Exhibit 3** to this Order).

(c) **Fiber Network Description**. The Fiber Network will consist of _____ fiber strands, on a point-to-point basis, originating from the Hub Site and ending at the Node locations. A schematic drawing of the Fiber Network is attached as **Exhibit 4** to this Order.

DRAFT

Exhibit 2

Node Equipment and Locations

DRAFT

Exhibit 3

Hub Site

DRAFT

Exhibit 4

Fiber Network

DRAFT

Exhibit B

Notification of Removal by Licensee

City of Miami Beach
1700 Convention Center Drive
Fourth Floor
Miami Beach, FL 33139
City Manager
Attn: Jimmy Morales
(305) 374-0700

RE: DAS FACILITY USE AGREEMENT (Agreement) dated _____ by and between City of Miami Beach (The City) and Crown Castle Solutions LLC (Licensee)

This letter shall confirm the agreement of The City and Licensee that the following Attachments were removed:

Node #	Node location	Removal Date

The DAS Orders for the above referenced Attachments are hereby modified as of the removal date set forth above.

THE CITY:
City of Miami Beach

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:
Crown Castle Solutions LLC

By: _____

Name: _____

Title: _____

Date: _____

Exhibit C

Fiber Network Standards

A. Initial Minimum Standards at Installation.

All fiber connectivity will be a continuous path utilizing fusion splices from the Hub Site location(s) to the Node location(s). Below are the industry standard specifications for the Fiber Network at installation:

1. All splices must be sealed in waterproof splice enclosures.
2. The maximum bi-directional average splice loss will not exceed 0.15 dB.
3. The attenuation must not exceed 0.30 dB/km when measured bi-directionally at a 1550 nm wavelength and 0.40 dB/km when measured bi-directionally at a 1310 nm wavelength.
4. The attenuation must not exceed 0.1 dB/connector at all fiber termination locations.
5. The attenuation for the wavelength region from 1525 nm to 1575 nm must not exceed the attenuation at 1550 nm by more than 0.05 dB/km.
6. The fiber strands need to be single mode fiber and conform to a minimum SMF-28 fiber specification.
7. Unless otherwise specified in the DAS Order, all fiber will be standard single mode fiber, SMF-28 or better.

Optical Time Domain Reflectometer (OTDR) testing should be performed and the results provided to Licensee as the basis for the minimum standards (Baseline Standard) for the Fiber Network during the Term.

B. Operating Minimum Standards during Term.

Licensee expects the Fiber Network to operate at the Baseline Standard as set forth in Section A above.

C. Maintenance and Response to Outages.

In the event of a Fiber Network failure and, after notification from The City about the failure, Licensee expects the Fiber Network to be fixed within two (2) hours in order for Licensee to meet its service level agreement requirements with the Wireless Carriers.

Exhibit D

DAS Fiber Optics Test MOP

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS MAY 13, 2016 MEETING TO NAME THE ACCESSIBLE PLAYGROUND WITHIN ALLISON PARK FOR MS. SABRINA COHEN AND, PURSUANT TO SECTION 82-503(b) OF THE CITY CODE, SETTING A PUBLIC HEARING FOR SEPTEMBER 14, 2016, TO CONSIDER THE NAMING AND DIRECTING THE CITY CLERK TO PUBLISH THE APPROPRIATE PUBLIC NOTICE.**

BACKGROUND

At the March 11, 2016 meeting, the Neighborhood/Community Affairs Committee ("NCAC") held a discussion regarding the possible naming of the accessible beach and/or playground at Allison Park after Sabrina Cohen, the Founder and President of the Sabrina Cohen Foundation, in recognition of Sabrina's dedication to improving accessibility in the City. The NCAC deferred the conversation to a future meeting to allow staff to identify proper City and state policies and procedures for the naming of a playground and of a beach.

Per Section 82-503(b) of the City Code, which sets forth the procedure for naming an interior portion of a public facility (including the naming of an interior portion of a park), once a proposal to rename an existing public facility is submitted to the NCAC, the NCAC shall meet to consider and review the naming, or renaming, of the public facility. After reviewing the proposal, the NCAC shall transmit its recommendation to the City Commission. Within a reasonable time after receiving the recommendation from the NCAC, the City Commission shall call a public hearing, which must be noticed in the newspaper at least 10 days prior to the hearing. The proposed name, or rename, for the subject interior portion of the public facility, must be approved by a 5/7 vote of the City Commission.

At the May 13, 2016 NCAC meeting, Vice-Mayor Steinberg moved the naming of the accessible playground area within Allison Park after Sabrina Cohen to the full Commission. The motion was seconded by Commissioner Aleman and all Committee members voted in favor.

RECOMMENDATION

The Administration recommends that Mayor and City Commission accept the recommendation of the Neighborhood/Community Affairs Committee at its May 13, 2016 meeting to name the accessible playground at Allison Park for Ms. Sabrina Cohen, and to set a public hearing for September 14, 2016 to consider the naming.

JLM/EC/JR

T:\AGENDA\2016\July\Parks and Recreation\MEMO - Resolution to Accept NCAC Recommendation to Name the Playground at Allison Park.docx

Agenda Item R7I

Date 7-13-16

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS MAY 13, 2016 MEETING TO NAME THE ACCESSIBLE PLAYGROUND WITHIN ALLISON PARK FOR MS. SABRINA COHEN AND, PURSUANT TO SECTION 82-503(b) OF THE CITY CODE, SETTING A PUBLIC HEARING FOR SEPTEMBER 14, 2016, TO CONSIDER THE NAMING AND DIRECTING THE CITY CLERK TO PUBLISH THE APPROPRIATE PUBLIC NOTICE.

WHEREAS, at its March 11, 2016 meeting, the Neighborhood/Community Affairs Committee ("NCAC") held a discussion regarding the possible naming of the accessible beach and/or playground at Allison Park after Ms. Sabrina Cohen, the Founder and President of the Sabrina Cohen Foundation, Inc., in recognition of Ms. Cohen's dedication to improving accessibility in the City; and

WHEREAS, the NCAC deferred further discussion of the item to the May 13, 2016 NCAC meeting; and

WHEREAS, at its May 13, 2016 meeting, the NCAC considered the matter and unanimously approved a motion to recommend the naming of the accessible playground within Allison Park for Ms. Sabrina Cohen; and

WHEREAS, Ms. Cohen was born and raised in Miami Beach, Florida and is a graduate of Miami Beach Senior High School; and

WHEREAS, Ms. Cohen received a degree in Communications, double majoring in Advertising and Psychology, from the University of Miami in 1999; and

WHEREAS, Ms. Cohen holds a post-graduate degree in Copywriting from the Miami Ad School, and founded her own advertising company in 2003 and has advocated extensively for research and quality-of-life health initiatives since then; and

WHEREAS, Ms. Cohen has been a tireless advocate for accessibility in the City of Miami Beach and has been instrumental in efforts to provide accessibility to the beaches and recreational facilities in the City of Miami Beach; and

WHEREAS, as a motivational speaker and spokesperson, Ms. Cohen frequently enjoys taking the time to talk to students at schools, universities, and community centers.

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 Neighborhood/Community Affairs Committee at its May 13, 2016 meeting to name the accessible playground within Allison Park for Ms. Sabrina Cohen and, pursuant to Section 82-503(b) of the City Code, hereby set a public hearing for September 14, 2016, to consider the naming and direct the City Clerk to publish the appropriate public notice.

PASSED AND ADOPTED this 13th day of July, 2016.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 6/30/16

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Pursuant To Section 82-37(A), Of The City Code, Setting A Public Hearing To Approve The Vacation Of Atlantic Way Between 76th Street And 77th Street, Consisting Of A 30 Foot Wide Right-Of-Way, Containing Approximately 9,000 Square Feet In Total Area, Attached Hereto As Exhibit "A", As Shown On The Corrected Plat "Altos Del Mar No. 1," Recorded In Plat Book 31 At Page 40, Of The Public Records Of Miami-Dade County, And Lying In A Portion Of Government Lot 2, Section 2, Township 53 South, Range 42 East, City Of Miami Beach, In Favor Of The City Of Miami Beach And The Owners Of 7605 Collins Avenue; Waiving, By 5/7th Vote, The Competitive Bidding And Appraisal Requirements Pursuant To, Respectively, Sections 82-39(A) And (B) Of The City Code, Finding That The Public Interest Would Be Served By Waiving Such Conditions; And Referring This Item To The Finance And Citywide Projects Committee, As Required By Section 82-37(A)(1), Of The City Code.

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:

The Office of Capital Improvement Projects is proceeding with the redevelopment of Altos Del Mar Park, located on Collins Avenue between 76th and 77th Street. On July 23rd, 2014, pursuant to a series of community and staff workshops, presentations and a unanimous recommendation for approval from the Neighborhood Community Affairs Committee, the Master Plan for the park was presented to and adopted by the City Commission. Subsequently, Resolution No. 2015-28958, accepting the Neighborhood/Community Affairs Committee's recommendation to include a single-story restroom and storage building, was adopted in March of 2015.

The scope of work includes a defined entry plaza, pedestrian beach access, walkways, amphitheater type seating, open lawn area, sand volleyball courts, a designated area for future playground, Florida native landscaping, and environmentally sensitive site lighting. The improvements in the adjacent parking lot P106 include construction of a restroom and storage facility. This site is one of the few remaining beach front parcels within Miami Beach that is also designated park land. Constructing these improvements at this existing, undeveloped, open space passive park will provide opportunities to offer park programs not currently available in the neighborhood. Open lawn areas and amphitheater type seating will also provide opportunities to utilize this facility as a venue for future events. The proposed plan adopts the master plan theme and incorporates all related amenities, as approved by the Commission.

The City holds a Right-of-Way (ROW) dedication to Atlantic Way, between 76th and 77th Street (Exhibit A), consisting of a 30 foot wide ROW, containing approximately 9,000 square feet, which is reflected in the Corrected Plat "Altos Del Mar No. 1", recorded in Plat Book 31, at page 40, of the Public Records of Miami-Dade County, and lying in a portion of Government Lot 2, Section 2, Township 53 South, Range 42 East, City of Miami Beach, and approved by the City as a ROW.

The City's Capital Improvement Projects Office reviewed the proposed architectural plans for the park with public works and the City Attorney's Office. The architectural design (Exhibit B) includes the development of a pedestrian plaza and an amphitheater type seating wall which encroach onto the existing Right-Of-Way (Atlantic Way). On the advice and recommendation of the City Attorney's Office, the Administration undertook the task of investigating and initiating the process to Vacate the Atlantic Way Right-of-Way (ROW).

The City desires to improve the park and to vacate the ROW. The City owns the land surrounding Atlantic Way, except for the property located at 7605 Collins Avenue. On January 14th, 2016, representatives from the Office of Capital Improvement Projects and City Attorney's Office met on-site with the adjoining land owners (7605 Collins Ave) to review the project plans, discuss the proposed ROW vacation and finding the adjoining property owners to be in support of vacating the ROW.

The City obtained the consent of the property owners of 7605 Collins Avenue for the vacation. As a result, they would obtain title to half of the ROW fronting their property (15' feet by 50') (Exhibit C) and the remainder, fronting City property, would remain titled with the City.

There is an existing non-exclusive utility easement along the ROW which shall remain, and shall be identified on the deeds for the property owners of 7605 Collins Avenue and the City. The vacation of the City ROW serves a public purpose of improving the Altos del Mar Park. The property owners of 7605 Collins Avenue shall covenant not to construct a habitable structure over the non-exclusive easement area.

Pursuant to the City's existing administrative policies and procedures to consider the vacation of City streets, alleys, and/or ROW, which also require compliance with Article II, Sections 82-36 through 82-40 of the City Code (which establish procedures governing the sale or lease of public property), the following requirements must be satisfied:

1) The title of the Resolution approving the proposed vacation shall be heard by the City Commission on two separate meeting dates, with the second reading to be accompanied by a duly noticed public hearing, in order to obtain citizen input into the proposed vacation.
2) The proposed vacation shall be transmitted to the Finance and Citywide Projects Committee for its review (Note: the request for vacation would be heard during the Finance and Citywide Projects Committee meeting of July 22, 2016).
3) In order for the City Commission and the public to be fully appraised of all conditions relating to the proposed vacation, the City's Planning Department shall prepare a written planning analysis, to be submitted to the City Commission concurrent with its consideration of the proposed vacation.
4) The City shall obtain an independent appraisal of the fair market value of the property proposed to be vacated (Note: this provision may be waived by a 5/7th vote of the City Commission, finding that the public interest is served by waiving such condition).

COMPLIANCE WITH CHAPTER 82 OF THE CITY'S CODE

The City must comply with the requirements of Chapter 82-36 through 82-40, of the City Code, which requires certain actions prior to effectuating a vacation. The City Commission is to hold two separate meeting dates, one on July 13, 2016 and the second required meeting is scheduled for September 14, 2016 and will be accompanied with a duly noticed public hearing in order to obtain citizen input into the proposed vacation, waiving, by 5/7th vote, the competitive bidding and appraisal requirements pursuant to, respectively, sections 82-39(a) and (b) of the City Code, finding that the public interest would be served by waiving such conditions and also requires the review of the Finance and Citywide Projects Committee (FCWPC). Section 82-38 requires the Planning Department to prepare an analysis of the vacation (Exhibit D). The Planning Department reviewed the six (6) criteria elements and found these criteria to have been satisfied.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Source of Funds:	Amount	Account
Financial Impact Summary:		

City Clerk's Office Legislative Tracking:

Department Director	Assistant City Manager	City Manager
DM	ETC	JLM

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PURSUANT TO SECTION 82-37(a), OF THE CITY CODE, SETTING A PUBLIC HEARING TO APPROVE THE VACATION OF ATLANTIC WAY BETWEEN 76TH STREET AND 77TH STREET, CONSISTING OF A 30 FOOT WIDE RIGHT-OF-WAY, CONTAINING APPROXIMATELY 9,000 SQUARE FEET IN TOTAL AREA, ATTACHED HERETO AS EXHIBIT "A", AS SHOWN ON THE CORRECTED PLAT "ALTOS DEL MAR NO. 1," RECORDED IN PLAT BOOK 31 AT PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND LYING IN A PORTION OF GOVERNMENT LOT 2, SECTION 2, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, IN FAVOR OF THE CITY OF MIAMI BEACH AND THE OWNERS OF 7605 COLLINS AVENUE; WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS PURSUANT TO, RESPECTIVELY, SECTIONS 82-39(a) AND (b) OF THE CITY CODE, FINDING THAT THE PUBLIC INTEREST WOULD BE SERVED BY WAIVING SUCH CONDITIONS; AND REFERRING THIS ITEM TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AS REQUIRED BY SECTION 82-37(a)(1), OF THE CITY CODE.**

ADMINISTRATION RECOMMENDATION

Administration recommends that the City Commission approve the Resolution.

BACKGROUND

The Office of Capital Improvement Projects is proceeding with the redevelopment of Altos Del Mar Park, located on Collins Avenue between 76th and 77th Street.

On July 23rd, 2014, pursuant to a series of community and staff workshops, presentations and a unanimous recommendation for approval from the Neighborhood/Community Affairs Committee, the Master Plan for the park was presented to and adopted by the City Commission.

Subsequently, Resolution No. 2015-28958, accepting the Neighborhood/Community Affairs Committee's recommendation to include a single-story restroom and storage building, was adopted in March of 2015.

The scope of work includes a defined entry plaza, pedestrian beach access, walkways, amphitheater type seating, open lawn area, sand volleyball courts, a designated area for future playground, Florida native landscaping, and environmentally sensitive site lighting.

The improvements in the adjacent parking lot P106 include construction of a restroom and storage facility.

This site is one of the few remaining beach front parcels within Miami Beach that is also designated park land. Constructing these improvements at this existing, undeveloped, open space passive park will provide opportunities to offer park programs not currently available in the neighborhood. Open lawn areas and amphitheater type seating will also provide opportunities to utilize this facility as a venue for future events. The proposed plan adopts the master plan theme and incorporates all related amenities, as approved by the Commission.

ANALYSIS

The City holds a Right-of-Way (ROW) dedication to Atlantic Way, between 76th and 77th Street (Exhibit A), consisting of a 30 foot wide ROW, containing approximately 9,000 square feet, which is reflected in the Corrected Plat "Altos Del Mar No. 1", recorded in Plat Book 31, at page 40, of the Public Records of Miami-Dade County, and lying in a portion of Government Lot 2, Section 2, Township 53 South, Range 42 East, City of Miami Beach, and approved by the City as a ROW.

The City's Capital Improvement Projects Office reviewed the proposed architectural plans for the park with public works and the City Attorney's Office. The architectural design (Exhibit B) includes the development of a pedestrian plaza and an amphitheater type seating wall which encroach onto the existing Right-Of-Way (Atlantic Way). On the advice and recommendation of the City Attorney's Office, the Administration undertook the task of investigating and initiating the process to Vacate the Atlantic Way Right-of-Way (ROW).

The City desires to improve the park and to vacate the ROW. The City owns the land surrounding Atlantic Way, except for the property located at 7605 Collins Avenue. On January 14th, 2016, representatives from the Office of Capital Improvement Projects and City Attorney's Office met on-site with the adjoining land owners (7605 Collins Ave) to review the project plans, discuss the proposed ROW vacation and finding the adjoining property owners to be in support of vacating the ROW.

The City obtained the consent of the property owners of 7605 Collins Avenue for the vacation. As a result, they would obtain title to half of the ROW fronting their property (15' feet by 50') (Exhibit C) and the remainder, fronting City property, would remain titled with the City.

There is an existing non-exclusive utility easement along the ROW which shall remain, and shall be identified on the deeds for the property owners of 7605 Collins Avenue and the City. The vacation of the City ROW serves a public purpose of improving the Altos del Mar Park. The property owners of 7605 Collins Avenue shall covenant not to construct a habitable structure over the non-exclusive easement area.

Pursuant to the City's existing administrative policies and procedures to consider the vacation of City streets, alleys, and/or ROW, which also require compliance with Article II, Sections 82-36 through 82-40 of the City Code (which establish procedures governing the sale or lease of public property), the following requirements must be satisfied:

1) The title of the Resolution approving the proposed vacation shall be heard by the City Commission on two separate meeting dates, with the second reading to be accompanied by a duly noticed public hearing, in order to obtain citizen input into the proposed vacation.

2) The proposed vacation shall be transmitted to the Finance and Citywide Projects Committee for its review (Note: the request for vacation would be heard during the Finance and Citywide Projects Committee meeting of July 22, 2016).

3) In order for the City Commission and the public to be fully appraised of all conditions relating to the proposed vacation, the City's Planning Department shall prepare a written planning analysis, to be submitted to the City Commission concurrent with its consideration of the proposed vacation.

4) The City shall obtain an independent appraisal of the fair market value of the property proposed to be vacated (Note: this provision may be waived by a 5/7th vote of the City Commission, finding that the public interest is served by waiving such condition).

COMPLIANCE WITH CHAPTER 82 OF THE CITY'S CODE

The City must comply with the requirements of Chapter 82-36 through 82-40, of the City Code, which requires certain actions prior to effectuating a vacation. The City Commission is to hold two separate meeting dates, one on July 13, 2016 and the second required meeting is scheduled for September 14, 2016 and will be accompanied with a duly noticed public hearing in order to obtain citizen input into the proposed vacation, waiving, by 5/7th vote, the competitive bidding and appraisal requirements pursuant to, respectively, sections 82-39(a) and (b) of the City Code, finding that the public interest would be served by waiving such conditions and also requires the review of the Finance and Citywide Projects Committee (FCWPC). Section 82-38 requires the Planning Department to prepare an analysis of the vacation (Exhibit D). The Planning Department reviewed the six (6) criteria elements and found these criteria to have been satisfied.

CONCLUSION

The Administration recommends that the City Commission approve the resolution.

Exhibit A – Legal Description and Sketch of Legal Description of ROW Vacation
Exhibit B – Proposed Altos Del Mar Park Site Plan
Exhibit C – Adjacent Properties Survey
Exhibit D – Planning Analysis of Proposed ROW Vacation

JLM/ETC/DM

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PURSUANT TO SECTION 82-37(a), OF THE CITY CODE, SETTING A PUBLIC HEARING TO APPROVE THE VACATION OF ATLANTIC WAY BETWEEN 76TH STREET AND 77TH STREET, CONSISTING OF A 30 FOOT WIDE RIGHT-OF-WAY, CONTAINING APPROXIMATELY 9,000 SQUARE FEET IN TOTAL AREA, ATTACHED HERETO AS EXHIBIT "A", AS SHOWN ON THE CORRECTED PLAT "ALTOS DEL MAR NO. 1," RECORDED IN PLAT BOOK 31 AT PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND LYING IN A PORTION OF GOVERNMENT LOT 2, SECTION 2, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, IN FAVOR OF THE CITY OF MIAMI BEACH AND THE OWNERS OF 7605 COLLINS AVENUE; WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS PURSUANT TO, RESPECTIVELY, SECTIONS 82-39(a) AND (b) OF THE CITY CODE, FINDING THAT THE PUBLIC INTEREST WOULD BE SERVED BY WAIVING SUCH CONDITIONS; AND REFERRING THIS ITEM TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE, AS REQUIRED BY SECTION 82-37(a)(1), OF THE CITY CODE.

WHEREAS, the City holds a right-of-way dedication to Atlantic Way, between 76th Street and 77th Street, consisting of a 30 foot wide right-of-way, containing approximately 9,000 square feet (as set forth in the sketch attached as Exhibit "A" hereto), which is reflected in the Corrected Plat "Altos Del Mar No. 1", recorded in Plat Book 31, at page 40, of the Public Records of Miami-Dade County, and lying in a portion of Government Lot 2, Section 2, Township 53 South, Range 42 East, City of Miami Beach, and approved by the City as a Right-of-Way (hereinafter "City Right-of-Way"); and

WHEREAS, other than the adjacent residential property owned by the owners of 7605 Collins Avenue, all the other land surrounding Atlantic Way is owned by the City and designated for park use; and

WHEREAS, the City desires to improve the Altos Del Mar Park and to vacate the City Right-of-Way; and

WHEREAS, the City has obtained the consent of the owners of 7605 Collins Avenue to the vacation and, by operation of law, they would obtain title to half of the City Right-of-Way fronting their property (15' feet by 50') and the remainder, fronting City property, would remain titled in the City; and

WHEREAS, Section 177.085, Florida Statutes, provides that, upon the abandonment of a right-of-way, all rights to the former right-of-way revert to the owners of the lots abutting such right-of-way; and

WHEREAS, a City may vacate roads when the vacation is in the public interest, or when the street is no longer required for public use and convenience; and

WHEREAS, the vacation of the City Right-of-Way serves a public purpose of improving Altos del Mar Park; and

WHEREAS, there is an existing non-exclusive utility easement along the City Right-of-Way which shall remain, and shall be identified on the respective deeds for the property owners of 7605 Collins Avenue and the City; and

WHEREAS, the property owners of 7605 Collins Avenue shall covenant not to build a habitable structure over the non-exclusive easement area; and

WHEREAS, pursuant to the City's existing administrative policies and procedures to consider the vacation of the City streets, alleys, and/or rights-of-way, which also require compliance with Article II, Sections 82-36 through 82-40 of the City Code (which establish procedures governing the sale or lease of public property), the following requirements must be satisfied:

1) The title of the Resolution approving the proposed vacation shall be heard by the City Commission on two separate meeting dates, with the second reading to be accompanied by a duly noticed public hearing, in order to obtain citizen input into the proposed vacation;
2) The proposed vacation shall be transmitted to the Finance and Citywide Projects Committee for its review (Note: The request for vacation will be heard during the Finance and Citywide Projects Committee meeting of July 22, 2016);
3) In order for the City Commission and the public to be fully appraised of all conditions relating to the proposed vacation, the City's Planning Department shall prepare a written planning analysis, to be submitted to the City Commission concurrent with its consideration of the proposed vacation; and
4) The City shall obtain an independent appraisal of the fair market value of the property proposed to be vacated (Note: This provision may be waived by a 5/7th vote of the City Commission, finding that the public interest is served by waiving such condition); and

WHEREAS, the Administration herby recommends that the competitive bidding requirements and appraisal requirements of City Code Section 82-39(a) be waived as, by operation of law, the adjacent property owners (property owners of 7605 Collins Avenue and the City) are the only entitled parties to which the vacated right-of-way can be conveyed; and

WHEREAS, pursuant to City Code Section 82-38, the Planning Department is required to prepare a planning analysis relating to the six (6) elements for vacating City Property and shall produce said written report prior to final City Commission action on the proposed vacation; and

WHEREAS, although the City's procedures for the lease of sale or sale of public property also require an advertised public bidding process, the requirement may also be waived by 5/7th vote of the City Commission; in this case, and due to the nature of the law pertaining to the vacation of rights-of-way, the City Administration recommends that the Mayor and City Commission waive the competitive bidding requirement and appraisal requirement, finding that the public interest is served by waiving such conditions; and

WHEREAS, the Administration recommends that the Mayor and City Commission approve the proposed vacation on first reading; set the second reading/public hearing; waive, by 5/7th vote, the competitive bidding and appraisal requirements, and refer the matter to the Finance and Citywide Projects Committee.

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 pursuant to Section 82-37(a), of the City Code, set a public hearing to approve the vacation of Atlantic Way between 76th Street and 77th Street, consisting of a 30 foot wide right-of-way, containing approximately 9,000 square feet in total area, attached hereto as Exhibit "A", as shown on the Corrected Plat "Altos Del Mar No. 1," recorded in Plat Book 31 at Page 40, of the Public Records Of Miami-Dade County, and lying in a portion of Government Lot 2, Section 2, Township 53 South, Range 42 East, City Of Miami Beach, in favor of the City Of Miami Beach and the owners of 7605 Collins Avenue; waiving, By 5/7th vote, the competitive bidding and appraisal requirements pursuant to, respectively, Sections 82-39(a) and (b) of the City Code, finding that the public interest would be served by waiving such conditions; and referring this item to the Finance And Citywide Projects Committee, as required by Section 82-37(a)(1), of the City Code.

PASSED and ADOPTED this _____day of _____, 2016.

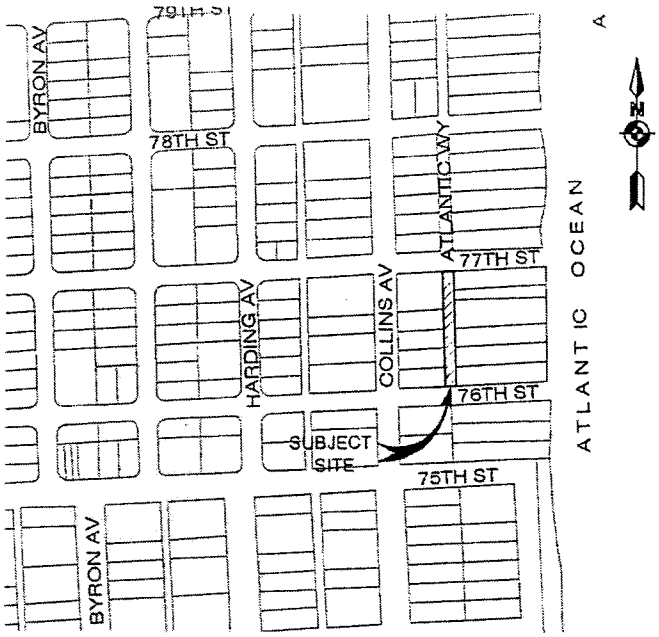
_____
PHILIP LEVINE, MAYOR

ATTEST:

_____
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 6/30/16



LOCATION SKETCH

NOT TO SCALE

LEGAL DESCRIPTION

BEING A PORTION OF "AIROSO (ATLANTIC) WAY", 30 FEET IN WIDTH, AS SHOWN ON THE "CORRECTED PLAT ALTOS DEL MAR NO.1", AS RECORDED IN PLAT BOOK 31, PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND LYING IN A PORTION OF GOVERNMENT LOT 2, SECTION 2, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 1, BLOCK 10, ACCORDING TO SAID "CORRECTED PLAT ALTOS DEL MAR NO. 1"; THENCE N87°05'17"E, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 1, BLOCK 10 AND THE EASTERLY PROLONGATION OF SOUTHERLY RIGHT OF WAY LINE OF "CLEMATIS (77TH) STREET", A DISTANCE OF 30.01 FEET, TO THE NORTHWEST CORNER OF LOT 1 BLOCK 7; THENCE S01°34'31"E, ALONG THE EASTERLY LINE OF LOTS 1, 2, 3, 4, 5, 6, BLOCK 7, ALSO BEING THE EASTERLY LINE OF "AIROSO (ATLANTIC) WAY", A DISTANCE OF 300.00 FEET, TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF "BOUGAINVILLEA (76TH) STREET", SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 6, BLOCK 7; THENCE S87°08'11"W ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 6, BLOCK 10, AND THE EASTERLY PROLONGATION OF THE NORTHERLY RIGHT OF WAY LINE OF "BOUGAINVILLEA (76TH) STREET", A DISTANCE OF 30.01 FEET, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 6, BLOCK 10; THENCE N01°34'31"W, ALONG THE EASTERLY LINE OF LOTS 1, 2, 3, 4, 5, 6, BLOCK 10, ALSO BEING THE WESTERLY LINE OF "AIROSO (ATLANTIC) WAY" A DISTANCE OF 300.00', TO THE NORTHEASTERLY CORNER OF SAID LOT 1, BLOCK 10, SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINING 9,000 SQUARE FEET OR 0.2 ACRES MORE OR LESS.

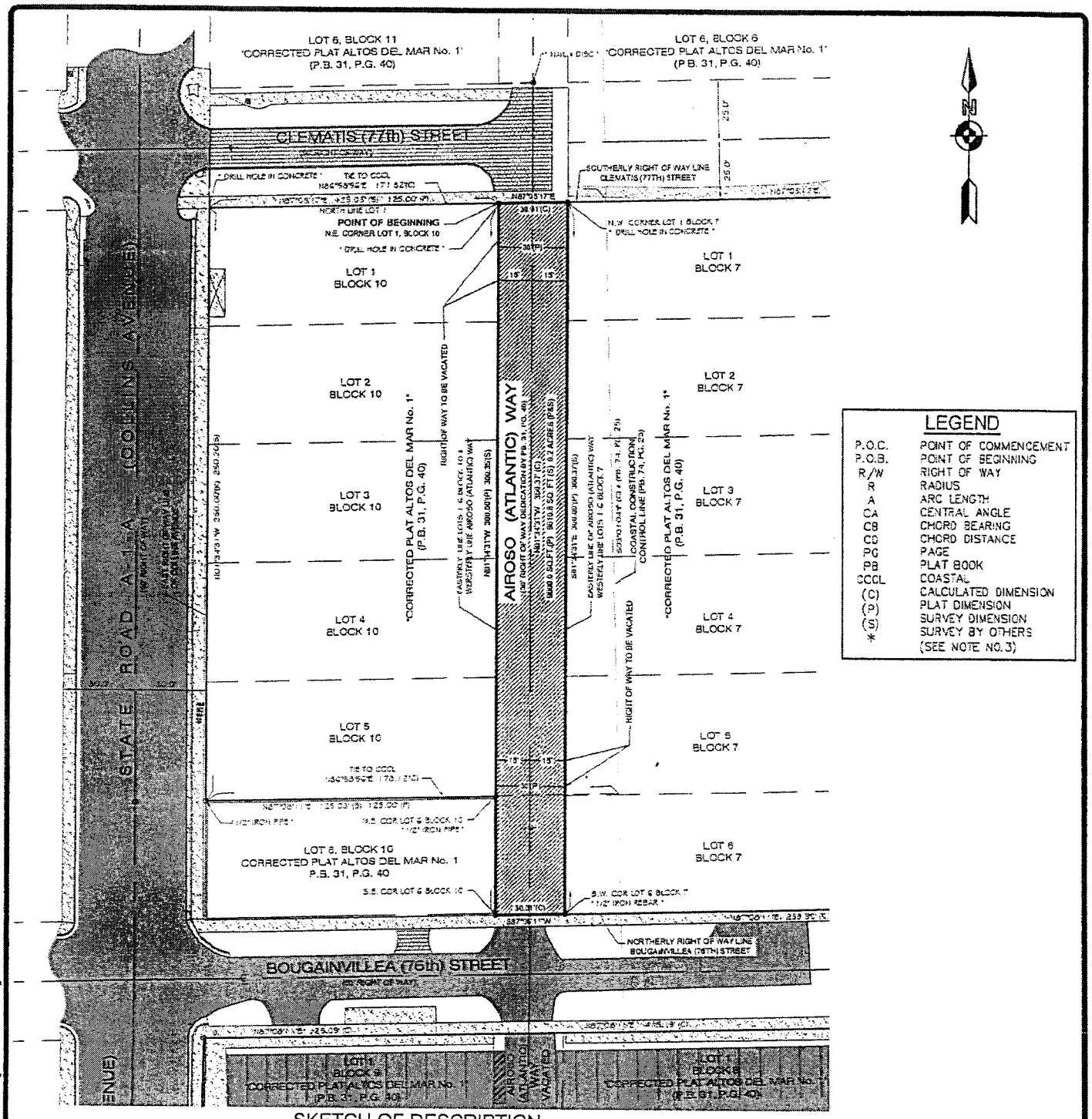
THE LEGAL DESCRIPTION (SHEET L-1) IS NOT FULL AND COMPLETE WITHOUT THE SKETCH OF DESCRIPTION (SHEET L-2)

2-23-16

BRIAN T. BELLINO DATE
CITY SURVEYOR MANAGER
PROFESSIONAL SURVEYOR AND MAPPER NO.4973

F:\WORK\$ALL\SURVEY\ALTOS DEL MAR PARK\Atlantic_Airoso Way Vacation-2.dwg

MIAMIBEACH PUBLIC WORKS DEPARTMENT 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	APPROVED BTB BRIAN T. BELLINO, PSM	REVISED XXXXXXX XXXXXXX XXXXXXX XXXXXXX	TITLE: OCEAN FRONT AIROSO (ATLANTIC) WAY	L-1 PROJECT No. SM-2016B



SKETCH OF DESCRIPTION

SCALE:1"=60' (8.5"X11" SHEET)

SURVEYOR'S NOTES:

1. THE SKETCH IS NOT A SURVEY. THIS NOTE IS REQUIRED BY RULE 5J-17.053(5)(b) FAC.
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 BOUGAINVILLEA (76TH) STREET WHICH BEARS S87°08'11"W.
3. THE LEGAL DESCRIPTION AND SKETCH OF WAS PREPARED BY THE SIGNING SURVEYOR. HOWEVER THIS SKETCH WAS INTEGRATED WITH MAPPED FEATURES SURVEYED BY OTHERS. MAP OF BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY. PREPARED FOR THE CITY OF MIAMI BEACH, PREFORMED BY JOSE SENAS, PSM#5938 LONGITUDE SURVEYORS, LLC., W 48th STREET, SUITE 310 DORAL, FLORIDA 33166 PHONE:(305)463-0912 WITH SURVEYORS AUTHORIZATION OF USE DATED 01/23/2015. REQUIRED BY RULE 5J-17.051(3)6.,13.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THE SHETCH OF DESCRIPTON (SHEET L-2) IS NOT FULL AND COMPLETE WITHOUT THE LEGAL DESCRIPTION (SHEET L-1)

2-23-16

BRIAN T. BELLINO — DATE
CITY SURVEYOR MANAGER
PROFESSIONAL SURVEYOR AND MAPPER NO.4973

MIAMIBEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139

APPROVED: BTB — BRIAN T. BELLINO, PSM

REVISED: XXXXXX / XXXXXX / XXXXXX / XXXXXX

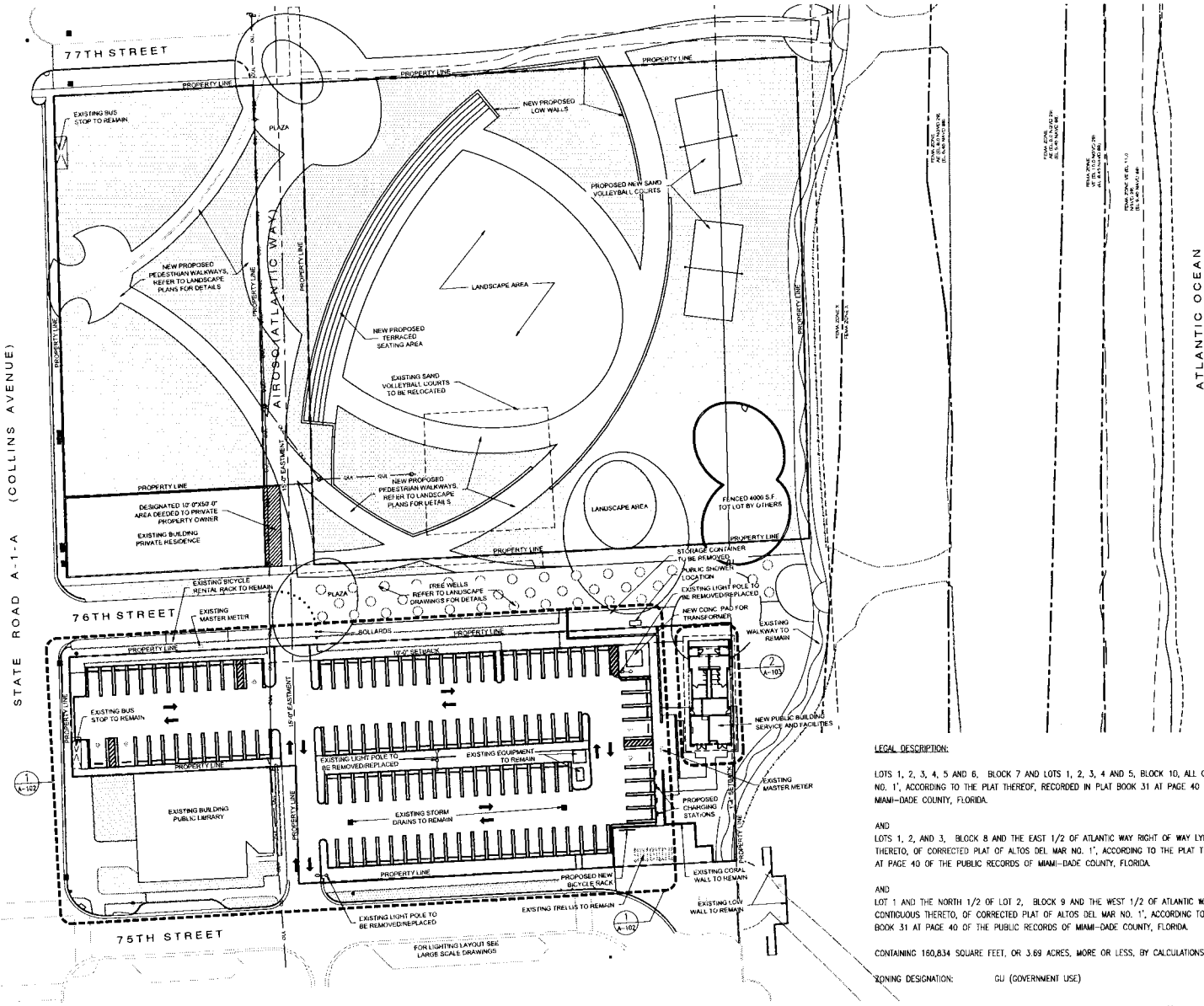
TITLE: OCEAN FRONT AIROSO (ATLANTIC) WAY

L-2

PROJECT No. SM-20158

F:\WORK\ALL\SURVEY\ALTOS DEL MAR PARK\Atlantic_Aroso Way Vacation-2.dwg

Exhibit B



LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 7 AND LOTS 1, 2, 3, 4 AND 5, BLOCK 10, ALL OF CORRECTED PLAT OF ALTOS DEL MAR NO. 1', ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31 AT PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

LOTS 1, 2, AND 3, BLOCK 8 AND THE EAST 1/2 OF ATLANTIC WAY RIGHT OF WAY LYING ADJACENT AND CONTIGUOUS THERETO, OF CORRECTED PLAT OF ALTOS DEL MAR NO. 1', ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31 AT PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

LOT 1 AND THE NORTH 1/2 OF LOT 2, BLOCK 9 AND THE WEST 1/2 OF ATLANTIC WAY RIGHT OF WAY LYING ADJACENT AND CONTIGUOUS THERETO, OF CORRECTED PLAT OF ALTOS DEL MAR NO. 1', ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31 AT PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 160,834 SQUARE FEET, OR 3.69 ACRES, MORE OR LESS, BY CALCULATIONS.

ZONING DESIGNATION: GU (GOVERNMENT USE)

1 OVERALL SITE PLAN Scale: 1"=30'

0 30' 60'

N

60% NOT FOR CONSTRUCTION

Altos Del Mar
Miami Beach, FL 33141

Jonathan Cardello
Lic# AR93391

Stantec

2 SOUTH BISCAYNE BOULEVARD
SUITE 1670
MIAMI, FL 33131
www.stantec.com
305.482.8700
Lic.# AAC001997

ISSUANCES

No.	Description	Date

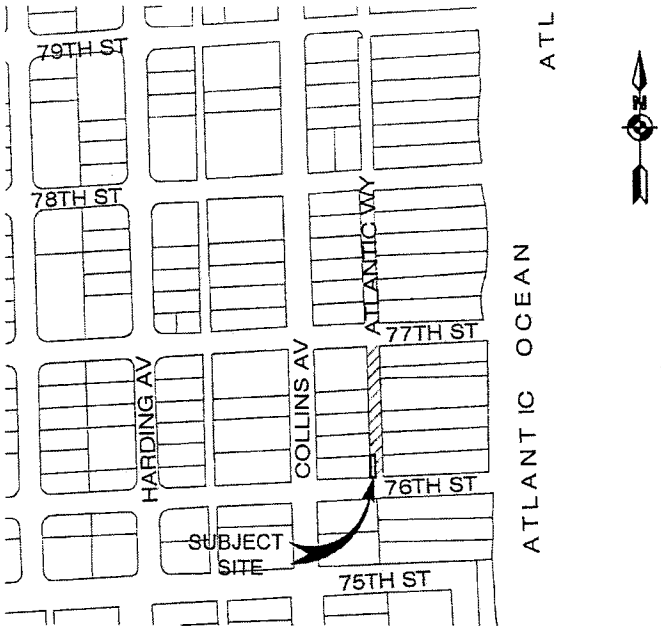
Checked By:

OVERALL SITE PLAN

Drawing Scale: AS NOTED

Job No. 219420367

A-100



LOCATION SKETCH

NOT TO SCALE

LEGAL DESCRIPTION

BEING A PORTION OF "AIROSO (ATLANTIC) WAY", 30 FEET IN WIDTH, AS SHOWN ON THE "CORRECTED PLAT ALTOS DEL MAR NO.1", AS RECORDED IN PLAT BOOK 31, PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND LYING IN A PORTION OF GOVERNMENT LOT 2, SECTION 2, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY HALF OF "AIROSO (ATLANTIC) WAY", LYING EASTERLY OF AND ADJACENT TO LOT 6, BLOCK 10, ACCORDING TO SAID "CORRECTED PLAT ALTOS DEL MAR NO.1".

CONTAINING 750 SQUARE FEET MORE OR LESS.

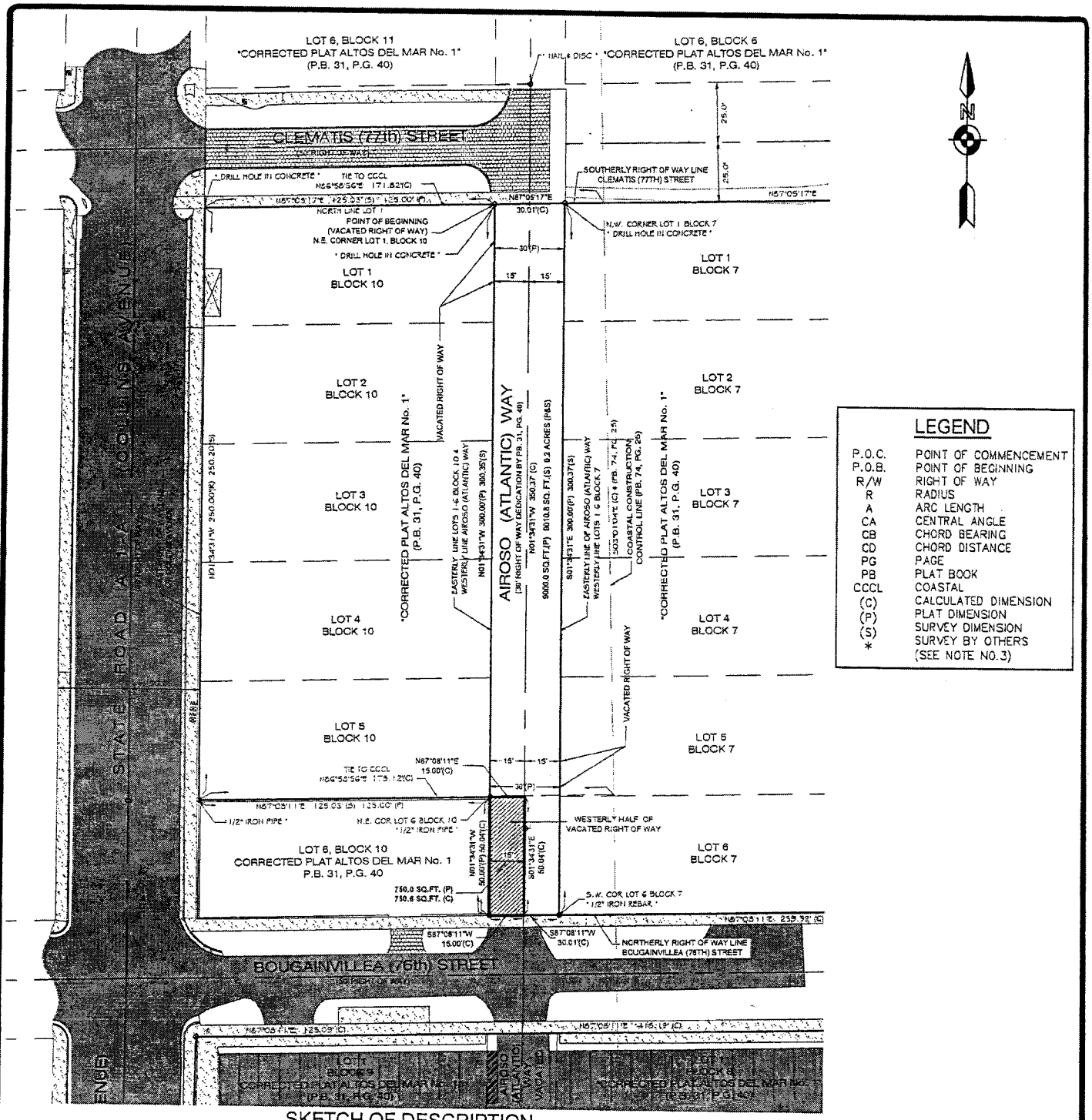
THIS LEGAL DESCRIPTION (SHEET L-1) IS NOT FULL AND COMPLETE WITHOUT THE SKETCH OF DESCRIPTION (SHEET L-2)

3-22-16

BRIAN T. BELLINO, PSM — DATE
CITY SURVEYOR MANAGER
PROFESSIONAL SURVEYOR AND MAPPER NO.4973

F:\WORK\$ALL\CAD-DWG\PROJECTS\SM\SM-2016B Altos del Mar No 1 Right of Way Vacation\Atlantic_Airoso Way Dedication_Revised.dwg

MIAMIBEACH PUBLIC WORKS DEPARTMENT 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	APPROVED BRIAN T BELLINO, PSM	REVISED 03/22/16	TITLE: OCEAN FRONT AIROSO (ATLANTIC) WAY	L-1 PROJECT No. SM-2016B



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
PG	PAGE
PB	PLAT BOOK
CCCL	COASTAL
(C)	CALCULATED DIMENSION
(P)	PLAT DIMENSION
(S)	SURVEY DIMENSION
*	SURVEY BY OTHERS (SEE NOTE NO.3)

SKETCH OF DESCRIPTION

SCALE: 1"=60' (8.5"X11" SHEET)

SURVEYOR'S NOTES:

1. THE SKETCH IS NOT A SURVEY. THIS NOTE IS REQUIRED BY RULE 5J-17.053(5)(b) FAC.
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 BOUGAINVILLEA (76TH) STREET WHICH BEARS S87°08'11"W.
3. THE LEGAL DESCRIPTION AND SKETCH OF WAS PREPARED BY THE SIGNING SURVEYOR. HOWEVER THIS SKETCH WAS INTEGRATED WITH MAPPED FEATURES SURVEYED BY OTHERS. MAP OF BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY. PREPARED FOR THE CITY OF MIAMI BEACH, PREFORMED BY JOSE SENAS, PSM#5938 LONGITUDE SURVEYORS, LLC., W 48th STREET, SUITE 310 DORAL, FLORIDA 33166 PHONE:(305)463-0912 WITH SURVEYORS AUTHORIZATION OF USE DATED 01/25/2016. THIS NOTE IS REQUIRED BY RULE 5J-17.051(3)6.,13.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THE SKETCH OF DESCRIPTION (SHEET L-2) IS NOT FULL AND COMPLETE WITHOUT THE LEGAL DESCRIPTION (SHEET L-1)

3-22-16

BRIAN T. BELLINO, PSM — DATE
CITY SURVEYOR MANAGER
PROFESSIONAL SURVEYOR AND MAPPER NO.4973

MIAMIBEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139

APPROVED
BRIAN T BELLINO, PSM

REVISED 03/22/16

TITLE: OCEAN FRONT AIROSO (ATLANTIC) WAY

L-2

PROJECT No. SM-2016B

F:\WORK\$ALL\CAD-DWG\PROJECTS\SM\SM-2016B Altos del Mar No 1 Right of Way Vacation\Atlantic_Airoso Way Dedication_Revised.dwg

MIAMIBEACH

PLANNING DEPARTMENT

COMMISSION MEMORANDUM

TO: Jimmy L. Morales, City Manager

FROM: Thomas R. Mooney, AICP
Planning Director

DATE: April 13, 2016

SUBJECT: **Analysis of Proposed Right of Way (ROW) Vacation – Atlantic Way between 76th Street and 77th Street**

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 herein is to vacate Atlantic Way between 76th Street and 77th Street.

The subject right of way is 30 feet wide and contains approximately 9,000 square feet in area. The vacation is for the purposes of improving Altos Del Mar Park. It is conditioned on (1) the adjacent property owner issuing a Quit Claim Deed to the City of Miami Beach for all but a portion of the Vacated Right-of-Way, as identified in Exhibit B; and (2) the execution by the adjacent property owner of a covenant running with the land substantiating that the vacated property not being deeded to the City will remain free of construction containing habitable space due to the existing FPL perpetual easement along the length of Atlantic Way.

The following is an analysis based on the criteria delineated in Section 82-38 of the City 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 vacation of the ROW will allow for improvements to Altos Del Mar Park, which will better service the surrounding community and improve waterfront access. This is consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan, including the following:

   RECREATION AND OPEN SPACE ELEMENT

   GOAL:

Develop and Maintain a Comprehensive System of Parks and Recreational Open Spaces to Meet the Needs of the Existing and Future Population by Maximizing the Potential Benefits of Existing Facilities and Open Space While Encouraging the Preservation and Enhancement of the Natural Environment.

OBJECTIVE 1: WATERFRONT PARK

Preserve beach parks and complete a program of improved park access to water-related recreation activities and facilities.

2. **The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.**

   Consistent – No negative impacts are anticipated by the proposal. The majority property being vacated by the City will be deeded to the City for the purposes of improving a public park. Additionally, the vacation is conditioned on there being no habitable structures being constructed within the portion that is not being deeded as a result of an FPL easement over the site. As a result no impacts to utilities or traffic are expected by the proposal.

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 is in keeping with a public purpose and community needs and will improve the community's overall quality of life. The majority of the ROW will be deeded back to the City and utilized to improve Altos Del Mar Park.

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 proposal is for the purposes of improving a public park and will not block views or create environmental intrusions.

5. **The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.**

Consistent – The primary intent of the vacation of this ROW is intended to allow for the improvement of Altos Del Mar Park. The park's master plan includes adequate parking. The portion that is not being deeded back to the City will allow for the adjacent property owner to provide off-street parking and improve access to their site.

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 vacation of the public ROW is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan. The vacation of Atlantic Way between 76th Street and 77th Street will generate no negative impacts for the surrounding area.

TRM/RAM

T:\AGENDA\2016\April\Planning\Altos Del Mar Atlantic Way Vacation Analysis.docx

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R7K A Resolution Authorizing A Change Order To The Purchase Order Issued To David Mancini And Sons, Inc. (DMSI), Under The 63rd Street Water Main Replacement Project Awarded Under The NJPA Agreement With Gordian Group, Pursuant To Contract FL-MDSAU06-052014-DMS, In The Amount Of $101,287.58, In Order To Provide Expanded Traffic Control Services For Traffic Flow In The Area During The Execution Of The Work, Of Which $40,107.58 Shall Be Payable From The Project Contingency, And The Balance Of $61,180.00 Shall Be Payable From Account 424-2759-069357 Entitled "63rd Street 16" Water Main."

(Public Works)

(Item to be Submitted in Supplemental)

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Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH A WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING AND AUTHORIZING THE OFFICE OF THE MAYOR AND THE CITY ATTORNEY'S OFFICE, TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FUNKSHION PRODUCTIONS, IN AN AMOUNT NOT TO EXCEED $190,000, FOR THE 2067 TIME CAPSULE PROJECT; FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE AGREEMENT.

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:

Climate change is real and it's happening right now. We have the responsibility to carry on with the commitment to make a difference for generations to come. The Office of the Mayor and Commission has designed a '2067 Rising Above Time Capsule' project that will focus on bringing world-wide awareness and highlight Miami Beach's efforts in dealing with climate change and sea level rise. The project will be broken down into three segments:

- A 2016 December kickoff event at the New World Symphony Soundscape (NWS) Park
- A 'Miami Beach Jump' social media campaign
- An iconic above-ground Time Capsule to be opened in 2067

The proposed project was presented at the December 23, 2015 City Commission meeting, for discussion and further direction. The City Commission made a recommendation to create a budget, identify the resources and bring it back as a budget amendment. Using recommendations and industry websites, five agencies were contacted. As each agency was analyzed it became apparent that Funkshion Productions, stood out with the necessary experience in areas most essential to the timely completion and proper execution of this project.

The Funkshion Productions is a renowned company based in Miami Beach, Florida producing projects in the U.S., Europe, Asia, and Australia. With their network of dedicated professionals and state of the art equipment, they successfully create, execute and manage projects which connect people to clients' branding through dynamic multimedia sources. Some examples of their creative achievements include: video-mapping, video spots, commercials, web specific videos, photography, 3D modeling, and CGI. Funkshion is a one-stop shop for an entire production by providing equipment, including lighting, sound and visual equipment, and custom built objects and structures.

The 2067 Rising Above Time Capsule production includes (a) design and production of a time capsule and its content, (b) execution of a 'Jump Miami Beach' viral concept to strategically launch and execute a social media campaign, copywriting, content, video, motion graphics, animated giffs, photo creation (d) marketing, promotion and public relations management to promote the campaign (c) Art Basel 2016 event that includes an interactive installation that displays the City of Miami Beach's efforts to combat climate change and sea level rise, (e) brand management, (f) web site (g) intellectually and scientifically positioning and aligning ideas to established authorities. Further project detailed is included in the attached memorandum.

In order to bring awareness to the challenges the City of Miami Beach will be facing in the next 50 years related to sea level rise and climate change and to highlight the steps, the City Manager recommends that the Mayor and City Commission approve the Resolution waiving, by 5/7 vote, the competitive bidding requirements, finding such a waiver to be in the best interest of the City, and approving and authorizing the Office of the Mayor and the City Attorney's Office, to negotiate and execute an agreement with Funkshion Productions, in an amount not to exceed $190,000, for the 2067 Time Capsule project; further authorizing the Mayor and the City Clerk to execute the agreement.

ADMINISTRATIVE RECOMMENDATION
Approve 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.
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Gloria Baez

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD	MT	JLM

T:\AGENDA\2016\June\Procurement\RFQ 2016-073-KB CMR Lincoln Road\RFQ-2016-073-KB - CMR for Lincoln Road District - Summary.doc

MIAMIBEACH

AGENDA ITEM R7L
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH A WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING AND AUTHORIZING THE OFFICE OF THE MAYOR AND THE CITY ATTORNEY'S OFFICE, TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH FUNKSHION PRODUCTIONS, IN AN AMOUNT NOT TO EXCEED $190,000, FOR THE 2067 TIME CAPSULE PROJECT; FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE AGREEMENT.**

ADMINISTRATIVE RECOMMENDATION

Approve the Resolution.

BACKGROUND

Climate change is real and it's happening right now. We have the responsibility to carry on with the commitment to make a difference for generations to come. The Office of the Mayor and Commission has designed a '2067 Rising Above Time Capsule' project that will focus on bringing world-wide awareness and highlight Miami Beach's efforts in dealing with climate change and sea level rise. The project will be broken down into segments:

- A 2016 December kickoff event at the New World Symphony Soundscape (NWS) Park
- A 'Miami Beach Jump' social media campaign
- An iconic above-ground Time Capsule to be opened in 2067

The proposed project was presented at the December 23, 2015 City Commission meeting, for discussion and further direction. The City Commission made a recommendation to create a budget, identify the resources and bring it back as a budget amendment.

Using recommendations and industry websites, five agencies were contacted. As each agency was analyzed it became apparent that Funkshion Productions, stood out with the necessary experience in areas most essential to the timely completion and proper execution of this project.

The Funkshion Productions is a renowned company based in Miami Beach, Florida producing projects in the U.S., Europe, Asia, and Australia. With their network of dedicated professionals and state of the art equipment, they successfully create, execute and manage projects which connect people to clients' branding through dynamic multimedia sources. Some examples of their creative achievements include: video-mapping, video spots, commercials, web specific videos, photography, 3D modeling, and CGI. Funkshion is a one-stop shop for an entire production by providing equipment, including lighting, sound and visual equipment, and custom built objects and structures.

Some of their clients include Pepsi, Nespresso, Sony Pictures, Chopard, Hublot, Jaeger LeCoultre, MINI, Bentley, Bugatti, Peroni, Vogue, Harpers Bazaar, Maxim, GQ, Missoni, Lanvin, Chloe, YSL, BCBG, Acura, John Varvatos, Art Basel, Soho House, Warner Music.

SCOPE OF THE PROJECT

To provide creative production of (a) a physical Time Capsule and its content, (b) a social media campaign and (c) Art Basel 2016 event.

PROJECT DELIVERABLES

The 2067 Rising Above Time Capsule production includes (a) design and production of a time capsule and its content, (b) execution of a 'Jump Miami Beach' viral concept to strategically launch and execute a social media campaign, copywriting, content, video, motion graphics, animated giffs, photo creation (d) marketing, promotion and public relations management to promote the campaign (c) Art Basel 2016 event that includes an interactive installation that displays the City of Miami Beach's efforts to combat climate change and sea level rise, (e) brand management, (f) web site (g) intellectually and scientifically positioning and aligning ideas to established authorities.

1. Production of the Time Capsule
To document this pivotal moment in Miami Beach's history with an iconic above the ground time capsule that will be created and dedicated to the City's efforts to solve sea level rise and other climate change challenges. The time capsule will be opened 50 years from project completion, on March 26, 2067.

2. Time Capsule Content
A professionally produced interactive digital content showcasing video messages of City Officials, and resiliency specialists. It will also provide information on the city's efforts to preserve our community against the effects of climate change (flooding solutions initiatives, installation of pumps, new resiliency department, etc.) Also, aerial photos showcasing Miami Beach in 2016. The time capsule will also include the top 100 photos/videos from the 'Jump Miami Beach' social media campaign.

3. User Generated Content Social Media Campaign
Miami Beach's community and visitors will be invited to participate in the 'Jump Miami Beach' project resulting in thousands of photos & videos of residents and visitors jumping up in the air, symbolizing rising above the water. These photos and videos will be shared in different social media platforms and engage thousands of followers.

4. Website and other digital outlets for Time Capsule Project Story
In order to organize and better promote the content created around this project, a website will be developed:

- Promoting the City's mission statement, including videos and photos.
- Information and links about the City of Miami Beach's efforts in fighting climate change and sea level rise.
- User generated content social media gallery, curated / featured content and aggregated content from social media platforms.

5. 2016 December Interactive, Multimedia event at NWS
This event will be the initial preview launch and will take place at the grounds of the Soundscape park. The event will draw Miami Beach visitors and residents to the NWS, promoting an interactive, multi-media one of a kind installation inspired with climate change and sea level rise.

This event will be be visually stunning will inspire attendees to capture and share their personal experiences with their social media friends/followers.

6. PR – Publicity & Media outreach & Marketing
An extensive public relations / marketing campaign will focus on promoting the Miami Beach 2067 Rising Above project and highlight the steps the City Administration is taking in fighting sea level rise and climate change issues (a) social media teasers and highlight user-generated content (b) PR team will help to broadcast the story to national and global media (c) publicity for 2067 Rising Above interactive, multimedia December 2016 launch event.

PROJECT TIMELINE

July, 2016: Production Agency selection and contract;

August, 2016: Outsourcing outside vendors & creative production

August through November, 2016: Project production – social media campaign, Art Basel event, Time capsule, PR / Publicity

December, 2016: Art Basel launch event

December, 2016: March 2017: 'social media campaign (continues); 2067 Time Capsule development & finalizing; PR / Publicity

March 26, 2017: Time Capsule & Project presentation. Event details and location TBA.

CONCLUSION

In order to bring awareness to the challenges the City of Miami Beach will be facing in the next 50 years related to sea level rise and climate change and to highlight the steps, the City Manager recommends that the Mayor and City Commission approve the Resolution waiving, by 5/7 vote, the competitive bidding requirements, finding such a waiver to be in the best interest of the City, and approving and authorizing the Office of the Mayor and the City Attorney's Office, to negotiate and execute an agreement with Funkshion Productions, in an amount not to exceed $190,000, for the 2067 Time Capsule project; further authorizing the Mayor and the City Clerk to execute the agreement.

T:\AGENDA\2016\July\Mayor and City Commission\2067 Time Capsule Project (Memo).docx

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH A WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE OFFICE OF THE MAYOR AND THE CITY ATTORNEY'S OFFICE TO NEGOTIATE AN AGREEMENT WITH FUNKSHION LLC, IN AN AMOUNT NOT TO EXCEED $190,000, FOR THE 2067 RISING ABOVE TIME CAPSULE PROJECT; AND FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE AGREEMENT.

WHEREAS, the Mayor and City Commission of Miami Beach, Florida, recognize that climate change is real and is happening right now; and

WHEREAS, the City has a responsibility in carrying on with the commitment to make a difference for generations to come; and

WHEREAS, the Office of the Mayor has designed a '2067 Rising Above Time Capsule' project (the "Project") that will focus on bringing world-wide awareness and highlight Miami Beach's efforts in dealing with climate change and sea level rise; and

WHEREAS, the scope of the Project will include the creative production of (a) a physical Time Capsule and its content; (b) a social media campaign, including user generated content social media campaign and development of a website and other digital outlets for the promotion of the Project; and (c) an Art Basel 2016 kickoff event; and

WHEREAS, the Project will focus on the following segments:

- A 2016 December kickoff event at the New World Symphony Soundscape (NWS) Park during Art Basel, 2016
- A 'Miami Beach Jump' social media campaign
- An iconic above-ground Time Capsule to be opened in 2067, containing, among other things, video messages from City officials and resiliency specialists; information on the City's efforts to address the effects of climate change; and photos/videos, including from the Jump Miami Beach' social media campaign; and

WHEREAS, at its December 23, 2015 meeting, the City Commission approved a budget of $190,000 for the Project; and

WHEREAS, using recommendations and industry websites, five agencies were contacted and analyzed for their ability to produce the Project; and

WHEREAS, it became apparent that Funkshion LLC (Funkshion) stood out with the necessary experience in areas most essential to the timely completion and proper execution of this Project; and

WHEREAS, Funkshion is a renowned company based in Miami Beach, Florida, and producing projects in the U.S., Europe, Asia, and Australia, with a network of dedicated professionals and state of the art equipment to successfully create, execute and manage projects which connect people to clients' branding through dynamic multimedia sources; and

WHEREAS, some of Funkshion's clients include Pepsi, Nespresso, Sony Pictures, Chopard, Hublot, Jaeger LeCoultre, MINI, Bentley, Bugatti, Peroni, Vogue, Harpers Bazaar, Maxim, GQ, Missoni, Lanvin, Chloe, YSL, BCBG, Acura, John Varvatos, Art Basel, Soho House, Warner Music; and

WHEREAS, in order to bring awareness to the challenges the City of Miami Beach will be facing in the next 50 years, related to sea level rise and climate change, and to highlight the City's efforts in addressing these challenges, the City Manager recommends that the Mayor and City Commission waive, by 5/7ths vote, the competitive bidding requirement, finding such a waiver to be in the best interest of the City, and approve the Office of the Mayor and the City Attorney's Office to negotiate an agreement with Funkshion LLC, in an amount not to exceed $190,000, for the Project; and further authorize the Mayor and the City Clerk to execute the final negotiated 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 waive, by 5/7ths vote, the competitive bidding requirement, finding such a waiver to be in the best interest of the City, and authorize the Office of the Mayor and the City Attorney's Office to negotiate an agreement with Funkshion LLC, in an amount not to exceed $190,000, for the 2067 Rising Above Time Capsule project; and further authorize the Mayor and the City Clerk to execute the agreement.

PASSED AND ADOPTED this _____ day of _____2016.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/6/16 Date

Condensed Title:

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS JUNE 10, 2016 MEETING, TO CONSIDER ENHANCING THE POLICE PRESENCE ON THE BEACHWALK.

Key Intended Outcome Supported:

Maintain crime rates at or below national trends.

Supporting Data (Surveys, Environmental Scan, etc.): Safety was ranked No. 1 by residents as one of the changes that will make Miami Beach a better place; safety across the City was one of the most important areas affecting the quality of life; and 78% of residents rated quality of services provided by City Police as excellent or good.

Issue:

N/A

Item Summary/Recommendation:

At the June 10, 2016 Neighborhood/Community Affairs Committee (NCAC) meeting, the NCAC addressed Mitch Novick's "Minority" Report item – this included a discussion regarding general safety on the beachwalk between 23rd Street and South Pointe. During the discussion, participants spoke about the need for increased police presence in the aforementioned area. Major Causey and Captain Doce explained the existing deployment of police resources.

At the conclusion of the discussion, the NCAC recommended that the Mayor and City Commission consider immediate law enforcement enhancements on the beachwalk.

Advisory Board Recommendation:

To consider enhancing the police presence on the beachwalk between 23rd Street and South Pointe.

Financial Information:

Source of Funds:		Amount	Account
N/A at this time	1		
	2		
	3		
OBPI			

Financial Impact Summary: If the Commission chooses to allocate additional police resources to this area, the first year cost of each additional police officer is $122,681.

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Chief Daniel J. Oates DJO		

T:\agenda\2016\JULY\POLICEDEPARTMENT\Com_item_sum-Beachwalkpatrolforce

MIAMIBEACH

AGENDA ITEM R7M
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS JUNE 10, 2016 MEETING, TO CONSIDER ENHANCING THE POLICE PRESENCE ON THE BEACHWALK.**

HISTORY / BACKGROUND

At the June 10, 2016 Neighborhood/Community Affairs Committee (NCAC) meeting, the NCAC addressed Mitch Novick's "Minority" Report item – this included a discussion regarding general safety on the beachwalk between 23rd Street and South Pointe. During the discussion, participants spoke about the need for increased police presence in the aforementioned area. Major Causey and Captain Doce explained the existing deployment of police resources.

At the conclusion of the discussion, the NCAC recommended that the Mayor and City Commission consider immediate law enforcement enhancements on the beachwalk.

FISCAL IMPACT

If the Commission chooses to allocate additional police resources to this area, the first year cost of each additional police officer is $122,681.

JLM/DJO/DW

T:\agenda\2016\JULY\POLICEDEPARTMENT\Com_Memo_Beachwalkpatrolforce

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS JUNE 10, 2016 MEETING, TO CONSIDER ENHANCING THE POLICE PRESENCE ON THE BEACHWALK.

WHEREAS, at the June 10, 2016 Neighborhood/Community Affairs Committee (NCAC) meeting, the NCAC held a discussion during Mitch Novick's report item regarding the safety on the beachwalk between 23rd Street and South Pointe; and

WHEREAS, during the NCAC meeting the current issues, including the need for greater police presence on the beachwalk, were highlighted by attendees; and

WHEREAS, the Miami Beach Police Department consistently seeks to improve the quality of its service to the City's residents and visitors; and

WHEREAS, the NCAC recommended that the Mayor and City Commission consider immediate law enforcement enhancements, to include additional officers and the formation of a Beachwalk Patrol Force.

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 Neighborhood/Community Affairs Committee At Its June 10, 2016 Meeting, To Make Immediate Law Enforcement Enhancements To The Beachwalk Between 23rd Street And South Pointe.

PASSED AND ADOPTED this 13th day of July, 2016.

_____
MAYOR PHILIP LEVINE

ATTEST:

_____
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney — Date 6/29/16

MAF

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COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing Mayor and City Clerk to execute Amendment No. 3 to the Development Agreement between the City and Jameck Development, Inc. (Jameck or developer), dated July 23, 2014, for the Design, Development, and Construction of certain streetscape improvements in the City's right of way, at the portion of Euclid Avenue between Lincoln Road and Lincoln Lane south (the Project); said amendment approving a City requested change order, in the amount of $41,203.75, relating to unforeseen site conditions, new FP&L service point, hand-hole and riser, and construction of planter ellipse to protect existing Copper Pod trees; and increasing the Guaranteed Maximum Price (GMP) of the project from $819,838.88 to $861,042.63 in connection with said change order; and increasing the City's budgeted costs for the project, from $466,500.86 to $489,945.80.

Key Intended Outcome Supported:

Ensure well designed quality capital projects -- Increase Community Satisfaction with City Services

Supporting Data (Surveys, Environmental Scan, etc.): Based on the 2014 community survey, recently completed capital projects were highly rated by both residents and businesses.

Item Summary/Recommendation:

On August 28, 2014, the City and Developer executed the Development Agreement for the Project, reflecting a guaranteed maximum price (GMP) of $485,821, in connection with the Project.

On September 2, 2015, pursuant to Resolution Number 2015-29127, the Mayor and City Commission approved Amendment No 1 to the Development Agreement, increasing the guaranteed maximum price (GMP) of the Project to $786,200, due to an increase in construction costs, with the Developer assuming the development costs exceeding the City's cost

On October 14, 2015, pursuant Resolution 2015-29158, the Mayor and City Commission approved amending Resolution Number 2015-29127 relating to Amendment No. 1 to the Development Agreement to: (1) correct the guaranteed maximum price (GMP) of the Project from $786,200 to $806,340 (to include the cost of the bond insurance requirement); (2) correct the City's budgeted cost to reflect $485,820 (of which $27,000 budgeted for City's construction management costs, leaving $458,820 for City's contribution to the Project); (3) provide that the City would pay each approved draw in proportion to the City's contribution to the Project; and (4) provide that Developer would be responsible for the entire scope of the Project, including the underground utility work, and assuming the GMP costs exceeding the City's Contribution; and

On March 9, 2016, pursuant Resolution 2016-29330, the Mayor and City Commission approved Amendment No. 2 to the Development Agreement: (1) adding the additional work to the Development Agreement as an approved change order; (2) increasing the GMP of the Project to $819,838.88, thereby increasing the City's contribution to $466,500.86; and (3) clarifying that as part of Developer assuming the GMP costs above the City's Contribution, Developer shall pay the cost of any environmental studies or any required remediation relating to the Project; and

During the construction process, the following additional work, having a cost of $41,203.75, was required: 1) during the excavation contractor encountered FPL duct bank in conflict with the work; 2) FPL requested to run a secondary wire run from new electrical room to FPL hand-hole; 3) FPL work requiring relocation of hand-hole for the new service point connection was required, 4) removal of unsuitable material and replacement with limerock was required, and 5) the construction of a planter ellipse to protect existing Copper Pod trees. The developer also requested additional design related changes to the project, in the total sum of $40,751.61, at developer's sole cost. The City's proportionate contribution (56.90%) of the additional work is $23,444.93, which change will be memorialized in a change order. This change order increases the GMP total amount from $819,838.88 to $861,042.63, thereby increasing the City's contribution to the Project to $479,853.16.

The Administration recommends approving Amendment No. 3 to the Development Agreement, incorporating the additional work, thereby increasing the GMP of the Project to $843,305.13 and the City's contribution to $489,945.80.

Advisory Board Recommendation:

See above summary.

Financial Information:

Source of Funds:		Amount	Account
R.D. CPR	1	$19,245	365-2767-069351
	2	$ 4,200	168-1985-000312
	3		
	Total	$23,445	

Financial Impact Summary: Funds for this project were approved by the City Commission as part of the City Center Redevelopment District Funds (City Center RDA) in the FY 2012/13 and FY 2013/14 Capital Budget.

City Clerk's Office Legislative Tracking:

Bruce Mowry, Ph.D., P.E., Ext. 6565

Sign-Offs:

Ast. Department Director	Assistant City Manager/DPW	City Manager
JJF	ETC	JLM

T:\AGENDA\2016\July\PUBLIC WORKS\Euclid Street End GMP Amedment summary

MIAMIBEACH

AGENDA ITEM R7N

DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND JAMECK DEVELOPMENT, INC. (JAMECK OR DEVELOPER), DATED JULY 23, 2014, FOR THE DESIGN, DEVELOPMENT, AND CONSTRUCTION OF CERTAIN STREETSCAPE IMPROVEMENTS IN THE CITY'S RIGHT OF WAY, AT THE PORTION OF EUCLID AVENUE BETWEEN LINCOLN ROAD AND LINCOLN LANE SOUTH (THE PROJECT); SAID AMENDMENT: (1) APPROVING A CITY REQUESTED CHANGE ORDER, IN THE AMOUNT OF $41,203.75, RELATING TO UNFORESEEN SITE CONDITIONS, NEW FP&L SERVICE POINT, HANDHOLE AND RISER, AND CONSTRUCTION OF PLANTER ELLIPSE TO PROTECT EXISTING COPPER POD TREES; (2) INCREASING THE GUARANTEED MAXIMUM PRICE (GMP) OF THE PROJECT FROM $819,838.88 TO $861,042.63 IN CONNECTION WITH SAID CHANGE ORDER; AND (3) INCREASING THE CITY'S BUDGETED COSTS FOR THE PROJECT, FROM $466,500.86 TO $489,945.80 TO INCLUDE THE CITY'S PROPORTIONATE SHARE OF THE CHANGE ORDER, IN THE AMOUNT OF $23,444.93.**

KEY INTENDED OUTCOME SUPPORTED

Ensure well designed quality capital projects
Increase Community Satisfaction with City Services

FUNDING

$ 19,245	365-2767-069358
$ 4,200	168-1985-000312
$ 23,445	

BACKGROUND

Jameck Development, Inc. (Developer) approached the City to enter into a development agreement for the closure of a portion of Euclid Avenue, between Lincoln Road and Lincoln Lane South, to vehicular traffic, as part of an extension of the Lincoln Road pedestrian mall, and the construction of streetscape improvements in the City's right-of-way (the Project).

This Project will benefit the public in the following ways: (a) by removing delivery vehicles at the end of Euclid Avenue just south of Lincoln Road and establishing a delivery vehicle loading zone at Lincoln Lane South that will permit such vehicles to travel east or west through Lincoln Lane South instead of having to back up and turn around to exit on Euclid Avenue; (b) by providing the Flamingo Park residents with an entrance to Lincoln Road off Euclid Avenue; and (c) by creating more space for performances at the Euclid Oval.

On June 5, 2013, the Mayor and City Commission adopted Resolution No. 2013-28236, approving the Conceptual Plan and authorizing the City Manager to enter into negotiations with the Developer to design and build the Project.

At its June 11, 2014 meeting, the City Commission approved Resolution No. 2014-28628, approving the Development Agreement between Jameck and the City on first reading.

At its July 23, 2014 meeting, the Mayor and City Commission approved Resolution No. 2014-28673 approving the Development Agreement on second and final reading.

The Project had a total budgeted cost to the City of $485,820 (City's cost), with any additional funds for the Project to be covered by the Developer. Such City funds were to be appropriated from Miami Beach Redevelopment Agency (Historic Convention Village/City Center RDA) Funds.

ANALYSIS

On September 2, 2015, pursuant to Resolution Number 2015-29127, the Mayor and City Commission approved Amendment No.1 to the Development Agreement, increasing the guaranteed maximum price (GMP) of the Project to $786,200 due to increases in construction costs; with the Developer paying for any Project costs in excess of the City's cost.

On October 14, 2015, pursuant Resolution 2015-29158, the Mayor and City Commission approved amending Resolution Number 2015-29127, relating to Amendment No. 1 to the Development Agreement, increasing the guaranteed maximum price (GMP) of the Project to $806,340, due to bond insurance requirements, with the Developer paying for any Project costs in excess of the City's cost.

On March 9, 2016, pursuant Resolution 2016-29330, the Mayor and City Commission approved Amendment No.2 to the Development Agreement, increasing the guaranteed maximum price (GMP) of the Project to $819,838.88; due to additional landscape work to comply with City's request to keep existing Copper Pod trees at the current location with the Developer paying for any Project costs in excess of the City's cost.

Thereafter, during the construction process the following additional work was required: 1) during the excavation of drainage piping the contractor encountered FPL duct bank in

conflict with the work that required adjustments, 2) FPL requested to run a secondary wire run from new electrical room to the FPL hand-hole, 3) FPL work for the installation of the relocated hand-hole for the new service point connection, 4) removal of unsuitable material and replacement with limerock, and 5) the construction of a planter ellipse to protect existing Copper Pod trees on the north side that was not part of the original design. The total cost of the additional work is in the amount of $41,203.75, and the City's proportionate contribution (56.90%) of this cost is $23,444.93. This change increases the GMP total amount from $819,838.88 to $861,042.63.

The Developer has also requested additional changes to the project related to 1) Installation of two additional removable non-luminous bollards and two non-removable non-luminous bollards, 2) modification of concrete color type to better match existing conditions, 3) supply and install Euclid Tamoseal waterproof system sealer to planter/ellipse, 4) Apply stucco outside planter/ellipse, and 5) apply concrete sealer to planter/ellipse. The Cost for this work is in the amount of $40,751.61 and will be 100% covered by the developer.

Public Work Department staff has reviewed the cost proposals and deemed the cost acceptable based on the expressed scope, site conditions, and the risk associated with performing such work.

CONCLUSION

The Administration recommends approving Amendment No. 3 to the Development Agreement, increasing the GMP Project cost to reflect $861,042.63, with the Developer assuming the GMP costs above the City's Contribution, and reflecting the inclusion of the Additional work in Amendment No. 3 to the Development Agreement.

JLM/ETC/JE/BAM/WRB/JMR

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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, Endorsing, As Required Pursuant To Section 18-2 Of The Miami-Dade County Code, The Creation By Miami-Dade County Of Special Taxing Districts For Di Lido Island And San Marino Island, Respectively, For The Undergrounding Of Overhead Utilities, Subject To And Contingent Upon Compliance With And Satisfaction Of The Requirements For The Creation Of Special Taxing Districts, As Set Forth In Chapter 18 Of The Miami-Dade County Code.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability

Item Summary/Recommendation:

The Venetian Island Homeowners Association ("HOA") has approached the City of Miami Beach about the creation of special taxing districts to fund the undergrounding of overhead utilities on Di Lido and San Marino Islands (the "Districts"). Specifically, the HOA seeks to relocate underground the following overhead utilities: electric (FPL), telephone (AT&T), and cable television (Atlantic Broadband).

Section 18-2 of the Miami-Dade County Code provides that no special taxing district created pursuant to Chapter 18 "shall be comprised solely of a municipality or embrace all or part of a municipality without the approval of the governing body of such municipality." As such, the prior approval of the Mayor and City Commission is required before the County may create the requested Districts. The HOA has requested that the City provide the requisite approval by adopting this Resolution.

Upon the County's successful creation of the Districts, the City and County would need to enter into an interlocal agreement, pursuant to which the County would fund the upfront costs associated with relocating the utilities underground and managing the construction of the project.

In addition to the proposed City Resolution (which is the only action required of the City pursuant to Chapter 18 of the County Code), the County Code requires that either the County Mayor or 50% of the property owners within the proposed Districts sign a petition requesting the establishment of the Districts. Upon receipt of such petition, the County Clerk shall transmit a copy to the County Mayor, who shall examine the petition and file a written report with the Clerk.

If the County Mayor finds that the petition meets the requirements of Chapter 18, the County Mayor shall conduct a cost and feasibility study and prepare a report that meets the specific requirements set forth in Section 18-3(c) of the County Code. Once the report is finalized, the County Clerk shall set a public hearing for the Board of County Commissioners to hear testimony, consider any objections, and determine whether to grant the petition to create the Districts.

Following the public hearing, if the Board of County Commissioners decides to grant the petition, it shall adopt an ordinance establishing the Districts.

Costs

Though the County will finance the project and levy and collect the special assessments, it is anticipated that the City will manage the construction of these improvements. For this reason, an interlocal agreement will be required.
The total cost of the project will include estimates from the utility companies, financial consultant fees, and the reimbursable expenses of the HOA.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

n/a

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:

Assistant Department Director	Assistant City Manager/DPW	City Manager
JJF_____	ETC_____	JLM_____

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ENDORSING, AS REQUIRED PURSUANT TO SECTION 18-2 OF THE MIAMI-DADE COUNTY CODE, THE CREATION BY MIAMI-DADE COUNTY OF SPECIAL TAXING DISTRICTS FOR DI LIDO ISLAND AND SAN MARINO ISLAND, RESPECTIVELY, FOR THE UNDERGROUNDING OF OVERHEAD UTILITIES, SUBJECT TO AND CONTINGENT UPON COMPLIANCE WITH AND SATISFACTION OF THE REQUIREMENTS FOR THE CREATION OF SPECIAL TAXING DISTRICTS, AS SET FORTH IN CHAPTER 18 OF THE MIAMI-DADE COUNTY CODE.**

ANALYSIS

The Venetian Island Homeowners Association ("HOA") has approached the City of Miami Beach about the creation of special taxing districts to fund the undergrounding of overhead utilities on Di Lido and San Marino Islands (the "Districts"). Specifically, the HOA seeks to relocate underground the following overhead utilities: electric (FPL), telephone (AT&T), and cable television (Atlantic Broadband).

Section 18-2 of the Miami-Dade County Code provides that no special taxing district created pursuant to Chapter 18 "shall be comprised solely of a municipality or embrace all or part of a municipality without the approval of the governing body of such municipality." As such, the prior approval of the Mayor and City Commission is required before the County may create the requested Districts. The HOA has requested that the City provide the requisite approval by adopting this Resolution.

Upon the County's successful creation of the Districts, the City and County would need to enter into an interlocal agreement, pursuant to which the County would fund the upfront costs associated with relocating the utilities underground and managing the construction of the project.

In addition to the proposed City Resolution (which is the only action required of the City pursuant to Chapter 18 of the County Code), the County Code requires that either the County Mayor or 50% of the property owners within the proposed Districts sign a petition requesting the establishment of the Districts.

Upon receipt of such petition, the County Clerk shall transmit a copy to the County Mayor, who shall examine the petition and file a written report with the Clerk.

If the County Mayor finds that the petition meets the requirements of Chapter 18, the County Mayor shall conduct a cost and feasibility study and prepare a report that meets the specific requirements

set forth in Section 18-3(c) of the County Code. Once the report is finalized, the County Clerk shall set a public hearing for the Board of County Commissioners to hear testimony, consider any objections, and determine whether to grant the petition to create the Districts.

Following the public hearing, if the Board of County Commissioners decides to grant the petition, it shall adopt an ordinance establishing the Districts.

Costs

Though the County will finance the project and levy and collect the special assessments, it is anticipated that the City will manage the construction of these improvements. For this reason, an interlocal agreement will be required.

The total cost of the project will include estimates from the utility companies, financial consultant fees, and the reimbursable expenses of the HOA.

CONCLUSION

The Administration recommends approval of the Resolution endorsing the creation by Miami-Dade County of special taxing districts on Di Lido and San Marino Islands for the undergrounding of overhead utilities.

JLM/ETC/BAM/JJF

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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 NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE REGARDING THE IMPLEMENTATION OF AN INTELLIGENT TRANSPORTATION SYSTEM AND SMART PARKING SYSTEM THROUGHOUT THE CITY

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

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

Item Summary:

In November 2015, the City of Miami Beach issued a notice to proceed to Kimley-Horn and Associates (KHA) for Program Management Services for the City's Intelligent Transportation System (ITS) and Smart Parking System (SPS) project. The City and KHA, together with Miami Dade County (County), Florida Department of Transportation (FDOT), and Miami-Dade Expressway Authority, have worked to develop the system requirements, operational scenarios, performance measures, and other project elements that comprise the Project Plan Report. The ITS and SPS project will utilize state-of-the-art technology to improve traffic flow, parking efficiency, and provide real-time traffic information to the monitoring public. Ultimately, the project will employ the following elements along 20 major corridors in the City:

ITS	Closed Circuit Television (C.C.T.V.) Cameras	SPS	Parking Space Vehicle Detectors at Garages
	Travel Time Detector Devices		Parking Space Vehicle Detectors at Parking Lots
	Causeway and Arterial Digital Message Signs (DMS)		Parking Space Vehicle Detectors at Selected Corridors
	Automatic Data Collection Devices		Digital Message Signs at Garages and Parking Lots
	Traffic Management Center (TMC)		Improvements to Cellular Phone Application for Parking Capacity
	Adaptive Traffic Signalization (ATSC)- Optional		

The total project cost for implementation of ITS and SPS city-wide, the TMC, and ATSC for 40 intersections in the City is approximately $14.5 Million (not including $2 Million for ATSC); however, given that the project is partially funded ($2.81 Million appropriated and $2.0 million requested for FY 2016/17), the Program Manager has phased the project to be implemented as funding becomes available. In addition, the different project components were further broken down to allow the City to choose which components should be prioritized per phase. The operation and maintenance for this project is recommended to be performance-based with payments based on hours of operation and staffing, equipment performance, equipment accuracy, and other specific measures to ensure appropriate service.

At the June 10, 2016, Neighborhood/Community Affair Committee (NCAC) meeting, an overview of the project, anticipated costs, phasing, and next steps were presented. At the meeting, the NCAC members recommended that the project continue to move forward as scheduled and that one-on-one meetings be set up with each City Commissioner to provide more details on the project. Additionally, the NCAC passed a motion recommending that the City's TMC be co-located at the Florida Department of Transportation District 6 TMC and that the ITS/SPS communication network be wireless as opposed to fiber or a hybrid of fiber and wireless. Staff anticipates that the draft Request for Proposal will be brought to the City Commission meeting in September for authorization to issue.

The City has met with the County to coordinate the ITS/SPS/ATSC project with current county traffic signal upgrade efforts. Staff has learned that the County is currently exploring the installation of new traffic signal controllers countywide which will provide capacity for newer technology; however, no plan or funding or has been identified for the implementation of this initiative. The County also plans to install cameras and travel time detectors on 12 corridors, with only one located in Miami Beach; Harding Ave/Abbot Ave/Indian Creek Drive form 85th Street to 63rd Street, however funding has not been finalized . It is worth noting that the County's installation of new controllers does not include the deployment of ATSC. The County has indicated that ATSC will be explored as subsequent phase to the traffic signal controller improvements. No exact timeline or formal plan has been developed by the County for future implementation of this technology. All proposed ITS, SPS, and ATSC improvements by the City are being coordinated closely with the County and FDOT.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
OBPI	Total		
Financial Impact Summary:			

City Clerk's Office Legislative Tracking:

Jose R. Gonzalez, P.E.

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JRG SRG	KGB	JLM

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE REGARDING THE IMPLEMENTATION OF AN INTELLIGENT TRANSPORTATION SYSTEM AND SMART PARKING SYSTEM THROUGHOUT THE CITY**

BACKGROUND

In November 2015, the City of Miami Beach issued a notice to proceed to Kimley-Horn and Associates (KHA) for Program Management Services for the City's Intelligent Transportation System (ITS) and Smart Parking System (SPS) project. The City and KHA have worked together to develop the system requirements, operational scenarios, performance measures, and other project elements that comprise the Project Plan Report. In addition, the Program Manager is also developing the Concept of Operation Report and the Project Systems Engineering Management Plan Report. These documents are necessary to outline the vision, expectations, specifications, performance measures, and other details that are necessary for Contractors to respond to the project procurement.

In order to develop the ITS and SPS Project requirements, the City's Transportation Department in conjunction with the Program Manager (KHA) organized a Technical Steering Committee (TSC) comprised of members from the Florida Department of Transportation (FDOT), Miami-Dade County Department of Transportation and Public Works (DTPW), Miami-Dade Expressway Authority (MDX), Florida International University (FIU), City of Miami Beach Parking Department, City of Miami Beach Information Technology Department, and the City of Miami Beach Police Department. The interagency group met bi-weekly for a span of 12 weeks to discuss project details and key milestones. The input and coordination resulting from the TSC meetings provided valuable details to consider through all aspects of the project life.

The City of Miami Beach ITS and SPS project proposes to utilize state-of-the-art technology to improve traffic flow, parking efficiency, and provide real-time traffic information to the motoring public. The project ultimately is envisioned employ the following elements along 20 major corridors in the City:

ITS

- Closed Circuit Television (C.C.T.V.) Cameras
- Travel Time Detector Devices

- Causeway and Arterial Digital Message Signs (DMS)
- Automatic Data Collection Devices
- Traffic Management Center

SPS

- Parking Space Vehicle Detectors at Garages
- Parking Space Vehicle Detectors at Parking Lots
- Parking Space Vehicle Detectors at Selected Corridors
- Digital Message Signs at Garages and Parking Lots
- Improvements to Cellular Phone Application for Parking Capacity

It is worth highlighting, that all the above ground technology proposed in this project will be aesthetic and contextual to Miami Beach. With the implementation of the ITS and SPS Project, the driver will experience improved travel times and be provided clear and real-time information on parking and traffic conditions.

The technology described will enable drivers coming to an event in Miami Beach to review real time parking (including parking lots) and traffic conditions via a cellular phone application prior to leaving their home. Once the trip starts, drivers will be advised of any congestion or accidents in Miami Beach Causeways as early as State Road 836, State Road 112, and Interstate 95, Harding Avenue (City Limits) via the existing FDOT DMS and proposed DMS. This can be made possible through the partnership between the City and FDOT that has been achieved during the planning process of the City's ITS and SPS Project. Once drivers reach the City Causeways, they will receive information on traffic conditions, incidents affecting traffic, and travel times along the City arterials, as well as information on parking facilities and parking availability. This function can be possible through the communication between the parking detection technology, the traffic management center, and the causeway DMSs. Once in the City roadways, additional DMSs will be providing specific information to drivers on parking availability, travel time, and incidents. Once the driver has reached a parking garage or other facility, they will be notified as to parking availability per floor via a DMS outside each garage access. In the garage, the driver will know exactly what parking space is open through a light sensor. Existing technology can also afford the City the possibility of making parking spaces available for pre-reservation for certain events.

Similar to the scenario described above, the technology proposed in this project will be able to adjust to roadway incidents, such as accidents, emergency construction or lane closures, bridge closures, special events, and others. The implementation of the proposed technology will also reduce the number of police officers needed for traffic control, reduce congestion, reduce gasoline consumption, and reduce greenhouse gas emissions.

<u>Traffic Management Center</u>

As part of the ITS and SPS project, a Traffic Management Center (TMC) will be implemented and staffed with traffic operators to monitor traffic conditions and deploy traffic management initiatives. All the aforementioned devices will communicate back to the TMC where data will be compiled, analyzed, and utilized for real-time decision making on management initiatives, traffic routing, and incident management.

Adaptive Traffic Signal Control

In addition to the technologies previously described, the Project Plan documents Adaptive Traffic Signal Control (ATSC) as an optional service in for the project procurement. Adaptive Signals have been around for a number of years; however, there has been no implementation of this technology in Miami-Dade County. This technology is constantly collecting data and assigning green time at intersections based on real-time traffic conditions. The City of Miami Beach worked with Florida Atlantic University (FAU) to complete a micro-simulation study for Adaptive Signals along 41st Street. The study evaluated two (2) technologies and quantified their respective improvement and cost with the intent of making a recommendation for an Adaptive Signal technology to be deployed in Miami Beach. Overall, the study found that Adaptive Traffic Signal Control would be beneficial in reducing daily delays for the corridor. Based on funding availability and current coordination with the County, the project can implement ATSC for major corridors throughout the City.

Communication

To ensure that all devices are operating efficiently, the system must be equipped with reliable communication. For the purpose of this project, the Program Manager has investigated reliability and cost for various communication configurations. Typically, ITS Projects rely primarily on fiber lines to provide communication for all devices. The Program Manager estimated the installation of City-owned City-wide fiber. The cost of installing City-wide fiber is approximately $50 Million. It is worth highlighting that City-wide fiber would serve all departments in the City as well as residents if the City chose to provide communications services. Given the high cost of installation for City-owned fiber, the Program Manager identified other communication configurations that can work for this project. One of the options is to install a City-owned hybrid network comprised of fiber trunk lines complemented with wireless service. This has been estimated to have a cost of $20 Million. Another option identified by the Program Manager is for the City to lease fiber lines from a private provider to serve only this project. Based on preliminary conversations with private providers, this would have a cost of approximately $2,000,000 per year. The last option reviewed for this project was the implementation of a robust wireless system to serve this project. This option would have a cost of $2 Million. It is worth noting that the wireless was the option utilized for the purpose of estimating the project cost per phase.

The City of Miami Beach is the only City in the South Florida region pursuing a project with these innovative characteristics and combining elements such as ITS and Parking.

ANALYSIS

At the June 10 Neighborhood/Community Affair Committee, staff and the City's Program Manager presented an overview of the project, anticipated costs, phasing, and next steps. The total project cost for implementation ITS and SPS City-wide, and a TMC is approximately $15.5 Million (not including $2 Million for ATSC at 40 intersections); however, given that the project is partially funded ($2.81 Million appropriated and $2 Million requested for FY 2016/2017), the Program Manager has phased the project to be implemented as funding becomes available.. The project was phased as follows:

Phase 1:

- 17th Street from Dade Boulevard to Collins Avenue

- Dade Boulevard from Alton Road to 23rd Street
- Alton Road from Julia Tuttle to 5th Street
- MacArthur Causeway from City Limits to 5th Street/Alton Road
- Julia Tuttle Causeway from City Limits to Alton Road

    - ITS: $2,656,000 Million (including deployment of 18 DMS)
    - TMC: $250,000
    - Communications: $370,000
    - SPS (DMS integration): $800,000
    - Operation and Maintenance: $850,000

Phases 2 through 6 include the implementation of ITS along other major corridors. In addition, these phases include additional staff in the TMC and increasing the communication capabilities to serve the additional corridors. These corridors include:

- 5th Street from Alton Road to Collins Avenue
- Washington Avenue from 5th Street to Dade Boulevard
- 41st Street from Collins Avenue to Julia Tuttle Causeway
- Collins Avenue from 23rd Street to 44th Street
- Indian Creek Drive/Collins Avenue from 44th Street to City Limits
- Alton Road from Julia Tuttle Causeway to 63rd Street
- 63rd Street from Alton Road to Indian Creek Drive
- ITS: $Collins Avenue from 5th Street to 23rd Street
- Indian Creek Drive from 26th Street to 44th Street
- Harding Avenue/Abbott Avenue/Indian Creek Drive from City Limits to Indian Creek Drive
- 71st Street/Normandy Drive from City Limits to Collins Avenue
- Meridian Avenue from 5th Street to 17th Street
- West Avenue from 5th Street to 17th Street

The total cost of implementation of Phases 2 through 6 is $3.75 Million. Operations and Maintenance Costs for full project implementation have been estimated to be $2.8 Million. The City will pursue these faces as additional funding is available.

Additional phases of this project also include the implementation of SPS for 10 City Garages and 40 Parking Lots and the implementation of Adaptive Traffic Signal Control for three (3) principal corridors (40 intersections) in the City. These corridors include Alton Road from 5th Street to 17th Street, 41st Street from Alton Road to Collins Avenue, and Abbott Avenue/Indian Creek Drive from 85th Street to 63rd Street. The estimated total cost for SPS is $6 Million while the cost for Adaptive Traffic Signal Control is $2 Million. The City is currently pursuing federal grant funding to assist in funding the project. If the City was awarded the total amount requested in grant funding, the entire project could be funded; however, with the current funding availability only a portion of the ITS project can be funded.

The operation and maintenance for this project is recommended to be performance based with payments with payments based on hours of operation and staffing, equipment performance, equipment accuracy, and other specific measures that will assist the City in managing the operations of the service. At the meeting, the NCAC members recommended that the project

continue to move forward as scheduled and that one-on-one meetings be set up with each City Commissioner to provide more details on the project.

Staff anticipates that the draft Request for Proposal will be brought to the September City Commission meeting for authorization to issue.

As previously mentioned, the City collaborated with Miami-Dade County in the planning for this project. Earlier this year, DTPW partnered with FDOT to implement congestion management initiatives along 12 of the worst congested corridors throughout the County. Although not initially included, the City coordinated with both DTPW and FDOT to include southbound Harding Avenue/Abbott Avenue/Indian Creek Drive between 85th Street and 63rd Street. The scope of the project includes signal optimization study throughout the corridor and installation of C.C.T.V. Cameras to monitor the corridor. The signal optimization study is currently under review by FDOT and will be shared with Commission once results are received by the City. The signal optimization is currently underway and Miami-Dade County has installed the Cameras. The City has already made contact and will be pursuing a video sharing agreement with Miami-Dade County as part of the ITS and SPS Project to obtain access to the camera feeds for the corridor. In addition, the City is also willing to share feed of all proposed C.C.T.V. cameras. This collaboration will help both agencies leverage existing plans and resources to maximize coverage while managing costs.

The City has met with the County to coordinate the project with current county efforts. In those meetings, staff has learned that the County is currently exploring the installation of new traffic signal controllers to allow for additional signal patterns and improved transitions countywide; however, no plan funding or has been identified for the implementation. County staff has indicated that Adaptive Signals will be explored as Phase II to the traffic signal controller improvements. At this time, no exact timeline or written plan has been developed by the County for future implementation of this technology. The City will continue to coordinate with the County and advance its Adaptive Signal project subject to funding appropriation. All proposed ITS, SPS, and Adaptive Signal improvements by the City are being coordinated closely with the County and FDOT.

RECOMMENDATION

It is recommended that the City Commission accept the recommendation of the NCAC regarding the implementation of an ITS and SPS throughout the City.

Attachment: NCAC Presentation on ITS and SPS

JLM /KGB/JRG/JFD

T:\AGENDA\2016\July\Transportation\A RESOLUTION ACCEPTING THE RECOMMENDATION OF NCAC REGARDING THE CITY OF MIAMI BEACH ITS,SPS,ATSC, AND TMC.docx

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS MAY 13, 2016 MEETING TO IMPLEMENT AN INTELLIGENT TRANSPORTATION SYSTEM AND SMART PARKING SYSTEM THROUGHOUT THE CITY.

WHEREAS, in November 2015, the City of Miami Beach issued a notice to proceed to Kimley-Horn and Associates (KHA) for Program Management Services for the City's Intelligent Transportation System (ITS) and Smart Parking System (SPS) Project ("Project"); and

WHEREAS, the City and KHA have worked together to develop the system requirements, operational scenarios, performance measures, and other Project elements that comprise the Project Plan Report; and

WHEREAS, In order to develop the ITS and SPS Project requirements, the City's Transportation Department, in conjunction with the Program Manager (KHA), organized a Technical Steering Committee (TSC) comprised of members from the Florida Department of Transportation (FDOT), Miami-Dade County Department of Transportation and Public Works (DTPW), Miami-Dade Expressway Authority (MDX), Florida International University (FIU), the City of Miami Beach Parking Department, the City of Miami Beach Information Technology Department, and the City of Miami Beach Police Department; and

WHEREAS, the City of Miami Beach ITS and SPS Project will utilize state-of-the-art technology to improve traffic flow, parking efficiency, and provide real-time traffic information to the monitoring public; and

WHEREAS, the technology proposed in this Project will be able to adjust to roadway incidents, such as accidents, emergency construction or lane closures, bridge closures, special events, and other events; and

WHEREAS, as part of the ITS and SPS Project, a Traffic Management Center (TMC), staffed with traffic operators to monitor traffic conditions and deploy traffic management initiatives, will be implemented; and

WHEREAS, at the June 10, 2016 Neighborhood/Community Affair Committee meeting, City staff and the City's Program Manager presented an overview of the Project, the anticipated costs, phasing, and next steps; and

WHEREAS, the total Project cost for the implementation of a Citywide ITS and SPS and a TMC is approximately $14.5 Million (not including $2 Million for Adaptive Traffic Signal Control at 40 intersections); however, given that the Project is partially funded ($2.81 Million), the Program Manager has phased the Project to be implemented as the Project's systems become available; and

WHEREAS, at its May 13, 2016 meeting, the NCAC supported pursuing remote parking requirements (outside the City limits) for special events and encouraging event patrons to park in remote areas; and

WHEREAS, the different Project components were further broken down to allow the City to choose which components should be prioritized per phase; and

WHEREAS, the Program Manager is currently working on the procurement specifications for a Design-Build-Operate-Maintain solicitation for the ITS and SPS Project; and

WHEREAS, City staff anticipates that authorization to issue a draft Request for Proposal will be on the September 14, 2016 City Commission agenda.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, the the Mayor and City Commission hereby accept the recommendation of the Neighborhood/Community Affairs Committee at its May 13, 2016 meeting to implement an Intelligent Transportation System and Smart Parking System throughout the City.

PASSED and **ADOPTED** this 13th day of July, 2016.

ATTEST:

Philip Levine, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/5/16
Date

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MIAMIBEACH

July 13, 2016

Incorporating Direction from NCAC

Program Management Services

for an
Intelligent Transportation Management System, Parking Management System, and Adaptive Traffic Signal Control
RFQ 2015-115-JR

Kimley»Horn

Expect More. Experience Better.

Current Traffic Management

- Existing Traffic Monitoring and Management Effort

Equipment

- 28 Cameras
- 28 Travel Time Detectors
- Construction Digital Message Signs

Process

- Incident or congestion observed to the cameras or travel time
- Reported Via Email
- If lane closures are necessary: DMS are programmed remotely
- No travel time or parking capacity information is provided because of fluctuation in that information

Annual Cost: $540,000

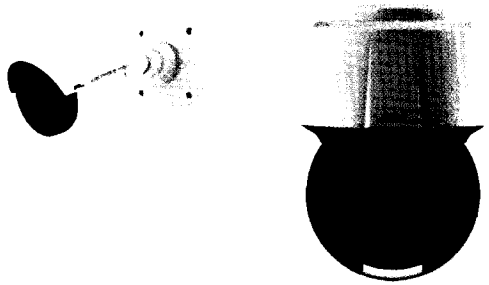
Project Overview

- 4 project components
  - Intelligent Transportation Systems (ITS)
  - Traffic Management Center (TMC)
  - Smart Parking Systems (SPS)
  - Adaptive Traffic Signal Control

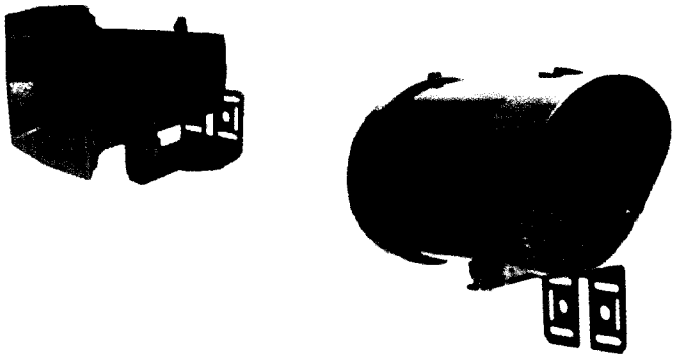
Intelligent Transportation Systems (ITS)

$6 Million

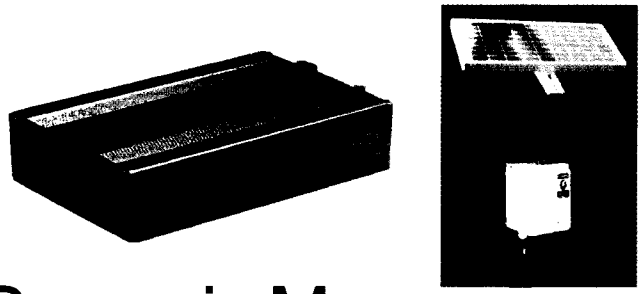
- Cameras



- Vehicle Detection



- Travel Time Detection
  - (Bluetooth or WiFi)



- Dynamic Message Signs

Operations and Maintenance (O&M)

- Maintenance and Spare Parts (10 years)
  - Based on similar projects the following was estimated
    - Maintenance: $0.7 Million per year
    - Spare Parts: $0.6 Million per year
      - Subject to change based on design approach chosen by DBOM consultant
  - 3% annual increase
- Operations/TMC Staffing (10 years)
  - Operations - 16 hours/7 days a week
  - Operators
    - 1 Manager/Signal Timing Engineer
    - 4 operators to fill 2 shifts
      - Weekday - 7AM – 3PM and 1PM – 9PM
      - Weekend – 9AM-5PM and 4PM-12AM

Phase I Total: $0.44 Million Per Year

Total Cost: $2.8 Million per year (Full Implementation)

County Initiatives

- Smart Corridor Project (12 Corridors)
  - Includes southbound Harding Avenue/Abbott Avenue/Indian Creek Drive between 85th Street and 63rd Street
  - Cameras and Travel Time Detectors Only
  - Upgrades to Traffic Signal Control System: Software and Hardware
  - No ITS implementation outside the 12 corridors
  - Adaptive Traffic Signal Control as Phase II after traffic signal controller improvements
  - Funding and Timeline: TBD
- Plan yet to be defined to support Vision for County-wide implementation
- Limited Funding for County-wide Implementation
- Expedited County-wide Implementation Dependent Upon Municipality Contributions

Traffic Management Center (TMC)

Options:

- TMC within the City - EOC, Transportation Offices, etc.
- Co-Location at FDOT District 6 SunGuide TMC

Current FDOT Staffing at District 6 TMC:

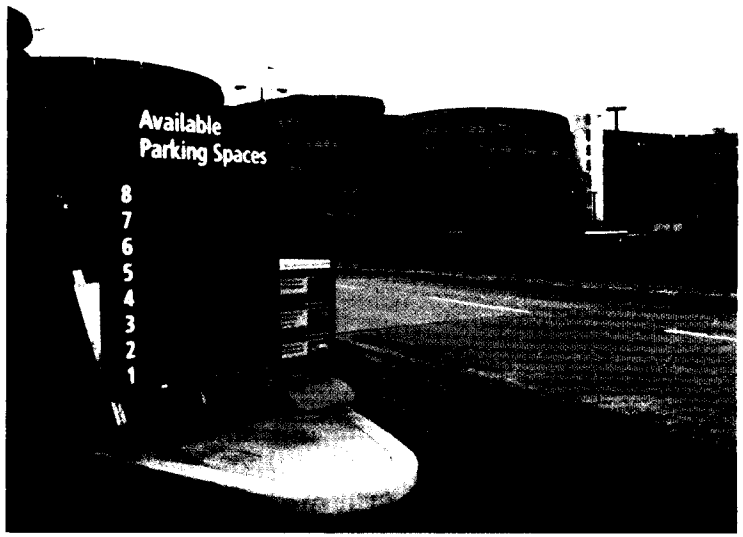
- Operating Hours: 24/7 Operations
- FDOT Staff:
  - SR 826 (2)
  - I-75 (2)
  - I-95 (4)
  - MDX (3)
  - TSM&O (1)
  - Managers (2)
  - Supervisors (2)

$1-2 Million

Smart Parking System (SPS)

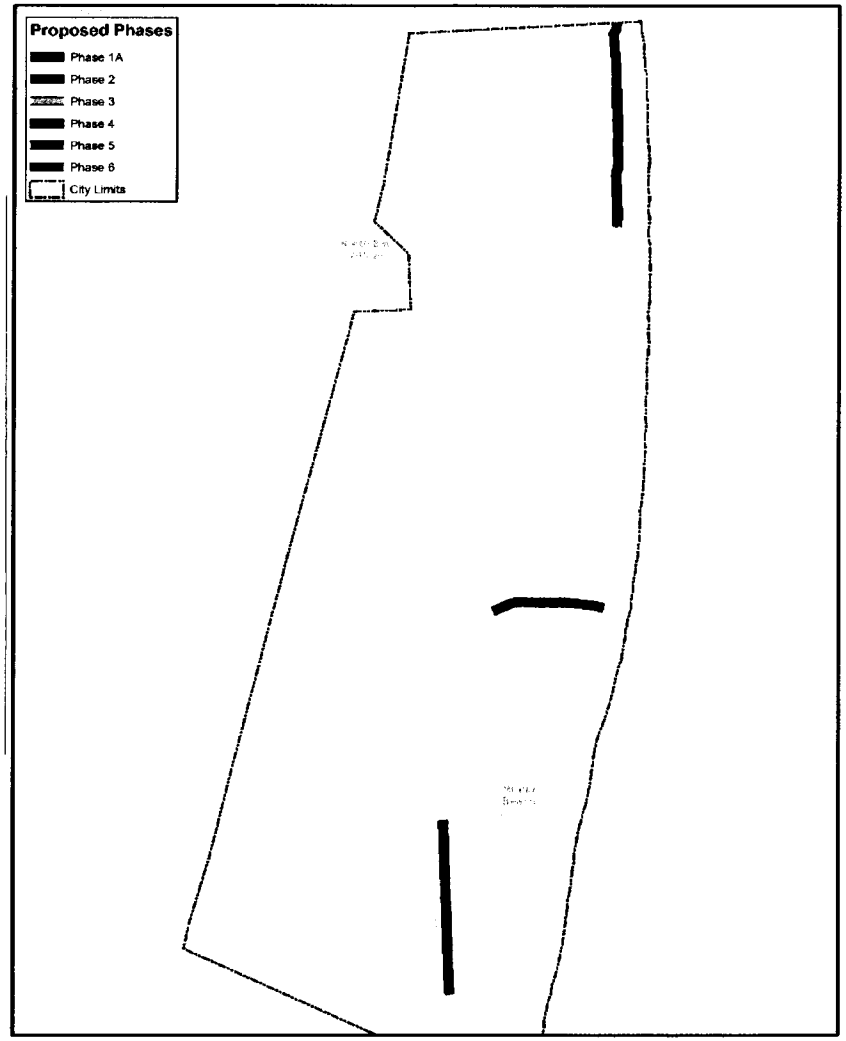
$6 Million

- Capacity in lots: All lots over 35 spaces
- Capacity by level in garage
- Displayed on dynamic message signs



Adaptive Traffic Signal Control (Optional)

- Uses sensors to track real-time traffic volumes
- Makes adjustments to signal timing based on real-time volumes
- Automatically adapts to provide more or less green signal time to where it's needed



$2 Million

(40 intersections)

Project Decisions

Project Elements for Decision

- Traffic Management Center (TMC) location
- Communications
- Phasing

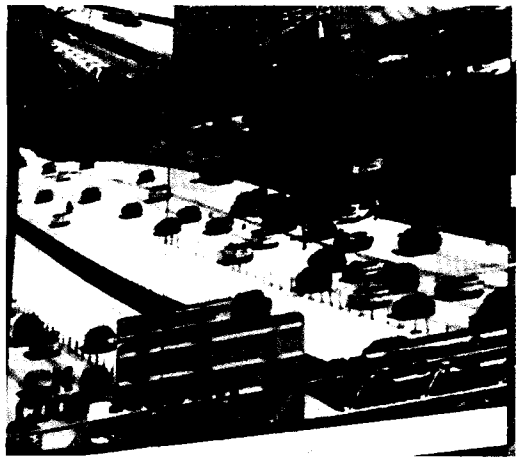
Traffic Management Center (TMC)

- TMC within the City - EOC, Transportation Offices, etc.
- Co-Location at FDOT District 6 SunGuide TMC
  - $0.25 Million (minimal operations)
  - $1-2 Million (Full Buildout)

Communication Options

- Wireless **$2 Million (preferred alternative per NCAC)**
- Fiber **$50 Million (Install Fiber throughout City)**
- Leased Fiber **$2 Million (cost of renting lines per year)**
- Hybrid **up to $20 Million (Install Fiber only Along Major Corridors)**
  - Fiber Network in combination with Wireless

Camera with Wireless Connection

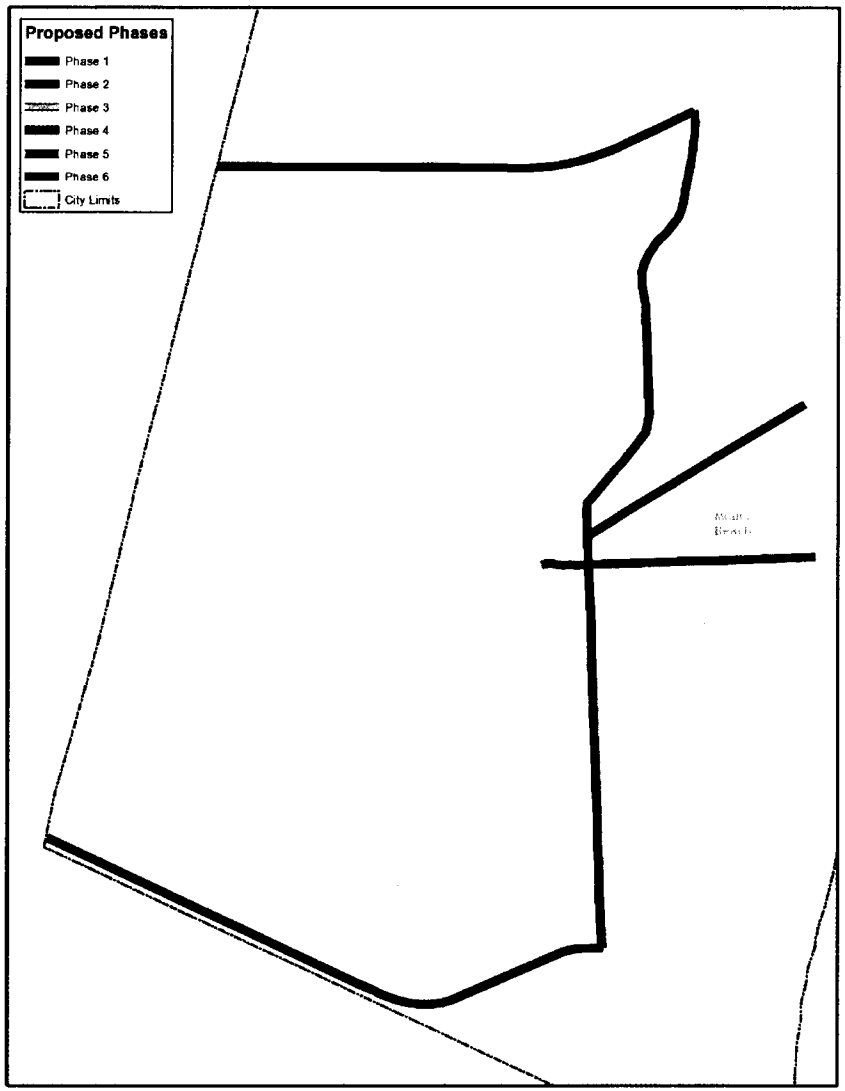


Camera with Fiber Connection

Project Phasing Options

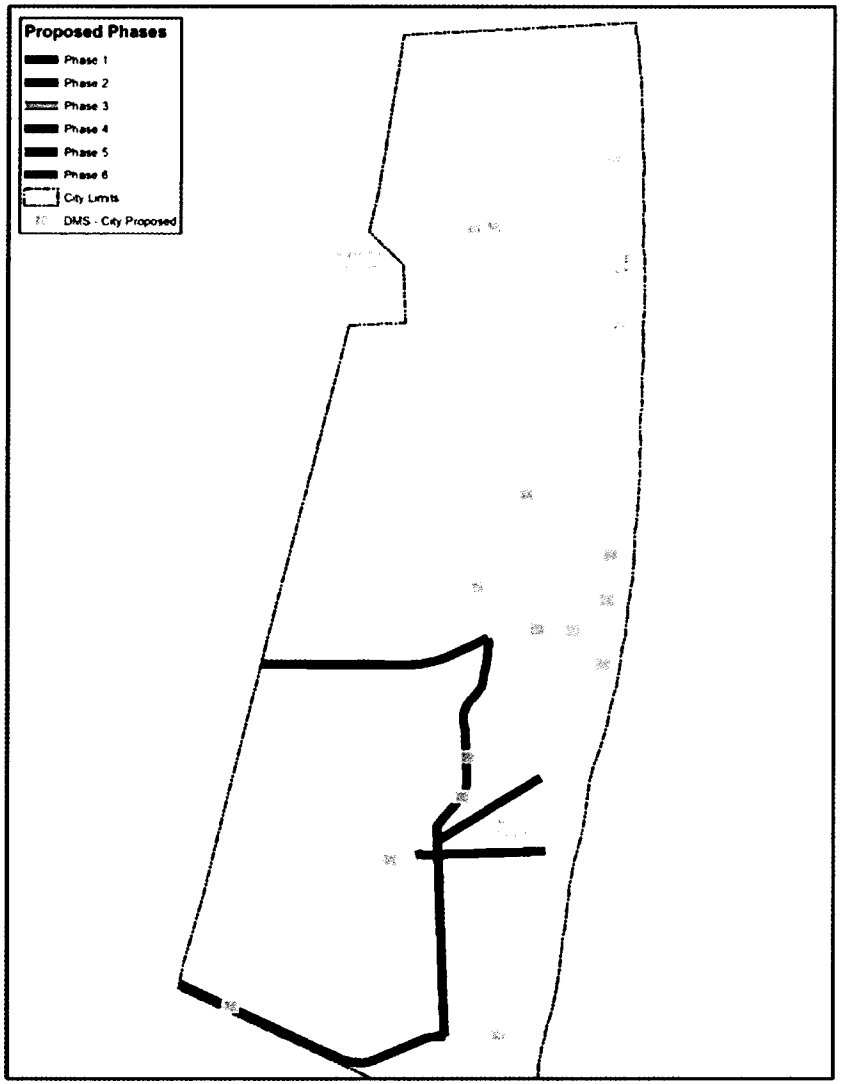
Corridor Phasing – Phase 1

- 17th Street from Collins Avenue to Dade Boulevard
- Dade Boulevard from Alton Road to 23rd Street
- Alton Road from Julia Tuttle Causeway to 17th Street
- Alton Road from 5th Street to 17th Street
- Julia Tuttle Causeway from City Limits to Alton Road
- MacArthur Causeway from City Limits to 5th Street/Alton Road



ITS Phasing – Phase 1 (DMS)

- Integration of parking availability to DMS of parking Information
- Installation of 18 DMS - replacement of portable DMS



Phase 1 Cost Breakdown

- ITS – $2.6 Million
  - Cameras: $150,000
  - DMS: $1,700,000
  - Bluetooth: $122,000
  - Cabling: $113,000
  - Power Source: $57,000
  - VDS: $32,000
  - Equipment Cabinets: $482,000
- TMC – $0.25 Million
- SPS (DMS Integration) – $0.8 Million
  - Only cost of garage capacity integration
- Communications
  - WiFi – $0.45 Million

Phase Total (with WiFi): $4.1 Million (without SPS option)

- O&M and TMC Staffing (per year) – $0.85 Million
- SPS (subject to grant funding availability) – $3.2 Million Equipment
  - Lots: $1 Million (Higher Priority)
  - Garage (level by level): $2.2 Million

Additional Phases

Phase 2
- Capital – $1.5 Million
- O&M (per year) – $1.4 Million

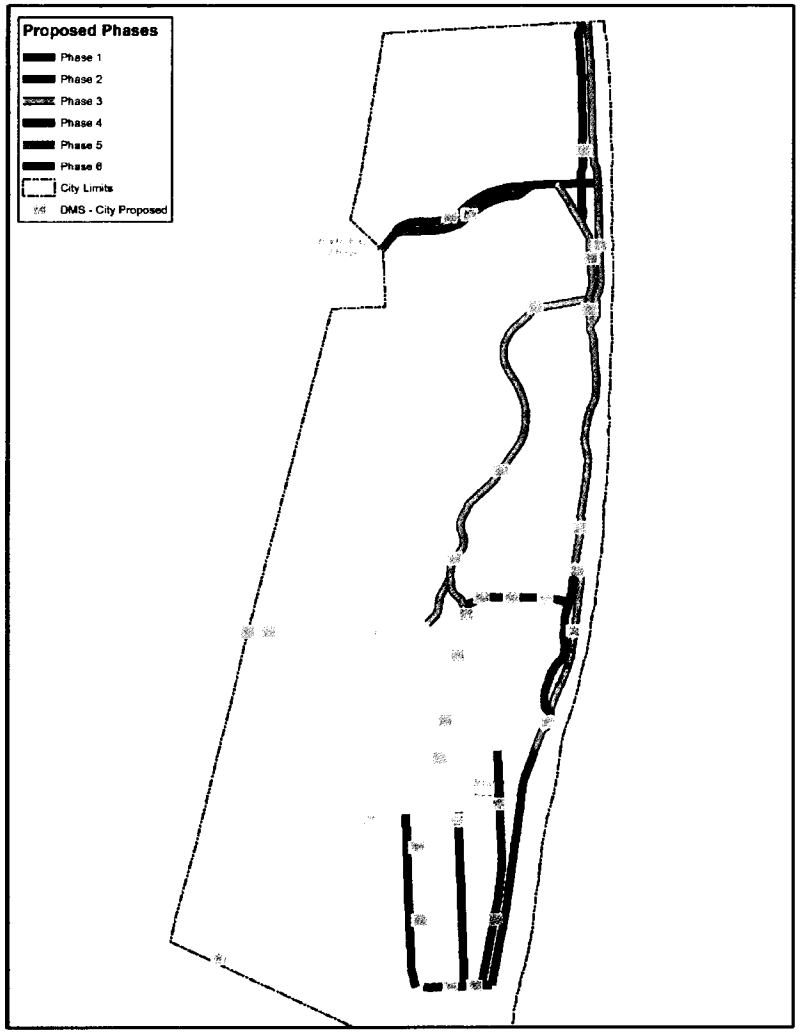
Phase 3
- Capital – $1.3 Million
- O&M (per year) – $2.0 Million

Phase 4
- Capital – $0.15 Million
- O&M (per year) – $2.3 Million

Phase 5
- Capital – $0.6 Million
- O&M (per year) – $2.6 Million

Phase 6
- Capital – $0.2 Million
- O&M (per year) – $2.8 Million

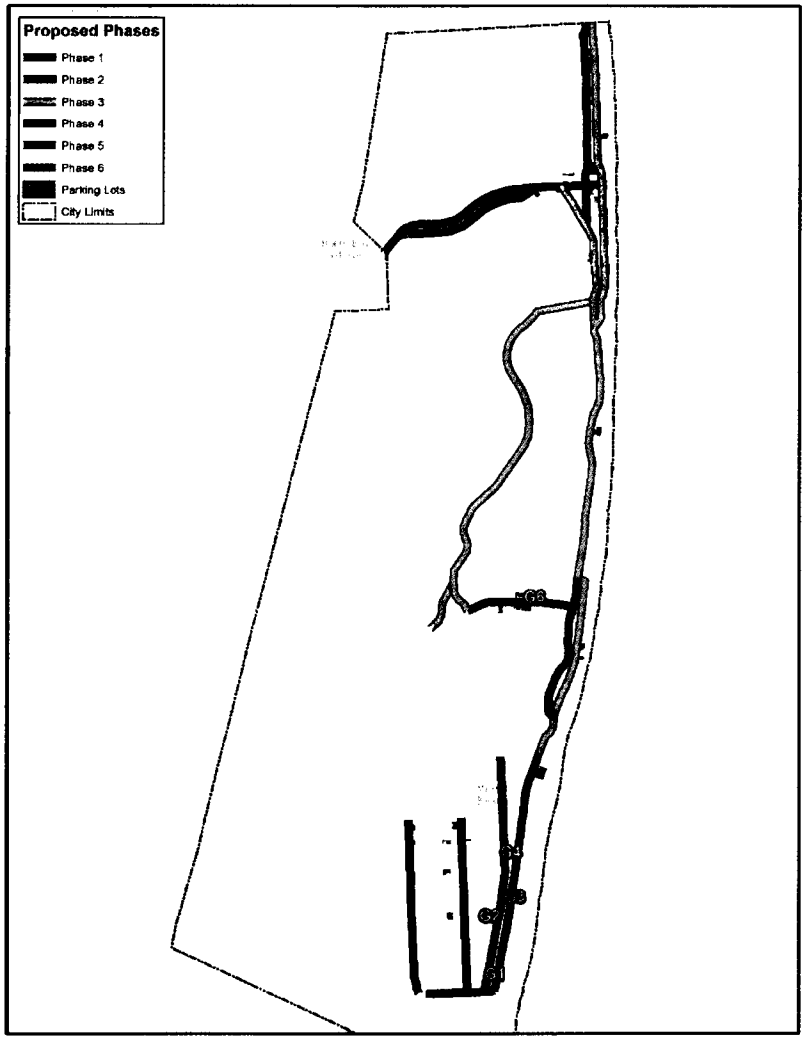
Capital Total (all phases): $3.75 Million
Average O&M: $2.8 Million per year



Subject to grant funding

Additional Phases - SPS

- SPS Lots - $1.26 Million
- SPS Garages - $0.8 Million



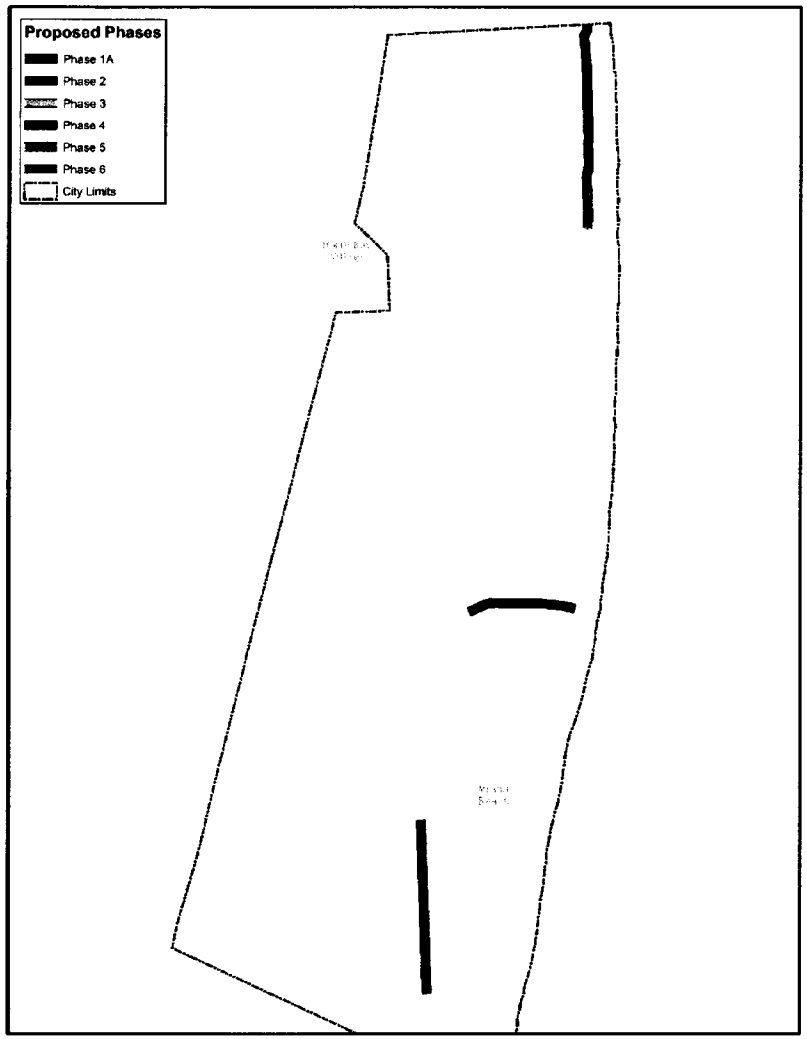
Total Cost: $2,060,000

Subject to grant funding

Adaptive Cost Breakdown

- Adaptive will be an presented as optional service in the contract
- 40 intersections ($50,000 per intersection)
  - 41st Street: 14 Intersections = $700,000
  - Abbott Avenue/Harding Avenue = $650,000
  - Alton Road: 6th Street to Dade Boulevard = $650,000

Total Cost: $2,000,000



Funding

- Currently Funded/Programmed:

  $2.81 Million (appropriated)

  $2 Million (requested for FY 16/17)

  $4.81 Million

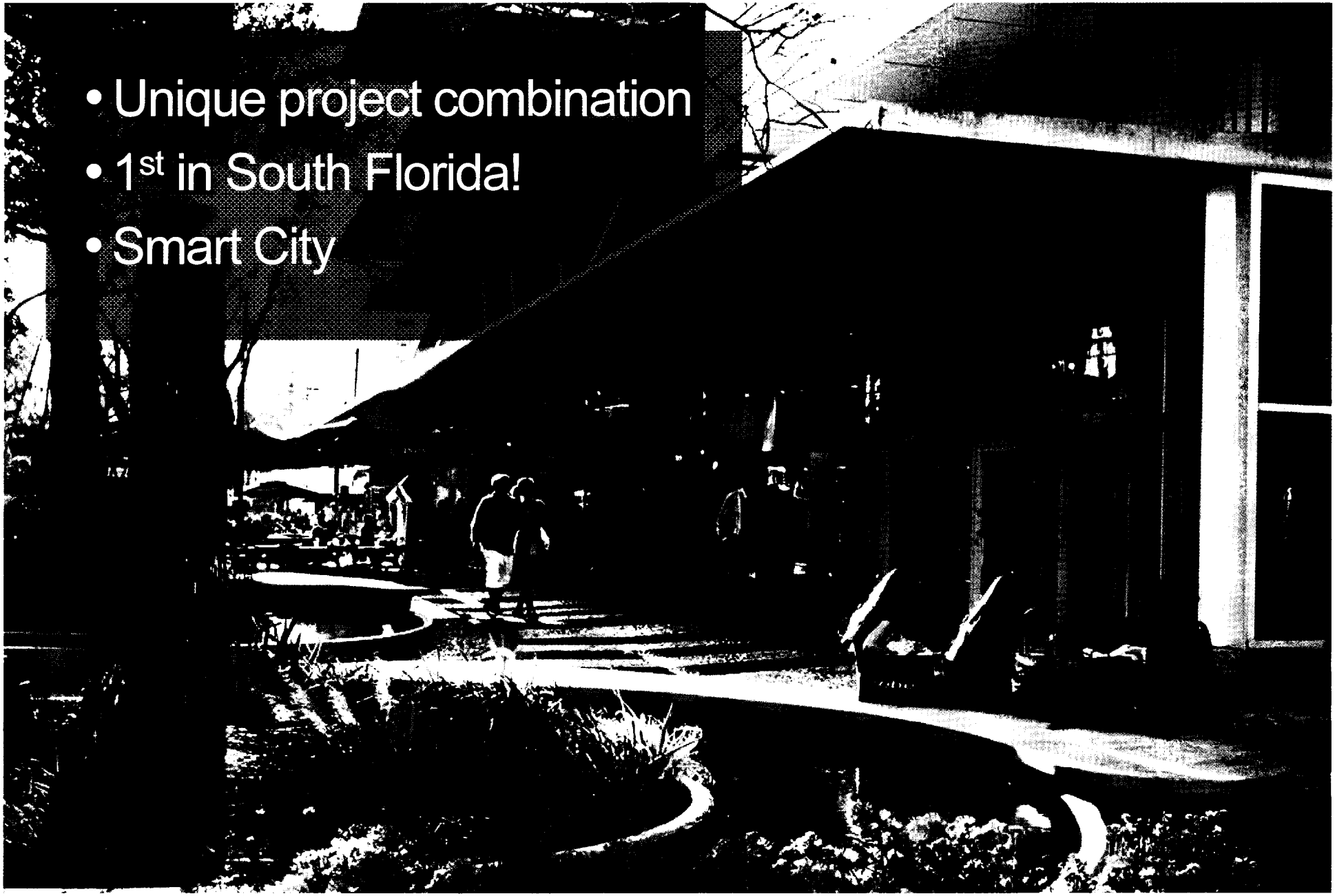
- Applied for Federal and State Grants
- Preliminary Timeline by Phase
  - Phase 1: 12 months
  - Subsequent phases based on budget availability

Next Steps

- Commission Approval of RFP – September 2016
  - Procurement - Design-Build-Operate-Maintain (DBOM)
  - Two Phase RFP
    - Phase 1: Minimum qualifications
    - Phase 2: Technical proposal and price
  - Award: Early 2017

Performance Based Contract

- Hours of Operation/Staffing
- Incident Response/Validation
- Equipment Accuracy (e.g. parking occupancy validation)
- Equipment Availability/Spare Parts
- Subsystem Availability (i.e. uptime)
- Others
  - Standard Operating Guidelines (SOG) Development/Updates
  - Meetings/Training (i.e. SunGuide® Training)
  - Preventative Maintenance


• Unique project combination
• 1st in South Florida!
• Smart City

MIAMIBEACH

Program Management Services

for an
Intelligent Transportation Management System, Parking Management System, and Adaptive Traffic Signal Control
RFQ 2015-115-JR

Kimley»Horn

Expect More. Experience Better.

Condensed Title:

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PORJECTS COMMITTEE ESTABLISHING A REQUIREMENT THAT NO LESS THAN TWENTY PERCENT (20%) OF ALL ONE-TIME UNRESTRICTED CAPITAL PAYMENTS TO THE CITY OF $500,000.00 OR MORE, INCLUDING, BUT NOT LIMITED TO, PAYMENTS RECEIVED THROUGH LEASE RE-NEGOTIATIONS, MONEY JUDGEMENTS FROM LAWSUITS, AUDIT FINDINGS, OR ANY OTHER LUMP SUM PAYMENTS SHALL BE DEPOSITED TO A TRUST FUND FOR CAPITAL OR ACQUISITION COSTS ASSOCIATED WITH MASS TRANSIT EXCLUDING REASONABLE COSTS AND ANY CAPITAL REPLACEMENT COSTS ASSOCIATED WITH THE TRANSACTION THAT RESULTED IN THE RECIEPT OF THE ONE-TIME CASH PAYMENT

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

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

Item Summary:

Currently, funding for transportation projects in the City, both in terms of capital and operating budgets, is provided from various sources listed below:

- City's share of the County Half Cent Transit Surtax (People's Transportation Plan (PTP) proceeds.
- 1% Resort Tax Quality of Life
- Parking Fees (Year End Surplus)
- Transportation Concurrency Mitigation
- Fees in Lieu of Parking
- Advertising Revenues
- Grants

For Fiscal Year 2015/16, the above funding sources are projected to generate approximately $13.2 Million in revenues towards the Transportation Department's budget. These sources alone, however, are not sufficient to fund future transportation projects identified in the City's Transportation Master Plan Project Bank adopted by the City Commission on April 13, 2016, including the Miami Beach Light Rail Transit/Modern Streetcar project and potential future extensions of the system and the Intelligent Transportation System/Smart Parking System Project. Additionally, creating new funding sources for transportation would reduce the need to use non-transportation-related funding sources such as Parking Fees (Year End Surplus) and, as a result, make those monies available to address the need for additional parking garages throughout the City.

The City of Miami recently adopted an ordinance establishing a Transportation Trust Fund. Staff conducted an analysis of the City of Miami Ordinance which consists of:

- Capital contributions of no less than 20 percent of any unrestricted one-time cash payments to the city of $500,000.00 or more, including, but not limited to, payments received through lease re-negotiations, money judgments from lawsuits, audit findings, or any other lump sum payments.
- Operation and maintenance contribution each fiscal year of no less than 0.25%
- Garage contributions

Finance and Citywide Projects Committee

This item was discussed at the June 17, 2016 Finance and Citywide Projects Committee meeting (FCWPC). The FCWPC made a motion to require that 20% of one-time unrestricted capital contributions should be deposited to a Transportation Capital Trust Fund. It was recognized that the funds generated on an annual basis may not be large, but over time, the funds would accumulate, with other existing sources that would provide funding for projects over time. Further, the FCWPC directed that dedicating a percentage of the general fund budget for Transportation operating and maintenance expenses should be considered as part of the FY2016/17 budget development process.

Given the needs of the Parking Department for parking garages, especially at intercept locations, it is not recommended that Fees in Lieu of Parking (i.e. similar to funds collected through parking ratio reductions) be committed to the Transportation Trust Fund, but rather that the use of these funds be reviewed each year as part of the review of competing priorities during the annual budget development process.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Jose R. Gonzalez, P.E.

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JRG	KGB	JLM

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PORJECTS COMMITTEE ESTABLISHING A REQUIREMENT THAT NO LESS THAN TWENTY PERCENT (20%) OF ALL ONE-TIME UNRESTRICTED CAPITAL PAYMENTS TO THE CITY OF $500,000.00 OR MORE, INCLUDING, BUT NOT LIMITED TO, PAYMENTS RECEIVED THROUGH LEASE RE-NEGOTIATIONS, MONEY JUDGEMENTS FROM LAWSUITS, AUDIT FINDINGS, OR ANY OTHER LUMP SUM PAYMENTS SHALL BE DEPOSITED TO A TRUST FUND FOR CAPITAL OR ACQUISITION COSTS ASSOCIATED WITH MASS TRANSIT EXCLUDING REASONABLE COSTS AND ANY CAPITAL REPLACEMENT COSTS ASSOCIATED WITH THE TRANSACTION THAT RESULTED IN THE RECIEPT OF THE ONE-TIME CASH PAYMENT**

BACKGROUND

Transportation Trust Funds are established by governmental entities in order to facilitate the creation, operation, and maintenance, including capital and operating costs, of mass transit and other transportation facilities within an area, including fixed mass transit routes, local circulator/trolley routes, waterborne mass transit, and public parking garages for transit enhancement purposes. Further, it is intended that transportation trust fund monies can be expended as a local share of the cost of an eligible project undertaken or developed by other governmental entities or through public-private partnerships.

This item was briefly discussed at the May 11, 2016 Finance and Citywide Projects Committee (FCWPC). At the meeting, the Committee passed a motion recommending that the Administration create a City of Miami Beach Transportation Fund to provide funding for public transportation improvements in the City.

Currently, funding for transportation projects in the City, both in terms of capital and operating budgets, is provided from various sources. Pursuant to Resolution No. 2006-26341 (Attachment A), the City will use one-time, non-recurring revenue for capital expenditures or one-time expenditures and not to subsidize recurring personnel, operations, and maintenance cost.

Current funding sources for transportation projects and whether the funds are used for capital or operating expenses are listed below:

- City's share of the County Half Cent Transit Surtax (People's Transportation Plan (PTP) proceeds. Approximately $3.8 Million per year are provided on a recurring basis and are used to fund a portion of the operations of trolley services in Miami Beach. In addition to the North Beach Loop, once the Mid-Beach Loop, Collins Link, and South Beach Trolley are

implemented, trolley services are anticipated to cost approximately $12.5 Million per year. With the implementation of the Light Rail/Modern Streetcar project, it is anticipated that approximately $3 Million per year will be used for the Streetcar project.

- 1% Resort Tax Quality of Life – Transportation (45% split): The 1% Resort Tax Quality of Life Funds are split between South Beach/Mid Beach/North Beach Capital projects, the Arts, and Transportation with 45% of the 1% going to Transportation (approximately $ 5.7 Million per year). These funds are recurring on an annual basis and used to fund the balance of trolley operations; Professional Services (i.e., rotational contracts for traffic engineering and transportation planning services on an as-needed basis at approximately $300,00 per year); Traffic Management and Monitoring Services at approximately $540,000 per year; other Contractual Services such as, Mystery Rider program, Special Event shuttle service, trolley customer service, and the Transportation Department's personnel operating budget (i.e., salaries/wages, insurances, pension, office supplies, etc.). It should be noted that once the Intelligent Transportation System/Smart Parking System is fully implemented over the next couple of years, the operation and maintenance costs are projected up to $2 Million per year.

- Parking Fees (Year End Surplus): Approximately $4 Million from excess parking funds (revenues - expenditures) at the end of each year are used to augment the Transportation Department's annual operating budget for the following year.

- Transportation Concurrency Mitigation: These are one-time/non-recurring revenues limited to use for Transportation capital expenditures that increase Transportation capacity, including the Miami Beach Light Rail/Modern Streetcar Environmental Analysis.

- Fees in Lieu of Parking: These are fees that can be used for increasing parking capacity and, after 2010, for transportation improvements. Pursuant to the City Code, funds generated by the fee-in-lieu program collected after March 20, 2010, can be used for transportation improvements including:

    - Transit capital funding for buses, bus shelters and transit infrastructure
    - Traffic improvements for signals, signal timing and lane modifications
    - Bicycle facilities
    - Intelligent transportation systems
    - Pedestrian improvements and facilities
    - Other parking, transportation and mobility related capital projects as may be specifically approved by the City Commission
    - In addition, transit operational funding for newly introduced transportation enhancements and program expansion (limited to operational, nonadministrative costs only, i.e., drivers, fuel, maintenance and insurance) may be included if expressly approved by the City Commission.

  A portion of these funds are recurring annually but most are one-time payments used for one-time expenditures only. Use of these funds for transportation competes with the need for parking garages throughout the City.

- Advertising Revenues: Approximately $78,000 per year is generated by the sale of advertising space on the interior and exterior of the City's Trolley vehicles. Additionally, approximately $700,000 per year are generated by bus shelter advertising through a revenue sharing contract with Clear Channel, Inc.

- Grants: Capital and Operating funds received from federal and state discretionary grant programs are used to off-set funding from various sources above, as appropriate.

For Fiscal Year 2015/16, the above funding sources are projected to generate approximately $13.2 Million in revenues towards the Transportation Department's budget. These sources alone, however, are not sufficient to fund future transportation projects identified in the City's Transportation Master Plan Project Bank adopted by the City Commission on April 13, 2016 (Attachment B), including the Miami Beach Light Rail Transit/Modern Streetcar project and potential future extensions of the system and the Intelligent Transportation System/Smart Parking System Project.

Additionally, creating new funding sources for transportation would reduce the need to use non-transportation-related funding sources such as Parking Fees (Year End Surplus) and, as a result, make those monies available to address the need for additional parking garages throughout the City.

ANALYSIS

The City of Miami recently adopted an ordinance establishing a Transportation Trust Fund (Attachment B). Staff conducted an analysis of the City of Miami Ordinance. Below is a synopsis of the City of Miami Ordinance.

		City of Miami Ordinance
		(Ord. No. 13568, § 1, 10-22-15)
a.	Capital Contribution	No less than 20 percent of any unrestricted one-time cash payments to the city of $500,000.00 or more, including, but not limited to, payments received through lease re-negotiations, money judgments from lawsuits, audit findings, or any other lump sum payments, shall be reserved in this trust fund for capital or acquisition costs associated with mass transit. The one-time payments for purposes of this section shall not include reasonable costs and any capital replacement costs associated with the transaction that resulted in the receipt of the one-time cash payment. Additionally, 20 percent of all unrestricted cash contributions to the public benefits trust fund, as defined in chapter 62, article XIV of the City Code and Section 3.14 of the Miami 21 Code, the zoning ordinance of the city, as amended, shall be reserved for the same trust fund purpose, with the exception of the cash contributions to the public benefit trust fund for affordable/workforce housing as defined in subsection 62-642(c) of the City Code and Section 3.14.4(a)(3) of the Miami 21 Code. If any unrestricted one-time cash payment to the city of $500,000.00 or more is to be paid in installments, the capital contribution shall be no less than 20 percent of each installment as it is received by the city. These funds may be carried over to the succeeding fiscal year.

b.	Operation & Maintenance Contrib.	Each fiscal year, no less than one-quarter of one percent (0.25%) of the city's general fund operating budget shall be reserved in this trust fund for operation and maintenance costs associated with mass transit. These funds shall, to the extent possible to meet the one-quarter of one percent (0.25%) minimum, primarily consist of transportation related restricted funds eligible for said purpose not already allocated for other expenditures. The administration shall look to earmarked transportation funding, inclusive of Local Option Gas Tax ("LOGT") funding. These funds may be carried over to the succeeding fiscal year.
c.	Garage Contribution	All funds collected through parking ratio reductions pursuant to Article 4, Table 4 of the Miami 21 Code, as amended, shall be reserved in this trust fund for capital or acquisition costs associated with the creation of new public parking garages operated by the department of off-street parking. These funds may be carried over to the succeeding fiscal year.

The City of Miami Ordinance also provides that "Nothing in this section shall be construed as limiting the ability to reserve funds in excess of the abovementioned minimums. Expenditures from this trust fund shall require a 4/5ths vote of the entire membership of the City Commission upon a written recommendation from the City Manager. This article shall not be construed to take funds from any of the established parking trust funds in this article."

Finance and Citywide Projects Committee
This item was discussed at the June 17, 2016 Finance and Citywide Projects Committee meeting (FCWPC). The FCWPC made a motion to require that 20% of one-time capital contributions should be deposited to a Transportation Capital Trust Fund. It was recognized that the funds generated on an annual basis may not be large, but over time, the funds would accumulate, with other existing sources that would provide funding for projects over time.

Further, the FCWPC directed that dedicating a percentage of the general fund budget for Transportation operating and maintenance expenses should be considered as part of the FY2016/17 budget development process.

Given the needs of the Parking Department for parking garages, especially at intercept locations, it is not recommended that Fees in Lieu of Parking (i.e. similar to funds collected through parking ratio reductions) be committed to the Transportation Trust Fund, but rather that the use of these funds be reviewed each year as part of the review of competing priorities during the annual budget development process.

CONCLUSION

The Administration recommends approval of the resolution accepting the recommendation of the Finance and Citywide Projects Committee establishing a requirement that no less than twenty percent (20%) of all one-time unrestricted capital payments to the City of $500,000.00 or more, including, but no limited to, payments received through lease re-negotiations , money judgements from lawsuits, audit finding, or any other lump sum payments shall be deposited to a trust fund for capital or acquisition costs associated with mass transit excluding reasonable costs and any capital

replacement costs associated with the transaction that resulted in the receipt of the one-time cash payment.

Attachments:

A: City of Miami Ordinance
B: City of Miami Beach Resolution No, 2006-26341
C: Transportation Master Plan Project Bank

JLM/KGB/CGR/JRG

T:\AGENDA\2016\July\Transportation\Accepting the recommendation of the FCWPC establishing a requirement that no less than twenty percent of all one-one time unrestricted capital payments shall be deposited to a trust fund.docx

RESOLUTION TO BE SUBMITTED

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Condensed Title:

A RESOLUTION ENDORSING THE KEY ELEMENTS OF THE PRELIMINARY PREFERRED ALTERNATIVE FOR THE MIAMI BEACH LIGHT RAIL/MODERN STREETCAR PROJECT; A RESOLUTION ENDORSING PRELIMINARY PREFERRED FUNDING APPROACHES FOR THE MIAMI BEACH LIGHT RAIL/MODERN STREETCAR PROJECT

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

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

Item Summary:

On December 9, 2015, the City Commission adopted Resolution No. 2015-29236, approving an Agreement with Kimley-Horn for preparation of an environmental analysis for the south beach component of the Beach Corridor Transit Connection project defined as "the Miami Beach Light Rail/Modern Streetcar Project" or "Project". The Kimley-Horn scope of work for the Project includes development of the project funding plan.

The City's Consultant is continuing to evaluate alignment options for 5th Street and for either 17th Street or Dade Boulevard and is completing the environmental review, which will include the full project definition of the Preliminary Preferred Alternative, traffic impacts, ridership, and impact on affected environment. Endorsement of the initial key elements of the Preliminary Preferred Alternative will provide insight and guidance in negotiating the Interim Agreement with the recommended developer for implementation of the Project through a public private partnership.

While the funding plan for the Miami Beach Light Rail/Streetcar Project is in development and the Administration is recommending that the Mayor and Commission approve the resolution endorsing the funding approaches identified to date, please recognize that additional work is still on-going today. The approaches identified to date include the following in addition to anticipated State and County funding.

Capital Milestone Payments

Resort Tax 2%	$10.0 million
City Center Parking Garage/Sops Surplus Funds*	13.0 million
City Center RDA Other Non-Tax Increment Funds*	8.0 million
Transportation Concurrency Management Funds	5.0 million
Total	$36.0 million

* These funds are not tax increment funds and are not part of the interlocal agreement with Miami Dade County, however, they must be used for portions of the project within the City Center RDA

Availability Payments

Resort Tax 2%	$1.5 million/year
Resort Tax 1% South Beach Quality of Life Funds	1.0 million/year
People's Transportation Tax (PTP) Funds	3.0 million/year
Ridership Fares and Advertising	5.0 million/year
Total	$10.5 million/year

Resiliency Program Funding

2018 Storm Water Bond Proceeds	$14 million
2014 Miami-Dade County Interlocal Agreement Funds	$11 million
TOTAL	$25 million

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Jose R. Gonzalez, P.E.

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JRG JRG	KGB _____	JLM _____

MIAMIBEACH

AGENDA ITEM R7R
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: MIAMI BEACH LIGHT RAIL/MODERN STREETCAR RESOLUTIONS

A RESOLUTION ENDORSING THE KEY ELEMENTS OF THE PRELIMINARY PREFERRED ALTERNATIVE FOR THE MIAMI BEACH LIGHT RAIL/MODERN STREETCAR PROJECT

A RESOLUTION ENDORSING PRELIMINARY PREFERRED FUNDING APPROACHES FOR THE MIAMI BEACH LIGHT RAIL/MODERN STREETCAR PROJECT

BACKGROUND

In 2003 - 2004, the Miami-Dade Metropolitan Planning Organization (MPO) prepared environmental and engineering studies as part of the Bay Link (Miami - Miami Beach Corridor Transportation Study). The Draft Environmental Impact Statement (DEIS) for the Bay Link Study recommended a light rail transit/modern streetcar system powered by overhead catenary wires to connect the cities of Miami Beach and Miami via dedicated right-of-way along the MacArthur Causeway. Due to some outstanding concerns with the selected technology and several premium rail corridors competing for limited funding, the Bay Link Project did not move forward beyond the DEIS phase and has remained in the unfunded portion of the MPO Long Range Transportation Plan (LRTP) since completion of the DEIS in 2004.

In October 2013, pursuant to requests from the cities of Miami Beach and Miami, the MPO commenced a planning-level study that refreshed and updated the decade-old Bay Link 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"). The Bay Link Project is now referred to as the Beach Corridor Transit Connection Project.

The MPO Study was completed in June 2015 and reaffirmed the MacArthur Causeway as the preferred alignment to connect Miami Beach and Miami. The MPO 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 catenary ("wired") systems- as well as the use of exclusive lanes for the transit vehicles to provide reliable service.

Phase 1 of the recommended route alignment within the south beach portion of Miami Beach consists initially of the MacArthur Causeway, 5th Street, and Washington Avenue, to provide a direct connection to the Miami Beach Convention Center (the "Direct Connect Project")..

The MPO Study recommended a second phase of the Beach Corridor Transit Connection Project that includes an alignment along Alton Road and 17th Street, operating as a local route solely within Miami Beach and complementing the initial regional cross-bay route to Downtown Miami.

The MPO Study also recommended, in later phases, a future route expansion along Collins Avenue to the Julia Tuttle Causeway, connecting to Midtown Miami. The MPO's Long Range Transportation Plan also contemplates future additions to the north along Collins Avenue. The light rail system is proposed to operate on exclusive rights-of-way and travel lanes and not in mixed traffic to provide efficient and reliable mass transit service.

The MPO Study identified the following as the next steps:

- The MPO needs to endorse the Direct Connect Project, to then proceed with the City's State process for a Project Environmental Impact Review or a Federal process for an Environmental Impact Statement (PEIR or EIS) phase and beyond;
- the City of Miami Beach and the City of Miami each need to endorse the Direct Connect Project; and
- Funding needs to be secured for the PEIR/EIS phase.

The Policy Executive Committee (PEC), a committee created to, among other things, give direction for the development of the Beach Corridor Transit Connection Project, and comprised of elected officials from Miami-Dade County, the City of Miami Beach, and the City of Miami, endorsed moving forward with the Direct Connect Project on an expedited basis, via a public-private partnership (P3) delivery method and endorsed expediting the Miami Beach and Miami portions of the project (to the extent that this does not impact the rest of the project).

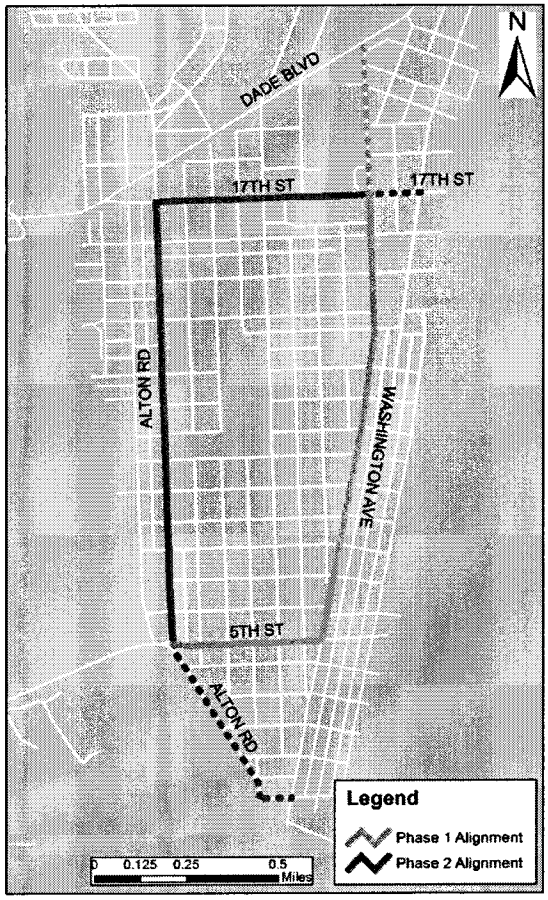
In June 2015, pursuant to Section 287.05712 of the Florida Statutes, the City received an Unsolicited Proposal from Greater Miami Tramlink Partners, a consortium, for a P3 project with the City to implement an off-wire light rail transit/modern streetcar system in South Beach based on conceptual alignment in the 2015 MPO study.

On December 9, 2015, the City Commission adopted Resolution No. 2015-29236, approving an Agreement with Kimley-Horn for preparation of an environmental analysis for the south beach component of the Beach Corridor Transit Connection project defined as "the Miami Beach Light Rail/Modern Streetcar Project" or "Project". The Kimley-Horn scope of work for the Miami Beach Light Rail/Modern Streetcar Project includes development of the project funding plan.

On December 16, 2015, the Mayor and Commission adopted Resolution No. 2015-29247, accepting receipt of the unsolicited proposal, and authorizing the Administration to solicit alternative proposals for a P3 project, in accordance with Florida Statute 287.05712, for an off-wire or "wireless" light rail/modern streetcar system. As a result, the City published a Public Notice in accordance with Florida Statute 287.05712 for alternative proposals. The Procurement Requirement Document issued with that notice defined the project as follows:

> The scope of the Project includes a two phased route alignment to provide full circulator/loop within South Beach, with Phase 1 consisting of 5th Street and Washington Avenue to the Miami Beach Convention Center ("Phase 1") and phase 2 consisting of 17th Street and Alton Road, to 5th Street ("Phase 2") as a sample project area.

The scope of the Project contemplates a full "turn-key" delivery approach that consists of and includes the design, construction, financing, operation, and maintenance of the Project, including vehicles and associated power, communications, signalization, and other systems required for the functionality of the Project ("Vehicle/Systems Technology"); operation and maintenance facilities, related civil infrastructure, including "curb-to-curb" road reconstruction, permitting, and related services pertaining to the Project, including all surveys, relocation of all utilities, replacement of pipes more than 50 years old and other related infrastructure work, unless otherwise specified by the City.

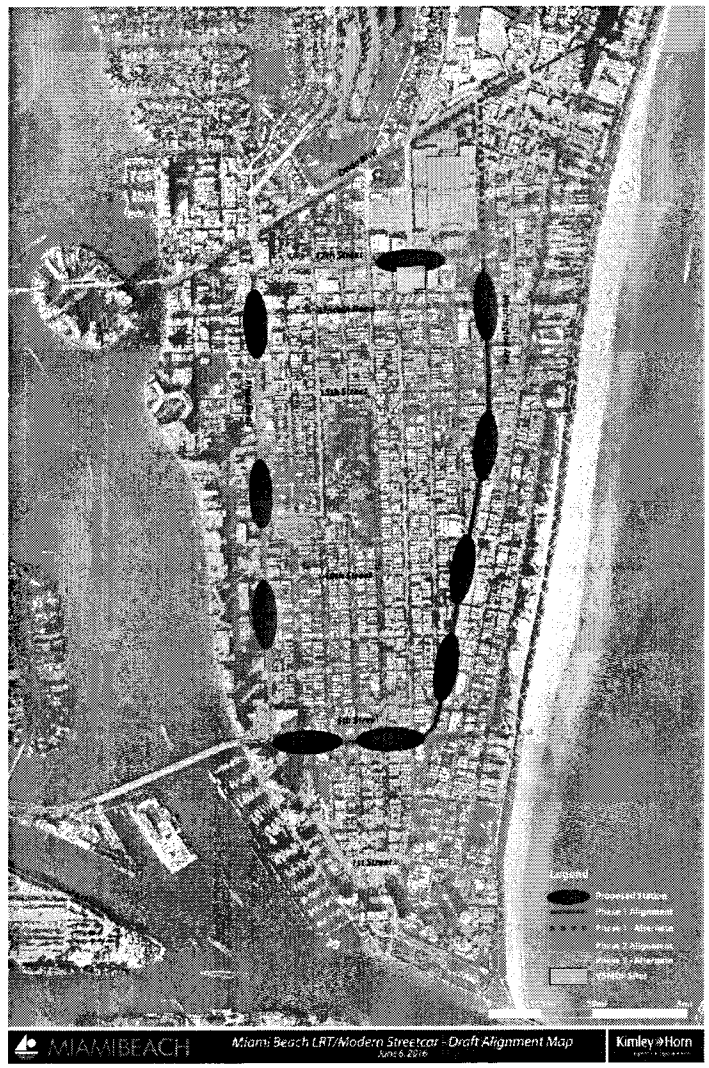


The recommended ranking of proposers pursuant to Florida Statute 287.05712 is presented for consideration as a separate item on today's agenda.

KEY ELEMENTS OF THE PRELIMINARY PREFERRED ALTERNATIVE

The project will operate as a bi-directional loop along 5th Street, Washington Avenue, either 17th Street or Dade Boulevard, and along Alton Road with operational headways of 6 to 7.5 minute frequency. Hours of operation are anticipated to be between 5:30 am and 2:00 am. However, these are subject to refinement with ridership projections.

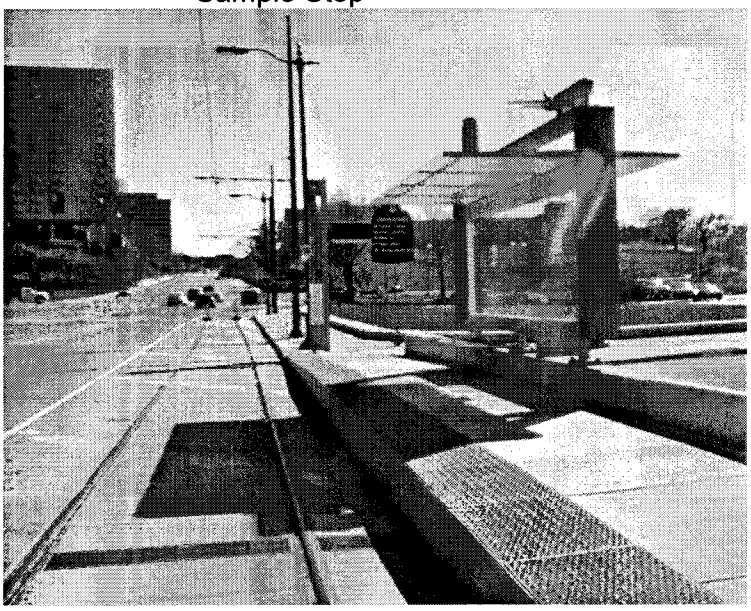
Stops will be designed for contextual compatibility with the Miami Beach environment, and will be located approximately three (3) stops per mile, with full ADA accessibility at every stop.



Stop amenities will blend into the overall streetscape and will include the following elements:

- Tactile edge strip
- Canopy
- Kiosk / map
- Signage
- Seating / leaning rail
- Trash receptacle
- Railings
- Lighting
- Real Time Transit Traveler Information System
- Ticket vending
- Related passenger amenities

Sample Stop



Stop platforms will be between 120 and 180 feet in length (depending on ridership) and 10 feet to 15 feet wide. Platform height shall be about two (2) steps above ground – essentially an enhanced sidewalk – with center, dual-loading platforms preferred. Platforms will provide level boarding to all vehicle doors

<u>The track alignment on Alton and Washington will maintain two lanes of travel in each direction, with on-street parking replaced by off-street parking</u>. Alignments for 5th Street and 17th Street are still under analysis:

- Left turn operations;
- Impacts to on-street parking; and
- Potential streetscape modifications with possible grass tracks & planted medians.

The Vehicle Storage Maintenance and Operating Facility (VSMOF) will have a minimum size of 2 acres to accommodate fleet of 12 – 14 LRT/streetcar vehicles and should be located close to the streetcar route to minimize non-revenue track. The site will accommodate:

- Vehicle maintenance
- Vehicle storage
- Traction-power substation
- Operations Control Center (OCC)
- Maintenance of way parts and equipment
- Employee parking
- Ancillary operations facilities (equipment storage, etc)

Pursuant to direction provided by the City Commission, the Vehicle Storage Maintenance and Operating Facility (VSMOF) will be built at the current Public Works Yard site located immediately north of Dade Boulevard. The site has been evaluated to ensure that it can accommodate both current Public Works operations and well as the requirements of the VSMOF. Further, a high-level review of a potential construction phasing approach has been developed to ensure that Public Works operations can transition to the replacement facilities during construction and not have to move off-site.

PRELIMINARY ESTIMATED COST OF THE CITY PROJECT

Planning level capital costs were developed for Phase 1, and Phase 1 and Phase 2 (the combined Loop), with two alternatives considered for the Vehicle Storage, Maintenance, and Operations Facility (VSMOF) site.

- The VSMOF is located at the Public Works property on the north side of Dade Boulevard, just east of Miami Beach Senior High School.
- Phase 1 includes 1.7 miles of double track along 5th Street from Alton Road to Washington Avenue, and along Washington Avenue from 5th Street to 17th Street.
- Phase 2 includes 1.8 miles of double track along Alton Road from 5th Street to 17th Street, and along 17th Street from Alton Road to Washington Avenue.

Operating costs were developed for Phase 1 and Phase 1 and Phase 2 (the combined Loop), including the expenses associated with the VSMOF site. Proposed options on the level of service provided were based on peak ridership periods of 6 minutes or 7.5 minutes, with 10 to 15 minute frequencies applied during other varying times of the day.

The capital and operating costs for each of these scenarios are shown in the following table. Please note that these are intentionally conservative estimates, and it is hoped that, once a P3 concessionaire is selected, we can work with them to achieve lower costs.

SCENARIO	COSTS
Capital	
Phase 1, VSMOF – PW	$222,000,000
Phase 1 + 2, VSMOF- PW	$387,500,000
Operational	
Phase 1, Peak 6 Minute Headway	$8,600,000
Phase 1, 7.5 Peak Minute Headway	$7,700,000
Phase 1 + 2, Peak 7.5 Minute Headway	$14,000,000
Phase 1 + 2, Peak 6 Minute Headway	$16,000,000

OVERVIEW OF FUNDING NEEDS AND OPTIONS

The Procurement Requirement Document for the P3 solicitation specifies that the P3 concessionaire will be compensated through a combination of Milestone Payments and Availability Payments.

> "The City anticipates a performance-based availability payment structure over the operating period. The City will consider negotiating with the successful Proposer an option for milestone payments during the construction phase of the Project, if funds are available and appropriated for such purposes"

Milestone Payments are payments established by the City in the Comprehensive Agreement (contract executed between the City and the private partner for the Project) when specific deliverables outlined in the concessionaire agreement are reached during the Design and Construction stage of the overall Design-Build-Finance-Operate-Maintain Project.

Availability Payments are payments that begin at the start of the "Operating Period" normally defined as when the Light Rail/Modern Streetcar Project is open to the public for revenue operations, and continue over the concession term (usually about 30 years). Availability payments are based on the performance (Availability) of the Light Rail/Modern Streetcar Project compared to agreed-upon performance standards (such as on-time performance, system availability meaning limited to no down time for the train system, proper maintenance, etc.) as documented in the Comprehensive Agreement. The Availability Payment covers the cost of Design and Construction not covered by Milestone Payments, and the cost of annual Operations and Maintenance. Normally the annual cost of Operations and Maintenance will include a cost index factor such as the Consumer Price Index, to account for inflation over the term of the Comprehensive Agreement.

For the Miami Beach Light Rail/Modern Streetcar Project, Milestone Payments are anticipated to cover more than 50% of the capital costs of the project to lower overall project costs to the extent funds are available. There are advantages to having a portion of the capital costs paid through availability payments. Availability payments are subject to performance, and transfer technology and other capital risks to the concessionaire.

It is anticipated the annual Availability Payments will be paid by the City in accordance with the agreed upon Comprehensive Agreement. It is anticipated that a mix of State, County and City funding sources will be required to fund the project and will form the Milestone and Availability Payments.

Please note that the Milestone Payments will only commence if and when a Comprehensive Agreement is executed with the P3 concessionaire. The Interim Agreement will set forth the conditions to achieve that, which will include securing all funds and obtaining all regulatory approvals.

POTENTIAL FUNDING SOURCES

The Kimley-Horn Team conducted an initial screening of potential funding options for the Project, including:

- Existing City of Miami Beach Funding Sources
- Resort Tax
- Parking System Revenue
- Miami Beach Redevelopment Agency (RDA)
- Other Miscellaneous Miami Beach Revenue Sources

- Miami-Dade County Potential Funding Contribution Sources (County)

- State Funding Options - FDOT Transit Capital Grants

- Federal Funding Options

- Project Revenues (Charges for Services, Advertising)

- Potential New Local Funding Options
    - Non-Ad Valorem (Special) Assessments
    - Tax Increment Funds/Financing
    - Other New Revenue Sources

Each of these funding sources were evaluated and rated based on the following factors:

- Authorized under existing law
- Preference for a fee versus a tax
- Revenue availability after existing bonded debt and budget commitments
- Relationship to the Project (use-based or geographic based)
- Potential additional use for the Causeway component of the Beach Corridor Connection Project
- Approvals required

- Time to implement

Each potential funding source was evaluated to determine if it was more appropriately used for capital Milestone Payments or annual Availability Payments (comprised of annual operating costs and payments for remaining capital).

It is important to note that City Resolution 2006-26341 states that the City of Miami Beach will use one-time non-recurring revenues for capital expenditures or one-time expenditures and that one-time non-recurring revenues will not be used to subsidize recurring personnel, operations, and maintenance costs. Accordingly, only recurring funds have been considered for the 30-year Availability Payments. For existing City revenue sources, available fund balances and projected revenues/operating costs were reviewed and a preliminary analysis of available funds versus project needs was conducted

A summary of this screening analysis is provided in Attachment 2.

AVAILABILITY OF FUNDS FROM EXISTING CITY OF MIAMI BEACH FUNDING SOURCES

Funds from available balances as of September 30 2015 were identified for capital Milestone Payments for the Project. Resort Tax, City Center RDA Non Tax Increment funds, and Transportation Concurrency Management Funds were identified as having funds available for appropriation that were eligible for this use. The impacts of the following capital appropriations on other potential projects to be funded will be presented to the Finance and Citywide Projects Committee as part of the prioritization of capital projects:

Resort Tax 2%	$10.0 million
City Center Parking Garage/Sops Surplus Funds*	13.0 million
City Center RDA Other Non-Tax Increment Funds*	8.0 million
Transportation Concurrency Management Funds	5.0 million
Total	$36.0 million
* These funds are not tax increment funds and are not part of the interlocal agreement with Miami Dade County, however, they must be used for portions of the project within the City Center RDA	

In addition, the following revenue streams were identified as possible sources to address the annual Availability Payment.

Resort Tax 2%	$1.5 million/year
Resort Tax 1% South Beach Quality of Life Funds	1.0 million/year
People's Transportation Tax (PTP) Funds	3.0 million/year
Total	$5.5 million/year

These revenue sources are addressed in greater detail below. Other existing City funding sources that were reviewed but later eliminated from consideration are also discussed below.

RESORT TAX FUNDS: It is projected that $1.5 million per year could be funded towards the project. In addition, it is assumed that approximately half of the recurring South Beach portion of the recurring Quality of Life Funds could be used for the recurring costs of the project. The remainder of the 1% Quality of Life Funds were not recommended for use for the project (Mid Beach, North Beach, Art, and Transportation). The use of the 1% Quality of Life Funds is discussed in greater detail below.

PTP FUNDS: The City receives approximately $3.6 million a year from PTP funds under the oversight of the Miami-Dade County Citizen's Independent Transportation Trust (CITT). In FY 2016/17 these funds are proposed to be used for the South Beach Trolley which will replace the South Beach Local. The remaining trolleys are funded through the Transportation Fund with revenues primarily from the Resort Tax 1% Quality of Life Funds for Transportation and Parking Surplus Funds. The funding plan assumes that the South Beach Trolley will no longer operate upon the implementation of the Light Rail/Modern Streetcar project, conservatively freeing up $3 million for the project.

RDA: Tax Increment funds from the existing City Center RDA or creation of a new RDA were not considered feasible options given the exiting agreement with the County and the need to have the funding in place quickly for the expedited project.

PARKING FUNDS: The Parking Fund does not have excess funds available as it is currently subsidizing both the General Fund and the Transportation Fund with prior year surplus, in addition to needs for several new parking garages. Even with reducing the General Fund subsidy over time, there is still insufficient excess for this project.

TRANSPORTATION FUND: The Transportation Fund does not have excess funds available. Its primary source of revenue is 45% of the Resort Tax 1% Quality of Life Funds for Transportation, which are insufficient to fully fund current operations and require subsidy from Parking Funds prior year surplus.

OTHER FUNDING SOURCES

COUNTY, STATE AND FEDERAL FUNDING: Given direction from the City Commission in March 2016, and in an effort to expedite project implementation, Federal funding is not being considered at this time due to the substantial and time consuming requirements associated with Federal funding. State and County funding has been assumed at the level that would typically be provided for this type of project at the same level they would provide had the Project achieved Federal funding (25% each), and as allowed under State law for capital costs. These assumptions have been discussed preliminarily at the County and State staff level, but commitments are not in place. The levels assumed are as follows:

State (Phase 1: 12.5%/Phase 2: up to 50% to average at 25%)	$96.88 million
County 25%	$96.88 million
Total	$193.76 million

The County is simultaneously attempting to move forward on 6 transit corridors, including the Miami-Miami Beach causeway connection project which will result in competition for available funds. However, the Miami Beach project is ahead of the other

projects in schedule and has the advantage of not requiring the County to cover operating costs. Operating costs will likely be a challenge on the other corridors.

PROJECT REVENUES: In transit systems in the United States, fares typically plan and expect to generate at least 25% of operating costs. An assumption of $4 million per year could be generated with 10,000 boardings per day at a $1 each. This compares to approximately 4,500 boardings per day today for the South Beach Local/Alton West Trolleys combined, with a lower service frequency and quality. In addition, it is estimated that advertising in the vehicles and stops could generate $1 million per year.

NEW FUNDING SOURCES – TAX INCREMENT/SPECIAL ASSESMENT DISTRICTS: Properties located within "walking distance" of the Light Rail/Modern Streetcar Project receive two major benefits from the Project. Residents and patrons of these properties have ready access to the transit system for transportation. Numerous studies support that property close to transit lines appreciate in value at a rate higher than other properties in the area. In many transit projects, including the Wave Streetcar in Fort Lauderdale, property owners near the transit line help pay a portion of the cost of the project. It is estimated that between $5 and $10 million per year could be generated by special assessment on properties near the Project. Since property values around streetcar and light rail systems are higher than other areas, special assessments could be partially replaced over time by dedicating a portion of the tax increment to fund a portion of the operating costs in the availability payment in place of the special assessment, once property values increase.

Kimley-Horn has performed an analysis based on properties within a quarter mile of the alignment, and allocated the costs based on trip generation. Their analysis found that the effect of the residential properties on the rental residential and non-residential assessment rates is de minimis; therefore, it is recommended that the assessment program include only the Rental Residential and Non-Residential property use categories (see Attachment 3).

The resulting assessment rates sufficient to generate $5,000,000 per year (net of collection costs) would be as follows:

Assessment Category	Sq Feet	Rate/Sq Ft	Rate/1,000 Sq Ft
Rental Residential	2,753,872	$0.15	$146.00
Non-Residential	11,654,526	$0.48	$471.00

The Project will provide public transit that travels in dedicated lanes running bi-directional with trains running every five to seven and a half minutes during peak use periods with lengthy operating hours due to the nature of activity in the area. Walking distances to LRT/Modern Streetcar systems are normally an easy walk for the majority of residents and visitors at a 1/4 mile or less. Based on this, commercial activities 1/4 mile or less from the LRT/Modern Streetcar system will benefit from patrons of their business having ready access to the train system. In addition, past practice across the U.S. has shown that property values for commercial properties at 1/4 miles or less increase because of this ready access to the LRT/Modern Streetcar system.

Pursuant to Chapter 170 of the Florida Statutes, any special assessment levied for the purpose of funding a mass transportation system must be approved by vote of a majority of the affected property owners in the proposed special assessment district. The

process for creating a special assessment district typically takes at least six (6) months following adoption by the City Commission of the initial resolution and preliminary assessment roll, due to the number of Commission actions and statutory notice periods involved, including (1) publication of the initial resolution for a period of two weeks; (2) adoption of a City Commission resolution calling for a special election of affected property owners (either by in person or mail-in vote of the affected property owners); (3) publication of the notice of the election for a minimum of at least thirty (30) days in accordance with Section 100.342 of the Florida Statutes; (4) adoption of City Commission resolution certifying the election results; (5) adoption of resolution setting forth the final date for a public hearing on the final assessment roll, with at least thirty (30) days' notice of the public hearing (by mail and in newspapers of general circulation); and (6) adoption of the final resolution and final assessment roll. If approved, special assessments cannot be levied or collected until after completion of the project.

Further, once the City Center RDA District expires, there is potential to capture a portion of funds that are dedicated at this time for City Center debt service and, by policy, dedicate them to the operating component of the Availability Payment. The City Center District expires in 2044, or whenever the debt is paid off. Under the latest projects based on a growth in taxable values between 3.5% and 5%, the City Center District could expire by 2030. Based on these projections, $9 million per year may be available in 2030 and beyond.

OTHER NEW REVENUE SOURCES: There remains a gap between $2 million and $18 million per year, depending on the implementation of special assessments and partial use of funds currently committed to the RDA once the RDA expires.

TOLLING

Tolls on key roads that provide transportation onto Miami Beach can be considered to provide annual funding for the Project. A one-way toll for entrance to Miami Beach could also help encourage the use of alternative means of transportation such as carpooling and public transit to reduce the vehicle traffic on Miami Beach. As part of the Light Rail/Modern Streetcar Project, stations and parking would be targeted at "intercept" locations to allow vehicle traffic to park shortly after reaching Miami Beach and use the Light Rail/Modern Streetcar Project on South Beach.

The City Manager met with the FDOT District Six Secretary Jim Wolfe on June 29 and the Mayor has a meeting scheduled with FDOT Secretary Jim Boxold on July 19. These meetings will include a discussion of tolling options for a one-way toll onto Miami Beach for roadways including 5th Street, Alton Road, Arthur Godfrey Road, Collins/Harding Ave, and 41st Street (the "Proposed Toll Roads").

Currently, the City does not have the legal authority to impose a toll on the Proposed Toll Roads, as all of the roads are owned by FDOT as part of the State Highway System. The discussions with FDOT will include two options:

1) A partnership approach with FDOT where FDOT will remain the owner of the Proposed Toll Roads and any toll revenues would be allocated between the City and FDOT pursuant to a to-be-negotiated revenue share. This approach is complicated and may require action by the Florida Legislature to ensure that

FDOT has the direct authority to implement the tolling and also to guide the allocation of toll revenues collected from users, with the ultimate goal of providing part or all of the City's share of funds for a portion of the City's LRT/Modern Streetcar project (the "Streetcar Project").

2) A transfer to the City of ownership of all portions of the Proposed Toll Roads that are located within the City of Miami Beach (i.e., all portions of Collins Avenue located within the City's limits, etc.), pursuant to the transfer process outlined in Florida Statute 335.0415, which provides there must be a mutual agreement of FDOT and the City to transfer roads to a municipality if FDOT determines that certain statutory criteria are satisfied. City ownership of the subject roads would allow the City to make decisions about tolling with input from appropriate partners (based on federal or state requirements that apply), and would permit the City the flexibility to control the management of the roadways in the future. Although City ownership of the Proposed Toll Roads would also obligate the City to provide for and fund the maintenance of the roadways (all of which are currently maintained by FDOT), it is assumed that the toll revenues will be sufficient to not only fully fund the upkeep of the Proposed Toll Roads, but also help fund a portion of the Streetcar Project.[1]

As the City's consultants advised the Finance Committee of the City Commission at the June 6, 2016 meeting, the roads under consideration as Proposed Toll Roads are all currently classified as a "Federal Aid Road," which means that any toll revenues generated from the Proposed Toll Roads must be spent on "Federal eligible projects". As currently contemplated, the Streetcar Project would not be a federally eligible project, pursuant to the direction provided by the Mayor and City Commission at the March 9, 2016 City Commission meeting, as set forth in Resolution 2016-29236.

Accordingly, assuming FDOT agrees to transfer the Proposed Toll Roads to the City, the City would have two options:

(1) Successfully complete the process for imposition of a toll on a Federal Aid Road (consultation with FDOT and an agreement with the Federal Highway Administration) and accordingly to amend its approach to the Streetcar Project to apply federal requirements to the Project, including "Buy America" and other federal requirements;

or

(2) Pursue the "declassifying" of one or more of the roads as "Federal Aid Roads" so that any approved tolls may be used to fund a portion of the Streetcar Project as currently contemplated. To this end, Kimley Horn has advised that the declassification of the "Federal Aid Roadway" designations have not been pursued very often nationally and, in the past, this has required the passage of Federal legislation to declassify the road. Accordingly, the possibility for declassification of the roads as Federal Aid Roads will require further time to further evaluate, and further consultation with US DOT and congressional members.

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[1] If FDOT agrees to transfer part or full ownership of the Proposed Toll Roads to the City, it appears that the City has authority to pursue tolling pending final legal reviews required prior to imposition of any toll. We understand that at least one other municipality in Florida, the City of Treasure Island, has reviewed the requirements to toll with the Federal Highway Administration and is moving forward with the necessary technical studies required to impose a toll on its City-owned causeway.

In conclusion, the initial FDOT meetings noted above will provide a starting point for the options and approaches that may be available to the City with respect to the imposition of tolls as an option to help fund the Streetcar Project. I will provide an update to the Commission at the next opportunity once I have additional information to report. At the present time, the goal is for the toll revenues to fund between $7 million and $18 million per year starting in 2020 for the Streetcar Project, depending on the outcome of other possible funding sources that are also under consideration. In the absence of such revenues, other sources of funds will need to be approved by the City Commission prior to entering into any comprehensive agreement that contractually obligates the City to the Streetcar Project.

LESS DESIRABLE FUNDING OPTIONS

In the event that tolling is not a feasible option, other options that could be explored include:

- Further evaluation of existing revenue sources:
    - Impact City priorities and level of service
    - Discuss with County amendment to City Center CRA agreement to allow current surpluses above amounts needed for MBCC debt to be directed to streetcar project.

Further, once the ranking of proposers is completed, the City and its consultants will be able to work with the Kimley-Horn Team to refine costs estimates and discuss other potential opportunities to bridge this gap.

RESILIENCY NEEDS

In addition to the project costs, the City, as part of its resiliency program for sea level rise, intends to raise the level of many streets, install pumps, and make other required improvements. As part of the Miami Beach Light Rail/Modern Streetcar Project, the concessionaire is responsible for all resiliency-related work at specified geographical areas impacted by the alignment, with such areas to be determined by the City during the interim agreement negotiations. The funding for this work is in addition to the construction cost outlined previously, although it is intended that the work will be performed by the concessionaire at the same time as the construction of the Miami Beach Light Rail/Modern Streetcar Project. The scope of work includes:

- Raising elevation of public roadway segments to minimum height of 3.7 NAVD at edge of right-of-way with minimum elevation of top of catch basins at or above 3.0 NAVD while maintaining a standard pavement cross-slope of 2.00%
- Relocating, upgrading and/or protecting underground utilities (water main, sanitary sewer, and storm sewer) within vicinity of the route.

The resiliency-related scope of work is estimated at $25 million and is proposed to be funded from the $14 million in Storm water proceeds in 2018 and $11 million in 2014 Miami-Dade County Interlocal agreement funds to be received in 2017.

FINANCE AND CITYWIDE PROJECTS COMMITTEE

This funding plan approach was presented at the June 6 Finance and Citywide Projects Committee Budget Briefing meeting, and the administration was directed to pursue the options presented.

CONCLUSION

The Administration is recommending that the Mayor and City Commission endorse the key elements of the Preliminary Preferred Alternative as outlined earlier in this memo. The City's Consultants is continuing to evaluate alignment options for 5th Street and for either 17th Street or Dade Boulevard and is completing the environmental review, which will include the full project definition of the Preliminary Preferred Alternative, traffic impacts and operations, ridership, and impact on affected environment. Endorsement of the initial key elements of the Preliminary Preferred Alternative will provide insight and guidance in negotiating the Interim Agreement with the recommended developer for implementation of the Project through a public private partnership.

Further, while the funding plan for the Miami Beach Light Rail/Streetcar Project is in development and the Administration is recommending that the Mayor and Commission approve the resolution endorsing the funding approaches identified to date, please recognize that additional work is still on-going today. The approaches identified to date include the following in addition to State and County funding.

Capital Milestone Payments

Resort Tax 2%	$10.0 million
City Center Parking Garage/Sops Surplus Funds*	13.0 million
City Center RDA Other Non-Tax Increment Funds*	8.0 million
Transportation Concurrency Management Funds	5.0 million
Total	$36.0 million
* These funds are not tax increment funds and are not part of the interlocal agreement with Miami Dade County, however, they must be used for portions of the project within the City Center RDA	

Availability Payments

Resort Tax 2%	$1.5 million/year
Resort Tax 1% South Beach Quality of Life Funds	1.0 million/year
People's Transportation Tax (PTP) Funds	3.0 million/year
Ridership Fares and Advertising	5.0 million/year
Total	$10.5 million/year

Resiliency Program Funding

2018 Storm Water Bond Proceeds	$14 million
2014 Miami-Dade County Interlocal Agreement Funds	11 million
Total	$25 million

Attachments

JLM/KGB

ATTACHMENT 1
CAPITAL AND OPERATING COST ASSUMPTIONS

- Capital cost information for track, signals, power and communication systems, fare collection, utility relocations, stations, site work, and building construction (VSMOF and parking structures) were developed using historical data and cost information recently developed for the Wave Streetcar in Fort Lauderdale, adjusted for Miami Beach. Based on the current level of design, a 30% contingency was included, in accordance with FTA Recommendations for Contingency (*FTA Project and Construction Management Guidelines).* Costs are presented in 2016 base year dollars, and do not incorporate inflation.

- Operating costs assumed the hours of operation used in the estimate begin every day at 5:30am, and terminate at 1:00am for Sunday through Thursday and Holidays, and 2:30am on Friday and Saturday. Based on the preliminary station layout, station-to-station run times were determined assuming transit signal priority. Estimated run times were then used to calculate the number of vehicles required to maintain a given frequency, also yielding annual vehicle miles and hours of operation. Assumptions: Twelve vehicles (6 minute headways correspond to 12 vehicles) Phase 1 corresponds to 1.7 miles; Phase 1 and Phase 2 corresponds to 3.5 route miles.

- This information was combined with 2014 cost information to determine annual operation and maintenance costs, with a 25% contingency applied.

- Vehicle Storage, Maintenance and Operations Facility (VSMOF)
  I. VSMOF (Public Works Site) – includes demolition of existing warehouse building, preserving existing water tanks, reconstruction of new offices, operations, and warehouse building, and parking structure.
  II. VSMOF (17th Street Site) – includes demolition of existing parking structure, replacement of 1,460 space parking structure above the VSMOF.
  III. Both VSMOF options – 30,000 square foot facility – comparable to the Wave Streetcar.

ATTACHMENT 2

Funding Options - Phase 1 and 2

		Authorized Under Existing Law	Fee vs Tax	Revenue Available After Bonded Debt	Revenue Available After Budget Commitments	LRT/Modern Streetcar Specific			Approvals Required	Time Required to Implement
						Use Based	Geographic Based	Can Potentially be Leveraged for Baylink?		
1-A	Resort Tax - 2%		Special Tax			Indirect	N/A			
1-B	Resort Tax - 1% QL Trans		Special Tax			Indirect	N/A			Budget Cycle
1-C	Resort Tax - 1% QL SB		Special Tax			Indirect	N/A			
2	Parking System Revenue				Yes, limited	Direct and Indirect	N/A			Budget Cycle
3-A	7th Street Garage					Direct and Indirect				Budget Cycle
3-B	Anchor/Penn/Collins Parking Garages									
4	Fees in Lieu of Parking					Direct and Indirect				Budget Cycle
5-A	Miami Beach CRA - City Center		Tax Increment							
5-B	Miami Beach - City Center - Other		Tax Increment							
6-A	Miami Beach CRA -New CRA (3)		Tax Increment							
6-B	Tax Increment - Dedicated Millage (3)		Tax Increment			TBD - Pending Analysis (4)			Commission	270 days
7	Special Assessments (3)					TBD - Pending Analysis (5)			Commission and Vote	270 days
8	Ridership Fares				Depends on Fare Structure					
9	Advertising				Yes, limited					
10-A	Charter County Transit Sales Tax - County		Transit Tax		Yes, limited	Indirect	N/A		CITT-County Commission	Budget Cycle
10-B	Charter County Transit Sales Tax - City Share		Transit Tax		Yes, limited	Indirect	N/A			
11	Transportation Concurrency Management				Yes, limited	Indirect				
12	Other County Sources for Transportation Uses		Transportation Taxes				N/A			
13	State Transit Grants		Transportation Taxes/Fees				N/A		FDOT Management	Work Program Cycle (6)
14	Cordon Toll		User Fee			Yes, for roadway	City			

ATTACHMENT 3
SPECIAL ASSESSMENT FINDINGS

The proposed assessment methodology is a two-step process:

- First, the assessment methodology allocates the assessable costs of the Streetcar Project to the property use categories on the basis of trip generation. Trip generation information was obtained from the Trip Generation Handbook, 9th Edition developed by the Institute of Traffic Engineers (ITE).
- The second step of the apportionment methodology allocates the share of the assessable costs apportioned to each property use category among the assessed parcels within each property use category based on the square footage of the buildings located on the assessed property according to the tax roll files maintained by the Miami-Dade County Property Appraiser.

The special assessments are required to meet the Florida case law requirements for a valid special assessment. These requirements are:

- The services or facilities provided must provide a special benefit to the property being assessed; and,
- The costs assessed must be fairly and reasonably apportioned among the properties that receive the special benefit.

SPECIAL BENEFIT ASSUMPTIONS

The infrastructure development and improvements associated with the Streetcar Project possess a logical relationship to the use and enjoyment of the assessed property. As a result of the improvements associated with the Streetcar Project, completion of the project components will permit the accommodation of economic growth within the Streetcar Assessment Area. Infrastructure development and improvements associated with the Streetcar Project will provide for and result in an increased level of necessary infrastructure services, enhancement of area recreation and utilization, promoted user-friendliness, and enhanced overall aesthetic beautification of the project area. As such, the improvements associated with the Streetcar Project will enhance and strengthen the relationship of such improvements to the use and enjoyment of the assessed parcels, as well as ultimately benefit and promote the property values within the Streetcar Assessment Area.

FAIR AND REASONABLE APPORTIONMENT ASSUMPTIONS

The following assumptions support findings that the parcel apportionment is fair and reasonable.

- The separation of the rental residential and the non-residential buildings by actual square footage is fair and reasonable for the purpose of parcel apportionment because the increase in value is determined and measured by the actual square footage of structures and improvements within benefited parcels.
- The exclusion of residential buildings on tax parcels is fair and reasonable because the effect of the residential properties on the rental residential and non-residential assessment rates is de minimis. Further, the application of the ITE Trip Generation data to residential property uses within the City is not appropriate because the City's residential property household size, occupancy and seasonal use varies significantly from the properties studied by the Institute of Traffic Engineers.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ENDORSING THE KEY ELEMENTS OF THE PREFERRED ALTERNATIVE FOR THE MIAMI BEACH LIGHT RAIL/MODERN STREETCAR PROJECT

WHEREAS, in 2003, the Miami-Dade Metropolitan Planning Organization (MPO) prepared the Supplemental Draft Environmental Impact Statement ("SDEIS") that recommended a light rail transit/modern streetcar system powered by overhead catenary wires to connect the cities of Miami Beach and Miami via dedicated right-of-way along the MacArthur Causeway, and was further refined in 2004 on a project formerly referred to as the Baylink Project and now referred to as the Beach Corridor Transit Connection Project; and

WHEREAS, in October 2013, pursuant to requests from the cities of Miami Beach and Miami, the MPO commenced a planning-level study entitled, The Beach Corridor Transit Connection Study (the "Study"), that refreshed and updated the decade-old Baylink study, in partnership with Miami-Dade Transit ("MDT"), Florida Department of Transportation ("FDOT"), the City of Miami Beach and the City of Miami; and

WHEREAS, the Study was completed in June 2015 and reaffirmed the MacArthur Causeway as the preferred alignment to connect the City of Miami Beach and City of Miami, recommended an off-wire or "wireless" light rail transit/modern streetcar system for the portion within each urban area as the preferred vehicle technology, and further recommended the use of exclusive lanes for the transit vehicles in order to provide reliable service; and

WHEREAS, Phase 1 of the recommended route alignment from the Study was from downtown Miami via the MacArthur Causeway, 5th Street, and Washington Avenue, directly to the Miami Beach Convention Center (the "Direct Connect Project"), and

WHEREAS, the Study recommended a second phase of the Beach Corridor Transit Connection Project, that includes an alignment along Alton Road and 17th Street; and

WHEREAS, on December 9, 2015, the City Commission adopted Resolution No. 2015-29236, approving an Agreement with Kimley-Horn & Associates, Inc., whose team includes various sub-consultants, such as HDR Engineering, LTK Engineering, and Parsons Brinkerhoff (the "City's Consultants"), for preparation of an environmental review for the portion of the Beach Corridor Transit Connection located east of Biscayne Bay and defined as "the Miami Beach Light Rail/Modern Streetcar Project" (the "Project"); and

WHEREAS, the draft environmental report for the Project is anticipated to be published in September 2016 which will include a Preliminary Preferred Alternative that will form the basis for public comment, and ultimately the adoption of a Locally Preferred Alternative for the final environmental report; and

WHEREAS, at the June 8, 2016 Commission meeting, the Mayor and City Commission reviewed certain key proposed elements of the Project, including options with respect to the Project alignment, the proposed Project route, and the location of the Vehicle

Storage Maintenance and Operating Facility ("VSMOF"), and provided direction for further review and analysis by the City's Consultants; and

WHEREAS, the City's Consultants has completed its follow-up reviews for the VSMOF site and confirmed feasibility regarding the joint use programming assessment and construction phasing; and

WHEREAS, the City's Consultants is continuing to evaluate alignment options for 5th Street and for either 17th Street or Dade Boulevard and is completing the environmental review, which will include the full project definition of the Preliminary Preferred Alternative, traffic impacts, ridership, and impact on affected environment; and

WHEREAS, endorsement of the initial key elements of the Preliminary Preferred Alternative will provide insight and guidance in negotiating the Interim Agreement with the recommended developer for implementation of the Project through a public private partnership.

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 hereby endorses the following key elements of the Preliminary Preferred Alternative:

1. A Loop consisting of bi-directional tracks;

2. Vehicles will arrive at stops every 6 to 7.5 minutes during peak periods

3. Approximately 3 stops per mile, with ADA accessibility and low-floor level boarding to all vehicle doors provided at every stop in the following approximate locations:

    - Miami Beach Convention Center
    - Alton Road in the vicinity of Lincoln Road
    - Alton Road and Flamingo Park
    - Alton between 8th and 10th Street
    - Alton and 5th Street
    - 5th Street near Washington Ave
    - Washington Ave between 6th and 8th
    - Washington Ave in the vicinity of the Wolfsonian-FIU Museum
    - Washington Ave between 12th and 14th Street
    - Washington Ave near Lincoln Road

4. Platform characteristics include:
    - Center dual loading platforms preferred
    - 120 feet to 180 feet in length (depending on ridership forecast)
    - 10 feet to 15 feet wide
    - Two (2) steps above ground – an enhanced sidewalk

5. Stop amenities will blend into the overall streetscape and will include the following elements:
    - Tactile edge strip
    - Canopy

- Kiosk / map
- Signage
- Seating / leaning rail
- Trash receptacle
- Railings
- Lighting
- Real Time Transit Traveler Information System
- Ticket vending
- Related passenger amenities

6. The track alignment on Alton Road and Washington Avenue will maintain two lanes of travel in each direction, with on-street parking to be replaced by off-street parking.

7. The VSMOF will be built at the current Public Works Yard site located at 2300 Pine Tree Drive, as its proximity to the Project route will minimize the placement of non-revenue-related track and facilitate ready access to the Project route.

8. The VSMOF will be sized to accommodate a fleet of 12 – 14 vehicles and will accommodate:
    - Vehicle maintenance
    - Vehicle storage
    - Traction-power substation
    - Operations Control Center (OCC)
    - Maintenance of way parts and equipment
    - Employee parking
    - Ancillary operations facilities (equipment storage, etc).

PASSED and **ADOPTED** this 13th day of July, 2016.

ATTEST:

Philip Levine, Mayor

Rafael E. Granado, City Clerk

T:\AGENDA\2016\July\Transportation\A resolution endorsing key elements of the PPA for the Light Rail-Modern Streetcar Project RESO.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 6/29/16 Date

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ENDORSING PRELIMINARY PREFERRED FUNDING APPROACHES FOR THE MIAMI BEACH LIGHT RAIL/MODERN STREETCAR PROJECT.

WHEREAS, on December 9, 2015, the Mayor and City Commission adopted Resolution No. 2015-29236, approving an Agreement with Kimley-Horn Associates, Inc., for preparation of an environmental analysis for the Miami Beach light rail/modern streetcar project or "The Project"; and

WHEREAS, Phase 1 of The Project is in the vicinity of the 5th Street from Alton Road to Washington Avenue, and in the vicinity of Washington Avenue from 5th Street to the Miami Beach Convention Center; and

WHEREAS, Phase 2 of The Project alignment in the vicinity of Alton Road and 17th Street; and

WHEREAS, The Kimley-Horn team scope of work for the Miami Beach Light Rail/Modern Streetcar Project includes development of the project funding plan for the City Commission's consideration; and

WHEREAS, capital costs for the "Project" are preliminarily estimated at $388 million (including costs for Phase 1, Phase 2, and the Vehicle Systems Maintenance and Operating Facility), and annual operating costs between $14 million and $16 million per year for a term that could potentially extend for up to 35 years; and

WHEREAS, raising streets to meet resiliency standards is estimated to cost an additional $25 million and is proposed to be funded from the $14 million in Storm water bond proceeds in 2018 and $11 million in 2014 Miami-Dade County Interlocal agreement funds to be received in 2017; and

WHEREAS, the City is currently in the initial stages of selecting a developer to design, build, finance, operate, and maintain the Project, pursuant to a public-private partnership ("P3") approach under Fla. Stat. 255.065, with the goal of entering into an interim agreement with a recommended firm by September, 2016, to advance the preliminary development of the Project and establish the process for negotiating a Comprehensive Agreement for the delivery of the Project; and

WHEREAS, once the City enters into a Comprehensive Agreement with the concessionaire for the Project, it is anticipated that, during the construction of the Project and prior to the commencement of revenue operations, the City will make certain Milestone Payments to the concessionaire for the achievement of key Project deliverables (such as delivery of the Vehicle Systems following the successful conclusion of applicable vehicle safety certifications), and such Milestone Payments may cover more than 50 percent of the capital

costs of the Project, in an effort to lower overall Project financing costs; and

WHEREAS, there are advantages to having a portion of the Project capital costs paid through "Availability Payments" to the concessionaire (i.e., payments for performance after the completion of the Project), as Availability Payments are subject to the concessionaire satisfying performance standards once the Project is in revenue operations and in full use by the public, and accordingly, such a payment structure protects the City by transferring technology and other capital risks to the developer until such time as the City receives the Project's intended benefits; and

WHEREAS, all of the concessionaire's operating costs will be paid through Availability Payments, as payments for operations are also subject to developer's compliance with the specified performance standards that will be delineated in the Comprehensive Agreement; and

WHEREAS, it is anticipated that State and County funding sources will fund approximately 50 percent of the Project capital costs through a combination of Milestone Payments and Availability Payments; and

WHEREAS, the remaining approximately 50 percent of capital costs will be funded by City funding sources through a combination of Milestone Payments and Availability Payments; and

WHEREAS, as part of the City's ongoing discussions with the State and County with respect to funding for the Project, the City is exploring the possibility of working with the State and County to establish one-way tolls at entrances to the City of Miami Beach, with the proceeds of such tolls used to support the maintenance of the toll roads, as well as to fund a portion of the Project.

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 following local funding sources, subject to implementation requirements, and endorse the further evaluation of special assessment, tolling and other options.

Capital Milestone Payments

Resort Tax 2%	$10.0 million
City Center Parking Garage/Sops Surplus Funds*	13.0 million
City Center RDA Other Non-Tax Increment Funds*	8.0 million
Transportation Concurrency Management Funds	5.0 million
Total	$36.0 million
* These funds are not tax increment funds and are not part of the interlocal agreement with Miami Dade County, however, they must be used for portions of the project within the City Center RDA	

Availability Payments

Resort Tax 2%	$1.5 million/year
Resort Tax 1% South Beach Quality of Life Funds	1.0 million/year
People's Transportation Tax (PTP) Funds	3.0 million/year
Ridership Fares and Advertising	5.0 million/year
Total	$10.5 million/year

Resiliency Program Funding

2018 Storm Water Bond Proceeds	$14 million
2014 Miami-Dade County Interlocal Agreement Funds	11 million
Total	$25 million

PASSED and **ADOPTED** this 13th day of July, 2016.

ATTEST:

Philip Levine, Mayor

Rafael E. Granado, City Clerk

T:\AGENDA\2016\July\Transportation\A resolution approving funding plan approaches for the Miami Beach Light Rail-Modern Streetcar Project RESO v2 06 28 16.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney RAP Date 7-1-16

Condensed Title:

1. **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER WITH RESPECT TO THE RANKING OF PROPOSALS, PURSUANT TO PROPOSAL REQUIREMENTS DOCUMENT (PRD) NO. 2016-071-KB, NOTICE OF RECEIPT OF UNSOLICITED PROPOSAL FOR LIGHT RAIL/MODERN STREETCAR PROJECT IN MIAMI BEACH; AND AUTHORIZING NEGOTIATIONS FOR AN INTERIM AGREEMENT WITH THE TOP-RANKED PROPOSER, GREATER MIAMI TRAMLINK PARTNERS, AND SHOULD NEGOTIATIONS WITH THE TOP RANKED PROPOSOR NOT BE SUCCESSFUL, AUTHORIZING NEGOTIATIONS FOR AN INTERIM AGREEMENT WITH THE SECOND RANKED PROPOSER, CONNECT MIAMI BEACH.**

2. **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE INTERIM AGREEMENT TERM SHEET AND KEY CONCEPTS FOR A COMPREHENSIVE AGREEMENT WITH A PUBLIC PRIVATE PARTNER FOR A LIGHT RAIL/MODERN STREETCAR PROJECT IN MIAMI BEACH.**

Key Intended Outcome Supported:

Ensure comprehensive mobility addressing all modes throughout the city.

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

Item Summary/Recommendation:

On December 16, 2015, the Mayor and Commission adopted Resolution No. 2015-29247, accepting receipt of an unsolicited proposal from Greater Miami Tramlink Partners for a Light Rail/Modern Streetcar Project in Miami Beach, and authorizing the Administration to solicit alternative proposals for a public/private partnership ("P3"), in accordance with Florida Statute 287.05712, for an off-wire or "wireless" light rail/modern streetcar system (the "Project"). In the Proposal Requirements Document (PRD) issued on January 12, 2016, as amended on March 17, 2016, the City solicited other proposals to design, build, finance, operate and maintain the Project. The scope of the Project contemplates a fully "turn-key" delivery approach that includes the design, construction, financing, operation, and maintenance of the Project, including vehicles and associated power, communications, signalization, and other systems required for the functionality of the Project ("Vehicle/Systems Technology"); operation and maintenance facilities, related civil infrastructure, including "curb-to-curb" road reconstruction, permitting, and related services pertaining to the Project and other related infrastructure work. The City will make a site available for a maintenance facility, to be managed/operated by the successful Proposer. As part of the City's resiliency program for sea level rise, the successful Proposer shall be responsible for all resiliency-related work at specified geographical areas impacted by the alignment.

The City received three (3) proposals on May 10, 2016. After review of proposals and the presentations by each team, the City Manager recommends that the Mayor and Commission approve the recommended ranking of proposals pursuant to Proposal Requirements Document (PRD) No. 2016-071-KB, Notice of Receipt of Unsolicited Proposal for Light Rail/Modern Streetcar Project in Miami Beach, as follows: Number 1 – Greater Miami Tramlink Partners; Number 2 – Connect Miami Beach; Number 3 – Miami Beach Mobility Partners; authorize the Administration to enter into negotiations for an interim agreement with Greater Miami Tramlink Partners and, if the City cannot reach an agreement with Greater Miami Tramlink Partners, authorize negotiations with the second-ranked proposer, Connect Miami Beach; and further approve the Interim Agreement term sheet and key concepts for a Comprehensive Agreement. The City Manager further recommends that the Mayor and City Commission approve the Interim Agreement Term Sheet and Key Concepts for a Comprehensive Agreement. Additional details are provided in the attached memorandum.

RECOMMENDATION
ADOPT THE RESOLUTION.

Financial Information:

Source of Funds:		Amount	Account
	1		The cost of the Project, are subject to negotiations and funding availability approved through the City's budgeting process.
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Jose Gonzalez, Kathie Brooks

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD JG	KGB _____	JLM

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MIAMIBEACH

AGENDA ITEM R7S
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **RESOLUTIONS PURSUANT TO PROPOSAL REQUIREMENTS DOCUMENT (PRD) NO. 2016-071-KB, NOTICE OF RECEIPT OF UNSOLICITED PROPOSAL FOR A LIGHT RAIL/MODERN STREETCAR PROJECT IN MIAMI BEACH**

1. **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER WITH RESPECT TO THE RANKING OF PROPOSALS, PURSUANT TO PROPOSAL REQUIREMENTS DOCUMENT (PRD) NO. 2016-071-KB, NOTICE OF RECEIPT OF UNSOLICITED PROPOSAL FOR LIGHT RAIL/MODERN STREETCAR PROJECT IN MIAMI BEACH; AND AUTHORIZING NEGOTIATIONS FOR AN INTERIM AGREEMENT WITH THE TOP-RANKED PROPOSER, GREATER MIAMI TRAMLINK PARTNERS, AND SHOULD NEGOTIATIONS WITH THE TOP RANKED PROPOSOR NOT BE SUCCESSFUL, AUTHORIZING NEGOTIATIONS FOR AN INTERIM AGREEMENT WITH THE SECOND RANKED PROPOSER, CONNECT MIAMI BEACH.**

2. **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE INTERIM AGREEMENT TERM SHEET AND KEY CONCEPTS FOR A COMPREHENSIVE AGREEMENT WITH A PUBLIC PRIVATE PARTNER FOR A LIGHT RAIL/MODERN STREETCAR PROJECT IN MIAMI BEACH.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolutions.

KEY INTENDED OUTCOME SUPPORTED

Ensure Comprehensive Mobility Addressing All Modes throughout the City
Maximize The Miami Beach Brand As A World Class Destination.

FUNDING

The cost of the related services, determined upon successful negotiations, are subject to development and implementation of a funding plan, and funding availability approved through the City's budgeting process.

BACKGROUND

On or about June, 2015, the City received an unsolicited proposal for a wireless light rail/modern street car project. On December 16, 2015, the Mayor and Commission adopted Resolution No. 2015-29247, accepting receipt of the unsolicited proposal from Greater Miami

Tramlink Partners for a Light Rail/Modern Streetcar Project in Miami Beach, and authorized the Administration to solicit alternative proposals for a public/private partnership ("P3"), in accordance with Florida Statute 287.05712,[1] for an off-wire or "wireless" light rail/modern streetcar system (the "Project").

At the March 9, 2016 City Commission meeting, the Mayor and City Commission approved Resolution No. 2016-29326, to provide for the qualifications-based ranking of proposals pursuant to the City-issued Proposal Requirements Document (PRD), so that the City could negotiate an interim agreement with the top-ranked firm. The purpose of the interim agreement is to provide for commencement of development activities, and establish the process and timeline for obtaining and negotiating a comprehensive agreement and a fixed price for delivery of the Project.

BACKGROUND ON PROPOSAL REQUIREMENTS DOCUMENT (PRD), PROJECT SCOPE AND MINIMUM REQUIREMENTS

In the PRD issued in response to the unsolicited proposal, the City solicited other proposals from qualified firms to deliver the Project and design, build, finance, operate and maintain the Project in accordance with the specifications identified by the City in the PRD.

The scope of the Project contemplates a fullly "turn-key" delivery approach that includes the design, construction, financing, operation, and maintenance of the Project, including vehicles and associated power, communications, signalization, and other systems required for the functionality of the Project ("Vehicle/Systems Technology"); operation and maintenance facilities, and related civil infrastructure, including "curb-to-curb" road reconstruction, permitting, and related services pertaining to the Project, including all surveys, relocation of all utilities, replacement of pipes more than 50 years old and other related infrastructure work. The City will make a site available for a maintenance facility, with such site to be managed/operated by the successful Proposer as part of the Project. Further, the successful Proposer shall be responsible for all resiliency-related work at specified geographical areas impacted by the alignment, with such areas to be determined by the City during the interim agreement negotiations.

Because the delivery method for the Project calls for the successful Proposer to design, build, finance, operate and maintain the project, each of the Proposers is a team comprised of various Lead Team Participants (as that term is defined in the City's PRD). The Lead Team Participants include:

- the Lead Investor, the entity primarily responsible for providing equity for the Project;
- the Lead Contractor, the entity responsible for construction;
- the Vehicle/Systems Supplier, the manufacturer of the streetcar and related technology;
- the Lead Engineer, the entity responsible for coordinating completion of Project engineering; and
- the Lead Operator/Lead Maintenance Entity, the entity/entities responsible for operation and maintenance of the Project once the streetcars are in revenue operation.

Based on directives provided by the Mayor and City Commission in Resolution Nos. 2015-29247 and 2016-29326, the City specified various minimum requirements in the PRD, including:

[1] Effective July 1, 2016, Section 287.05712 of the Florida Statutes has been renumbered and amended as Section 255.065.

- The Proposer's Vehicle/Systems Technology shall have demonstrated capacity of fully catenaryless for revenue operations in Miami Beach while in operation between stops along the Project route, following an alignment on a dedicated right of way. For purposes of satisfying the Minimum Requirements, the Vehicle/System Technology may use catenary within the maintenance facility depot, and may allow for charging of the vehicle batteries or supercapacitors at passenger stops along the route;

- The Proposer's Vehicle/Systems Technology shall have demonstrated full performance capabilities, including maintaining air conditioning in all vehicles in a climate similar to the climate in the City of Miami Beach;

- The Proposer's Vehicle/Systems Technology must include low floor, low step design throughout each vehicle to maximize and facilitate accessibility and more timely passenger loading and unloading;

- The Proposer's Vehicle/Systems Technology shall be able to operate in a typical centenary system in the United States (750V DC);

- The Proposer's Vehicle/Systems Technology shall have demonstrated capacity to address minimum ridership of 20,075 people on a daily basis, should it be extended across the MacArthur Causeway as part of the Direct Connect Project;

- The Proposer's Lead Contractor shall demonstrate a bonding capacity of not less than $300 million;

- The Proposer's Lead Contractor must have successfully delivered, as a general contractor under a design/build or other form of construction contract, at least one (1) public or public/private infrastructure project with minimum hard construction costs of $250 million in the last five (5) years;

- The Lead Investor must have successfully delivered financing for a P3 project of at least $400 million in the last five (5) years.

PRD PROCESS

A mandatory pre-proposal conference to provide information to prospective proposers was held on February 19, 2016. PRD responses were due and received on May 10, 2016. The City received a total of three (3) proposals from the following teams:

Team Name	Team Members
Connect Miami Beach Team	OHL Infrastructure, Inc. Globalvia Inversiones, S.A.U. COMSA Concesiones, S.L.U.
Greater Miami Tramlink Partners	Alstom Transportation, Inc. Alstom Transport SA Archer Western Contractors LLC InfraRed Capital Partners Limited Jacobs Engineering Group Inc. Serco Inc. Walsh Investors LLC
Miami Beach Mobility Partners	SACYR Infrastructure USA, LLC John Laing Investments Limited AECOM Technical Services Inc.

On May 13, 2016, the City Manager, via Letter to Commission (LTC) No. 207-2016, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

- Dan Gelber, Resident, City of Miami Beach;
- Jose Gonzalez, Transportation Department Director, City of Miami Beach;
- David Martinez, Director, Office of Capital Improvement Programs, City of Miami Beach;
- Javier Rodriguez, P.E., Executive Director - Miami-Dade Expressway Authority (MDX);
- Carmen Sanchez, Planning Department Deputy Director, City of Miami Beach; and
- Allison Williams, Chief Financial Officer, City of Miami Beach

Javier Rodriguez, P.E., Executive Director - Miami-Dade Expressway Authority (MDX), was replaced as an evaluation committee member with Mr. Scott Robins, Resident, City of Miami Beach (see LTC No. 218-2016). However, Mr. Robins was unable to participate in the Evaluation Committee due to scheduling conflicts.

The Evaluation Committee convened on June 16, 2016 to consider the proposals. Previously, on May 24, 2016, the Committee was provided with an overview of the Project, information relative to the City's Cone of Silence Ordinance, and the Sunshine Law. The Committee was also provided with general information on the scope of services, references, a copy of each proposal, the proposers' financial statements, proposers' responses to City's requests for clarifications, advisors'[2] summary of the proposals, advisors' financial evaluation of the proposals, and Addendum Nos. 1 and 2 of the advisors' summary of the proposals.

The Committee was instructed to score and rank each proposal in order of preference pursuant to the evaluation criteria established in the PRD, which included consideration of the:

[2] The term "advisors" refers to the City's Project Consultant, Kimley Horn and Associates, whose team includes various engineering firms as sub-consultants, such as HDR, LTK, and Parsons Brinkerhoff.

- experience and qualifications of the Proposer and each of the Lead Team Participants; and
- financial capability of the Proposer; and
- each Proposer's approach and methodology for delivery of the Project (including but not limited to their approach to design and construction, implementation of projects in complex urban environments, approach to the Vehicle/Systems Technology, and approach to the process for developing a comprehensive agreement).

The evaluation process resulted in the ranking of proposers as indicated in the table below.

EVALUATION COMMITTEE MEETING FOR PROPOSAL REQUIREMENTS DOCUMENT (PRD) NO. 2016-071-KB, FOR NOTICE OF RECEIPT OF UNSOLICITED PROPOSAL FOR LIGHT RAIL/MODERN STREETCAR PROJECT IN MIAMI BEACH	David Martinez	Jose Gonzalez	Carmen Sanchez	Dan Gelber	Allison Williams			LOW AGGREGATE TOTALS	Rank
Connect Miami Beach Team	3	2	3	3	3			14	3
Greater Miami Tramlink Partners	2	1	1	1	2			7	1
Miami Beach Mobility Partners	1	3	2	2	1			9	2

ANALYSIS

Each of the proposer teams include competent, qualified infrastructure and vehicle system supplier firms that are among the largest multinational corporations in their respective industries, with multiple subsidiaries, tens of thousands of employees, global operations, and wide-ranging experience in implementing a range of infrastructure projects throughout the world. As part of the review of the proposals, the City's Project Consultant and City staff have conducted a detailed review of the proposals and have determined that **all three (3) of the proposals submitted are responsive and meet the City's Minimum Requirements for the Streetcar Project.**

The experience of each of the proposer teams is summarized below:

The Connect Miami Beach Team

Number of Vehicle Systems/Supplier Rail Projects Delivered to Revenue Service:

- *Wireless*: Three (3) wireless streetcar projects, namely:
    - Seville, Spain; in operation since 2010
    - Zaragoza, Spain; in operation since 2011
    - Kaohsiung, Taiwan; in operation since 2015
- *Other Rail*: 20 rail/transit projects (heavy, commuter, light rail).
- Construction costs: $16.9M to $2.3B.
- 10 are P3 projects; 9 of the 10 are in operation, and were completed between 1997 and 2016

Wireless Streetcar Projects in Operations in Urban Areas and Ridership:

- Seville: 50,000 daily ridership
- Zaragoza – 80,000+ daily ridership
- Kaohsiung – ridership data not available

Lead Team Participant Experience:

- Globalvia – concessionaire on 7 projects (LRT and metro service).
- COMSA –concessionaire on 5 and as contractor on 4 projects (LRT service).
- OHL – participated as contractor on 4 projects (LRT and rail service).
- OHL Community Asphalt - participated as contractor on 1 project (Metrorail service).
- Atkins – participated as engineer on 3 projects (LRT and commuter rail).

Prior Working Relationships Between and Among Team Members:

- Madrid LRT – OHL Concessionaires, COMSA Concessionaires and OHL Construction
- Malaga LRT – Global Via Concessionaires, COMSA Concessionaires and COMSA Construction and CAF
- Global Via Concessionaires, COMSA Concessionaires and COMSA Construction partnered on this project.
- Trambaix LRT - Global Via Concessionaires, COMSA Concessionaires and COMSA
- Trambesos LRT – COMSA Concessionaires, Globalvia and COMSA
- Miami Airport Link – OHL Community Asphalt, Railworks Track Systems, and Atkins partnered on this project.
- Seville LRT – Globalvia Concessionaires and CAF partnered on this project.

<u>Technology Considerations for Connect Miami Beach</u>:

Proposed Vehicle/System

- CAF URBOS wireless 5-section vehicle
- 100% low floor, approximately 105 feet long
- Passenger capacity of 270 to 300 per vehicle, fully-loaded
- CAF URBOS in wireless revenue operations since 2010
- Vehicle uses an Onboard Energy Storage System (OESS) consisting of Lithium Ion batteries and supercapacitors
- The OESS is charged at passenger stops, taking between 20 to 30 seconds (typical time for passenger loading/unloading)
- For example of Zaragoza vehicle, see https://www.youtube.com/user/tranviadezgz.

CAF has supplied similar, Buy America compliant, 3-section URBOS vehicles using a catenary system to two transit authorities in the United States (Cincinnati and Kansas City). Additionally, as represented in its proposal, CAF has delivered several transit vehicles (Light Rail Transit and Streetcars) in North America. The Connect Miami Beach team has proposed using overhead charging stations to charge the vehicle OESS at passenger stops, with the overhead charging bar to be integrated into the architecture of the stop platform.

While the URBOS vehicle using a catenary system has been certified for use in the United States and is in operation in Kansas City, Missouri, the URBOS wireless transit vehicle using the OESS would have to be certified for use in the United States and specifically in Florida by the State Safety Officer. Similar systems have been approved for use in Seattle, Washington and Dallas, Texas.

Overall, the Evaluation Committee ranked the Connect Miami Beach team third. During the deliberations, in discussing the relative merits of the proposer teams, concerns were expressed with respect to the supercapacitors and how they might impact the reliability of the transit system. As part of the City Manager's due diligence efforts to verify the factual assertions made in the proposals,[3] the City's Project Consultant has confirmed that the wireless URBOS transit vehicle, which utilizes the supercapacitors, has been in revenue operations since 2010 and is now operating in three cities (Seville, Spain; Zaragoza, Spain; and Kaohsiung, Taiwan). In addition, during the City Consultant's interview of the Zaragoza, Spain public transit owner of CAF URBOS vehicles, the public transit owner noted that the URBOS transit vehicle in Zaragoza, Spain has performed well.

The Greater Miami Tramlink Partners Team

Number of Vehicle/Systems Supplier Rail Projects Delivered to Revenue Service:

- *Wireless*: 6 wireless streetcar projects (listed below)
- *Other Rail*: 31 rail/transit projects.
- Construction cost: $52.1M to $5.3B.
- Seven P3 projects.
- Completed between 1999 and 2016; 6 are in operation

Wireless (Ground-based power) Streetcar Projects in Operations in Urban Areas and Ridership:

- Reims, France 2011: 50,000 daily ridership
- Bordeaux, France (Innorail) 2003: 165,000 daily ridership
- Angers, France 2011: 35,000 daily ridership
- Orleans, France 2012: (ridership data not available)
- Tours, France 2013: 55,000 daily ridership
- Dubai, UAE 2014: 12,000 daily ridership (Jan. through June, 2015)

Lead Team Participant Experience:

- InfraRed –concessionaire on 2 for pursuit phase (LRT and commuter rail projects were awarded to another team) and 1 (high speed rail)
- Walsh – concessionaire on 1 for pursuit phase (LRT)
- Alstom –concessionaire on 1 pursuit phase (LRT)
- Archer-Western - contractor on 13 (LRT, commuter rail, intercity rail and 1 streetcar)

[3] As explained in Section 0200(8) and Section 0400 of the PRD, the Evaluation Committee's ranking is advisory to the City Manager, who may conduct his own review of, among other factors, the ability, capacity and experience of the proposers, in making his recommendation to the City Commission.

- Jacobs –engineer on 10 (LRT, commuter rail, metrorail, and 3 streetcars)
- Serco – participated as lead operator on 6 (LRT, commuter rail and streetcar)

Prior Working Relationships Between and Among Team Members:

- Dubai Streetcar – Alstom and Serco partnered on this project
- Lusail Streetcar – Alstom and Serco partnered on this project
- Calendonia Sleepers (rail) - Alstom and Serco partnered on this project
- Jacobs and Walsh/Archer-Western partnered on several infrastructure projects (non-transit)

Technology Considerations for Greater Miami Tramlink Partners

Proposed Vehicle/System

- Alstom Citadis wireless 5-section vehicle
- 100% low floor, approximately 106 feet long
- Passenger capacity of 304 per vehicle, fully-loaded
- Alstom Citadis in wireless revenue operations since 2011
- Vehicles powered by GPS (ground power system)
- Charging "third rail" installed as part of the rail infrastructure, in operation since 2003
- Ridership in excess of 50,000 per day in Reims, Bordeaux, and Tours, France
- Example of Alstom Dubai vehicle: https://www.youtube.com/watch?v=RYUgW-rEEBE

The technology proposed by Greater Miami Tramlink Partners has been in operation in Bordeaux, France since 2003 (first introduced by Innorail, later sold to Alstom), and in five other cities since 2011. The Citadis transit vehicle using a catenary system is also in revenue operation in North America (Ottawa, Canada).

One of the questions raised in the PRD, and by the Evaluation Committee, relates to how the proposed system would operate in a flood-prone environment such as in Miami Beach. This is particularly relevant to Alstom's GPS system, which is powered underground, linking to the third rail that charges as the transit vehicle passes over the rail. The Greater Miami Tramlink Partners proposal stated that the power system is enclosed in water tight systems that protect the power system against water intrusion from groundwater or flooding. Further, as part of the presentation to the Evaluation Committee, a video was shown of the Citadis wireless transit vehicle in operation during a major flood event in Dubai. The proposer's statements concerning the vehicle's performance during the Dubai flood were subsequently confirmed by the City's Project Consultant.

The Citadis wireless transit vehicle is designed to European standards, and both the Citadis transit vehicle and GPS power system will have to be certified for use in the United States, and specifically Florida, by the State Safety Officer. During the Evaluation Committee question and answer period, Alstom acknowledged that it would need to go through the certification process in the United States.

The Miami Beach Mobility Partners Team

Number of Vehicle/Systems Supplier Rail Projects Delivered to Revenue Service:

- *Wireless*: 1 wireless streetcar in operations: Dallas, TX
- *Other Rail*: 39 rail/transit projects (heavy, commuter and light rail)
- Construction costs: $3M to $7.9B
- Six P3 projects/and or procurements
- Completed between 1985 and 2016; 5 in operation

Wireless Streetcar Projects in Operations in Urban Areas and Ridership:

- 1 project (Dallas, Texas); 3 months after 2015 opening date: ridership of 300 per day

Lead Team Participant Experience:

- Sacyr – concessionaire on 2 projects (LRT and metrorail) and as contractor on 13 projects (LRT, commuter rail, metrorail and high-speed rail)
- John Laing – concessionaire on 4 projects (LRT, commuter rail)
- AECOM - contractor on 7 projects (LRT, metrorail, commuter rail, intercity rail) and engineer on 13 (LRT, metrorail, commuter rail, intercity rail, and streetcar)

Prior Working Relationships Between and Among Team Members:

- Sacyr and AECOM indicated they have jointly pursued of over 20 projects, such as the Murcia Airport in Spain and the QEZ-1 Infrastructure Development in Qatar
- On several rail projects, AECOM was the city engineer and Brookville was the vehicle provider
- John Laing and AECOM have successfully partnered on the Addenbrookes project in the UK and are presently partnered in a short-listed consortium in pursuit of the I-70 project in Denver, Colorado

Technology Considerations for Miami Beach Mobility Partners

Proposed Vehicle/System

- Brookville Liberty wireless 3-section vehicle
- 70% low floor, approximately 66 feet long
- Passenger capacity of 151 per vehicle, fully-loaded
- Brookville Liberty in wireless revenue operations since 2015
- Vehicles powered by batteries, charged at mid-point and end-point of line
- Vehicles take 1.5 to 2.5 minutes to charge at mid-point; and 8.5 minutes at end-point
- Limited ridership data since 2015; 300 riders per day in Dallas
- Example of the Dallas transit vehicle: https://www.youtube.com/watch?v=u-p38jG3J4A

Brookville has two vehicles in operation in Dallas, Texas, and recently delivered a third vehicle to Dallas that is not yet in revenue operations. The vehicle uses an OESS (Onboard Energy

Storage System) consisting of batteries for power. The OESS will be charged with an overhead "charging bar" at the end-point and mid-point of the phase 1 alignment.

As stated by the proposer, the "worst case" scenario for charge time on a proposed Miami Beach system would be up to 2 ½ minutes at the mid-point and up to 8 ½ minutes at the end-point. These charging times would logically require a transfer of the passengers to another transit vehicle, as these charging times are much longer than typical unloading and loading at a transit stop of 20 to 30 seconds. For the charging at the end-point of the line, the vehicle would need to be taken out of service to accommodate the 8.5 minute timeframe required for charging.

The current Liberty Streetcar system in operation in Dallas is a three-section car system that, as proposer notes, is "Buy America" compliant. Miami Beach Mobility Partners proposed a similar three-section car structure that includes low floor boarding in the center and a step up to board the ends of the vehicle.

During the Evaluation Committee presentation, Miami Beach Mobility Partners indicated that the Liberty transit vehicle, using battery power, could run without charging for "miles and miles" and "up to an hour" based on computer "simulations." Similarly, the team stated that it could address growing ridership needs by linking vehicles together to convert a 3-section vehicle into a 6-section vehicle. However, these performance assertions have not been verified in revenue operations for any Brookville vehicle.

Additional Due Diligence on the Proposer Teams

The PRD requests that the proposers provide information concerning their litigation history, bankruptcy history, history of debarments or government contract cancellations, and other information, including certifications regarding compliance with the State of Florida public entity crimes laws, the City's vendor campaign contribution requirements, and the City's code of business ethics requirements. Such information about the Proposers and their background is part of the City's evaluation of whether each of the Proposers is a "responsible" entity: that is, "a firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance." *See Couch Construction Co., Inc.* v. *Fla. Dep't of Transportation*, 361 So. 2d 184, 187 (Fla. 1st DCA, 1978); Section 287.012(24), Fla. Stat.; Fla. Admin. Code R. 60D-5.002(19).

In addition to a review of the information provided by each of the proposers in their proposal submissions, the City engaged Kroll Associates, Inc. to perform an independent review and analysis of key Lead Team Participants. This review included conducting research from available public records searches with respect to each of the key Lead Team Participants, such as litigation searches, lien/judgment searches, regulatory searches and media searches, in both the U.S. and the primary foreign jurisdictions where the firms are based.

Each of the proposer teams include infrastructure and vehicle system supplier firms that are among the largest multinational corporations in their respective industries, with multiple subsidiaries, global operations, and tens of thousands of employees. For this reason, the Kroll reports have identified numerous litigation matters and other potentially material adverse findings for each of the proposer teams.

A brief outline of key matters identified in each of the Kroll reports, as well as a copy of each of the reports, is attached as Exhibit 1 to this Memorandum.

Notably, each of the proposer teams has, at some point in its past, faced allegations of corruption, bribery, or similar misconduct:

- Alstom S.A., part of the Greater Miami Tramlink Partners teams, has had various of its subsidiaries and/or former subsidiaries and employees implicated in corruption matters in multiple jurisdictions, and a number of these matters appear to have led to criminal convictions of the executives involved, as well as Alstom's admission of misconduct and agreement to pay the United States a $772 million fine as part of a resolution of Foreign Corrupt Practices Act charges. Alstom has also been implicated in a corruption investigation of Brazilian stated owned oil company, Petrobras, including allegations that Alstom and G.E. paid bribes to secure contracts in Brazil.

- OHL Infrastructure (part of the Connect Miami Beach Team) has been implicated in corruption allegations in Spain, including allegations that OHL agreed to or made payments to members of the PP Party in exchange for government contracts. OHL has also faced additional corruption allegations with respect to certain projects in Mexico. With respect to both matters, OHL has denied all allegations. Similarly, another member of the Connect Miami Beach team, COMSA, S.A., has had its key principals accused of making illegal payments to government officials in Spain.

- Sacyr (part of Miami Beach Mobility Partners team) has had its former president implicated in corruption allegations in Spain, including allegations that its former president agreed to or made a EUR 200,000 payment to a member of the PP Party in Spain, in exchange for a government street-cleaning contract in Castilla-La Mancha. Its former president was also implicated in a water theft enterprise in 2005. With respect to both matters, Sacyr and its former president have denied all allegations.

Because the information in the Kroll reports raises questions about each of the proposer teams, should the Mayor and City Commission authorize negotiations for an interim agreement with any one of the proposer teams, I recommend that the City meet with compliance officers of the recommended team to better understand the allegations of prior misconduct, how the company has responded to the allegations, the status of any pending matters, and what internal controls, compliance, ethics training and/or monitoring functions the firm has in place to prevent future misconduct, and assure the City that the proposer team has the appropriate compliance program in place to faithfully performing the contract requirements and deliver the Project reliably and with integrity. The results of that additional inquiry and due diligence will be presented to the City Commission prior to approval of any interim agreement.

CITY MANAGER'S RECOMMENDATION

After reviewing the proposal submissions, the City Consultant's technical reports, the Kroll reports, and having taken under consideration the Evaluation Committee's deliberations and ranking, and the factors noted in Section 2-369 of the City Code, I recommend that the Mayor and City Commission approve the following ranking of proposers, and authorize the Administration to commence interim agreement negotiations with the first ranked firm and, should negotiations with the first-ranked firm not be successful, to authorize negotiations with the second-ranked firm, as follows:

Number 1 – Greater Miami Tramlink Partners
Number 2 – Connect Miami Beach
Number 3 – Miami Beach Mobility Partners

In making my recommendation, I note that each of the teams is competent, qualified, and each has substantial experience in delivering infrastructure projects throughout the world. This is important to note because since there has been no competition with respect to cost, the presence of three (3) capable teams as part of this procurement gives us the ability to negotiate from a position of strength with the first-ranked firm. However, **this is ultimately a procurement for a *wireless streetcar project*** and, in this qualifications-based selection, my recommended ranking is consistent with the ***demonstrated*** experience of each of the teams in delivering wireless streetcars projects that are actually in service. To this end, my recommended first-ranked proposer, Greater Miami Tramlink Partners, has delivered more wireless streetcar projects than any of the other teams, with five (5) proven projects in revenue service. My recommended second-ranked proposer, Connect Miami Beach, has delivered three (3) wireless streetcar projects in revenue operations with ridership exceeding 50,000 per day on at least one of its projects. Finally, my recommended third-ranked proposer, Miami Beach Mobility Partners, has only one (1) project in revenue operations, with only two (2) vehicles in service with an average daily ridership of 300 riders per day.

My recommendation with respect to my recommended third-ranked proposer, Miami Beach Mobility Partners, differs from the Evaluation Committee's ranking, as the Committee ranked Miami Beach Mobility Partners second. Although the Brookville vehicle meets the Minimum Requirements, there are certain aspects of the Brookville Liberty system that, in my view, are not as desirable as the Alstom Citadis or CAF Urbos systems; in particular:

1) the Brookville vehicle has a charging time of 1.5 minutes to up to 2.5 minutes at mid-point of the line, and as much as 8.5 minutes at the end of the line, compared to Alstom (which does not require overhead charging) or CAF (with charging times of 20-30 seconds at the stops);

2) the Brookville charging at mid-point or end-point of the line would likely require passenger transfers to ensure timely service (or conversely, would require passenger to wait on the train for extended periods of time), compared to the Alstom or CAF vehicles, which are more efficient in this respect;

3) due to the necessary passenger transfers associated with the extended vehicle charging wait times, the proposed system would require additional vehicle fleet and other resources to support the arrival of vehicles at stops every six to seven and a half minutes during peak periods; and

4) the Brookville vehicle is much smaller (66 feet long) and has more limited passenger capacity (max. 151) compared to the Alstom or CAF vehicles, which means the Brookville vehicles, as proposed, can accommodate fewer ridership during peak periods; and

5) the Brookville vehicle is not 100% low floor, as compared to the Alstom or CAF vehicles.

As part of my recommended rankings, I also considered the various claims concerning each vehicle system's certification status and readiness for use in the United States. I do not find

this issue to be dispositive. First, I have actually observed and ridden several of these systems in Europe (i.e., CAF's system in Seville, and Alstom's systems in Reims and Bordeaux), and I find it hard to believe these systems cannot be made to work here. Furthermore, the State of Florida has not yet approved any wireless system for use in Florida, and all three of the proposers' vehicles and systems would need to obtain vehicle safety certifications in Florida by the State Safety Officer. For this reason, one of the Early Deliverables I have recommended for the Interim Agreement (as set forth more fully below) requires developing a plan for certification satisfactory to the City's Project Consultants and staff, to provide the City with assurance that the vehicle and systems can reach certification in a timely manner to maintain the Project on an advanced schedule. An Early Deliverable will also include a plan for interoperability to ensure the future connection across MacArthur Causeway, once that segment is added. Such plan will include a contractual obligation to provide access to all necessary technology and adaptations to ensure interoperability.

Similarly, I considered the arguments advanced by both Connect Miami Beach and Miami Beach Mobility Partners, indicating that their vehicle systems are more attractive because they are "Buy America" compliant and the Alstom system, currently, is not. First, I note that the City Commission made clear, at its March 9, 2016 City Commission meeting, that "Buy America" requirements would not apply to this Project, as the City's intent is to expedite this Project and only pursue State of Florida and Miami-Dade County funding for the Project. Furthermore, if in the future the City Commission decides that Buy America requirements would be advantageous to the Project (e.g., with respect to funding options such as tolling), "Buy America" compliance is something that could be addressed with the Greater Miami Tramlink Partners team. This requirement primarily applies to the Vehicle/Systems and there are ways to achieve compliance that could be explored, if necessary. Such issues would have to be addressed prior to execution of any comprehensive agreement for the Project.

One major question looming over this project is the ability of each system to operate effectively in our local environment, characterized by occasional flooding and rising sea levels. Since this is a long term investment, it is important to consider how the respective technologies will function over a 30-50 year time frame, and perhaps even longer. Unfortunately, none of us have a crystal ball to know exactly what conditions will be like at any specific time. But we can assume that water tables will continue to rise, and that despite the significant storm water master plan the City is implementing, there will still be episodes when temporary flooding will take place.

With respect to the latter, I think all three Vehicle/Systems have evidenced a capacity to operate during flooding in various markets. Similarly, all three (3) providers have also acknowledged that at higher water levels, their system will not function. And as for operation during tropical storm events, I suspect we would be halting operations long before the effects of such storm were felt. As such, I do not think any system necessarily has an advantage with respect to this issue.

The question of rising sea level is a bit more complicated. We have two very different technologies proposed. Two of the bidders (Connect Miami Beach and Miami Beach Mobility Partners) utilize battery powered vehicles with charging stations located at passenger stops. Recharging takes place by a connection at the roof of the vehicle. There are no underground utilities. Greater Miami Tramlink Partners utilizes vehicles powered by a ground power system with a charging third rail as part of the infrastructure. There are no overhead lines or infrastructure whatsoever.

The question that naturally arises is whether an above ground charging operation is preferable to underground technology in light of the rising underground saltwater tables. In assessing this, I make note of the following factors. First, there will be a significant resiliency component of this project that will include raising streets, installing pumps, etc., as well as an elevated platform for the rail. Second, we know that across this City, undergrounding of utilities is taking place and is perceived as a preferred approach to above ground wiring that is at risk to windstorm events. FPL, Comcast and other utilities that are undergrounding, are doing so with technology that is meant to be resilient to rising water levels. During the oral presentations, Alstom provided information about how their GPS would be resistant to seawater intrusion. I have no reason to believe that the underground electric sources cannot be protected with appropriate technology, but that is something we certainly would need to achieve full comfort with prior to entering into any comprehensive agreement.

I also take comfort from the fact that whichever entity is selected, will have a long term financial stake in the successful operation of the system. The annual payments during the course of the 35 year concession (referred to as "availability payments"), include not only operations and maintenance payments, but also debt service for at least 50% of the capital costs. The City's obligation to continue to make the availability payments will be contingent upon the continued efficient performance of the streetcar system. Any required maintenance or repair to the system in excess of the availability payments during that time frame will be the obligation of the concessionaire at its cost. No matter which technology is selected, the winning team will have a significant stake in the long term successful operation of the system.

I also considered other differentiators between the Greater Miami Tramlink Partners team and the Connect Miami Beach team. In reviewing the discussions at the Evaluation Committee with regard to the construction of the Project, I consider the Greater Miami Tramlink Partners team to have been extremely thoughtful in their approach to the utility relocation issues and maintenance of traffic plans for the Project, two issues of critical importance during the construction period for the Project.

Further, I base my recommended ranking on the fact that Connect Miami Beach stated in its proposal, and during oral presentations, that it would fund its development costs during the interim agreement phase at its sole risk (other than for items such as early works construction activities, or the environmental clearance process), whereas the other teams indicated that funding for their development activities would require further discussion with the City. I believe that whichever team is selected, the City should require such proposer to fund its development costs during the interim agreement phase.

For the above reasons, I recommend that the Mayor and City Commission authorize negotiations for an interim agreement with my first-ranked proposer, Greater Miami Tramlink Partners and, if the City cannot reach an agreement with Greater Miami Tramlink Partners, to authorize negotiations with the second-ranked proposer, Connect Miami Beach.

INTERIM AGREEMENT TERM SHEET AND COMPREHENSIVE AGREEMENT KEY CONCEPTS

At the March 9, 2016 City Commission meeting, the Mayor and City Commission approved Resolution No. 2016-29326, to provide for the qualifications-based ranking of proposals pursuant to the City-issued Proposal Requirements Document (PRD), so that the City could negotiate an interim agreement with the top-ranked firm. The purpose of the interim agreement is to provide for commencement of development activities, and establish the

process and timeline for obtaining and negotiating a comprehensive agreement and a fixed price for delivery of the Project.

The Interim Agreement Term Sheet summarizes key terms to be negotiated over the next sixty (60) days with the successful proposer so that an Interim Agreement can be brought back to the Commission for its consideration in September or October, 2016. The Comprehensive Agreement Key Concepts lays the initial concepts for the final Comprehensive Agreement which will be further flushed out during negotiation of the Interim Agreement and brought back to Commission as part of that approval process.

The draft Interim Agreement "Term Sheet" for the Project is attached as Exhibit 2. The Interim Agreement will outline the roles and responsibilities of the City and the "Developer" (term used to designate the Top Ranked Proposer) during the Project development period between the Interim Agreement and signing the Comprehensive Agreement/Financial Close. The Term Sheet includes a number of key elements that will be included in the final Interim Agreement. I have highlighted a number of key elements of the draft Interim Agreement Term Sheet below.

- **Project Scope** – The draft Interim Agreement Term Sheet ("Term Sheet") includes the Project Scope from the PRD for the Developer and ultimately "Concessionaire" (the Developer becomes the Concessionaire upon signing the Comprehensive Agreement and reaching Financial Close) to develop, design, build, finance, operate and maintain the Project over a 35-year term. The scope also includes delivering Resiliency Program requirements in the area where the LRT/Modern Streetcar will be running in dedicated lanes in existing roads. The Developer is given 210 days to meet the requirements of the Interim Agreement. (See Section 1.1 to 1.3).

- **Major Project Development Stage Deliverables** – The Developer will be responsible for delivering a series of major deliverables such as:

  - **Early Deliverables** – These focus on key areas of vehicle and systems certification, interoperability, preliminary price estimates, and a more detailed project schedule. These early deliverables are required in the first 60 to 90 days of the Interim Agreement to expedite the necessary due diligence for key areas of the Project. (See Sections 2.1 to 2.6);

  - **Technical Project Plans** – These focus on all key technical areas of the Project, including roadway design and construction, rail and rail systems design and construction, maintenance of traffic plans, vehicle delivery and testing, system operating plan, system safety plan, resiliency and sea level rise, etc. These plans will likely be delivered in early Spring 2017. The Developer will be provided with the Draft Project Environmental Impact Report (including project designation such as alignment, site of the vehicle storage and maintenance facility, etc.) and other key Project definition elements to guide the Developer's project development activities. (See Sections 2.7 to 2.15);

  - **Project Financial Plan** – This will focus on a firm price proposal and financing to advance the Project to be delivered as early as possible, based on information to be provided by the City concerning the City funding sources that will be available to support the Project. (See Section 2.16),

- **Responsibility for Funding Project Development** – The City will normally fund costs of the Developer that may be used or re-used by the City, regardless of the unique Project plan being developed by the Developer. These include the detailed survey, including underground survey activities, and identification of utilities and relocation plans for these utilities. In P3 projects, the Developer is generally responsible for the development costs associated with preparation of its proposed technical approach to the Project. The Term Sheet outlines these concepts on more detail. (See Sections 2.20 to 2.21).

- **Termination Provisions** – The Term Sheet outlines termination provisions that include the City's ability to terminate the Interim Agreement at any time. The City may be obligated for certain to-be-negotiated Developer costs if the City decides to terminate without default or for other causal factors beyond the City's control. The Term Sheet also is clear that the City has the total right to move to the 2nd ranked proposal if the Project Development process is not moving as required, the Developer defaults, and/or agreement cannot be reach on key issues such as price. (See section 5).

Key Elements for the Comprehensive Agreement – The Term Sheet includes an attachment that includes key provisions to be considered for the Comprehensive Agreement. This helps the Developer better understand the Project goals and also guides the process as it moves toward a Comprehensive Agreement. Several of the key provisions includes:

- **Fixed Price** – The Comprehensive Agreement will include a fixed price for delivery of the Project, subject to certain adjustments as provided in the Agreement. An example of an adjustment could be the City request new services not contemplated in the original agreement, or to provide for an inflation increase to annual operations and maintenance cost indexed to the consumer price index.

- **Term** – An overall term of 35 years – 4 to 5 years of design, construction, vehicle manufacturing and testing and then 30 years of operations.

- **Project Ownership** – The City will own the Project and the Concessionaire will design, build and operate the system under agreement with the City.

- **Project Payments Tied to Performance** – Milestone payments tied to completion of key deliverables such certification and delivery of the vehicles, completion of all roadway and rail construction, and opening of the system for revenue operations. Availability Payments tied to operating and maintenance performance measures, such as on-time performance, cleanliness, timely maintenance, and meeting safety requirements, will also be included.

- **Concessionaire Investment** – The Concessionaire (owner of the Project Team) must invest a minimum amount (at least $10 million or 10% of the amount financed of capital costs, whichever is higher) and maintain these investments during design, construction and one year of the operating period.

- **Performance Guarantees** – The Concessionaire must provide a combination of performance bond, letters of credit and parent company guarantees to ensure performance of design, construction and operations.

- **Termination** – The City reserves the right to terminate for convenience or Concessionaire default.

CONCLUSION

The Administration recommends that the Mayor and Commission approve the recommended ranking of proposals pursuant to Proposal Requirements Document (PRD) No. 2016-071-KB, Notice of Receipt of Unsolicited Proposal for Light Rail/Modern Streetcar Project in Miami Beach, as follows: Number 1 – Greater Miami Tramlink Partners; Number 2 – Connect Miami Beach; Number 3 – Miami Beach Mobility Partners; authorize the Administration to enter into negotiations for an interim agreement with Greater Miami Tramlink Partners and, if the City cannot reach an agreement with Greater Miami Tramlink Partners, authorize negotiations with the second-ranked proposer, Connect Miami Beach; and further approve the Interim Agreement term sheet and key concepts for a Comprehensive Agreement.

Attachments

JLM/MT/KGB//AD

T:\AGENDA\2016\July\Procurement\2016-071-KB (PRD) Lightrail_ModernStreetcar\PRD 2016-071-KB - Light Rail_Mondern Streetcar - Memo.doc

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER WITH RESPECT TO THE RANKING OF PROPOSALS, PURSUANT TO PROPOSAL REQUIREMENTS DOCUMENT (PRD) NO. 2016-071-KB, NOTICE OF RECEIPT OF UNSOLICITED PROPOSAL FOR LIGHT RAIL/MODERN STREETCAR PROJECT IN MIAMI BEACH; AND AUTHORIZING NEGOTIATIONS FOR AN INTERIM AGREEMENT WITH THE TOP-RANKED PROPOSER, GREATER MIAMI TRAMLINK PARTNERS, AND SHOULD NEGOTIATIONS WITH THE TOP-RANKED PROPOSOR NOT BE SUCCESSFUL, AUTHORIZING NEGOTIATIONS FOR AN INTERIM AGREEMENT WITH THE SECOND RANKED PROPOSER, CONNECT MIAMI BEACH.

WHEREAS, on or about June, 2015, the City received an unsolicited proposal for a wireless light rail/modern street car project from Greater Miami Tramlink Partners for a Light Rail/Modern Streetcar Project in Miami Beach; and

WHEREAS, on December 16, 2015, the Mayor and Commission adopted Resolution No. 2015-29247, accepting receipt of the unsolicited proposal from Greater Miami Tramlink Partners, and authorized the Administration to solicit alternative proposals for a public/private partnership ("P3"), in accordance with Florida Statute 287.05712, for an off-wire or "wireless" light rail/modern streetcar system (the "Project"), and

WHEREAS, on January 12, 2016, the Administration released Proposal Requirements Document (PRD) 2016-071-KB, entitled "Notice of Receipt of Unsolicited Proposal for Light Rail/Modern Streetcar Project in Miami Beach" (the "PRD"), in accordance with Florida Statute 287.05712; and

WHEREAS, a mandatory pre-proposal conference to provide information to the proposers submitting a response was held on February 19, 2016; and

WHEREAS, on May 10, 2016, the City received a total of three (3) proposals in response to the PRD from: Connect Miami Beach; Greater Miami Tramlink Partners; and Miami Beach Mobility Partners; and

WHEREAS, as part of the review of the proposals, the City's Consultant and City staff have conducted a detailed review of the proposals and have determined that all three (3) of the proposals submitted are responsive and meet the PRD's Minimum Requirements for the Project; and

WHEREAS, on May 13, 2016, the City Manager, via Letter to Commission (LTC) No. 207-2016, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

- Dan Gelber, Resident City of Miami Beach
- Jose Gonzalez, Transportation Department Director, City of Miami Beach
- David Martinez, Director, Office of Capital Improvement Programs, City of Miami Beach
- Javier Rodriguez, P.E., Executive Director - Miami-Dade Expressway Authority (MDX)
- Carmen Sanchez, Planning Department Deputy Director, City of Miami Beach
- Allison Williams, Chief Financial Officer, City of Miami Beach; and

WHEREAS, via LTC No. 218-2016, Javier Rodriguez, P.E., Executive Director - Miami-

Dade Expressway Authority (MDX), was replaced as an Evaluation Committee member with Mr. Scott Robins, Resident, City of Miami Beach, because Mr. Rodriguez was unable to participate on the evaluation committee meeting due to scheduling conflicts; and

WHEREAS, subsequently, Mr. Robins was also unable to participate in the Evaluation Committee due to scheduling conflicts; and

WHEREAS, on May 24, 2016, the Evaluation Committee was provided with an overview of the Project, information relative to the City's Cone of Silence Ordinance and the Sunshine Law and general information on the scope of services, references, a copy of each proposal, the proposers' financial statements, proposers' responses to City's requests for clarifications, a summary of the proposals prepared by the City's Project consultant, Kimley Horn and Associates ("Consultant"), the Consultant's financial evaluation of the proposals, and Addendum Nos. 1 and 2 of the Consultant's summary of the proposals; and

WHEREAS, the Evaluation Committee convened on June 16, 2016, to consider the proposals received pursuant to the PRD, and was instructed to score and rank each proposal in order of preference pursuant to the evaluation criteria established in the PRD, which included consideration of the (1) experience and qualifications of the proposer and each of the Lead Team Participants; (2) the financial capability of the proposer; and (3) the proposer's approach and methodology for delivery of the Project (including but not limited to their approach to design and construction, implementation of projects in complex urban environments, approach to the Vehicle/Systems Technology, and approach to the process for developing a comprehensive agreement); and

WHEREAS, the Evaluation Committee process resulted in the following ranking of proposers:

1st Ranked – Greater Miami Tramlink Partners;
2nd Ranked – Miami Beach Mobility Partners;
3rd Ranked – Connect Miami Beach; and

WHEREAS, the City Manager has conducted his own review of the proposal submissions, the City Consultant's technical reports, and the due diligence reports prepared by Kroll Associates, Inc.; and

WHEREAS, after reviewing the pertinent materials and having taken under consideration the Evaluation Committee's deliberations and ranking, and the factors noted in Section 0400 of the PRD, for the reasons set forth in the Commission Memorandum accompanying this Resolution, the City Manager has recommended that the Mayor and City Commission approve the following ranking of proposers:

1st Ranked– Greater Miami Tramlink Partners
2nd Ranked – Connect Miami Beach
3rd Ranked – Miami Beach Mobility Partners; and

WHEREAS, the City Manager has recommended that the Mayor and City Commission authorize negotiations for an interim agreement with Greater Miami Tramlink Partners, and, if the City cannot reach an agreement with Greater Miami Tramlink Partners, to authorize negotiations with Connect 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 the City Commission hereby accept the recommendation of the City Manager with respect to the ranking of proposals pursuant to Proposal Requirements Document (PRD) No. 2016-071-KB, Notice of Receipt of Unsolicited Proposal for Light Rail/Modern Streetcar Project in Miami Beach, and authorize the Administration to enter into negotiations for an interim agreement with Greater Miami Tramlink Partners and, if the City cannot reach an agreement with Greater Miami Tramlink Partners, authorize negotiations with the second-ranked proposer, Connect Miami Beach.

PASSED AND ADOPTED this _____ day of _____2016.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney RAP — Date 7/6/16

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE INTERIM AGREEMENT TERM SHEET AND KEY CONCEPTS FOR A COMPREHENSIVE AGREEMENT FOR A LIGHT RAIL/MODERN STREETCAR PROJECT IN MIAMI BEACH PURSUANT TO SECTION 255.065 OF THE FLORIDA STATUTES AND PROPOSAL REQUIREMENTS DOCUMENT (PRD) NO. 2016-071-KB.

WHEREAS, on December 16, 2015, the Mayor and Commission adopted Resolution No. 2015-29247, accepting receipt of an unsolicited proposal from Greater Miami Tramlink Partners, and authorizing the Administration to solicit alternative proposals for a public/private partnership ("P3"), in accordance with Florida Statute 287.05712, for an off-wire or "wireless" light rail/modern streetcar system (the "Project"); and

WHEREAS, Resolution Nos. 2015-29247 and 2016-29326 established certain procedural parameters with respect to the solicitation of proposals, including an application fee, proposal deadlines, and the like; and

WHEREAS, the scope of the Project contemplates a fully "turn-key" delivery approach that includes the design, construction, financing, operation, and maintenance of the Project, including vehicles and associated power, communications, signalization, and other systems required for the functionality of the Project ("Vehicle/Systems Technology"); operation and maintenance facilities, related civil infrastructure, including "curb-to-curb" road reconstruction, permitting, and related services pertaining to the Project, including all surveys, relocation of all utilities, replacement of pipes more than 50 years old and other related infrastructure work; and

WHEREAS, effective July 1, 2016, Section 287.05712 has been amended and renumbered as Florida Statute 255.065; and

WHEREAS, at the July 13, 2016 City Commission meeting, the Mayor and City Commission approved the final ranking of proposers, and authorized negotiations with the top-ranked proposer for an interim agreement, and if negotiations with the top-ranked proposer are not successful, authorized negotiations for an interim agreement with the second-ranked proposer; and

WHEREAS, the interim agreement between the City and the successful proposer will provide for commencement of development activities and will establish the process and timeline for obtaining and negotiating a comprehensive agreement and a fixed price for delivery of the Project; and

WHEREAS, to facilitate the progress of negotiations, a proposed term sheet is attached as Exhibit 2 to the Commission Memorandum accompanying this Resolution, along with key concepts to be included in a comprehensive agreement.

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 Interim Agreement term sheet and key concepts for a comprehensive agreement attached as Exhibit 2 to the Commission Memorandum accompanying this Resolution.

PASSED AND ADOPTED this _____ day of _____2016.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney RAG 7/6/16 Date

T:\AGENDA\2016\July\Transportation\Interim Agreement Term Sheet and Comprehencsive Agreement Concept- RESO.doc

EXHIBIT 1

CONNECT MIAMI BEACH

OHL Infrastructure Inc. / OHL Community Asphalt

- Numerous hospital construction issues:
  - Built hospital in Chile in the early 2000s, 4 individuals died, allegedly due to ICU facility design
  - 2014, investigated by Public Prosecutor in Palma de Mallorca for favoritism in the adjudication of a hospital concession contract
- Catalunya government filed claims for delays & breach of contract re: Barcelona high speed train in 2007; Spanish Ministry of Public Works stated that OHL failed to meet deadlines
- Involvement in "Barcenas Affair" corruption scandal in Spain and allegations from the papers of a PP party treasurer and senator, Luis Barcenas, that the PP Party in Spain kelp a parallel bookkeeping system through Swiss bank accounts and that OHL, among others, made undeclared and illegal cash donations to pay bonuses to senior members of the party; OHL has denied all allegations
- 2015, recordings on the Internet allegedly revealed OHL's Mexico executives discussing ways to inflate toll rates, bribe judges, & pay for vacations for state officials
- 2015, YouTube video allegedly showing president of OHL subsidiary in Mexico seeking direct help from the heads of Mexican state companies to win a contract to build a power plant, resulting investigation led to a fine for inadequacies of its financial reporting; no findings of fraud.
- Feb. 2016, director/controlling shareholder's son-in-law was accused of making illegal payments to the People's Party in Spain, which he denied
- March 2016, the National Court has been investigating 31 contracts awarded to OHL in relation to illegal financing of the People's Party
- About 1,150 judgment records in Spain tribunals
  - 2 Orange County, California civil cases & 5 Miami-Dade County, Florida civil cases naming OHL
  - Mostly breach of contract, contract indebtness, & unjust enrichment
  - 191 Miami-Dade County, Florida civil cases naming Community Asphalt
  - Community Asphalt was a named defendant in 57; mostly negligence cases, including:
    - Civil tort action in which pedestrian tripped and fell over a pothole on job site causing severe & permanent injuries; case pending as of June 1, 2016
    - Employee injured by allegedly defective, &/or faulty equipment, resulting in employee's permanent disability; case pending as of June 1, 2016
- Proposal submission disclosures
- Connect Miami Beach did not disclose any litigation for OHL Infrastructure
- Connect Miami Beach disclosed 12 cases and 4 OSHA violations for OHL Community Asphalt

CAF USA

- Beasain, Spain factory was charged with violating environmental regulations; in Jan. 2002, prosecutor sought to charge director of CAF, mayor, & director of environmental quality of that county for environmental misconduct at the factory
- 2010, at least 29 asbestos related employee deaths. CAF was court ordered, more than once, to pay compensation & damages to former employees poisoned during their tenure at their factory
- Anti-Corruption Office of Romania investigated 3 executives of the Bucharest Metro system who were suspected of accepting bribes from CAF to award bid
- A private Spanish rail company, FESUR, filed a breach of contract claim against CAF for allegedly failing to provide cars within the described time
- 6 OSHA inspections of CAF USA, resulting in 18 violations

- 2010, as a result of FTA issues with CAF's compliance with "Buy America" requirements for several federally-funded projects in Houston, a Houston Metro contract was cancelled and had to be renegotiated to conform
  - 2013, Houston Metro & CAF disputed over the timely delivery of 39 light rail cars
  - 2015, Houston Metro's CEO alleged a breach of contract when the Metro's lifts where unable to raise CAF's trains, as well as wheel problems on 14 trains
- Reported issues with Washington D.C.'s railcar
  - 4 trains derailed in less than 10 months
  - CAF did not provide technical reports & some records were only in Spanish
  - Allegations that railcars had faulty software, would not accelerate, had faulty air conditioning, and would not properly close
  - 2002, a woman died because of an alleged defect in door, that resulted in the dragging of her body while the train was in motion as her arm was caught in the door
  - Fire in one car led to identifying a problem in 33 other cars, despite inspections
- Proposal submission disclosures
- Connect Miami Beach did not disclose any litigation matters for CAF

Comsa SAU

- 2013, Chilean Ministry of Public Works began the process to re-bid a highway concession that had been awarded to Comsa because Comsa had abandoned the project. Comsa argued the Ministry of Public Works was demanding more than was established in the contract. Jan. 2014, Ministry of Public Works alleged breach of contract claims; won in arbitration
- 2014-2015, Sumarroca family (key principals of the firm) and corruption allegations:
  - Accused in Spain of alleged criminal activity linked to entities affiliated to a municipal mayor. Numerous government officials were arrested as part of the same investigation that included breaches of fiduciary duty, embezzlement, money laundering, falsifying documents, & links to criminal organizations
  - Public Prosecutor Anticorruption Office accusing members of the family of money laundering, crimes against the Fiscal Administrative Office, & falsifying commercial documents to gain government contracts; the family denied accusations
  - 3 family members were detained for alleged illegal commission payments for contracts. The Public Prosecutor is investigating if the entities the family controls (like Comsa) were used to funnel illicit payments to gov't officials
  - March 2015, Catalunya judge accused another Sumarroca controlled entity of attempting to influence a government health organization in Spain, so it could be awarded more contracts in South America
- About 730 judgment records in Spain tribunals, regarding labor disputes, breach of contract and workplace accidents
- Connect Miami Beach proposal did not disclose any litigation for Comsa SAU

Globalvia Inversiones SAU/ Globalvia Infraestructuras SA

- Accused in 2010 of causing environmental damages to protected areas due to inadequate disposal of waste re: a concession project in Costa Rica
- 2011, filed suit against the Spanish Ministry of Public Works regarding a toll road they claimed was undervalued because of low traffic; the concession subsequently went bankrupt
- Connect Miami Beach proposal did not disclose any litigation for Globalvia

June 22, 2016

Connect Miami Beach

Prepared for: Miami Beach – Office of the City Attorney

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1. INTRODUCTION AND METHODOLOGY

The City of Miami Beach – Office of City Attorney ("the client") has retained Kroll to conduct due diligence inquiries of the following entities:

- **Globalvia Inversiones SAU / Globalvia Infraestructuras SA** ("Globalvia") – full scope in Spain and limited screening inquiries in the U.S.
- **OHL Infrastructure, Inc. / OHL Community Asphalt** ("OHL") – full scope in Spain and limited screening inquiries in the U.S.
- **COMSA SAU** ("COMSA") – full scope in Spain
- **CAF USA** ("CAF") – full scope in Spain and limited screening inquiries in the U.S.

The objective of Kroll's investigation was to identify material legal proceedings, significant business or personal controversies, corporate governance issues, undisclosed business interests or any other issues that might reflect on the subjects' reputation, character or credibility.

In Spain, the investigation included research and analysis of public record sources, including: corporate registry information; litigation searches,[1] including research of judgment records on file with the Supreme Court, the National Audiences, the Provincial Audiences, and the Superior Courts of Spain; regulatory searches, including the National Securities Market Commission and the Ministry of Finance and Public Administration; fraud and anti-money laundering database research; and, a comprehensive Spanish-language media review for any other issues of concern. Kroll notes that due to Spanish privacy laws, litigation records are not always made publicly-available and as a result, these searches cannot be considered fully comprehensive.

In the U.S., the investigation included research and analysis of public record sources, including: civil, criminal and bankruptcy filings in federal and state court jurisdictions, as well as selected local jurisdictions where research indicated that the subjects have lived and/or worked; lien, judgment and UCC indices; regulatory filings; business registrations; U.S. Tax Court filings; local, national and trade media sources; and the Internet. Kroll's investigation included online database research in available jurisdictions, as well as targeted onsite field research in jurisdictions known to be affiliated with the subjects.

Kroll's online searches cover jurisdictions that make their information available to third parties. Certain jurisdictions do not provide their information in this way. Information and periods covered in criminal searches varies from county-to-county and state-to-state. With respect to criminal records, some jurisdictions only provide information on felonies whereas many jurisdictions report convictions only.

Kroll notes that these subject companies are significantly large in size and public profile, many with global operations and multiple subsidiaries. As a result and due to the narrow budget/scope restrictions for this first phase of the investigation, Kroll's searches were conducted on the main bidding entity with additional checks to identify issues with (but not necessarily full summaries of) the parent companies or sibling subsidiaries. While general international media searches were conducted, more focused public records searches were only conducted in the jurisdictions noted above. Further, this first phase relied heavily on readily available media profiles and did not include

[1] In Spain, court documents are not a matter of public record and privacy regulations protect individuals' judicial records. This limits Kroll's ability to find information such as an individual's or company's criminal record or history, or the current status of litigation. Consulted databases may contain a non-exhaustive number of judgment rulings.

the retrieval or review of all available primary source materials. Additional research in subsequent phases and as requested by the client can be conducted into any concerns included in this report.

The information contained in this report is based upon a review of publicly-available records. As such, the information presented relies upon the accuracy of those records, which has not been corroborated by Kroll.

2. EXECUTIVE SUMMARY

2.1.1 Globalvia Inversiones SAU / Globalvia Infraestructuras SA *(Spain / U.S.)*

The Globalvia group is a Spain-based infrastructure development and management group of entities that operate highways, railways, hospitals, ports, and other buildings for public use.

Kroll identified thousands of Spanish-language media references to Globalvia and its affiliated entitites, primarily as news reports on the firm's projects and partnerships with other firms and governments. Most articles reported upon events and transactions that are normal to the industry. However, several news articles published in 2010 reported on accusations that Globalvia and its partners in a concession project in Costa Rica caused environmental damages to protected areas. Other adverse findings were primarily related to contract disputes or disagreements between the company and local tax authorities.

Globalvia operates in the United States as Globalvia Infraestructuras USA Corp. ("Globalvia Infraestructuras"). Globalvia Infraestructuras, a Delaware entity, was incorporated on September 5, 2008.

Kroll identified two state tax liens naming Globalvia Infraestructuras for $672.70 and $146.51 in Florida and New York, respectively. Both have been satisfied. No criminal or civil litigation naming the company was identified.

Kroll conducted English-language media research for news involving Globalvia Infraestrucuras. No derogatory or controversial references to Globalvia Infraestructuras in the United States were identified.

2.1.2 OHL Infrastructure Inc. / OHL Community Asphalt *(Spain / U.S.)*

Obrascon Huarte Lain S.A. is a publicly-traded, Spain-based multinational construction and civil engineering company involved in infrastructure and commercial property construction, homebuilding, and the operation of toll road and other transport concessions. The company operates a group of entities in 30 countries and across five continents.

Kroll conducted English and Spanish-language media research for news articles, press releases, and reports involving OHL and identified thousands of media references to the company and its affiliated entities. Most of the content identified reported upon OHL's projects and contractual disputes between the company and other firms or local government offices. However, there were several instances of adverse media content reporting on OHL and its president regarding fraud, breaches of fiduciary duty, and other inappropriate practices. Additionally, Kroll found references to a director of OHL who was detained following "inadequate" construction at a state hospital in Costa Rica. A judge ordered the director to serve three months in prison. Kroll also identified media articles reporting upon OHL's involvement in the Barcenas Affair, a corruption scandal in Spain involving the People's Party and evidence that it allegedly kept a parallel bookkeeping system to record undeclared and illegal cash donations used to pay bonuses to senior members of the party.

Regulatory searches identified various references to allegations of corruption and accounting inadequacies involving OHL's subsidiary in Mexico, OHL Mexico SAB de CV. In 2015, the company came under the scrutiny of the Mexican National Banking Securities Commission ("CNBV") after audio recordings were uploaded to YouTube which appeared to show that the firm's president seeking direct help from the heads of Mexican state companies to win a USD 476 million contract to build a power plant. An investigation by the Superior Auditing Office and Secretary of Public

Service of the State of Mexico ultimately led to a USD 4.1 million fine from the CNBV over inadequacies in its financial reporting, though the regulator said there was no evidence of fraud.

OHL Infrastructure Inc. was incorporated in Delaware on June 21, 2013. The company operates as a subsidiary of the OHL Group in its OHL Concesiones division. Community Asphalt Corporation was incorporated in Delaware on September 22, 1980. Community Asphalt joined the OHL Group in 2006 in the company's OHL Construcción division.

Kroll conducted English-language media research for news articles, press releases and other reports involving the OHL Group and identified more than one hundred thousand media references to the company and its affiliated entities. These consist primarily of news reports on OHL's projects and partnerships with other firms. Aside from the issues described in the above Spanish section, no other derogatory or controversial information naming OHL Infraestrutura was identified.

Kroll identified 201 civil cases naming OHL and/or its affiliates in the United States. Additionally, Kroll identified one California state tax lien naming OHL in the amount of $29,753, which was filed in October 2013. The tax lien has since been satisfied.

2.1.3 COMSA SAU (Spain)

COMSA Corporacion is a Spain-based infrastructure and engineering company. Through several subsidiaries and affiliates, the company primarily operates in the fields of infrastructure and engineering, services and technology, and concessions and renewable energy. The company is 70 percent owned by the Miarnau family and 30 percent owned by the Sumarroca family, according to public record sources.

Kroll conducted English and Spanish-language media research for news articles, press releases, and reports involving Comsa and identified thousands of media references to the company, primarily news reports on Comsa's projects and contractual disputes with other firms and government authorities. Kroll identified several instances of adverse content implicating Comsa and the Sumarroca family. For instance, in 2014 members of the Sumarroca family who were executives at Comsa were accused of paying illegal comissions to local government officials for the adjudication of municipal contracts. Other adverse findings included similar references to Comsa's attempts to influence government officials in exchange for contracts, as well as a long-standing dispute with the Chilean government over delays in a highway concession project adjudicated to the constructor in Santiago, Chile. Kroll's litigation research further identified references to labor disputes/workers' compensation claims initiated by Comsa employees.

2.1.4 CAF USA (Spain / U.S.)

Construcciones y Auxiliar de Ferrocarriles S.A. ("CAF") is a Gipuzkoa, Spain-based company that manufactures railway vehicles and equipment. Kroll's investigation of CAF's Spanish operations identified several media reports with adverse content regarding the company. According to Spanish news sources, CAF's Beasain factory was charged with violating environmental regulations several times. In addition, at least 33 employees of the factory died from asbestos exposure following their tenure at the plant. CAF was brought to court several times over the poisoning of their employees and forced to pay compensation and damages to the widows and families of the victims. Additionally, news sources also indicate that CAF was under investigation by the Anti-Corruption Office of Romania in 2015 for allegedly bribing Bucharest Metro officials in CAF's bid for a contract.

In the U.S., Kroll's investigation of CAF USA Inc., CAF's American subsidiary, identified several instances of litigation naming CAF USA as defendant and one in which they were an intervenor. Three cases were filed against CAF USA in landlord/tenant disputes regarding unpaid rent, another was filed against CAF USA for patent infringement, and the case in which CAF USA was an intervenor was filed against the *Cincinnati Enquirer*, which sought to publish several companies', including CAF USA's, proposals for the city's streetcar system, which the companies argued would disclose trade secrets and proprietary information. Another case, filed against CAF USA in New York, was in regard to unpaid invoices.

Kroll identified three state tax liens naming CAF USA as a debtor, ranging in value from $7,454 to $44,717. All have been released.

Six Occupational Safety and Health Administration ("OSHA") inspections of CAF USA's Elmira, New York facility resulted in a total of 18 violations with fine values ranging from $585 to $4,550. The specific violations were varied, but most were categorized as "serious" in OSHA's database. Additionally, CAF and the Houston Metro were found in violation of the Federal Transit Authority's "Buy America" rules, and had an entire contract scrapped and renegotiated due to their attempts to circumvent the regulation.

Kroll identified a robust media history for CAF USA. The Washington D.C. Metro purchased 192 railcars from CAF for $343 million and had major trouble with the vehicles. *The Washington Post* ran an exposé of the problems with the vehicles, including major mechanical troubles, a fire on a car, software problems, and door issues. The Houston Metro also bought cars from CAF and 14 of the vehicles had wheel problems. Articles also reported upon CAF's contracts with Boston, Kansas City, and Cincinnati. The Cincinnati streetcar project experienced major and repeated delays. As of May 2016, the City was withholding $500,000 from CAF due to late delivery.

3. GLOBALVIA INVERSIONES SAU / GLOBALVIA INFRAESTRUCTURAS SA

3.1 Research in Spain

3.1.1 Identification

The Globalvia Group ("the Group") is a Spain-based infrastructure development and management group of entities that operates highways, railways, hospitals, ports, and other buildings for public use. The company was formed in 2007 as a result of a partnership between the infrastructure units of FCC and Caja Madrid (now Bankia).[2]

Several media references from 2009 and 2010 suggested Globalvia management sought to make the company public "after the financial recession improves and the company reaches an appropriate size."[3] One publication said the company's initial plans were to add a third partner prior to making its initial public offering but "failed" in this attempt as well.[4] However, in March 2016, pension funds OPTrust (Canada), PGGM (Netherlands), and USS (UK) acquired 100 percent of the company's shares in a deal worth EUR 420 million.[5] Payment would be in two parts, according to news sources, with the first EUR 166 million made upon formalization of the operation and the remainder in the first half of 2017.[6]

According to public record and news sources, 90 percent of the company's public-private partnerships are in Spain, with the remaining ten percent in Europe, North America, and South America.[7] According to the company's website, the company's three shareholders signed an agreement in 2013 by which they pledged to contribute EUR 750 million to "facilitate the development of its current portfolio of concessions, and to initiate future investments."[8]

In 2011, Globalvia Inversiones S.A. ("Globalvia Inversiones"), a wholly-owned subsidiary of the Group, was formed as an "investment fund," primarily for the construction of highways and railways.[9] Records maintained by the Spanish Central Mercantile Registry contain the following details regarding Globalvia Inversiones:

- Name: Globalvia Inversiones, S.A.
- Registry: Madrid
- CIF: A86056736
- Registered Address: Paseo de la Castellana, 280, Madrid, Spain
- Activities: Management, promotion, and development of public infrastructures, foreign or domestic.
- Authorized Capital: EUR 586,463,360
- Disbursed Capital: EUR 586,463,360

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[2] http://www.globalvia.com/acerca_de_globalvia/historia.aspx?BtnSubMenu=10

[3] "FCC recortará 1.000 empleos del área corporativa del grupo," *ABC*, December 4, 2009.

[4] "Globalvía no puede esperar más," *Cinco Dias*, November 1, 2010.

[5] http://www.worldhighways.com/categories/auctions-equipment-supply-servicing-finance/news/bankia-and-fcc-sell-globalvia-to-optrust-uss-and-pggm/

[6] Ibid.

[7] http://www.worldhighways.com/categories/auctions-equipment-supply-servicing-finance/news/bankia-and-fcc-sell-globalvia-to-optrust-uss-and-pggm/ ; http://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapId=35639900

[8] http://www.globalvia.com/acerca_de_globalvia/inversores.aspx?BtnSubMenu=14

[9] http://www.globalvia.com/acerca_de_globalvia/historia.aspx?BtnSubMenu=10

According to commercial databases, Globalvia Inversiones is a subsidiary of Global Via Infraestructuras, S.A. ("Global Via Infraestructuras"). Records maintained by the Spanish Central Mercantile Registry contain the following details regarding Global Via Infraestructuras:

- Name: Global Via Infraestructuras, S.A.
- Registry: Madrid
- CIF: A84973056
- Registered Address: Paseo de la Castellana, 280, Madrid, Spain
- Activities: Acquisition, operation, and management of non-resident investment funds
- Authorized Capital: EUR 670,091,749
- Disbursed Capital: EUR 670,091,749

According to the company's website, Globalvia sales for 2014 were approximately EUR 260 million.[10] The following financial figures for 2013 and 2014 were also reported by the company (in millions of Euros):

	2014	**2013**	**Change (%) 2014 - 2013**
Sales	260,9	211,1	23.6%
Gross Operating Profit	150	126	19.1%
Gross Operating Margin	57.5%	59.7%	

3.1.2 Corporate Structure

According to the company's website, the following individuals are members of the company's management team:

- Javier Perez Fortea – CEO
- Carme Rubio – Audit and Control
- Jose Felipe Gomez de Barreda – General Secretary
- Alberto Garcia – Financial Director
- Belen Castro – Human Resources, Communication, and Corporate Social Responsibility
- Pablo Pajares – Construction and Systems
- Joaquin Madrigal Navarro – Business Development
- Maria Luisa Castro – Highways, Europe
- Javier Martin Rivais – Highways, Latin America
- Daniel Quintero – Railways

3.1.3 Media Profile

Kroll conducted English and Spanish-language media research for news articles, press releases, and reports involving Globalvia and identified thousands of media references to the company and its affiliated entities, primarily news reports on Globalvia's projects and partnerships with other firms. Given the large volume of information pertaining to the company, Kroll's research was narrowed using the company's name and adverse keywords. The following information pertaining to the company was identified:

Dispute with Mexican Bank over Acquisition of Chilean Highways

According to news sources published in January 2009, Globalvia submitted two official complaints with Bancomext, a Mexican bank, in relation to the company's acquisition of two Chilean highways, Aconcagua and Itata, for USD 553 million. According to Globalvia, one of the highways was "overvalued and its financial reports did not reflect the real scenario for a concession."[11] *Business News America* reported that the acquisition process began in September 2008 after the company

[10] http://www.globalvia.com/acerca_de_globalvia/informacion_economica.aspx?BtnSubMenu=15

[11] "GlobalVia reclama compensación a Bancomext por dos autopistas," *Business News Americas*, January 22, 2009.

submitted a bid higher than that of other Spanish firms, including OHL (USD 245 million) and Abertis (USD 244 million).[12]

As reported by *Cinco Dias*, Globalvia said it was owed approximately USD 78 million by Bancomext for the overvalued sale. The company cited two specific infractions, namely, "improper accounting practices" and the existence of certain payments owed to the Chilean Ministry of Public Works ("MOP"), which Globalvia claimed the highways' previous owners were financially responsible for.[13] In December 2009, Globalvia and Bancomext began an arbitration proceeding to settle the USD 78 million claim issued by the Spanish company.[14]

Allegations of Environmental Damages Resulting from Highway in Costa Rica

Kroll identified various news articles published in 2010 accusing Globalvia and certain partners in a concession project in Costa Rica of causing environmental damages to protected areas. The concession, Autopistas del Sol, included Itinere Infraestructuras – a Sacyr affiliate – and the Portuguese construction company, Soares da Costa. According to *Business News Americas*, the group caused approximately USD 40 million in environmental damages due to the "inadequate disposal of waste."[15]

Low Traffic Leads to Suit Against Spanish Ministry of Public Works

According to news sources from 2011, "lack of traffic" on the Murcia highway, Cartagena-Vera, prompted the concession group Aucosta, comprised of Globalvia, Ploder, CAM, Cajamar and Bancaja, to file a contentious-administrative suit in the Spanish National Audience court against the Ministry of Public Works ("Fomento"). As reported by *Cinco Dias*, the concessionaire demanded "financial equilibrium" of a toll road they claimed was 70 percent undervalued as a result of low traffic flow.[16] Spanish news publication *Expansion* described the highway project "as a spiral of unsustainable losses."[17]

When the contract was initially granted to the group in 2004, the project was valued at EUR 586; upon completion, total costs amounted to approximately EUR 650 million, but Fomento reportedly refused to acknowledge the overrun costs.[18] The above-referenced *Expansion* article reported that Globalvia planned on moving forward with a capital expansion of up to EUR 750 million to help mitigate the company's losses.[19]

In December 2011, Aucosta negotiated an agreement with Spanish banks to "avoid bankruptcy." As reported by newspaper *La Verdad*, the Cartagena-Vera highway "is not only treading water, but might go bankrupt unless it's able to refinance its debt."[20] In January 2012, *La Verdad* reported that the concessionaire was "unable to finalize an agreement with the creditors to refinance its debt of EUR 500 million."[21] The following year, the Cartagena-Vera highway concession, Autocosta, filed for bankruptcy after failing to refinance its debt, which news sources state amounted to approximately EUR 550 million.[22]

Two years later, Accesos de Madrid, another highway concession shared by ACS, Sacyr, Bankia, Albertis and Globalvia, also declared bankruptcy and reported a debt of EUR 650 million.[23]

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[12] Ibid.

[13] "La concesionaria ultima una inversión de 90 millones en Chile," *Cinco Dias*, May 12, 2009.

[14] "Globalvía acudirá al arbitraje por un conflicto en Chile con Bancomext," *Cinco Dias*, December 3, 2009.

[15] "Autopistas del Sol enfrenta acusaciones por daños ambientales avaluados en US$40mn," *Business News Americas*, October 21, 2010.

[16] "Ploder, Globalvía y tres cajas de ahorros llevan a Fomento a la Audiencia Nacional," *Cinco Dias*, February 15, 2011.

[17] ""Hay autopistas que podrían suspender pagos este año,"" *Expansion*, June 28, 2011.

[18] Ibid.

[19] Ibid.

[20] "La deuda y el bajo tráfico aceleran la agonía de la autopista CartagenaVera," *La Verdad*, December 13, 2011.

[21] "La autopista CartagenaVera no logra un acuerdo para refinanciar 500 millones," *La Verdad*, January 31, 2012.

[22] http://www.diariodesevilla.es/article/economia/1453765/la/autopista/veracartagena/entra/concurso/acreedores.html

[23] "Dos autopistas en liquidación con 900 millones de deuda," *Expansion*, May 10, 2016.

Contract with Valencian Government Rescinded Amidst Financing Dispute

Kroll identified various news sources published in December 2011 reporting on the "rescission of the Castellon airport contract signed on March 23 with Globalvia," primary shareholder of Concesiones Aeroportuarias ("Conaer"), the company that held the concession for the development of the project infrastructure.[24] According to *La voz de Galicia*, the Valencian Government revoked the EUR 111 million contract[25] "in order to save EUR 30 million more in eight years." The reason cited by the government was that the banks financing the construction had "increased their demands and conditions."[26]

Carlos Fabra ("Fabra"), a local politician and President of Aerocas, the public company in charge of running the airport, said Globalvia expressed "no special interest" in the project, since the company's primary business line was not airport infrastructure development. One local news source described Globalvia's departure as the culmination of a "series of misunderstandings and disagreements" with the Valencian Government.[27]

In response, Conaer, of which Globalvia held a 60 percent interest in, filed suit against Aerocas in December 2011[28] for "breach of contract."[29] Globalvia invested approximately EUR 120 million in the project, according to news sources[30] and demanded from the Valencian Government "at least EUR 126.4 million plus IVA" for terminating the contract.[31] In September 2013, the presiding judge ordered that EUR 120 million be paid to Conaer, but dismissed the company's claims against Aerocas.[32]

Other Significant Milestones/Disputes

In November 2013, Globalvia acquired a 30 percent stake of the two subway lines of Barcelona, becoming the concession's biggest shareholder.[33] In January 2014, the company acquired 88.24 percent of shares in the Sevilla subway concession[34] after acquiring the shares of ACS, Sacyr, GEA 21 and CAF.[35] According to Luis Sanchez Salmeron, President of the Sevilla Subway, the acquisition "ensured Globalvia would remain a leader in the operation and management of railway concessions."[36]

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[24] "Aerocas rompe con el principal accionista del aeropuerto y se analiza el rescate de la gestión," *Las Provincias*, December 31, 2011.

[25] "Aerocas y Concesiones acuerdan el coste del aeropuerto en 111 millones," *El Periodico Mediterraneo*, January 11, 2012.

[26] "La Generalitat rescinde el acuerdo de gestión del aeropuerto de Castellón," *La Voz de Galicia*, December 31, 2011.

[27] "Aerocas rompe con el principal accionista del aeropuerto y se analiza el rescate de la gestión," *Las Provincias*, December 31, 2011.

[28] "Moliner dice que era necesario romper el contrato con la concesionaria del aeropuerto," *Europa Press*, January 2, 2012.

[29] "El Consell rompe el contrato con el gestor privado del aeropuerto y plantea que lo asuma AENA," *El Mercantil Valenciano*, Januyar 2, 2012.

[30] "Concesiones, ahogada por las deudas," *Las Provincias*, January 23, 2012.

[31] "Pleito millonario por el aeropuerto de Castellón," *El Economista*, September 6, 2012.

[32] "El juez rechaza indemnizar a la concesionaria del aeropuerto de Castellón," *Expansion*, September 18, 2013.

[33] "La crisis resucita el deseo de tranvia," *Actualidad Economica*, November 1, 2013.

[34] "La Junta autoriza la compraventa del 88,24% del capital social en la concesionaria Metro de Sevilla," *Europa Press*, January 24, 2014.

[35] "El Metro de Sevilla es cosa de dos; Globalvia se queda como único accionista privado tras comprar su participación a Sacyr, Gea 21 y CAF," *El Mundo*, March 12, 2014.

[36] "Junta destaca el "fuerte desembolso público anual" para mantener el "éxito" del metro de Sevilla," *Europa Press*, March 26, 2014.

3.1.4 Adverse Public Records

3.1.4.1 *Litigation*

Kroll conducted searches of judgment records on file with the Supreme Court, the National Audiences, the Provincial Audiences, and the Superior Courts of Spain.[37] The following decision naming the company as a party was identified:

- *No. STSJ CV 3634/2015*, filed in the Valencia Superior Tribunal of Justice, Contentious-Administrative Court, on June 9, 2015.

  According to the court decision, Global Via Infraestructuras S.A. ("Global Via Infraestructuras") filed a contentious administrative appeal against an October 2013 judgment issued by the Economic Administrative Central Court ("TEAC") regarding tax payments allegedly owed by Terminal Polivalente de Castellon, S.A. ("TPC"), a Global Via Infraestructuras affiliate.

  As stated in the judgment record, Global Via Infraestructuras was 45 percent owner of TPC, and later acquired an additional 33.68 percent of the company's shares. Following the acquisition, in 2009 the TEAC filed a tributary tax claim against TPC, which Global Via Infraestructuras sought to abolish, claiming that fiscal laws regarding tributary tax payments did not apply in this case. The TEAC claimed that certain fiscal laws did apply, and explained that TPC was head of the concession group for terminal B at the Castellon port in Spain and, for this reason, Global Via Infraestructuras would be the beneficiary of over 50 percent of the assets and revenue incurred by TPC.

  In June 2015, the court ruled against the appeal filed by Global Via Infraestructuras against the TEAC, and ordered that the company pay certain unspecified costs.

3.1.4.2 *Regulatory Actions and Compliance Databases*

Kroll searched databases of sanctions, enforcement proceedings, and press releases of various regulatory agencies, including the National Securities Market Commission and the Ministry of Finance and Public Administration. Additionally, Kroll searched databases that compile sanctions lists / watchlists of companies and individuals involved in improper or illegal business practices, such as money laundering, terrorism financing, corruption, or fraud. No such records naming Globalvia were identified.

3.2 **Research in the U.S.**

3.2.1 Identification

According to records maintained by the New York Department of State, Globalvia Infraestructuras USA Corp. ("Globalvia Infraestructuras") was incorporated in Delaware on September 5, 2008. The incorporation record identifies the company's principal office as 801 Brickell Avenue, Suite 912, Miami, Florida 33131. According to Globalvia's website, its U.S. office is currently located at One Rockefeller Plaza, 11th Floor, New York, New York 10020.[38]

News sources from April 2008 reported that the company had opened its first U.S. office, located in Miami, Florida. Tony Garrastazu, Director of Governmental Relations and Business at Globalvia and the company's first U.S. employee, commented: "Our objective is to have between 35 and 40 employees, but the global crisis has slowed our expansion."[39] According to an annual report issued

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[37] In Spain, court documents are not a matter of public record and privacy regulations protect individuals' judicial records. This limits Kroll's ability to find information such as an individual or company's criminal record or history, or the current status of litigation. These databases contain a large, although not exhaustive, amount of judgment rulings.

[38] http://www.globalvia.com/contacto/oficina_usa.aspx?BtnSubMenu=40&BtnSubSubMenu=401

[39] ""Un cuarto de siglo prestando ayuda," *El Nuevo Herald*, July 8, 2010.

by the Beacon Council, Miami-Dade's economic development agency, Globalvia's new office included a USD 5 million investment and provided 25 jobs in three years.[40]

3.2.2 Adverse Public Records

Kroll conducted searches for adverse public records (*e.g.*, civil litigation, criminal records, judgments, etc.) in the following jurisdictions with which Globalvia Infraestructuras has most recently been associated:

- Miami-Dade County, Florida[41]
- Albany County, New York[42]
- New York County, New York[43]

Kroll identified no civil litigation or criminal records naming Globalvia Infraestructuras.

3.2.2.1 *Bankruptcies, Liens & Judgments*

Kroll searched for bankruptcies filed by Globalvia Infraestructuras as well as any tax liens or judgments filed against the company. Kroll identified the following tax liens naming Globalvia Infraestructuras:

Debtor:	**Global Via Infraestructuras USA Corp.**
Creditor:	State of Florida
Date:	February 1, 2013
Filing Type:	State Tax Lien
Filing Location:	Miami-Dade County Recorder of Deeds
Amount:	$672.70
Status:	Released February 20, 2015

Debtor:	**Global Via Infraestructuras USA**
Creditor:	State of New York
Date:	April 5, 2011
Filing Type:	State Tax Lien
Filing Location:	Albany County Clerk
Amount:	$146.51
Status:	Released July 7, 2011

3.2.2.2 *Regulatory Actions and Compliance Databases*

Kroll found no regulatory sanctions or litigation, including Securities and Exchange Commission sanctions or litigation, involving Globalvia Infraestructuras in the United States.

Searches of compliance databases that list those suspected of organized crime, drug trafficking, money laundering, terrorist activities or corruption found no mention of Globalvia Infraestructuras.

3.2.2.3 *Press Reports and Internet*

Kroll's review of press reports and Internet pages, including social media sites, found no derogatory or controversial references to Globalvia Infraestructuras in the United States.

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[40] Ibid.

[41] Circuit Court / Recorder of Deeds, Miami-Dade County, FL : January 1, 1996 – June 10, 2016

[42] Circuit Court / Recorder of Deeds, Albany County, NY : January 1, 1996 – June 10, 2016

[43] Supreme Court / Recorder of Deeds, New York County, NY : January 1, 1996 – June 10, 2016

4. OHL INFRASTRUCTURE INC. / OHL COMMUNITY ASPHALT

4.1 Research in Spain

4.1.1 Identification

Obrascon Huarte Lain S.A. is a publicly-traded, Spain-based multinational construction and civil engineering company involved in infrastructure and commercial property construction, homebuilding, and the operation of toll road and other transport concessions. The company operates a group of entities in 30 countries and across five continents.[44] OHL was founded by the USD 900 million merger in 1999 of the firms Obrascon-Huarte and Construcciones Lain.[45] The company is particularly active in South America through its majority-owned subsidiaries, and also has a majority-owned American subsidiary in the U.S.[46]

The company is primarily controlled by Juan Miguel Villar Mir ("Villar Mir") and his family members through the Grupo Villar Mir and its wholly-owned subsidiary, Inmobiliaria Espacio.[47] The Villar Mir family is ranked #549 on *Forbes'* list of The World's Billionaires, with their family wealth valued at USD 3.2 billion.[48]

Records maintained by the Spanish Central Mercantile Registry contain the following corporate registration details regarding OHL:

- Name: Obrascon Huarte Lain, S.A.
- Registry: Madrid
- CIF: A48010573
- Registered Address: Paseo de la Castellana, 259-D, Torre Espacio, Madrid, Spain
- Activity: (i) Study and construction of all kinds of construction works, public or private; (ii) Promotion, development, and construction of infrastructure, services, and concessions
- Authorized Capital: EUR 179,255,398
- Disbursed Capital: EUR 179,255,398

According to the company's 2015 Annual Report, audited by Deloitte and filed with the Spanish National Securities Market Commission ("CNMV"), OHL and its subsidiaries primarily engage in the following activities:

- *Concessions* – Administrative concessions for infrastructure projects, primarily within transportation, parking lots, ports, and airports. In 2015, sales and EBITDA increased approximately 20.7 and 33.6 percent, respectively. However, with the drop of the inflation rate in Mexico, OHL Mexico's contribution to the group's performance was "significantly reduced." For more information regarding OHL's operations in Mexico, please refer to the Regulatory Actions and Compliance Databases section of this report.

- *Engineering and Construction* – In 2015, sales increased by 20 percent and the group maintained EBITDA at approximately EUR 139.5 million.

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[44] http://www.ohl.es/en/about-us/presentation/

[45] http://infrapppworld.com/companies/ohl-concesiones

[46] http://www.ohl.es/en/about-us/ohl-in-the-world/

[47] http://www.eldiario.es/economia/Hacienda-Villar-Mir-Tribunal-Cuentas_0_488551660.html

[48] http://www.forbes.com/profile/juan-miguel-villar-mir/

- Construction – All types of civil construction works, for both private and government clients, within Spain and overseas.
- Industrial – Industrial engineering, particularly within plants and industrial complexes. Work includes the design, construction, maintenance, operation, and any other activity involved in oil and gas, energy, engineering of solids and wastes, and fire hazard systems.
- Services – Service provider for real estate and maintenance of infrastructure for commercial and residential properties.

- *Development* – Development of mixed use real estate projects, including hotels. In 2015, sales increased by 27.2 percent.

Currently, OHL operates the following principal concessions:[49]

Sociedad Concesionaria Puente Industrial, S.A.
In 2014, OHL was awarded a contract for the design, construction, financing, operation, and maintenance of the toll highway, Concesion Vial Puente Industrial, which runs from the Bio bridge in the province of Concepcion, Chile.

Terminal Cerros de Valpariso, S.A.
OHL is the lead company for the construction of Terminal 2 in the Valparaiso Airport, Chile.

Autopista Rio Magdalena, S.A.S.
In October 2014, OHL was awarded the concession for the design, financing, construction, operation, and management of the Rio Magdalena 2 Highway in Colombia for a span of 25 years.

Autovia de Aragon Tramo 1, S.A.
This concession was granted by Spain's Ministry of Public Works ("Fomento") for the first 56km of the A-2 Highway, Madrid – Barcelona, which begins in Madrid and ends in Guadalajara.

Euroglosa 45 Concesionaria de la Comunidad de Madrid, S.A.
This concession is focused on the 8.3km stretch of the M-45 and A-5 highways, in Madrid.

Metro Ligero Oeste, S.A.
The ML2 and ML3 subway lines connect the municipalities of Pozuelo and Boadilla del Monte with the Madrid Subway, through the Colonia Jardin stop (Line 10). Line ML2 includes 13 stops, and ML3 16 stops. According to OHL's Annual Report, this concession is recognized by the Union Internacional de Transportes Publicos as one of the "best worldwide initiatives" for light railway and was awarded the "Best European Operative" accolade by the European Rail Awards.

Terminal de Contenedores de Tenerife, S.A.
OHL is the lead entity in the concession group for the construction of the new public terminal at the East Port of Santa Cruz de Tenerife, which was designed to address traffic flows for import and export commercial routes from the Mediterranean, Northern Europe, and Asia to Western Africa and South America.

Terminales Maritimas del Sureste, S.A.
This concession group is focused on the Southern extension of the Alicante Port, a public-private partnership for which the concessionaire provided financing and construction services.

Autopista Urbana Norte, S.A. de C.V.
The Northern Urban Highway is 9km long, and is part of the northernmost section of the Mexico City toll highway, which connects the highways of Queretaro, Toluca, and Cuernavaca. It includes a connecting route to the Viaducto Elevado Bicentenario, and the toll system is fully electronic.

[49] Obrascon Huarte Lain, S.A. 2015 Annual Report filed with the CNMV.

Concesionaria AT-AT, S.A. de C.V.
In March 2014, the company's subsidiary in Mexico was awarded a contract to finance, build, and operate the 74km-long Atizapan-Atlacomulco highway, the company's seventh highway project in the country. The concession includes the contraction of various tunnels and viaducts.

Concesionaria Mexiquense, S.A. de C.V.
The exterior circuit of the Mexiquense highway, which is 155km long, surrounds the metropolitan area of Mexico City from North to South on the Eastern front of the city, and from East to West on the Northern front of the city. The project is structured in four phases; phases I, II, and III are currently in operation, and altogether are 110km in length. Upon completion, the highway will cross 18 municipalities in the State of Mexico, and will connect four periphery highways.

Grupo Autopistas Nacionales, S.A.
The Amozoc-Perote Highway is 123km long, and is part of the Altiplano highway stretch; it incorporates 104.9km of highways between Amozoc, Puebla, Perote, Veracruz.

Viaducto Bicentenario, S.A. de C.V.
The Bicentenario Viaduct is an elevated highway that begins in the Northernmost section of the Mexico Valley Metropolitan Zone, and ends by the 44th kilometer of the Mexico-Queretaro Highway; it is 32km long. The project is structured in three phases; the first phase is currently underway.

Autopista del Norte, S.A.C.
The North Highway is 356km long, and connects the Peruvian cities of Pativilca and Trujillo, and is part of the Panamericana Norte, a main artery that runs through the coast of Peru. Some of the primary investments include the construction of approximately 284km of the second stretch, and three beltways in the cities of Huarmey, Casma, and Viru-Chao.

The company's 2015 Annual Report provides the following details regarding OHL's financial results (in millions of Euros):

		2015	2014	Var. (%)
Sales		4,368.9	3,634.1	20.2%
(i)	Concessions	444.9	369.3	20.5%
(ii)	Engineering and Construction	3,799.5	3,166.9	20%
(iii)	Development	124.5	97.9	27.2%
EBITDA		967	1,040.2	-7%
(i)	Concessions	819.8	828.3	-1%
(ii)	Engineering and Construction	139.5	198	-29.5%
(iii)	Development	7.7	13.9	-44.6%
Total Debt		4,007	5,625.3	-28.8%

4.1.1.1 *Ownership and Corporate Structure*

As of December 31, 2015, the company's primary shareholders include:[50]

Shareholder	Direct voting rights	Indirect voting rights	% of voting rights
Inmobiliaria Espacio, S.A.	0	150,569,407	50.40%
Invesco Ltd.	0	15,039,528	5.03%
Tyrus Capital Event, S.A.R.L.	25,007,844	0	8.37%
Societe Generale, S.A.	16,618,628	0	5.56%

Indirect Shareholder	Through: Direct Shareholder	Voting rights
Inmobiliaria Espacio, S.A.	Grupo Villar Mir, S.A.U.	102,077,439
Inmobiliaria Espacio, S.A.	Espacio Activos Financieros, S.L.U.	31,023,601
Inmobiliaria Espacio, S.A.	GVM Debentures LUX1, S.A.	17,468,367
Invesco, Ltd.	Invesco Asset Management Limited	14,931,975

[50] 2015 Annual Corporate Governance Report

Indirect Shareholder	Through: Direct Shareholder	Voting rights
Invesco, Ltd.	Other entities total holding	107,553

The company's Board of Directors includes the following individuals:

- Juan-Miguel Villar Mir – Chairman and Shareholding Director (Appointed August 1987)
- Juan Villar-Mir de Fuentes – Vice Chairman and Shareholding Director (Appointed June 1996)
- Josep Pique Camps – Second Vice Chairman and CEO (Appointed October 2013)
- Juan Luis Osuna Gomez – Executive Director (Appointed May 2012)
- Tomas Garcia Madrid – Shareholding Director (Appointed June 1996)
- Javier Lopez Madrid – Shareholding Director (Appointed June 1992)
- Monica de Oriol Icaza – Independent Board Member (Appointed May 2012)
- Silvia Villar-Mir de Fuentes – Shareholding Director (Appointed January 2008)
- Alberto Terol Esteban – Independent Board Member (Appointed May 2010)
- Alvaro Villar-Mir de Fuentes – Shareholding Director (Appointed May 2010)
- Macarena Sainz de Vicuña y Primo de Rivera – Independent Board Member (Appointed May 2015)
- Reyes Calderon Cuadrado – Independent Board Member (Appointed May 2015)

4.1.2 Media Profile

Kroll conducted Spanish-language media research for news articles, press releases, and reports involving OHL and identified thousands of media references to the company and its affiliated entities, primarily news reports on OHL's projects and contractual disputes involving the company, other firms, and/or local government authorities. Given the large volume of information pertaining to the company and its subsidiaries, Kroll's research was narrowed using the company's name and adverse keywords. The following significant milestones in OHL's history and recent disputes involving the company were identified.

OHL Under Investigation in Chile Over Medical Equipment Flaw

Various news sources from the early 2000s described a series of "faulty installations" in the San Jose Hospital in Santiago, Chile, built by a concession group led by OHL. According to *La Cuarta*, certain medical tubing equipment in the ICU facility originally designed to provide oxygen only let out air, with some claiming that four individuals in the hospital's ICU died as a result of this mistake.[51]

Chilean Deputy Patricio Hales alleged that "we believe the responsibility for this error lies with those who built the hospital, OHL and the Industria Indura, but also with the Government, because they failed to properly supervise the project."[52] As reported by *Cooperativa*, Hales announced he would petition the Ministry of Health to undertake legal action against the concession group.[53]

OHL Director Detained for Damages in Hospital Construction Project

Kroll identified a news publication from February 2005 in Hernando Lazo ("Lazo"), OHL's local Consortium Director, was detained following claims of "inadquate" construction at a state hospital in Costa Rica. According to an article by the *Associated Press*, the concession group Obrascon Huarte Lain-Expansion Exterior ("OHL-EE"), was tasked with designing, building and equipping the hospital in Alajuela, a town approximately 20km northeast of the Costa Rican capital, San Jose. Upon completion in October 2004, patients and town residents alleged "construction deficiencies"

[51] http://www.aldia.cr/ad_ee/2005/febrero/27/nacionales2.html

[52] http://www.lacuarta.com/diario/2002/04/11/11.05.4a.CRO.SANJOSE.html

[53] http://www.cooperativa.cl/noticias/pais/diputado-hales-pide-acciones-legales-por-fallas-en-hospital-san-jose/2002-04-10/094900.html

including, faulty doors, ill-equipped kitchens, sealed emergency doors, damaged air conditioning units, among other issues.[54] The project was valued at USD 35 million.[55]

A judge in San Jose ordered Lazo to serve three months in prison as a "suspect of peculation" and Israel Moya, Assitant Manager of Operations at the Costa Rican Department of Social Security ("CCSS"), was also ordered to serve an unspecified disciplinary sentence.[56] OHL, in turn, claimed that the allegations against the company were due to "lack of personnel and adequate preparation" on behalf of the hospital management.[57] In April 2005, OHL-EE filed a claim against the CCSS for USD 6 million, claiming "undue excess of costs" in the construction of the hospital.[58] The company claimed the project took a longer time to complete and was costlier than expected.[59]

Kroll identified articles from 2008 which stated that the hospital in San Jose continued to experience "structural and administrative damages."[60]

OHL President Charged with Fraud

In September 2006, the Spanish Anticorruption Public Prosecutor called for a 34-month prison sentence for OHL President Juan Miguel Villar Mir ("Villar Mir"), who was charged with comitting "administrative fraud" in the Recol case, a corruption matter involving Villar Mir and several other Board Members of Internet company, Recol Network, S.A., who were accused of fraud and conspiracy to manipulate pricing.[61] According to news sources, Villar Mir allegedly siphoned EUR 1.5 million from the company through fraudulent accounting practices.[62]

Catalunya Government Accuses OHL of Delays, Breach of Contract

Kroll identified various news sources from 2007 stating that the Catalunya Government filed numerous claims against OHL for delays and "breach of contract" in the contruction of a 1.1km stretch of the Barcelona high speed train ("AVE"). "A public Catalunyan company is at stake and, most of all, its citizens,"[63] said a local government official in a public statement.

Fomento, the Spanish Ministry of Public Works, said the only issue present in the dispute was "OHL's ineptitude."[64] A Fomento representative stated:

> Of the four construction companies involved in the project, OHL is the only one that has been unable to meet deadlines. All the incidents so far have been concentrated in the stretch that OHL is managing. They asked us in December for a four-month extension; in April, another one for three and a half months. We gave them both and they still have not finished the job, which should have been completed over a month ago.[65]

That same month, Mariano Rajoy ("Rajoy"), President of the People's Party ("PP"), defended OHL, claiming instead that the government was to blame. In a public statement, Rajoy said the government used a "cowardly finger" to accuse a company of its own faults.[66] According to newspaper *El Mundo*, Villar Mir maintains "good relations" with the head of the political opposition

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[54] "Piden prisión por daños en hospital costarricense," *AP Spanish Worldstream*, February 25, 2005.

[55] "Compañía española en el ojo de una nueva tormenta en Costa Rica Por Oscar Núñez Olivas," *Agence France Presse*, February 26, 2005.

[56] Ibid.

[57] Ibid.

[58] "OHLEE presenta reclamo por seis millones de dólares a Costa Rica," *Agencia EFE*, April 29, 2005.

[59] "Españoles demandados en Costa Rica reclaman indemnización," *AP Spanish Worldstream*, May 1, 2005.

[60] "Fallas enferman al moderno hospital de los alajuelenses," *La Nacion*, October 27, 2008.

[61] "Anticorrupción pide para Villar Mir casi tres años de cárcel," *Marca*, September 26, 2006.

[62] "La Fiscalía pide 34 meses de prisión para Villar Mir por el 'caso Recol'," *El Mundo*, September 26, 2006.

[63] "Demandas contra la empresa OHL," *El Pais*, October 24, 2007.

[64] Ibid.

[65] Ibid.

[66] "Crisis ferroviaria," *El Mundo*, October 25, 2007.

group.[67] Xavier Trias, President of Convergence and Union ("CiU"), a Catalan nationalist electoral alliance in Catalunya, Spain, also signalled out the central government as the "guilty" party in regards to the AVE problems, and said: "The guilty one is normally not the construction company, but the one who directs the project."[68]

OHL, Villa Mir Involvement in Barcenas Affair

Kroll identified media articles citing OHL's involvement in the so-called Barcenas Affair, a corruption scandal in Spain involving the People's Party ("PP")(and evidence that it allegedly kept a parallel bookkeeping system to record undeclared and illegal cash donations used to pay bonuses to senior members of the party. The matter was named after Luis Barcenas ("Barcenas"), former Treasurer of the PP, who confirmed in court the existence of a PP slush fund scandal.[69]

In March 2013, the General Secretary of the Socialist Party of Madrid ("PSM"), Tomas Gomez ("Gomez"), asked local government officials why no judicial actions had been filed against OHL, who "appeared in the papers" of the former PP Treasurer. Gomez stated: "We need a government in Spain that doesn't 'owe' payments to others. And it's what we've come to defend here today: let's resolve this issue, which affects many of our neighbors."[70]

As reported by newspaper *Gaceta*, Villar Mir was also implicated in the Barcenas Affair, and was identified as a "donor" in the Barcenas papers. In a hearing at the National Audience, Villar Mir swore he "never" offered money to political parties, claiming it would be a "serious act of corruption" to do so.[71] "I'm not from the PP or from the PSOE [Spanish Socialist Worker's Party]," he told the judge. He claimed that even though he knew the former Treasurer Alvaro Lapuerta ("Lapuerta") and Barcenas, he never spoke with them about adjudication of contract work.[72] However, according to one article, Villar Mir allegedly contacted Lapuerta wishing to donate EUR 300,000 (political party financing laws limit individual donations at EUR 100,000), and told him he was very interested in the "head" of the PP and, especially, that Mariano Rajoy, PP leader and Primer Minister, be informed of his donation.[73]

Other Incidents/Disputes

Kroll's research identified numerous other articles and media reports regarding the company's involvement in disputes with local[74] and foreign governments[75] which relate to delays in construction and breach of contract claims.[76]

Various articles published in September 2014 also stated that OHL was being investigated by the local Public Prosecutor in Palma de Mallorca for favoritism in the adjudication of a hospital concession contract.[77] Yet another article detailed several litigation proceedings involving OHL projects, specifically with regards to the company's operations in Mexico through its subsidiary, OHL Mexico SAB de CV ("OHL Mexico").[78] In 2015, recordings emerged on the Internet purporting to reveal OHL Mexico executives discussing ways to inflate toll rates, bribe judges, and pay for a state official's Christmas-week stay at a luxury Caribbean beach hotel.[79] For more information

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[67] Ibid.

[68] "Triasexime a la constructora OHL de los problemas en las obras del AVE y culpa al Gobierno central," *Europa Press*, October 27, 2007.

[69] www.ft.com/cms/s/0/4feec248-f86b-11e2-b4c4-00144feabdc0.html+&cd=4&hl=en&ct=clnk&gl=us#axzz4Bg2G8u7j

[70] "Gómez pregunta por qué no se han pedido responsabilidades a OHL, "que aparece en los papeles de Bárcenas,"" *Europa Press*, March 15, 2013.

[71] "José Luis Moreno donó unos 60.000 euros, que se incluyeron en la contabilidad B," *La Nueva Espana*, July 17, 2013.

[72] "Villar Mir asegura al juez que 'nunca' donó dinero al PP," *Gaceta*, May 28, 2013.

[73] "Una donación ilegal para la campaña electoral del 2011," *El Periodico Extremadura*, July 16, 2013.

[74] "OHL pide concurso voluntario para su concesionaria de cercanías MóstolesNavalcarnero," *Expansion*, May 24, 2016.

[75] "OHL reclama 1.240 millones ante la justicia por obras en el exterior," *Cinco Dias*, January 27, 2015.

[76] "Copasa acusa por carta a OHL del retraso de la obra del tren del desierto," *El Economista*, December 27, 2014.

[77] "Villar Mir, imputado por el hospital de Palma, niega trato de favor a OHL," *El Economista*, September 2014.

[78] "Enfrenta juicios OHL en al menos tres entidades," *La Jornada*, May 11, 2015.

[79] http://www.bloomberg.com/news/articles/2015-07-30/what-scandal-for-ohl-mexico-stock-investors-all-seems-forgotten

regarding the investigation into the corruption scandal and the regulatory sanctions imposed on OHL Mexico, please refer to the below Regulatory section of this report.

Kroll also identified media reports from February 2016 which reported that OHL Director and Villar Mir's son-in-law, Javier Lopez Madrid ("Lopez Madrid"), was accused of making illegal payments to the PP. Lopez Madrid denied the charges, and said that "at no point in time" did he ever offer money to local government officials in exchange for contract procurements.[80] According to *El Confidencial*, as of March 2016, the National Audience has been investigating 31 contracts awarded to OHL in relation to "illegal financing of the PP." According to the article, the 31 contracts were adjudicated by PP officials between 2004 and 2013, and have a total value of EUR 584 million.[81] The investigation remains ongoing.[82]

4.1.3 Adverse Public Records

4.1.3.1 *Litigation*

Kroll conducted searches of judgment records on file with the Supreme Court, the National Audiences, the Provincial Audiences, and the Superior Courts of Spain.[83] Approximately 1,150 judgment records naming the company were identified.[84] A large number of these cases concerned labor disputes or allegations of breach of contract in which the plaintiff(s) accused OHL or one of its subsidiaries/joint ventures of failing to abide by contractual terms and deadlines.

Several appeals by OHL against government decisions were found and primarily concerned disagreements regarding tax calculations.

The following includes a sample of judgment rulings filed in 2016 in which OHL or one of its affiliates was a defendant in the original dispute:

- *No. SAP M 5079/2016*, filed in the Provincial Audience of Madrid on April 11, 2016.

  According to the judgment record, an appeal to a March 6, 2015 court decision was filed by both plaintiff-appellant, Omega Saimper S.L. ("Omega"), and defendant-appellant, OHL. The decision shows that Omega initially filed a lawsuit claiming it was owed EUR 100,037.41 by OHL pursuant to a contract for construction work at the Policlinico Hospital in Madrid. However, while the initial ruling upheld in part Omega's complaint against OHL, the defendant was only ordered to pay Omega EUR 21,882.42. OHL, in turn, claimed it only owed Omega EUR 9,751.37.

  In April 2016, the court issued a final ruling against the appeal, ruling partially in favor of OHL, and ordering that the company pay Omega EUR 18,513.68.

- *No. STSJ M 3071/2016*, filed in the Superior Justice Tribunal of Madrid, Court of Social Proceedings, on March 21, 2016.

  According to the judgment record, this decision was made pursuant to an initial complaint filed by Messrs. Pelayo and Ruperto against Velasco Grupo Empresarial S.L. ("Velasco") and UTE Servicios Madrid 4, a joint venture comprised of the Ascan Grupo Empresarial Sadisa, S.L. ("Ascan") and OHL. Following the initial complaint, in which the plaintiffs alleged wrongful termination, the court ruled in favor of plaintiffs Pelayo and Ruperto, and ordered their immediate re-hiring and payment of a bonus. According to the decision, Velasco was dismissed from the case, but the Ascan-OHL joint venture was ordered to pay

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[80] "López Madrid niega haber realizado pagos ilegales al PP de Madrid," *El Confidencial*, February 26, 2016.

[81] "El juez investiga 584 millones en obras de OHL por la financiación ilegal del PP," *El Confidencial*, March 10, 2016.

[82] "Castro prorroga un año la instrucción del caso Son Espases," *Diario de Mallorca Online*, June 3, 2016.

[83] In Spain, court documents are not a matter of public record and privacy regulations protect individuals' judicial records. This limits Kroll's ability to find information such as an individual or company's criminal record or history, or the current status of litigation. These databases contain a large, although not exhaustive, amount of judgment rulings.

[84] The majority of the judgments name OHL as a party to litigation, while some only name the company in the text of the document.

EUR 400 to each of the plaintiffs. They filed an appeal, but in March 2016, the court upheld the lower court's ruling.

- *No. STSJ CL 1322/2016*, filed in the Superior Justice Tribunal of Valladolid, Contentious-Administrative Court, on March 18, 2016.

  According to the judgment record, this decision was filed pursuant to a complaint brought by UTE Campus Segovia, a joint venture established by OHL and Volconsa, Construccion Y Desarrollo de Servicios S.A., against the Administration of the Community of Castilla and Leon (Fiscal Office). The joint venture filed a contentious administrative suit against the local government, refuting payment of two service fees allegedly owed by OHL: a EUR 8,965.34 fee and a EUR 314,728.40 fee, issued against the company in relation to a contract for work performed at the University of Valladolid in Segovia.

  In March 2016, the court ruled against the joint venture's appeal, and upheld the decision of the lower court regarding the above-mentioned payments.

- *No. STSJ AND 1507/2016*, filed in the Superior Justice Tribunal of Madrid, Court of Social Proceedings, on March 3, 2016.

  This decision was filed pursuant to a complaint for wrongful termination filed by an individual named Mr. Hector against OHL and certain OHL subsidiaries, including Ecolaire España S.A. ("Ecolaire"), Atmos Española, S.A. ("Atmos"), and Proyectos and Sistemas, S.A. ("Proyectos"). According to the court record, Hector was formerly employed by Proyectos, now known as Atmos, and was terminated in March 2005 for "repeated low performance." From 2005 to 2010, he was employed at Ecolaire as a Project Director, but was laid off in September 2013 as a result of a "reduction in the number of projects" awarded to the company. Hector filed suit against the companies, which the defendants appealed. In March 2016, the court issued a final ruling in the case, and ordered that Ecolaire pay unspecified fees and costs to the plaintiff.

- *No. STSJ CL 765/2016*, filed in the Superior Justice Tribunal of Valladolid, Contentious-Administrative Court, on March 1, 2016.

  This decision finalizes a dispute between an OHL-Construcciones Arranz Acinas S.A. joint venture and the Administration of the Community of Castilla and Leon (Comission of Economic-Administrative Claims and Fiscal Council of Castilla and Leon) regarding a EUR 6,276.66 payment allegedly owed by the joint venture for services provided by the local government. The companies filed a claim against the local government, alleging that the tax laws used to claim the fee were not applicable in this particular instance. In March 2016, the court upheld the government's financial claims against the companies.

4.1.3.2 *Regulatory Actions and Compliance Databases*

Kroll searched databases of sanctions, enforcement proceedings, and press releases of various regulatory agencies, including the National Securities Market Commission and the Ministry of Finance and Public Administration. Additionally, Kroll searched databases that compile sanctions lists / watchlists of companies and individuals involved in improper or illegal business practices, such as money laundering, terrorism financing, corruption, or fraud.[85]

Regulatory searches identified various references to allegations of corruption involving OHL's subsidiary in Mexico, OHL Mexico SAB de CV ("OHL Mexico"). In 2015, the company came under the scrutiny of the Mexican National Banking Securities Commission ("CNBV") after audio recordings were uploaded to YouTube which appeared to show that the firm's president, José de Andrés de Oteyza ("Oteyza"), sought direct help from the heads of Mexican state companies Pemex and CFE to win a USD 476 million contract to build a power plant.[86]

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[85] Kroll's research was conducted using the parent company's name, "Obrascon Huarte Lain."

[86] "OHL Mexico on the defensive over audio recordings", *BN Americas*, November 27, 2015

Kroll identified a news article which stated the tapes were the latest in a series of leaks from the alleged telephone conversations between OHL Mexico executives and high ranking government officials over business deals.[87] In the wake of a previous corruption scandal involving the audio recordings of backroom deals regarding the Viaducto Bicentenario Overpass, OHL Mexico was notified by the state of Mexico and the Mexican Federal government that all of its contracts would be audited in 2016.[88]

An investigation by the Superior Auditing Office and Secretary of Public Service of the State of Mexico ultimately led to a USD 4.1 million fine from the CNBV over inadequacies in its financial reporting, though the regulator said there was no evidence of fraud.[89] On April 29, 2016, the board chairman, Oteyza, stepped down from the board.[90]

4.2 Research in the U.S.

4.2.1 Identification

According to New York Department of State records, OHL Infrastructure Inc. ("OHL Infrastructure") was incorporated in Delaware on June 21, 2013. OHL Infrastructure operates as a wholly owned business development firm for OHL Concesiones in the private-public partnership ("P3") market, according to OHL Concesiones' website.[91] According to OHL Concesiones' 2015 Annual Report of significant events and key figures, OHL Infrastructure is headquartered at 555 Theodore Fremd Avenue, Suite B-201, Rye, New York, 10508.[92] According to the 2015 Annual Report of audited consolidated financial statements, OHL Infrastructure contributed a loss of EUR 2,315,000 to the profit attributable to its parent OHL Concesiones in 2014 and 2015.[93]

Florida Department of State records noted that Community Asphalt Corporation ("Community Asphalt") was incorporated on September 22, 1980. In 2006, Community Asphalt joined the OHL Group, under its OHL Construcción division, marking OHL's entry into the United States, according to the company's website.[94] Community Asphalt specializes in general road construction and transportation infrastructure.[95] Its corporate office is located at 9675 NW 117 Avenue, Suite 108, Miami, Florida 33178.[96] Additionally, Community Asphalt operates four plants throughout Florida, in Miami, West Palm Beach, Vero Beach and Fort Myers.[97]

Additionally, Kroll identified the following affiliated entities of Community Asphalt: Arellano Construction, OHL Building and The Tower Group.[98] Collectively, the aforementioned companies operate as OHL USA, a subsidiary of OHL Construcción.[99]

4.2.2 Adverse Public Records

Kroll conducted searches for adverse public records (*e.g.*, civil litigation, criminal records, judgments, etc.) in the following jurisdictions with which OHL Infrastructure has most recently been associated:

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[87] *Ibid*

[88] *"Update 2 – Mexico* banking reuglatorfines OHL Mexico $4 Million", *Reuters*, March 28, 2016

[89] *Ibid*

[90] "OHL Meixco board chairman step sdown", *Reuters*, April 29, 2016

[91] http://www.ohlconcesiones.com/en/markets/usa-canada/

[92] http://www.ohlconcesiones.com/media/1301936/en_ia_2015_web.pdf

[93] http://www.ohlconcesiones.com/media/1298395/en_cuentasanuales_consolidadas_2015_web.pdf

[94] http://www.cacorp.net/presentation/about-us/

[95] http://www.cacorp.net/presentation/about-us/

[96] http://www.cacorp.net/presentation/community-asphalt-directory/

[97] http://www.cacorp.net/presentation/community-asphalt-directory/

[98] http://www.ohlconstruccion.com/en/presentation/subsidiaries/

[99] http://www.ohlusa.com/en/regions/florida-south-east/

- Orange County, California[100]
- Duval County, Florida[101]
- Lee County, Florida[102]
- Miami-Dade County, Florida[103]
- Palm Beach County, Florida[104]
- Seminole County, Florida[105]
- New York County, New York[106]
- Travis County, Texas[107]
- Fairfax County, Virginia[108]

Kroll identified the following civil cases filed in Orange County, California naming OHL Infrastructure or any of its affiliates as a party:

- *The Amber Group, Inc. v.* ***OHL USA, Inc.***, No. 30-2015-00798157-CU-BC-CJC in the Superior Court of Orange County, California, filed on July 13, 2015.

  According to the complaint, The Amber Group ("Plaintiff") filed this lawsuit against OHL USA Inc. ("OHL USA" or "Defendant") for breach of written contract, among other causes of action. The Plaintiff alleged that OHL USA owed it $217,646.82 in outstanding invoices for goods sold and delivered to the Defendant's project site located at Lake Machado in Los Angeles, California. The Plaintiff sought damages in the amount of the aforementioned outstanding invoices plus interest and legal fees. According to the docket, this case was dismissed with prejudice on March 21, 2016.

- ***OHL*** *v. Bieber, LLC d/b/a Bieber USA and d/b/a/ Tradex Group Bieber, LLC*, No. 30-2015-00798157-CU-BC-CJC in the Superior Court of Orange County, California, filed on July 31, 2012.

  According to the complaint, OHL ("Plaintiff") filed this lawsuit against Bieber LLC ("Bieber" or "Defendant") for action on the Plaintiff and Defendant's open book account. Plaintiff alleged that Bieber was indebted to Plaintiff in the amount of $10,157.41 for goods sold and delivered. Plaintiff sought damages in the aforementioned amount plus interest and legal fees. According to the docket, this case was dismissed with prejudice on January 15, 2013.

Kroll identified the following civil cases filed in Miami-Dade County, Florida naming OHL Infraestructura or any of its affiliates as a party:

- *Murphy Construction Finishers, Inc. v.* ***OHL Building****, Travelers Casualty and Surety Company of America, et al.*, No. 15-006245-CA-01 in the Circuit Court of Miami-Dade County, Florida, filed on March 17, 2015.

  According to the complaint, Murphy Construction Finishers, Inc. ("Plaintiff") filed this lawsuit against OHL Building, Travelers Casualty and Surety Company of America, Zurich American Insurance Company and Liberty Mutual Insurance Company for breach of contract, unjust enrichment and breach of payment bond in the amount of $13,166,680. In the Defendants' answer to the complaint, they stated that the Plaintiff performed defective work causing the Defendants to incur additional costs, and further alleged that the Plaintiff

[100] Superior Court / Recorder of Deeds, Orange County, CA : January 1, 1996 – June 10, 2016
[101] Circuit Court / Recorder of Deeds, Duval County, FL : January 1, 1996 – June 10, 2016
[102] Circuit and County Court / Recorder of Deeds, Lee County, FL : January 1, 1996 – June 10, 2016
[103] Circuit Court / Recorder of Deeds, Miami-Dade County, FL : January 1, 1996 – June 10, 2016
[104] Circuit Court / Recorder of Deeds, Palm Beach County, FL : January 1, 1996 – June 10, 2016
[105] Circuit Court / Recorder of Deeds, Seminole County, FL : January 1, 1996 – June 10, 2016
[106] Supreme Court / Recorder of Deeds, New York County, NY : January 1, 1996 – June 10, 2016
[107] Circuit Court / Recorder of Deeds, Travis County, TX : January 1, 1996 – June 10, 2016
[108] District Court / Recorder of Deeds, Fairfax County, VA : January 1, 1996 – June 10, 2016

violated terms of the payment bond. On May 12, 2016, a motion to dismiss the case was denied. The case remains active.

- ***OHL-Arellano Construction Company*** *v. Greter Alvarez*, No. 15-005594-CA-01 in the Circuit Court of Miami-Dade County, Florida, filed on March 10, 2015.

  According to the complaint, OHL-Arellano Construction Company ("Plaintiff") filed this lawsuit against Greter Alvarez ("Defendant"), an individual, for breach of promissory notes. The complaint states that the Plaintiff made loans to the Defendant totalling $20,540, with the agreement to pay back the loans through deductions of the Defendant's compensation. On June 11, 2016, an order was entered referring the parties to mediation. This case remains active.

- *Trainor Glass Company v. Fidelity and Deposit Company of Maryland,* ***OHL Building****, et al.*, No. 13-04979CA11 in the Circuit Court of Miami-Dade County, Florida, filed on July 24, 2014.

  According to available court records, Trainor Glass Company ("Plaintiff") filed this contract indebtedness claim against Fidelity and Deposit Company of Maryland, Zurich American Insurance Company, Travelers Casualty and Surety Company of America, The Insurance Company of the State of Pennsylvania, Liberty Mutual Insurance Company, Federal Insurance Company, Odebrecht Construction, Inc., OHL Building f/k/a The Tower Group, and Community Asphalt Corp. On October 16, 2014, an order of dismissal for want of prosecution was entered. No further information is available online.

- *Florida Aquastore & Utility Construction, Inc. v. WRS Infrastructure & Environment,* ***OHL USA****, Areas USA FLTP, and Fidelity and Deposit Company of Maryland*, No. 14-003863-CA-01 in the Circuit Court of Miami-Dade County, Florida, filed on February 12, 2014.

  According to the complaint, Florida Aquastore & Utility Construction, Inc. ("Plaintiff") filed this lawsuit against WRS Infrastructure & Environment, OHL USA, Areas USA FLTP, and Fidelity and Deposit Company of Maryland ("Defendants") for breach of contract, breach of good faith and fair dealing, and unjust enrichment. According to an Agreed Order for Substituting Parties entered on July 4, 2014, OHL Building, Inc. was substituted for OHL USA. According to the docket, on June 3, 2016, the Defendants motioned for leave to assert a counterclaim against the Plaintiff. This case remains active.

- Homestead Paving Company *v. KMC Corporation, The Tower Group, Inc. d/b/a* ***Tower OHL Group****, et al.*, No. 10-055722-CA-01 in the Circuit Court of Miami-Dade County, Florida, filed on October 18, 2010.

  According to the docket, Homestead Paving Company ("Plaintiff") filed this lawsuit against KMC Corporation, The Tower Group Inc. d/b/a Tower OHL Group, and Travelers Casualty and Surety Company of America for contract indebtedness. According to a Notice of Voluntary Dismissal filed by the Plaintiff on June 1, 2012, all claims against The Tower Group were dismissed with prejudice.

Additionally, Kroll identified 191 civil cases naming Community Asphalt in Miami-Dade County, Florida; of those, Community Asphalt was named as a defendant in 57. The nature of the cases naming Community Asphalt as a defendant were predominantly auto negligence and other negligence (23 cases) and contract indebtedness greater than $15,000 (8 cases). At the client's request, Kroll can review some or all of these cases.

Kroll identified the following civil cases filed in New York County, New York naming OHL or any of its affiliates as a party:

- *Hom, Mai-Fun v. Waterworks, a Joint Venture of Judlao Enterprises and* ***OHL USA, Inc.***, No. 156653/2015 in the Supreme Court of New York County, New York, filed on July 1, 2015.

According to the docket, Mai-Fun Hom ("Plaintiff") filed this civil tort action against Waterworks, a joint venture between Judlao Enterprises and OHL USA ("Defendants"). According to the complaint, the Plaintiff, a pedestrian, tripped and fell over a pothole located on the Defendants' job site, causing severe and permanent injuries. A Compliance Conference was scheduled for June 1, 2016, though the docket shows no indication that the conference was held. This case remains active.

- *Peixoto Fernandes, Jose v. City of New York ,Waterworks, JV, Judlau Contracting,* ***OHL USA, Inc.***, No. 160131/2013 in the Supreme Court of New York County, New York, filed on November 1, 2013.

  According to the docket, Jose Peixoto Fernandes ("Plaintiff") filed this civil tort action against the City of New York, Waterworks, JV, Judlau Contracting, and OHL USA, Inc. ("Defendants"). The Plaintiff, an employee of the Defendants, was performing work at the Defendants' site located on Columbus Avenue between 60th and 61st Streets in New York, New York, when he was injured by dangerous, hazardous, defective and/or faulty equipment. As a result, the Plaintiff was declared permanently lame and disabled. This case remains active. A status hearing is scheduled for August 18, 2016.

- *Xiang Yang Zhou v. Maria Paloma Munoz Garcia and* ***OHL USA, Inc.***, No. 150529/2012 in the Supreme Court of New York County, New York, filed on March 5, 2012.

  According to the docket, Xiang Yang Zhou ("Plaintiff") filed this civil tort action for motor vehicle negligence against Maria Paloma Munoz Garcia ("Garcia") and OHL USA. According to the complaint, Garcia was operating the motor vehicle owned by OHL USA with the permission, knowledge, and consent of OHL USA when the vehicle struck the Plaintiff's vehicle causing the Plaintiff to be injured. The Plaintiff sought damages not covered by no-fault insurance. According to the docket, this case was dismissed with prejudice on January 25, 2016.

4.2.2.1 *Bankruptcies, Liens & Judgments*

Kroll searched for bankruptcies filed by OHL or its affiliates, as well as any tax liens or judgments filed against them. Kroll identified the following county tax lien naming OHL USA in Orange County, California:

Debtor:	**OHL USA INC.**
Creditor:	Orange County, California
Date:	October 13, 2015
Filing Type:	County Tax Lien
Filing Location:	Orange County Recorder of Deeds
Amount:	$29,753
Status:	Satisfied

4.2.2.2 *Regulatory Actions and Compliance Databases*

Kroll found no regulatory sanctions or litigation, including Securities and Exchange Commission sanctions or litigation, involving OHL or its affiliates.

Searches of compliance databases that list those suspected of organized crime, drug trafficking, money laundering, terrorist activities or corruption found no mention of OHL or its affiliates.

4.2.2.3 *Press Reports and Internet*

Kroll's review of press reports and Internet pages, including social media sites, found no derogatory or controversial references to OHL in the United States.

5. COMSA SAU

5.1 Identification

COMSA Corporacion is a Spain-based infrastructure and engineering company. Through several subsidiaries and affiliates, the company primarily operates in the fields of infrastructure and engineering, services and technology, and concessions and renewable energy. According to its website, Comsa is also present in over 20 countries.[109] The company's international sales are valued at USD 633 million, according to the company's 2015 "Annual Summary."[110]

According to commercial database research, COMSA Corporacion de Infraestructuras, S.L. ("Comsa") is the holding company for the Comsa group of entities. As reported on the company's website, Comsa dates back to 1891, when Jose Miarnau Navas founded the railway works company. In its early years, the company primarily focused on "track and station renovation works."[111] In 2009, the company merged with Emte, an industrial engineering company owned by the Sumarroca family. The resulting company, Comsa Emte, was 70 percent controlled by the Miarnau's, and 30 percent by the Sumarroca family.[112] In December 2015, during the company's 125th anniversary, Comsa Emte changed its name to Comsa Corporacion.[113]

Records maintained by the Spanish Central Mercantile Registry include the following corporate registration details for Comsa:

- Name: COMSA Corporacion de Infraestructuras, S.L.
- Registry: Barcelona
- CIF: B08937724
- Registered Address: C. Viriato, 47, Barcelona, Spain
- Activity: Acquisition and rent of real estate; Acquisition, subscription, and sale of various kinds of assets.
- Authorized Capital: EUR 25,513,552
- Disbursed Capital: EUR 25,513,552

Records maintained by the Spanish Central Mercantile Registry contain the following details for Comsa S.A., a subsidiary of the parent company:[114]

- Name: COMSA, S.A.
- Registry: Barcelona
- CIF: A08031098
- Registered Address: C. Viriato, 47, Barcelona, Spain
- Activity: All kinds of public and private cleaning services, specifically, the collection, transport, treatment, evaluation, and disposal of municipal trash and industrial waste.

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[109] http://www.comsa.com/web/comsawp/sobre-comsa-corporacion

[110] Comsa Corporacion de Infraestructuras, S.L. 2015 Annual Report.

[111] http://www.comsa.com/en/web/comsawp/historia

[112] http://www.pressreader.com/spain/lavanguardia/20151222/283077003208739

[113] http://www.lavanguardia.com/vida/20151221/30955134610/catalunyacomsaemtepasaadenominarsecomsacorporacionensu125aniversario.html

[114] Central Mercantile Registry records do not provide corporate registration information on an entity named "COMSA S.A.U."

- Authorized Capital: EUR 10,107,077
- Disbursed Capital: EUR 10,107,077

Commercial databases provide the following financial details regarding Comsa's operations (in thousands of Euros):

	2014	2013	2012
Sales	101,102	46,864	53,937
EBITDA	105,268	50,787	56,795
EBIT	74,972	19,116	22,926

5.1.1 Ownership

According to Spanish news sources, following Comsa's merger with Emte, the combined company was 70 percent controlled by the Miarnau family and 30 percent by the Sumarroca family.[115] Commercial databases that compile corporate registration and ownership information list the following entities as Comsa shareholders.[116] Online public record research suggests these entities are affiliated to the Miarnau and Sumarroca families. Further research into the below companies can be conducted at the client's request.

Entity	CIF	Ownership %
TI 2009 SL	B65152167	41%
Sociedad de Inversiones y Participaciones Comsa Emte SL	B65101065	30%
Sheratan Management SL	B62653753	9.66%
SEP Management SL	B62653746	9.66%
Deimos Inversion SL	B62650809	9.66%

5.2 **Media Profile**

Kroll conducted English and Spanish-language media research for news articles, press releases, and reports involving Comsa and identified over 5,000 media references to the company, primarily news articles relating to the company's adjudication of contracts in Spain and overseas. Given the large volume of information pertaining to the company, Kroll's research was narrowed using the company's name and adverse keywords in both English and Spanish. The following significant milestones in Comsa's history and recent disputes involving the company were identified:

Comsa Affiliate Granted Railway Operator License

In 2005, the Spanish Ministry of Public Works ("Fomento") granted Comsa Rail Transport, a Comsa affiliate, the "first private railway operator license." According to *El Mundo*, Renfe, the Spanish government railway company, "essentially had a monopoly" over the railway industry in Spain until the license was granted.[117]

Jorge Miarnau, President of Comsa, expressed his approval of the decision and thanked the government for putting its "trust in us."[118] Two years later, the company was granted a contract for the construction of a technical workshop for Renfe's high speed railway in Barcelona, a project worth EUR 24.3 million.[119]

"Fraud" Claims Filed Against Government by Comsa and Partners

In May 2010, Comsa and several of the company's business partners, including Isolux Corsan, Azvi, Sando and the Portuguese bank, Espirito Santo, filed a claim against the Supreme Tribunal of Spain for EUR 420 million, alleging they were "defrauded" by the government with respect to the

[115] http://www.pressreader.com/spain/lavanguardia/20151222/283077003208739

[116] According to the commercial database provider, this information was provided through an inquiry in January 2015.

[117] "Comsa será competidor de Renfe tras ganar la primera licencia de operador privado," *El Mundo*, September 28, 2005.

[118] "Comsa será el primer rival privado de Renfe en mercancías," Gaveta de los Negocios, September 29, 2005.

[119] "Comsa se adjudica la construcción del taller para trenes de Ave de Renfe en Barcelona por 24,3 millones," *Europa Press*, June 7, 2007.

group's contract for the construction of the AP-41 highway, which runs between Madrid and Toledo. Ceasa, the concession group with the contract, alleged the current revenue from traffic was "eight times less than initially expected."[120] They claimed that the subsequent construction of highway M-407 changed the underlying terms of the concession contract, and the decision to not extend certain sections of the highway would lead to an underutilization of the highway. According to the article, the four construction groups and the Portuguese bank had invested EUR 400.3 million and had registered losses of EUR 28.8 million.[121]

The following year, news sources reported the AP-41 highway was "on the verge of bankruptcy." According to newspaper *ABC*, since the highway's inauguration in 2006, it had accumulated losses totalling EUR 30 million. The concession group claimed they could no longer keep afloat a highway that failed to meet the minimum financial expectations that served to promote the project.[122]

Contract Rescission in Chile Leads to Injunction

Kroll identified a February 2013 article published by *Business News America*, which described a dispute between Comsa and the Chilean Ministry of Public Works ("MOP"). According to the article, Comsa was awarded a concession contract in January 2009 to build the Ruta G-60, a highway that connects the Santiago Metropolitan region with the Camino de la Fruta. In early 2013, the MOP began a reconcession process for the Ruta G-60 as a result of Coma's "complete abandonment of work"[123] on the project, which consisted of improvement works on a 31km stretch of Ruta G-60.

Commenting on the project delays, a government official from the local municipality of Melipilla said: "Rumors about the suspension of the project started in 2011, but work was abandoned in April 2012 because the company in charge of the project abandoned the work, claiming that they were being demanded to do more than was established in the contract they signed with MOP."[124]

In January 2014, the Chilean MOP won an arbitration case against the concessionaire for Ruta G-60, after the latter abandoned construction of the highway. The decision allowed the Ministry to re-concession the highway project.[125] The Chilean government alleged a "serious breach of contract" against Comsa, citing the company's failure to abide by the terms of the contract.[126]

Comsa Shareholders Accused in Corruption Scandal

Kroll identified various news sources published in 2014 regarding allegations of corruption involving members of the Sumarroca family. For instance, in July 2014, Jordi Sumarroca Claverol ("Jordi") was accused by a judge in Spain of "criminal activity against the Public Administration" of the Torredembarra Municipality. As reported by *El Pais*, the Superior Court of Catalunya was investigating whether Teyco, a construction company of which Jordi was managing director, was linked to entities affiliated to the municipal mayor, Daniel Masague. In an August 2014 article regarding the government investigation, *El Confidencial* reported that the Sumarroca family holds a "good deal of its fortune outside of Comsa-Emte, of which they only own 30 percent. One of these outside companies is the construction firm Teyco."[127] The *El Pais* article indicated that numerous government officials were also arrested as part of the same investigation, over allegations that included breaches of fiduciary duty, embezzlement, money laundering, falsifying documents, and having links to criminal organizations.[128]

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[120] "Comsa Emte y sus socios reclaman 420 millones al Gobierno por la autopista de Toledo," *La Vanguardia*, May 25, 2010.

[121] Ibid.

[122] "La autopista de peaje MadridToledo, al borde de la quiebra," *ABC*, May 14, 2011.

[123] "MOP to reconcession G60 after complete work abandonment," *Business News Americas*, February 15, 2013.

[124] Ibid.

[125] "Ministerio chileno rescindirá dos contratos viales," *Business News Americas*, January 23, 2014.

[126] "Chile se queda dos autopistas de Comsa tras su quiebra en el país," *Cinco Dias*, February 25, 2014.

[127] "La burguesía catalana de los negocios teme un septiembre negro a causa del caso Pujol," *El Confidencial*, August 7, 2014.

[128] "El 'caso Torredembarra' salpica al constructor Jordi Sumarroca," *El Pais*, July 5, 2014.

A few months later, Carles Sumarroca Claverol ("Carles"), Jordi's son, was accused along with several other executives by a National Audience judge of collaborating in the "questionable" business deals of Jordi Pujol Ferrusola, son of Jordi Pujol, who served for six terms as leader of Catalunya. In early 2014, Jordi Pujol admitted that his family had maintained secret foreign bank accounts, saying: "We never found the right moment to declare it."[129] The scandal involved allegations against many of his family members over tax fraud and money laundering.[130] As a result of the Pujol investigation, Carles was accused by the Public Prosecutor Anticorruption Office of "money laundering, crimes against the Fiscal Administrative Office, and falsifying commercial documents"[131] in an attempt to gain government contracts.

In November 2014, Carles denied having any involvement in the allegations that implicated him in the adjudication of municipal contracts through Jordi Pujol's son, Jordi Pujol Ferrusola. Both Carles and his father, Jordi, denied having ever paid commissions to the son of the former President of Catalunya in exchange for public works contracts.[132]

The following year, Comsa reported that the Miarnau family would henceforth hold all executive positions at the company in order to "simplify its corporate structure."[133] According to news sources, Carles would step down from his role as Vice President but the families would maintain their respective shares in the company: 70 percent for the Miarnau family and 30 percent for the Sumarroca family. The company assured the press that the management change was not a result of the Sumarroca's implication in the Pujol case.[134]

In July 2015, three members of the Sumarroca family – former Teyco Managing Director Jordi Sumarroca, his uncle Joaquim, and his cousin Sussana – were detained by the Civil Guard; Daniel Masague ("Masague"), former mayor of Torredembarra, was also arrested.[135] As reported by *El Pais*, collectively, the three members of the Sumarroca family allegedly paid EUR 1.43 million to Masague in illegal commission payments for contracts. Following the arrest, the Public Prosecutor's Anticorruption Office said it would begin an investigation into whether the entities controlled by the Sumorroca's were being used to funnel illicit payments to government officials.[136] Kroll's research indicates the investigation into the above claims remains ongoing.

Comsa Accused of Undue Influence With Government Agency

Kroll identified a news article published in March 2015 regarding Comsa's alleged "attempts to influence CatSalut officials." According to the article, Comsa, Teyco – another Sumarroca-controlled entity – and Bbats, an architecture firm, were accused by a judge in the Superior Tribunal of Catalunya of attempting to influence officials at CatSalut, a government health organization. The correspondence between Teyco and Bbats, according to the article, indicates that "Teyco seeks support within the Municipality management so it can be awarded more contracts in South America."[137]

Other Incidents/Disputes

Kroll's research returned thousands of articles naming the company. Kroll identified some articles published in 2006 relating to delays in construction projects involving Comsa.[138] Other articles

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[129] http://www.economist.com/news/europe/21613309-jordi-pujols-confession-undermines-catalans-hopes-independence-scandal-catalonia

[130] Ibid.

[131] "Sumarroca se mantiene al frente de sus empresas pese a la imputación por el 'caso Pujol'," *Economia Digital*, October 23, 2014.

[132] "Sumarroca niega que Pujol Ferrusola le consiguiera contratos con la Generalitat," *Economia Digital*, November 12, 2014.

[133] "Carles Sumarroca sale de la vicepresidencia de Comsa Emte," *Expansion*, January 18, 2015.

[134] Ibid.

[135] "Los Sumarroca, una familia unida a los Pujol en los negocios y en la política," *Agencia EFE*, July 23, 2015.

[136] "Los Sumarroca usaron 7 sociedades para pagar 1,43 millones a Masagué," *El Pais*, July 23, 2015.

[137] "El juez afea a Comsa, Teyco y Bbats su intento de "influir sobre funcionarios," *Expansion*, March 12, 2015.

[138] "La empresa del museo de Arqueología insiste en que no es responsable del retraso de las obras," *El Correo*, April 12, 2006.

published in 2012 reported on the company's plans to lay off almost 300 employees "due to the strong decline of orders,"[139] as well as 132 temporary workers.[140] The following year, Comsa dismissed another 141 employees.[141] The company attributed the layoffs to a "notable decrease" in projects within the construction industry of Spain.[142]

Kroll also identified various news articles pertaining to the company's operations in Eastern Europe and South America. For instance, in August 2013, *La Gaceta* reported that Comsa held various contracts in both Peru and Lithuania, which totaled approximately EUR 136 million. In Lithuania, Comsa was awarded a contract to modernize 43km of the Marijampole-Sestokai railway line for EUR 85 million, while in Peru the company was hired to update the water pipes in Sicuani, Cuzco, and in the district of Comas, Lima for EUR 51 million.[143] By mid-2014, Comsa's international operations reportedly comprised approximately 47 percent of its business.[144]

Another article from September 2013 reported on a series of divestitures initiated by the company in response to its "heavy debt." According to newspaper *Expansion*, in August 2013 Comsa refinanced a debt of EUR 900 million, and promised to divest approximately EUR 300 million in assets.[145]

5.3 Adverse Public Records

5.3.1 Litigation

Kroll conducted searches of judgment records on file with the Supreme Court, the National Audiences, the Provincial Audiences, and the Superior Courts of Spain.[146] Approximately 730 judgment records naming the company were identified.[147] A large number of these cases concerned labor disputes or allegations of breach of contract in which the plaintiff(s) accused Comsa or one of its subsidiaries/joint ventures of failing to abide by contractual terms and deadlines.

Several appeals by Comsa against government decisions were found and primarily concerned disputes of tax calculations.

The following includes a sample of judgment rulings filed in 2016 in which Comsa or one of its affiliates was a defendant in the original dispute:

- *No. STSJ GAL 3203/2016*, filed in the Superior Justice Tribunal of Coruña, Court of Social Proceedings, on April 28, 2016.

  This court decision was filed in response to a lawsuit initiated by Masa Galicia S.A. ("Masa Galicia") against the National Institute of Social Security, General Treasury of Social Security, Comsa, Joama S.L., Admon Concursal Joama S.L., and an individual named Mr. Nazario. According to the available court record, Nazario was formerly employed at Masa Galicia, where he suffered a "serious" accident in February 2010. Following an inspection and analysis of the incident, Masa Galicia, Comsa and a Joama affiliate were found responsible. Comsa and the two other defendants appealed the decision, which was overturned and dismissed.

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[139] "Comsa Emte to launch downsizing plan for 298 employees," *Expansion*, June 29, 2012.

[140] "Comsa prevé rescindir 132 contratos temporales vinculados a obras que acaban este año y en 2013," *Europa Press*, July 9, 2012.

[141] "Comsa prepara un nuevo ERE para despedir a 141 personas," *El Pais*, March 19, 2013.

[142] Ibid.

[143] "El negocio exterior salva a las constructoras españolas," *La Gaceta*, August 20, 2013.

[144] "Las dificultades de llevar la obra más allá de los Pirineos," *Expansion*, May 13, 2014.

[145] "Vientos de cambio en Iberia FCC y Comsa Emte desinvierten FCC y Comsa Emte," *Expansion*, September 27, 2013.

[146] In Spain, court documents are not a matter of public record and privacy regulations protect individuals' judicial records. This limits Kroll's ability to find information such as an individual or company's criminal record or history, or the current status of litigation. These databases contain a large, although not exhaustive, amount of judgment rulings.

[147] The majority of records named the company as a party to litigation, while some records named the company in the text of a document.

The court record indicates the employer was ordered to pay certain fees in damages to the plaintiff, which Masa Galicia appealed, and won. Following this decision, Nazario filed an appeal, which the court ruled against in April 2016.

- *No. ATS 3365/2016*, filed in the Supreme Tribunal of Madrid, Court of Social Proceedings, on April 5, 2016.

  This court decision was filed in response to a lawsuit brought by an individual named Mr. Melchor against the National Institute of Social Security, General Treasury of Social Security, Construcciones Auid S.L. and Comsa. According to the available document, the lawsuit was filed pursuant to the plaintiff's claims of "permanent disability." The record does not specify the exact claims brought against the defendants.

- *No. STSJ CAT 2408/2016*, filed in the Superior Justice Tribunal, Court of Social Proceedings, on March 14, 2016.

  This decision was filed pursuant to a lawsuit initiated by an individual named Mr. Alfredo against the national Institute of Social Security, Raima 2005 BCN S.L. ("Raima"), Servicios Industriales Y Obras Diaz Manrique S.L ("Servicios Industriales"), Social Security General Treasury, and Edificios Tercat UTE, a joint venture established by Ferrovial Agroman S.A. and Comsa. According to the court document, the lawsuit was filed pursuant to a work accident involving Alfredo in November 2011. The joint venture's involvement in the lawsuit appears to be in relation to a contract for work performed at the site of the accident. The court ruled that Raima and the joint venture were to be held responsible for "lack of safety measures" in the workplace, and were ordered to pay reparations to Alfredo. Raima appealed the decision, which was overturned in March 2016.

- *No. STSJ MU 497/2016*, filed in the Superior Justice Tribunal of Murcia, Social Court, on March 2, 2016.

  This decision was filed in response to a lawsuit initiated by 12 employees of Terra Plicaciones de Pintura y Señalización Vial S.L. ("Terra"), a road signalling company, against their employer and several other contractor companies, including Comsa, for EUR 143,871.52 in salaries owed. According to the decision, Terra appealed the court's ruling, which stated that the company was required to pay the plaintiffs' salaries and other fees in amounts ranging from approximately EUR 4,500 to EUR 18,000 per individual. Comsa and other co-defendants were dismissed from the case.

  In March 2016, the court ruled in favor of the lower court's decision, and ordered the workers' employer, Terra, to pay an additional 10 percent to each plaintiff.

- *No. STSJ M 3034/2016*, filed in the Superior Justice Tribunal of Madrid, Social Court, on February 29, 2016.

  This decision was filed in response to a lawsuit brought by three former Comsa employees against the company and several other contractor companies for which the plaintiffs were employed as temporary workers/subcontractors. As stated in the judgment record, the three plaintiffs were terminated from their employment in February 2014, pursuant to the "end of the maintenance contract" for which the workers had been hired. The court ruled in favor of the plaintiffs, and ordered Comsa to immediately re-hire all three individuals under the same employment contract conditions. Comsa was also ordered to pay each plaintiff a fee for damages, ranging between approximately EUR 2,700 and EUR 5,300. Comsa appealed the decision, which was granted by the court in February 2016.

5.3.2 Regulatory Actions and Compliance Databases

Kroll searched databases of sanctions, enforcement proceedings, and press releases of various regulatory agencies, including the National Securities Market Commission and the Ministry of Finance and Public Administration. Additionally, Kroll searched databases that compile sanctions

lists / watchlists of companies and individuals involved in improper or illegal business practices, such as money laundering, terrorism financing, corruption, or fraud. No such records naming Comsa were identified; however, Kroll identified references to a contractual dispute involving Comsa and the Ministry of Finance and Public Administration. According to the available judgment record, the dispute centered around the adjudication of a public works contract.

6. CAF USA

6.1 Research in Spain

6.1.1 Identification

Construcciones y Auxiliar de Ferrocarriles S.A. is a company that manufactures railway vehicles and equipment. The company is based in Beasain, Guipúzcoa, which is part of the Basque Country. In addition to the company's headquarters in Beasain, which is also home to CAF's main production plant, the company has established production facilities in France, Mexico, Brazil and the U.S.[148] The CAF group of entities includes dozens of companies which, according to CAF's 2015 Annual Report, operate within the following sectors: Industrial, Technology, Services, and Construction.[149]

The company offers "comprehensive global rail solutions" which, in addition to the supply of trains, include concessions for viability studies, civil work, electrification, signaling, maintenance, and system operation.[150] According to a shareholder and investor presentation published in March 2016, the company operates in over 40 countries and across five continents.[151] The company's revenue is listed as EUR 1.3 billion, EBITDA/Margin as EUR 166 million/12.9 percent, and its international revenue as 80 percent of overall revenue.[152] Some of the company's most significant contracts in 2015 included:

- 75 coaches for Caledonian (Serco) – EUR 200 million
- 20 metro trains for Medellin – EUR 90 million
- 8 high speed trains for Oslo – EUR 120 million
- ERTMS signaling for ADIF – EUR 12o million
- Trams for Luxembourg, St. Etienne and Utrecht – EUR 180 million

Records maintained by Spain's National Securities Market Commission ("CNMV") contain the following details regarding CAF:

- Name: Construcciones y Auxiliar de Ferrocarriles, S.A.
- CIF: A20001020
- Registered Address: Jose Miguel Iturrioz 26, 20200, Beasain (Guipuzcoa)
- Activities: Design, construction, maintenance and administration of industrial railway material
- Admitted Capital: EUR 10,318,505.75

The following financial information for the company was reported in its 2015 shareholder and investor presentation (in millions of Euros):[153]

P&L / Balance Sheet	2014	2015
Revenue % growth	1,447	1,284 11.3%
EBITDA % margin	146 10.1%	166 12.9%

[148] http://www.cafusa.com/en/compania/instalaciones.php

[149] A complete list of CAF subsidiaries can be provided at the client's request.

[150] http://www.caf.net/en/compania/index.php

[151] http://www.caf.net/upload/accionista/CAF%20investor%20presentation.pdf

[152] Ibid.

[153] Ibid.

P&L / Balance Sheet	2014	2015
EBIT	115	127
% margin	7.9%	9.9%
Net Income	62	43
% margin	4.3%	3.3%
Total Assets	2,963	2,874
Liabilities & Equity		
Total Equity	749	715
Non Current Liabilities	984	962
Current Liabilities	1,230	1,197
Total Equity & Liabilities	2,963	2,874

The company's website reports CAF's stock market listing as follows:

	2014	2013	2012	2011	2010
Stock market capitalization					
Figures as of December 31	1,036,478,476	1,317,409,223	1,196,398,175	1,319,808,875	1,336,949,250
Per-share data					
Net earnings per share	17.41	26.31	29.01	42.64	37.81
Dividend per share	5.25	10.50	10.50	10.50	10.50
Per-share net book value	214.75	209.77	204.75	193.97	164.41
Stock market ratios					
PER	18.53	12.53	12.08	9.02	10.07
Average price/EBITDA (*)	7.55	5.07	7.15	5.76	6.46
M/B (average price/book value)	1.50	1.57	1.85	1.98	2.32
Dividend yield	1.62%	2.15	2.77%	2.73%	2.78%
Payout	30.16%	39.91%	36.19%	24.62%	27.77%

(*) The figures for 2010 were adjusted [illegible] the operations classified as discontinued in 2011

6.1.1.1 *Ownership and Corporate Structure*

As of June 2016, the company's Board of Directors included the following individuals, according to CAF's website:[154]

- Andres Arizkorreta Garcia – CEO
- Marta Baztarrica Lizarbe – Executive Secretary
- Juan Jose Arrieta Sudupe – Coordinating Director/Independent Director
- Javier Martinez Ojinaga – Independent Director
- Xabier Garaialde Maiztegui – Independent Director
- Carmen Allo Perez – Independent Director
- Jose Antoni Mutiloa – Majority Shareholder
- Alejandro Legarda Zaragueta – Officer/Other
- Luis Miguel Arkonada Echarri – Officer/Other

As of December 31, 2015, the company's primary shareholders include:[155]

Shareholder	Direct voting rights	Indirect voting rights	% of voting rights
Templeton Investment Counsel, LLC	0	103,888	3.03%
Cartera Social S.A.	892,780	0	26.04%
Invesco Limited	0	35,007	1.02%
Kutxabank, S.A.	653,256	0	19.06%
Bestinver Gestion S.A., S.G.I.I.C.	0	105,759	3.09%

[154] http://www.caf.net/en/accionistas-inversores/gobierno-corporativo/consejo-administracion.php

[155] Construcciones y Auxiliar de Ferrocarriles, S.A. 2015 Annual Report filed with the CNMV.

Indirect Shareholder	Through: Direct Shareholder	Number of voting rights
Templeton Investment Counsel, LLC	Sociedades del Grupo	103,888
Invesco Limited	Sociedades del Grupo	35,007
Bestinver Gestion S.A., S.G.I.I.C.	Bestinver Pensiones EGPF, S.A.	105,759

6.1.2 Media Profile

Kroll conducted Spanish-language media research for news articles, press releases and reports involving Comsa and identified thousands of media references to the company, primarily news articles relating to the company's adjudication of contracts in Spain and overseas as well as certain legal disputes. Given the large volume of information pertaining to the company, Kroll's research was narrowed using the company's name and adverse keywords in both English and Spanish. The following significant milestones in CAF's history and recent disputes involving the company were identified:

Environmental Hazard in Beasain Factory

After charging CAF's Beasain, Spain factory with violating environmental regulations, an investigation found that the company took over a decade to install a smoke filtration system at the factory, which was finally installed in 2000. Metered readings in year since the filtration system's installation exceeded legal limits.[156] According to news sources, the investigation began in 1999, after then-Mayor of the neighboring municipality of Ordizia, Juan Vicente Erauskin, filed a complaint against the company for the possible emission of hazardous smoke.[157]

Kroll identified a news article from January 2002 reporting that the prosecutor of Guipuzcoa, Spain sought to file charges against Andres Arizcorreta, Director of CAF – Beasain; Jon Jauregi, Mayor of Guipuzcoa; and, Thomas Epalza, Director of Environmental Quality of the Basque Country in regard to environmental misconduct at the CAF factory [158] The three allegedly violated environmental laws in the handling and emission of pollutants from the rail company's Beasain factory.[159]

Former Employees Die from Asbestos-related Illnesses

Several news articles reported upon the deaths of CAF's Spanish employees, many who died from complications resulting from asbestos exposure. In July 2010, various news sources reported on the 29th asbestos-related death of a former CAF employee.[160] Kroll identified more than one report of CAF paying compensation and damages to former employees poisoned in their tenure at the factory – for instance, in February 2014, a San Sebastian judge ordered that CAF pay the widow and children of a worker EUR 410,000 in compensation and damages.[161][162]

Romanian Bribery Allegations

After Metrorex, owner of the Bucharest Metro system, awarded a bid to CAF to replace the cars, the Anti-Corruption Office of Romania investigated three executives of Metrorex who were suspected of accepting bribes from CAF. The prosecutor's office released a statement stating they suspected some members of the evaluation committee accepted offers from the company that

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[156] "CAF tardo mas de diez anos en instalar un sistema de depuracion de humos en su aceria", *El Pais- Bilbao*, June 9, 2001

[157] "La Fiscalía solicita el archivo de la causa abierta contra la empresa CAF por delito ecológico," *El Pais*, January 28, 2002.

[158] "La Fiscalia solicita el archive de la causa abierta contra la empresa CAF por delito ecologico", *El Pais- Bilbao*, January 28, 2002

[159] *Ibid*

[160] "CCOO denuncia una nueva muerte por amianto", *El Periodico,* July 27, 2010

[161] "CAF indemnizara con 72.00 euros a los familias de una victima del amianto", *El Diario Vasco Online*, April 22 2016

[162] "CAF deberá abonar 410.00 euros por una muerte por amianto", *El País*, February 26 2014.

resulted in CAF's winning the bid.[163] When the train cars arrived, they were too wide for the system and the platforms had to be widened.[164]

CAF Ordered to Pay Fesur EUR 10.6 million for Production Delay

In June 2016, the Spanish Supreme Court ordered CAF to pay EUR 10.6 million to Ferrocarriles del Suroeste ("Fesur"), a private Spanish rail company which had contracted CAF for the production of railcars.[165] Citing CAF's 10-month delay on the EUR 30.5 million project, Fesur terminated the contract and sued for damages in 2010. The 2016 settlement was a result of this suit.[166]

Other Incidents/Disputes

A news article from April 2010 reported upon a strike at CAF's factory in Beasain, Spain. The workers struck against the decision to not renew contracts for 40 to 60 workers.[167][168] Shortly thereafter, in November 2010, CAF was accused of subcontracting projects traditionally managed by company employees, while terminating contracts of temporary workers.[169]

In September 2010, news sources reported that a group of former Venezuelan government officials "denounced the corruption in the Spanish concession project awarded by President Hugo Chavez, valued at USD 1.863 million, for the rehabilitation of the Caracas Subway."[170] The concession group included CAF, Dimetronic, Cobra, and Servicios Internacionales y Constructora Hispanica.[171] According to one article, the project had still not begun, but was already "on the verge of collapse."[172] The group stated they would demand that the Venezuelan and Spanish governments investigate the matter, particularly, the lack of due diligence in the adjudication process, since Chavez reportedly "directly approved" the contract with the concession group.[173]

6.1.3 Adverse Public Records

6.1.3.1 *Litigation*

Kroll conducted searches of judgment records on file with the Supreme Court, the National Audiences, the Provincial Audiences, and the Superior Courts of Spain.[174] Over 220 judgment records naming the company were identified.[175] A large number of these cases concerned labor disputes and workers' compensation claims, as well as breach of contract claims.

The following includes a sample of judgment rulings filed within the last year in which CAF was a defendant in the original dispute:

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[163] "CAF muestra su Fortaleza en la cartera de pedidos" *El Economista*, March 8, 2015.

[164] "Union leader: New Metro trains are too wide for the Bucharest system, platforms need some carving", *Romania Insider*, May 1, 2014.

[165] CAF condenada a pagar a Fesur 10 millones por demora en plazos", *El Economista*, June 1 2016.

[166] *Ibid*

[167] "Trabajadores de CAF Beasain realizarán paros desde el martes contra los despidos de eventuales", *Europa Press*, April 25, 2010

[168] "CCOO denuncia tres nuevas muertes por el amianto en la explantilla de CAF", *Europa Press*, April 29, 2008

[169] "El Comité de la planta de CAF critica que la empresa subcontrate trabajos y rescinda eventuales," *Europa Press*, November 25, 2010.

[170] "La corrupción pone al borde del colapso al metro de Caracas," *ABC*, September 4, 2010.

[171] "Denuncian "irregularidades" en la atribución de las obras del Metro de Caracas a un consorcio español," *Europa Press*, September 4, 2010.

[172] "La corrupción pone al borde del colapso al metro de Caracas," *ABC*, September 4, 2010.

[173] Ibid.

[174] In Spain, court documents are not a matter of public record and privacy regulations protect individuals' judicial records. This limits Kroll's ability to find information such as an individual or company's criminal record or history, or the current status of litigation. These databases contain a large, although not exhaustive, amount of judgment rulings.

[175] The majority of records named the company as a party to litigation, while some records named the company in the text of the document.

- *No. STS 2292/2016*, filed in the Supreme Tribunal of Madrid, Court of Social Proceedings, on May 25, 2016.

  As described in the Media Profile section of this report, this court decision was filed in response to a lawsuit initiated by Ferrocarriles del Suroeste S.A. ("FESUR") against CAF for a "serious breach of contract." According to the available court record, FESUR and CAF signed a contract for the supply of railway cars. CAF allegedly failed to provide the cars within the time limits described in the contract; as a result, FESUR sued CAF claiming damages worth several million Euros.

  In an answer to the complaint, CAF alleged that FESUR, too, had failed to comply with certain contractual obligations, such as the "approval of the fire hazard and security study." In November 2012, the court ruled that CAF had "gravely and persistently" failed to comply by the terms of the contract with FESUR. Following several answers and appeals, in May 2016, the court issued a final ruling in the case, ordering CAF to repay FESUR for damages in excess of EUR 10 million. At the time, various Spanish news sources reported on the ruling.[176][177]

- *No. ATS 9299/2015*, filed in the Supreme Tribunal of Madrid, Court of Social Proceedings, on November 10, 2015.

  According to the available judgment record, three individuals – Messrs. Doroteo, Modesta, and Antonia – filed a lawsuit against CAF disputing the amount of a payment allegedly owed to the plaintiffs by the company. The decision indicates that CAF was ordered to pay the plaintiffs EUR 339,777.41 plus interest in response to their claims, which were not specified in the available judgment record. However, the document seems to indicate that the complaint was filed pursuant to the death of a CAF employee as a result of asbestos exposure; the employee was likely a family member of the three plaintiffs, according to available information.

- *No. STSJ PV 4062/2015*, filed in the Superior Justice Tribunal of Bilbao, Court of Social Proceedings, on November 10, 2015.

  This judgment record was filed as part of a lawsuit initiated by an individual named Andrea against CAF, the National Institute of Social Security, General Treasury of Social Security, Mutualia-Mutua de Accidentes de Trabajo, and the Social Security Office for Workplace Injuries. According to the available document, Andrea, a CAF employee, was injured while cleaning a CAF facility. The workplace insurance company, Mutualia, was ordered to pay Andrea a monthly base salary, while all other co-defendants were dismissed. Mutualia and CAF both filed an appeal; as such, it remains unclear based on available information whether CAF was also accused of any wrongdoing and ordered to pay for damages. In November 2015, the court ruled against CAF and Mutualia's appeal, and each was additionally ordered to pay EUR 600 in costs and fees.

- *No. ATS 9872/2015*, filed in the Supreme Tribunal of Madrid, Court of Social Proceedings, on November 2, 2015.

  According to the judgment record, in March 2013, the Confederacion Sindical Ela and approximately 30 employees of One Servicios Industriales, S.L. ("One") filed a civil suit against CAF, One, and several other entities, claiming that their "right to demonstrate was compromised" at CAF facilities, and demanded from the defendants payment for damages. A judgment was issued against the defendants, the terms of which were not specified in the available court record. In response, CAF, One, and one other co-defendant, GMSM Medio Ambiente S.A., filed an appeal, which was both denied and approved in part by the court. Details regarding the claims brought by the plaintiffs were not disclosed.

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[176] http://www.europapress.es/economia/noticia-caf-debe-pagar-106-millones-firma-ferroviaria-privada-retrasos-entregar-locomotoras-20160531132620.html

[177] http://www.noticiasdegipuzkoa.com/2016/06/01/economia/el-supremo-condena-a-caf-a-pagar-a-fesur-10-millones-por-retrasos-en-pedidos

- *No. STSJ PV 2221/2015*, filed in the Superior Justice Tribunal of Bilbao, Court of Social Proceedings, on June 16, 2015.

  Available records indicate this judgment was filed pursuant to a civil suit brought by an individual named Leovigildo against CAF, the National Institute of Social Security, the General Treasury of Social Security, and Mutua de Accidentes de Trabajo ("Mutualia"). Leovigildo, a CAF employee, suffered a head injury in July 2012 while working at a CAF facility. The workplace insurance company, Mutualia, was ordered to pay the plaintiff monthly payments as damages for his injury. According to the judgment record, all other co-defendants were dismissed. Mutualia appealed the decision, which was overturned by the court in July 2015.

6.1.3.2 *Regulatory Actions and Compliance Databases*

Kroll searched databases of sanctions, enforcement proceedings, and press releases of various regulatory agencies, including the National Securities Market Commission and the Ministry of Finance and Public Administration. Additionally, Kroll searched databases that compile sanctions lists / watchlists of companies and individuals involved in improper or illegal business practices, such as money laundering, terrorism financing, corruption, or fraud. No such records naming CAF were identified.[178]

6.2 **Research in the U.S.**

6.2.1 Identification

CAF USA, Inc. is the American subsidiary of Construcciones y Auxiliar de Ferrocarriles S.A. The firm's corporate headquarters are located in Washington D.C. and the firm has a factory in Elmira, New York. According to the firm's website, CAF USA was incorporated in 1998 in Delaware to establish CAF's North American operations on a permanent basis.[179]

The company's site explains that CAF USA began manufacturing carshells at the facility in Elmira, New York as a strategic decision to increase domestic manufacturing, create additional United States jobs, and consolidate its presence in the US rail market.[180] The site states the firm has contracts with Amtrak along with the cities of Houston, Cincinnati, and Kansas City, including others.[181]

6.2.2 Adverse Public Records

6.2.2.1 *Litigation*

Kroll conducted searches for adverse public records (e.g. civil litigation, criminal records, tax liens and lawsuit judgments) in national and state databases along with targeted online and onsite research in relevant jurisdictions. Kroll's research included searches of federal and state cases, uniform commercial code filings, federal agency decisions, Department of Labor decisions, SEC filings, Department of Labor and OSHA violations, a review of federal contracts, grants, awards, and other variations of federal spending.

Kroll identified the following civil cases naming CAF USA as a party:

- *Brookville Equipment Corp., Plaintiff-Appellant, and the Cincinnati Enquirer, Intervenor-Appellee, and* ***CAF USA, Inc****., Intervenor, vs. City of Cincinnati, Defendant*, Appeal No. C-120434, filed in the Court of Appeals of Ohio, First Appellate District, Hamilton County, judgment entry on appeal entered on August 15, 2012.

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[178] Kroll's research was conducted using the parent company's name, "Construcciones y Auxiliar de Ferrocarriles."

[179] http://www.cafusa.com/en/compania/historia.php

[180] *Ibid*

[181] *Ibid*

This case occurred as a result of the *Cincinnati Enquirer's* attempt to review proposals received by the City of Cincinnati ("the City") for a streetcar system. In response to the *Cincinnati Enquirer's* request, the City gave Brookville Equipment Corp., a streetcar manufacturer, the opportunity to remove trade-secret information from their proposals. Following the *Cincinnati Enquirer's* receipt of the redacted proposals, the newspaper requested "unredacted versions of the bid records." After the city informed Brookville Equipment Corp. of the City's intention to release the unredacted proposals, Brookville filed a verified complaint in the Hamilton County Court of Common Pleas requesting a declaratory judgment that its unredacted proposals contained trade-secret information and that the City could not disclose this trade-secret information. Another streetcar proposer, United Streetcar, LLC, also filed suit against the City to purportedly protect its trade secrets, which was later consolidated with Brookville's action.

CAF USA, the subject of this investigation, and another firm which had answered the City's request for proposal, filed a motion to intervene and also requested injunction relief prohibiting disclosure of its trade secrets until the City awarded a final contract. United Streetcar LLC, and CAF USA reached agreements with the *Enquirer* regarding their proposals and were dropped from the litigation.

- *Equity Residential Management, LLC v.* ***CAF USA,*** No. 2011-LTB-000762, filed in the District of Columbia Superior Court on January 13, 2011.

  This case is currently closed and has a disposition date of February 7, 2011. Official court records categorize the case type as "Landlord & Tenant Branch." Based upon available records, it appears that CAF USA was one of multiple tenants being sued for non-payment of rent. According to a docket entry dated February 7, 2011, the case was "dismissed by Plaintiff pursuant to bulk filing of fax or printed email." The docket indicates this case was related to another case, No. 2011 LTB 759, which was between Equity Residential Management, LLC, Plaintiff, and Kemet and Associates, LLC. Defendant.

- *Equity Residential Management, LLC v.* ***CAF USA,*** No. 2011-LTB-022563, filed in the District of Columbia Superior Court on August 18, 2011.

  This case is currently closed and has a disposition date of September 12, 2011. Official court records categorize the case type as "Landlord & Tenant Branch." Based upon available records, it appears that CAF USA was one of multiple tenants being sued for non-payment of rent. The docket indicates the case was dismissed on September 12, 2011, and states "Dismissed by plaintiff pursuant to bulk filing of fax or printed email." The online docket does not provide other information about the nature of proceedings of the case.

- *Tower Building LLC v.* ***CAF USA, Inc.*** No. 2002-LTB-004956, filed in the District of Columbia Superior Court on February 6, 2002.

  This case is currently closed. The case docket lists a disposition date of February 28, 2005. According to the online docket, the case type is listed as "Landlord & Tenant Branch." The online docket does not provide additional information about the case. This case has been purged, and no documentation is available onsite or online.

- *Yu, Li Juan v. Wash Metro Area Transit Auth, et al (incl.* ***CAF USA****).* No. 2003 CA 003353 B, filed in the District of Columbia Superior Court on April 25, 2003

  Documents for this case are currently in storage and can be retrieved at client request. Retrieval from storage takes approximately 2-3 weeks. The docket indicates that stipulations of dismissals were filed on June 29, 2005 by all parties. The case was dismissed with prejudice on June 29, 2005. Further information requires case retrieval.

- *Transit Care Inc. v.* ***CAF USA Inc.*** No 2:03-cv-06260-PA-AJW, filed in the Central District of California (Western Division – Los Angeles) on September 2, 2003.

  According to the complaint, filed on September 2, 2003, Transit Care Inc. is the owner of US Patent No. 5,242,207, entitled "Window Protector," issued on September 7, 1993. The complaint states that Defendant CAF USA has been and "still is infringing the '207 Patent' by making, using, selling, offering for sale, or importing into the United States window protection products within the scope of the claims of the '207 Patent." On October 23, 2003, CAF USA filed an Answer to Complaint and Counterclaim; on November 17, 2003, Transit Care filed a Reply to Counterclaim, and after settlement discussions, both parties agreed to dismiss, without prejudice, their respective claims and counterclaims. The case was dismissed without prejudice on May 12, 2004.

- *Penssack Co. Inc. vs.* ***CAF USA, Inc.*** No CC00009813/EL, filed in the Elmira City Court on January 18, 2013.

  According to a document sent from the Elmira City Court to CAF USA, Penssack Co. Inc. ("Penssack") asked judgment in the court against CAF USA for $2,673.3 for "Monies Due." The letter notes that it was in regard to "16 pcs of PN E322723001 REVA and 8 pcs of PN E32272101, mailed to the Elmira Heights Addresses." The letter indicates Penssack had requested payment for 16 months without success. A notice of settlement was filed on February 13, 2013 and the case was withdrawn. Onsite research was performed in the Elmira City Court and no docket or other information is available.

6.2.2.2 *Bankruptcies, Liens & Judgments*

Kroll searched for bankruptcies filed by CAF USA and searched for any tax liens or lawsuit judgments against the company. Kroll identified three state tax liens in the state of New York which named CAF USA as a debtor.

Debtor:	**CAF USA INC.**
Creditor:	NYS Tax Commission
Date:	July 2, 2004
Filing Type:	State Tax Lien
Filing Location:	New York
Amount:	$7,454
Status:	Released on June 23, 2005

Debtor:	**CAF USA**
Debtor 2:	JW of New York Inc.
Creditor:	NYS Tax Commission
Date:	August 12, 1992
Filing Type:	State Tax Lien
Filing Location:	New York
Amount:	$9,742
Status:	Released on August 28, 2003

Debtor:	**CAF USA**
Debtor 2:	JW of New York Inc.
Creditor:	NYS Tax Commission
Date:	June 18, 1992
Filing Type:	State Tax Lien
Filing Location:	New York
Amount:	$44,717
Status:	Released on August 28, 2003

6.2.2.3 *Regulatory Actions and Compliance Databases*

Kroll searched regulatory and compliance databases for any enforcement actions or violations involving CAF USA. Searches included research of terrorist "watch" lists to which Kroll has access, financial regulatory agencies, and other compliance sources (include other searches here). Database research used to obtain this information included a search of international and national organizations, including but not limited to, Financial Conduct Authority, OFAC, Interpol, as well as national and international media sources.

Kroll identified 6 OSHA inspections of CAF USA's location in Elmira, New York resulting in a total of 18 violations. They are summarized in the table below and arranged descending by date. Several violations had more than one instance. Citation details are provided as they appear in the citation and the violation type and penalty are included.

Violation Date	Citation	Violation Type	Initial Penalty (Penalty after Informal Settlement, if available)
02/18/2014	Guarding floor and wall openings and holes	Serious	$3,000 ($1,950 on 03/05/2014)
02/18/2014	General requirements	Serious	$5,000 ($3,250 on 03/05/2014)
02/18/2014	Selection and use of work practices	Serious	$7,000 ($4,550 on 03/05/2014)
02/18/2014	The control of hazardous energy (lockout/tagout)	Other	Not Listed
11/23/2012	Guarding floor and wall openings and holes	Serious	$2,700 ($2,700 on 12/14/2012)
11/23/2012	The control of hazardous energy (lockout/tagout)	Serious	$3,600 ($3,600 on 12/14/2012)
11/23/2012	Woodworking machinery requirements	Other	$3,600 (Not Listed)
11/23/2012	Abrasive wheel machinery	Serious	$2,700 ($2,700 on 12/14/2012)
11/23/2012	Abrasive wheel machinery	Serious	Not Listed
11/23/2012	Portable fire extinguishers	Serious	$2,700 ($2,700 on 12/14/2012)
11/23/2012	Bloodborne pathogens	Other	$2,700 (Not Listed)
06/20/2007	Flammable and combustible liquids	Serious	$1,125 ($731.25 on 06/25/2007)
06/20/2007	Spray finishing using flammable and combustible materials	Serious	$1,125 ($731.25 on 07/16/2007)
06/20/2007	Spray finishing using flammable and combustible materials	Serious	Not Listed
06/20/2007	Respiratory Protection	Serious	$1,125 ($731.25 on 07/23/2007)
06/20/2007	Respiratory Protection	Serious	Not Listed
06/20/2007	The control of hazardous energy (lockout/tagout)	Serious	$1,125 ($731.25 on 08/23/2007)
06/20/2007	Powered industrial trucks	Serious	$1,125 ($731.25 on 07/23/2007)
06/20/2007	Powered industrial trucks	Serious	Not listed
06/20/2007	General requirements for all machines	Serious	$900 ($585.00 on 07/23/2007)
06/25/2007	Wiring methods, components, and equipment for general use	Serious	$1,125 ($731.25 on 06/25/2007)
06/20/2007	Powered industrial trucks	Other	Not Listed
02/07/2007	Occupation noise exposure	Serious	$1,925
02/07/2007	Occupation noise exposure	Serious	Not listed

Kroll also identified a violation of the Federal Transit Administration's ("FTA") "Buy America" rules which occurred when the Houston Metro and CAF entered a contract regarding Light Rail Vehicles for the city's Metro system. On April 23, 2010, the Federal Transit Administration initiated an investigation to determine whether Houston Metro complied with the FTA Buy America and procurement rules when it entered into contracts with CAF to purchase Light Rail Vehicles for several federally-funded projects.[182] After a four-month investigation, the FTA found "three substantial violations of FTA's Buy America and procurement rules."[183] CAF was specifically found at fault when "CAF signed submitted a Certificate of Compliance to Houston METRO despite its stated intention and plan to produce two LRVs in Spain."[184] Houston Metro, too, failed to properly evaluate the proposers' ability to buy America, but the FTA report determined "CAF and METRO together developed and executed a means for circumventing the Buy America requirements by entering into a separate, locally funded, sole-source contract for two LRVs after FTA denied a request for a public interest waiver for the same."[185] The entire contract was cancelled and had to be renegotiated to conform to the existing rules.

Then, in 2013, the Houston Metro and CAF engaged in a dispute over timely delivery of the 39 light rail cars included in the contract.[186] In 2015, Metro CEO alleged breach of contract when it became clear that Metro's lifts, which raise the trains for mechanical work, are unable to raise CAF's trains.[187] Kroll also identified an article from December 2015 reporting on a wheel problem which affected 14 of the city's newest railcars, all produced by CAF USA.[188] The article cites that "other CAF contracts in the U.S. have also experienced problems, famously the company's agreement with the Washington Metropolitan Area Transit Authority."[189]

6.2.2.4 *Press Reports and Internet*

Kroll identified a robust media history for CAF USA. The firm has been the subject of many media articles, the majority of which report upon their manufacture of railcars and the creation of contracts with various American municipalities. Kroll did, however, identify several media articles reporting upon a derailment involving one of CAF USA's cars in Washington D.C., in which the company was not evaluated as at fault, and numerous articles reporting upon delays of their streetcar delivery, most recently to the city of Cincinnati. Kroll also identified articles reporting upon the Washington D.C. Metro's purchase of 192 vehicles and the major subsequent problems the city had with the cars and maintenance.

Washington D.C. Metro Problems with CAF USA Railcars

Transit officials in the nation's capital reported numerous problems with the 192 railcars they purchased from CAF between 2001 and 2004 for USD 343 million."[190] Kroll's research into the Washington Metro's purchase of cars in the early 2000s from CAF identified a history of major problems with the railcars. A spokeswoman for Local 689 of the Amalgamated Transit Union, Metro's largest employee union, representing 8,000 employees, was quoted as saying: "Those cars have been a headache from Day One," in an article in the *Washington Post*.[191] The *Washington Post* report states that "The new CAF cars suffer major mechanical problems almost as often as Metro's oldest rail cars, which were built in the 1970s. In fact, they travelled an average of only 319 miles farther – or 7 percent – before needing major repairs, an analysis of 12 months of Metro statistics shows."[192]

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[182] https://www.transit.dot.gov/regulations-and-guidance/buy-america/caf-houston-metro-october-01-2010

[183] *Ibid*

[184] *Ibid*

[185] *Ibid*

[186] "Metro hassles with rail-car builder continue", *The Houston Chronicle*, August 18, 2015

[187] *Ibid*

[188] "Wheel problem prompts Metro to park 14 railcars", *Houston Chronicle*, December 17, 2015

[189] *Ibid*

[190] *Ibid*

[191] "Efforts to Repair Aging System Compound Metro's Problems", *The Washington Post*, June 5, 2005

[192] *Ibid*

The same article also reports that four CAF trains derailed in less than 18 months.[193] The article, which serves as an exposé, also notes that CAF neglected to provide the Metro with technical documentation proving parts were installed properly and some records were provided only in Spanish.[194] The article notes that the railcars had faulty software, some wouldn't accelerate, others had faulty air conditioning, and some had doors which would not properly close.[195] In January 2002, a 58-year old woman got her arm caught in a door and was dragged along a platform because of a faulty door circuit in a CAF car; the investigation found that the circuit was poorly soldered at the factory.[196]

Other issues included a fire erupting in a car in March 2002, and once identified, the problem was found on 33 other CAF cars, despite prior inspections.[197] The article highlights numerous other problems with CAF USA, including repeated issues with cars that resulted from poor inspection and oversight.

CAF Wins Pittsburgh Contract, Issues with Washington D.C. Cars Continue

Kroll identified an article from May 2006 published in the *Pittsburgh Post-Gazette* reporting upon the Pittsburgh Port Authority's plan to spend USD 46 million with CAF USA to rebuild some of its vintage light rail cars.[198]

Kroll also identified an article from January 2007, published by the *Associated Press* which reported that a Metro subway car that derailed near downtown Washington D.C. were manufactured by CAF USA.[199] The article reported that the type of car in the derailment was "the same type involved in four previous Metro derailments since 2003."[200] Virginia Verdeja, Vice President of sales for CAF USA at the time, stated in regard to the derailments that "those were investigated and the cars were fine. There's nothing wrong with the cars."[201] With the exception of the primary derailment which was the subject of the article in which 20 people were injured, all other derailments occurred as trains were heading into rail yards or on their way to begin service.

Kroll also identified a media article from March 2009 which reported upon the Washington D.C. Metro's contract for 29 cars from CAF USA included in a USD 632 million contract.[202] Another article from July 2010 reported upon CAF USA's award of a contract from Amtrak to build 130 rail cars over five years for USD 298 million.[203]

CAF enters contracts with Boston, Kansas City, and Cincinnati; Cincinnati Project Experiences Major Delays

Kroll identified media articles from 2014 and 2015 regarding street and railcar projects in Boston, and Kansas City.[204][205] However, and more recently, most media has focused on CAF USA's role in the construction and delivery of the carriages for the city of Cincinnati's Streetcar system, scheduled to launch in September 2016.[206][207] Despite a delay in the cars' delivery, the system is

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[193] *Ibid*

[194] *Ibid*

[195] *Ibid*

[196] *Ibid*

[197] *Ibid*

[198] "15 More Light-Rail Cars to Get Overhaul", *Pittsburgh Post-Gazette*, May 30, 2006

[199] "Subway cars under scrutiny after Metro derailment", *The Associated Press Tate & Local Wire*, January 9, 2007

[200] *Ibid*

[201] *Ibid*

[202] "Metro approves Historic Contract to Build More Light Rail/Construction", *US State News*, March 21, 2009

[203] "CAF USA Wins Big Amtrak Contract", *TendersInfo*, July 26, 2010

[204] "CAF USA gets $118 million contract for Boston rail cars", *Tendersinfo*, June 13, 2014

[205] "KC Officials visit streetcar manufacturer in New York", *Kansas City Business Journal*, August 24, 2015

[206] "Cincinnati Streetcar construction nears completion as delivery dates are set", *Cincinnati Business Courier*, September 15, 2015

[207] "Street car delay may mean 'big trouble'", *The Cincinnati Enquirer*, August 5, 2015

still scheduled to launch on time. However, due to the delay, the company was issued a daily fine of USD 1,000 for missing the original delivery deadline.[208][209]

Kroll identified a media article reporting that the city of Cincinnati was collecting damages from CAF USA, and as of February 2016, the amount withheld was USD 300,000, but the total increased each day.[210] Project executive John Deatrick was quoted as saying: "We actually haven't paid CAF since February."[211] An article from May 19, 2016 noted that the City was withholding USD 500,000 from CAF USA due to late delivery.[212]

[208] "Fines start this week for streetcar builder", *The Cincinnati Enquirer*, September 16, 2015

[209] "City raises concern over delayed streetcar deliveries", *Cincinnati Business Courier*, February 17, 2016

[210] "Delivery of last streetcar delayed", *Cincinnati Business Courier*, April 12, 2016

[211] *Ibid*

[212] "Cincinnati withholding $500K from CAF USA", *Star-Gazette*, May 19, 2016

GREATER MIAMI TRAMLINK PARTNERS

Alstom Transport SA

- Numerous bribery allegations and investigations by various foreign regulatory authorities
  - Dec. 22, 2014, pleaded guilty to 2-count criminal information charging violations of the Foreign Corrupt Practices Act (FCPA) for falsifying books/records & failing to maintain internal controls; Alstom paid a criminal penalty of $772 million; Swiss subsidiary also pleaded guilty to violating the anti-bribery provisions of FCPA
  - Implicated in a 2014 corruption investigation of Brazilian stated owned oil company, which resulted in a Brazilian court ordering the freezing of Alstom assets. Alleged that Alstom & G.E. paid bribes to secure contracts. Alstom responded to the article that it was no longer in the energy business, and did not admit or deny the payment of bribes
  - Jan. 2015, 2 of Alstom's U.K. executives were charged by the U.K. Serious Fraud Office (SFO) for using corrupt payments to secure contracts in India, Poland, & Tunisia. Trial began in May 2016
  - March 2016, reported that Alstom's U.K. & Ireland director was found guilty of corruption linked to the Budapest metro construction project
  - June 2016, SFO charged 3 high level Alstom executives with corruption from 2000 to 2008 in connection to the Budapest Metro, 1 of which denies all charges
- More than 295 lawsuits found in a national index of select civil judgments & proceedings in France (comprehensive litigation searches are not available in France)
  - A few matters highlighted by Kroll:
    - 2012, French metropolitan authority sued for damages after defects were discovered in tramway system
    - 2012, administrative court ordered the Bordeaux Metropolitan Authority to pay Alstom for services performed re: tramway system
    - 2006, Marseille Transport Authority sued for damages re: metro system; case decided in Alstom's favor

Alstom Transportation, Inc.

- Since 1990, 19 civil lawsuits naming Alstom Transportation
  - SEC action alleging Alstom intentionally underbid railcar contracts and hid millions of dollars of costs incurred; court approved settlement in favor of the plaintiffs
  - Breach of contract lawsuit filed by Alfredo J. Balsera, d/b/a Balsera Communications, for unpaid fees; case was dismissed pursuant to a joint stipulation by the parties on Nov. 19, 2015
- Sanctions placed on Alstom SA by various authorities based on its role in a global price-rigging cartel; Alstom listed as a "scrutinized company" by California Department of Insurance and Iowa Board of Regents
- Multiple labor issues
  - French Labor Court found Alstom guilty of discriminating against unionized employees by offering them less favorable raises
  - French court sentenced plant manager to prison because an employee died in a work related accident
  - 2015, 100s of employees conducted strikes at 6 French plants demanding raises that were offered to management
- Alstom & its subsidiaries have operated several jurisdictions & with international governments sanctioned by the U.S. Dept. of the Treasury's Office of Foreign Assets Control (OFAC), although no evidence Alstom violated any sanctions. Examples:
  - 2003, contracted with the Sudanese government to build hydroelectric station

- 2013, provides electricity to multiple Middle Eastern countries, including OFAC-sanction Iraq, Yemen, Syria, & Lebanon
- 2013, delivered a turnkey electric power station to OFAC-sanctioned Myanmar
- 2014, by acquiring Alstom's energy companies, GE exposed itself to risks created with the known operations in OFAC- sanction Cuba
- 2014, operations in Ukraine has been subject to partial sanctions related to the Russian annexation of Crimea
- 2016, signed agreements with Iranian government for the construction of multiple tramway & metro projects

- Proposal submission disclosures
  - Greater Miami Tramlink Partners disclosed 1 Alstom Transport SA case from a Paris tribunal
  - Greater Miami Tramlink Partners disclosed 2 civil cases for Alstom Transportation, Inc.

Archer Western Contractors LLC (AW)

- Since 1990, Kroll identified 99 cases naming AW
  - Personal injury lawsuit alleging AW fraudulently misrepresented soil sample results prior to the construction of retaining walls. Case is pending arbitration
- Walsh Group (parent co.) – 2 cases of racial discrimination in hiring practices; one case dismissed & second case settled
- Over 200 state level lawsuits nationwide
  - Kroll listed 44 from the last 3 years that are currently open
- 400 UCC filings naming Archer Western as a debtor, 2 in the last 5 years
- AW /affiliates/joint ventures were the subject of **26 OSHA inspections with violations**
  - June 14, 2007, crew was pouring concrete for the construction of the north bridge over the Bay of Saint Louis when the **bridge collapsed**. 9 employees fell into the bay, 7 were hospitalized for cuts & 1 died of asphyxiation due to drowning
  - March 20, 2007, employee was returning on boat to a bridge under construction when the **boat collided** with the bow of a barge. One employee died from chest injuries, 2 other employees were injured

- Proposal Submission Disclosures
  - Greater Miami Tramlink Partners disclosed 12 cases for Archer Western

InfraRed Capital Partners Limited

- Greater Miami Tramlink Partners did not disclose any litigation matters for InfraRed (Kroll reported no discrepancies, although cases in the UK are generally not available online)

June 22, 2016

Greater Miami Tramlink Partners

Prepared for: Miami Beach – Office of the City Attorney

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1. INTRODUCTION AND METHODOLOGY

The City of Miami Beach – Office of City Attorney ("the client") has retained Kroll to conduct due diligence inquiries of the following entities:

- **Archer Western Contractors LLC** ("AWC") – full scope in the U.S.
- **InfraRed Capital Partners Limited** ("InfraRed") – full scope in U.K. and limited screening inquiries in the U.S.
- **Alstom Transport SA / Alstom Transportation Inc.** ("Alstom") – full scope in France and the U.S.

In the U.S., the objective of the investigation was to identify material legal proceedings, significant business or personal controversies, corporate governance issues, undisclosed business interests or any other issues that might reflect on the subjects' reputation, character or credibility. The investigation included research and analysis of public record sources, including: civil, criminal and bankruptcy filings in federal and state court jurisdictions, as well as selected local jurisdictions where research indicated that the subjects have lived and/or worked; lien, judgment and UCC indices; regulatory filings; business registrations; U.S. Tax Court filings; local, national and trade media sources; and the Internet. Kroll's investigation included online database research in available jurisdictions, as well as targeted onsite field research in jurisdictions known to be affiliated with the subjects.

In U.K., Kroll's research was aimed at identifying adverse findings in materials available in the public domain, including media archives and online press databases; corporate filings available in Companies House; litigation and judgements; bankruptcy and insolvency records; and regulatory filings, including Disqualified Directorship searches, government and financial watch lists, and FCA disciplinary history (where applicable).

In France, the objective of the investigation was to verify the status, business activities / operations, significant litigation, corporate governance issues, undisclosed business interests, exposure to regulatory or other tissues that might reflect on the subjects' reputation or credibility. The investigation included research and analysis of public record sources, including: civil, criminal and bankruptcy filings; regulatory filings; corporate records and business registrations; local, national and industry media sources; and the Internet. Kroll's investigation included online (available) database research in jurisdictions known to be affiliated with the subjects.

Kroll's online searches cover jurisdictions that make their information available to third parties. Certain jurisdictions do not provide their information in this way. Information and periods covered in criminal searches varies from county-to-county and state-to-state. With respect to criminal records, some jurisdictions only provide information on felonies whereas many jurisdictions report convictions only.

Kroll notes that these subject companies are significantly large in size and public profile, many with global operations and multiple subsidiaries. As a result and due to the narrow budget/scope restrictions for this first phase of the investigation, Kroll's searches were conducted on the main bidding entity with additional checks to identify issues with (but not necessarily full summaries of) the parent companies or sibling subsidiaries. While general international media searches were conducted, more focused public records searches were only conducted in the jurisdictions noted above. Further, this first phase relied heavily on readily available media profiles and did not include the retrieval or review of all available primary source materials. Additional research in subsequent phases and as requested by the client can be conducted into any concerns included in this report.

The information contained in this report is based upon a review of publicly-available records. As such, the information presented relies upon the accuracy of those records, which has not been corroborated by Kroll.

2. EXECUTIVE SUMMARY

2.1.1 Archer Western Contractors LLC *(U.S.)*

Archer Western LLC ("Archer Western") is a general contracting, construction management and design-build firm headquartered in Atlanta, Georgia. They are a subsidiary of The Walsh Group, an Illinois based general construction company.

Kroll identified 99 federal lawsuits naming Archer Western as a party, of which Kroll reviewed the eight ongoing cases naming Archer Western as a defendant. All of the cases reviewed were filed in the normal course of business.

Kroll identified over 200 state level lawsuits filed against Archer Western, 44 of which were filed within the last three years and are currently open. Kroll reviewed the most recent four lawsuits, all of which were filed in the normal course of business.

Kroll identified over 80 judgments and liens naming Archer Western, 14 of which were filed within the last five years and named the company as a debtor. Kroll identified over 400 UCC filings naming Archer Western as a debtor, two of which were filed within the last 5 years.

Archer Western or its affiliates and joint ventures were the subject of 26 OSHA inspections which contained violations. Two of these inspections included accident reports detailing on the job fatalities and injuries.

Kroll identified no bankruptcy filings naming Archer Western as a debtor. Kroll identified no securities industry regulatory actions, sanctions watch lists or U.S. Tax Court filings naming Archer Western.

2.1.2 InfraRed Capital Partners Limited *(U.K. / U.S.)*

Research in the U.K. indicates that InfraRed Capital Partners ("InfraRed") began in 1990 as Charterhouse Bank. It initially invested in real estate, expanding into infrastructure in 1997. HSBC acquired the business in 2000. When long-term bank financing began to dry up in the U.K., the firm branched out abroad, into mainland Europe, Australasia and North America. In 2007, the real estate investment business was expanded to Asia. Following a management buyout of 80.1 per cent of the business from HSBC in 2011, the business was rebranded InfraRed Capital Partners. The InfraRed group describes itself as "a leading global investment manager focused on infrastructure and real estate."

In February 2016, various media sources in the U.K. reported on rumors that a dispute had erupted between InfraRed and Global Spectrum Pico, its venue operation partner for Sports Hub Pte Ltd ("Sports Hub") in Singapore. InfraRed and Global Spectrum Pico issued a joint statement denying that termination of the contract had ever been discussed.

Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for InfraRed Capital Partners or the members of the executive team researched for this report. Nor are the subjects mentioned in searchable online litigation databases. There are, however, certain limitations in U.K. litigation records, as noted in the report.

None of InfraRed's executives are included in the Individual Insolvency Register for England and Wales or mentioned in the historical archive of the London Gazette, which publishes bankruptcy notices. Searches of the FCA register show no record of enforcement action against the company or the executives.

Kroll searched for adverse public records, litigation, criminal records, bankruptcy filings, judgments, liens, Uniform Commercial Code filings, media and regulatory actions naming InfraRed Capital Partners Ltd in the United States. Kroll also performed searches of compliance databases that list those suspected of organized crime, drug trafficking, money laundering, terrorist activities or corruption. Kroll identified no adverse records naming InfraRed Capital Partners Ltd in the United States.

2.1.3 **Alstom Transport SA / Alstom Transportation Inc.** ***(U.S. / France)***

Based is Saint-Ouen, France, Alstom Transport SA is a rail freight manufacturing subsidiary of French publicly listed transport conglomerate Alstom SA. Alstom Transport SA is one of the world's largest rail freight manufacturers and rail infrastructure service providers. Alstom Transportation Inc. ("Alstom Transportation") is a New York-based subsidiary of Alstom SA, and operates throughout the U.S.

On December 22, 2014, Alstom SA pleaded guilty to foreign bribery charges under the Foreign Corrupt Practices Act and agreed to pay a criminal penalty of $772 million, described by the U.S. Department of Justice as the largest-ever foreign bribery resolution. Alstom SA, various U.S. and foreign based subsidiaries and executive level employees of these entities paid bribes totalling approximately $75 million to government officials in Indonesia, Saudi Arabia, Egypt, Taiwan and the Bahamas in exchange for approximately $4 billion in projects. In 2015, Alstom recorded approximately $808.73 million in net losses primarily due to this fine and asset impairments related to its operations in Russia.

In January 2015, Alstom Network U.K. and two of its executives were charged by the U.K. Serious Fraud Office ("SFO") of using corrupt payments to secure contracts in India, Poland and Tunisia. In June 2016, the SFO charged three additional Alstom executives with corruption in connection with the supply of trains to the Budapest Metro.

Alstom SA was implicated in the highly publicized corruption investigation, known as Lavo Jato, of Brazilian state owned oil company Petrobras, which commenced on March 17, 2014. In January 2015, Alstom Network U.K. and two of its executives, Robert John Hallett and Graham Denis Hill, were charged by the U.K. Serious Fraud Office ("SFO") of using corrupt payments to secure contracts in India, Poland and Tunisia after a six-year bribery investigation. In June 2016, the SFO charged three additional high level Alstom executives with corruption in connection with the supply of trains to the Budapest Metro.

French online records listed numerous lawsuits involving Alstom SA, at least 30 of which directly involved Alstom Transport SA. These cases primarily related to labor and contract issues surrounding the company's routine transport industry activities. Between 2006 and 2012, the metropolitan authorities of Rouen Normandie, Bordeaux, and Marseille sued Alstom Transport SA for damages relating to defects in their respective tramway and metro systems. In all three instances, a French court of appeals did not find the company guilty of any negligence and ruled in its favour.

Alstom Transportation was named as a defendant in a 2008 securities lawsuit filed in the U.S. by investors in Alstom SA American Depository Receipts, who alleged that that they were defrauded by Alstom SA, Alstom Transportation and other subsidiaries. The plaintiffs accused Alstom SA and its subsidiaries of hiding millions of dollars of costs incurred in connection with railcar contracts performed and alleged that these accounting improprieties resulted in an overstatement of income of €167 million in Alstom's 2003 financial statements. This case was settled in October 2011 for $6.95 million.

Including the aforementioned securities lawsuit, Kroll identified 19 civil lawsuits filed in U.S. federal courts which name Alstom Transportation as a party, of which four name the company as a defendant and were filed within the last five years. All four of these lawsuits were filed in the normal course of business. Kroll's searches of U.S. federal and state courts identified no criminal proceedings naming Alstom Transportation as a defendant.

Onsite research in New York County, New York identified one $340 judgement naming Alstom Transportation as a debtor filed in 2010, which has been satisfied. A commercial database search identified two state tax liens filed California in 2015 and two civil judgments filed in 2005 and 2007 naming Alstom Transportation as a debtor. One of these state tax liens has been satisfied. The status of the other tax lien and two civil judgments is unknown.

In the past 20 years, French media reported on multiple labor issues at Alstom SA and Alstom Transport SA plants across France, including employee strikes and a work accident that killed one employee. In 2003, a French Labor Court found Alstom Transport SA guilty of salary discrimination against its unionized workers.

Following General Electric's November 2015 acquisition of Alstom SA's power and transmission businesses, both companies have been involved in arbitration and/or legal disputes at the International Chamber of Commerce and in US courts surrounding the final sale value of General Electric's railway signalling businesses to Alstom SA. This matter is ongoing.

French news media and internet sources indicated that Alstom SA and its subsidiaries have operated in several jurisdictions sanctioned by the US Department of the Treasury's Office of Foreign Assets Control (OFAC), including Iran, Sudan, Cuba, Ukraine, Syria, Yemen, Iraq, Lebanon, and Myanmar. No references indicating that the company has violated any sanctions by operating in these jurisdictions were found.

Kroll identified no bankruptcy filings naming Alstom Transportation as a debtor in the U.S. Kroll's research in the U.S. identified no securities industry regulatory actions, sanctions watch lists or U.S. Tax Court filings naming Alstom Transportation.

3. ARCHER WESTERN CONTRACTORS LLC

3.1 Identification

According to the company's website, Archer Western LLC ("Archer Western") is a general contracting, construction management and design-build firm headquartered in Atlanta, Georgia.[1] The website also reports that Archer Western is a subsidiary of The Walsh Group,[2] an Illinois based general construction company ranked 13th on *Engineering News-Record*'s 2015 list of top 400 contractors.[3] The website describes Archer Western as "an expert in various building, civil and transportation sectors" and claims that "in all of its years of construction operations, Archer Western has never failed to complete a contract."[4]

The "Walsh History" section of The Walsh Group website reported that Walsh Construction was originally started in 1898 by Matthew Myles Walsh in his garage and currently operates as a family held business in its fourth generation of leadership.[5] The website reported that Walsh Construction established its first headquarters at the intersection of Archer and Western in 1955 and that The Walsh Group and its subsidiary Archer Western were formed in 1983 to facilitate expansion.[6]

Kroll identified an active corporate registration belonging to Archer Western with the Georgia Secretary of State stating that Archer Western was incorporated as a foreign limited liability company ("LLC") on June 12, 1988 with its jurisdiction in Delaware. Kroll identified a domestic LLC registration for Archer Western filed with the Delaware Secretary of State on December 12, 2011, which is currently active and in good standing. A related entity, Archer Western Contractors Ltd, was previously registered with the Delaware Secretary of State on October 19, 1995 and withdrawn in 2011. Online searches of records maintained by the Delaware Secretary of State and phone inquiries with a clerk in the records office identified no registration records for Archer Western prior to 1995.

Kroll identified an active corporate registration for The Walsh Group Ltd in Delaware and in Illinois, where its headquarters is located.

3.1.1 Federal

Kroll searched U.S. Federal Court indices nationwide back to approximately 1990, depending on the jurisdiction, for civil litigation and criminal proceedings naming Archer Western as a party. Kroll identified 99 cases naming Archer Western as a party. Within these records, Kroll reviewed the eight ongoing cases naming Archer Western as a defendant. These eight cases are detailed below:

- *Service Steel Warehouse Co., L.P. v. McDonnel Group, LLC and* ***Archer Western Contractors, LLC*** *et al*, No. 2:14-cv-01416-EEF-MBN, filed in the U.S. District Court for the Eastern District of Louisiana, on June 18, 2014.

  This is a contract enforcement case filed by Service Steel Warehouse Company L.P. ("the Plaintiff") against The McDonnel Group LLC, Archer Western, Travelers Casualty, Surety

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1 https://www.walshgroup.com/about/firm-profile.html

2 Kroll restricted research of The Walsh Group and its other affiliated entities to red flags identified in the course of Kroll's research on Archer Western and federal litigation naming The Walsh Group.

3 http://www.enr.com/Top_Lists/Top_Contractors1

4 https://www.walshgroup.com/about/firm-profile.html

5 https://www.walshgroup.com/videos/walsh-history.html

6 https://www.walshgroup.com/videos/walsh-history.html

Company of America and Liberty Mutual Insurance Company (collectively "the Defendants").

The complaint stated that on July 28, 2011, The McDonnel Group and Archer Western entered into a joint venture for the construction of the Intake Processing Center / Templeman III & IV Replacement for the Law Enforcement District of the Parish of Orleans, State of Louisiana, which was financed by a joint Labor and Material Payment Bond from co-defendants Travelers Casualty and Liberty Mutual Insurance Company. The plaintiff alleged that as of June 6, 2014, Service Steel Warehouse had not been paid $798,250.68, for steel materials delivered in August 2013. In addition to this amount, the plaintiff sought to recover $79,825 against Travelers and Archer Western for attorney's fees and 1.5% monthly interest pursuant to the contracts executed.

- *Whitson v.* ***Archer Western Construction, LLC,*** No. 2:15-cv-00020, filed in the U.S. District Court for the Middle District of Tennessee, on March 26, 2015.

  This is a personal injury lawsuit filed by Cecil Dwayne Whitson ("Whitson"), sole proprietor of Stately Scapes, in relation to the construction of the Clarksville Waste Water Treatment Plant.

  The complaint stated that in June 2014, Stately Scapes completed construction of various retaining walls at the Clarksville Waste Water Treatment Plant in Tennessee based on specifications provided by Archer Western, the general contractor for this construction project. In October 2014, subsequent inspection revealed soil disturbances which required significant and expensive reconstruction of several retaining walls. Whitson alleged that Archer Western and its agents fraudulently misrepresented the results of soil sample testing conducted prior to the construction of these retaining walls and subsequently forced Whitson to absorb the costs of reconstructing said retaining walls. Whitson sued Archer Western for losses suffered from the alleged extra-contractual construction demands and punitive damages.

  On January 29, 2016, the parties filed a motion to stay proceedings pending arbitration, which was granted by the court on February 5, 2016. The status of this case is "stayed" as of the writing of this report.

- *Whiticar v.* ***Archer Western Construction, LLC*** *and Welsh Group et al,* No. 2:15-cv-00231, filed in the U.S. District Court for the Eastern District of Louisiana, on January 8, 2016.

  This is a personal property lawsuit filed by Mark Whiticar ("Whiticar"), a homeowner residing in the Parish of New Orleans, in response to alleged damage to his home resulting from Archer Western's construction of the R.T.A. Transit Expansion Line on St. Claude Avenue in New Orleans, 25 feet away from Whiticar's property. Whiticar sued Archer Western for $400,000 for damages to his home and $300,000 for physical and emotional distress. The Walsh Group was initially named as a co-defendant in its capacity as Archer Western's parent company, but subsequently terminated as a co-defendant on March 35, 2016.

  On May 19, 2016, Whiticar filed a motion for time extension, which was granted by the court on May 24, 2016.

- *Recreation Development Co., LLC v. Travelers Casualty and* ***Archer Western/ Demaria JV IV*** *et al,* No. 2:15-cv-00231, filed in the U.S. District Court for the District of Nevada, on April 6, 2016.

  This is a contract lawsuit filed by Recreational Development Co. LLC ("the Plaintiff"), a subcontractor engaged by Archer Western in the construction of an administrative building and education center for the U.S. Department of Veterans Affairs ("DVA"). This lawsuit was filed for recovery of losses under the Miller Act, federal legislation requiring prime contractors on some government construction contracts to post bonds guaranteeing both

the performance of their contractual duties and the payment of their subcontractors and material suppliers.[7]

The Plaintiff alleged that Archer Western purchased a payment bond from co-defendants Travelers Casualty and Surety Company of America and Liberty Mutual Insurance Company in the amount of $38,643,000 in compliance with the Miller Act. The Plaintiff alleged that Archer Western failed to pay for framing and drywall services in the amount of $226,967.41, which were contracted by Archer Western on April 30, 2013 and completed by the plaintiff on April 16, 2015.

- *MCI Communications Services, Inc. v.* ***Archer Western Construction, LLC,*** No. 2:16-cv-02467-JCZ-JCW, filed in the U.S. District Court for the Eastern District of Louisiana, on March 24, 2016.

  This is a personal property lawsuit filed by MCI Communication Services Inc., a provider of fiber optic cable in the city of New Orleans. The plaintiff alleged that Archer Western's excavation conducted as a part of the N. Rampart Street /St. Claude Avenue Streetcar Expansion Project in New Orleans, Louisiana severed the plaintiff's fiber optic cable, resulting in damages in excess of $75,000.

- *United States et al v. Gulf Mechanical Contractors, LLC and* ***Archer Western DeMaria JV, II*** *et al,* No. 6:16-cv-00718-CEM-GJK, filed in the U.S. District Court for the Middle District of Florida, on April 27, 2016.

  This is a contract lawsuit filed under the Miller Act by the United States for the use and benefit of Freedom Insulation Inc., a subcontractor engaged by Archer Western's in the construction of an administrative building and education center for the U.S. Department of Veterans Affairs ("DVA").

  According to the complaint, Archer Western entered into a joint venture with an unknown foreign entity and created the Archer Western / DeMaria JV II for the purpose of serving as the prime contractor for the construction of the VA Simlearn National Center in Orlando, Florida. On December 1, 2014, the Plaintiff entered into a written agreement with lead defendant Gulf Mechanical LLC, a subcontractor engaged by Archer Western / DeMaria JV II, for the furnishing, insulation, labor and materials of this construction project. Travelers Casualty and Surety Company of America and Liberty Mutual Insurance Company were named as co-defendants in this lawsuit in their capacity as the providers of the Public Construction Payment Bond in compliance with the Miller Act. The plaintiff sued the defendants for unpaid invoices of $316,250.37.

- *Gallagher-Kaiser Corp v.* ***Archer Western Construction, Ltd*** *et al,* No. 2:2015-cv-02150, filed in the U.S. District Court for the District of Nevada (Las Vegas), on November 11, 2015.

  This is a contract lawsuit filed by Gallagher-Kaiser Corp, a subcontractor engaged by Archer Western's in the construction of certain improvements known as the New ATCT and Tracon at McCarran International Airport. This lawsuit was filed for recovery of losses under the Miller Act (see case *2:15-cv-00231* for additional information about the Miller Act).

  The plaintiff alleged that Archer Western failed to pay for materials, labor, services and equipment furnished by the plaintiff pursuant to their subcontract with Archer Western. The plaintiff sued Archer Western and Travelers Casualty and Surety Company of America, the provider of Archer Western's payment bond pursuant to the Miller Act, for $7,610,468.20 in damages including interest and attorney's fees.

  Court hearings for this case are ongoing and will continue on June 21, 2016 at 9:00 AM.

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[7] www.gsa.gov/portal/getMediaData?mediaId=224015

- *Catlin Specialty Insurance Company v.* ***Archer Western Construction, LLC***, No. 1:15-cv-04262-TWT, filed in the U.S. District Court for the Northern District of Georgia (Atlanta), on December 8, 2015.

  This case was removed from Fulton County State Court (Georgia). Refer to case 2015CV267899 in section 3.1.2 below for details from original complaint filed for this case. This case is ongoing as of the writing of this report. The last docketed item filed in this case is a certificate of the Defendant's Initial Disclosures filed by Archer Western on June 8, 2016.

Kroll identified five additional lawsuits naming The Walsh Group as a party, which did not name Archer Western as a party. Two of these lawsuits relate to allegations of racial discrimination in hiring practices. The first racial discrimination lawsuit was filed in 2000 and dismissed by the court in 2001. The second racial discrimination lawsuit was filed in 2006 and settled in 2013. Three of the lawsuits relate to the Miller Act (see summary of case *2:15-cv-00231* for additional information on the Miller Act). These three Miller Act lawsuits were filed between 2008 and 2010, of which two were settled and one was dismissed by the plaintiff.

Kroll identified two additional securities lawsuits against Electronic Data Systems, in which The Walsh Group is named as a movant. One of these lawsuits was consolidated into the other. The lead case was terminated in 2006, with the court approving the final distribution plan of settlement funds in 2012. Archer Western is not named as a party to these two securities lawsuits.

3.1.2 State

Kroll conducted online civil litigation and criminal records searches in available jurisdictions nationwide.[8] Kroll also conducted onsite research in Cook County, Illinois[9] and Fulton County, Georgia[10] for any matters naming Archer Western that were filed in the last 20 years. Kroll's online nationwide search identified over 200 state level lawsuits filed against Archer Western, 44 of which were filed within the last three years and are currently open. These 44 lawsuits are reported in the table below. Kroll reviewed the most recent five lawsuits, which are also detailed below. Kroll can review the additional lawsuits identified naming Archer Western as a party at the client's request.

Title	Case Number	Court	Date Filed
Commonwealth of Virginia vs. Archer Western Construction, LLC and Ondrea Marcel Nixon	CL13002346-00	Virginia 1st Judicial Circuit Chesapeake County	September 25, 2013
Donna Tully v. Archer Western Construction, LLC	16-2013-CA-010168-XXXX-MA	Florida Circuit Court Duval County	November 18, 2013
People of the State of Florida v. Archer Western Construction, LLC	16-2013-TR-103342-CIXX-MA	Florida Circuit Court Duval County	December 2, 2013
Hernan Carrasco vs. Archer Western Construction, LLC et al	2013CI20389	Texas District Court Bexar County	December 16, 2013
Alpha-Republic Investments, Ltd. VS. Texas Department of Transportation, Brown & Gay Engineers, Inc. and Archer Western Contractors, LLC et al.	14-01095-158	Texas District Court Denton County	February 18, 2014

[8] Nationwide online searches cover jurisdictions that make their information available in databases. Certain jurisdictions do not provide their information to these sources. Available information varies from county to county and state to state. Some jurisdictions only provide information on felonies, and most jurisdictions report convictions only.

[9] Kroll searched civil, criminal and small claims records at the Fulton County Superior Court, State Court, Magistrate Court and the Recorder of Deeds from January 1, 1996 through May 29, 2016.

[10] Kroll searched civil, criminal, and small claims records at the Cook County Superior Court and Recorder of Deeds from January 1, 1996 through May 29, 2016.

Title	Case Number	Court	Date Filed
Constantino Robles vs. Archer Western Contractors, LLC	DC-14-02224	Texas District Court Dallas County	March 4, 2014
Felton, Andrentae vs PCL/ Archer Western	14-CA-002651	Florida Circuit Court Hillsborough County	March 12, 2014
Fossler, Wayne vs Rogers, James and Archer Western Contractors, LLC et al	14-CA-004062	Florida Circuit Court Hillsborough County	April 18, 2014
Pavlak, Ellen M vs Rodriguez, Yunior R and Archer Western Contractors, LLC	14-CA-004464	Florida Circuit Court Hillsborough County	April 29, 2014
Hardie-Tynes Co Inc vs Archer Western Contractors Ltd Inc.	14-CA-005552	Florida Circuit Court Hillsborough County	May 29, 2014
Cambas Electric, Inc. vs. The McDonnel Group, L.L.C. and Archer Western Contractors, Ltd et al	2014-06440	Louisiana 41st District Court Orleans Parish	June 30, 2014
USA Professional Labor, L.L.C. vs. Royal Commercial Construction, Inc. and Archer Western Contractors, L.L.C. et al	2014-06656	Louisiana 41st District Court Orleans Parish	July 9, 2014
NES Equipment Services Corporation vs. Royal Commercial Construction, Inc. and Archer Western Contractors, LLC	2014-06916	Louisiana 41st District Court Orleans Parish	July 15, 2014
Jakob v. Archer Western Contractors, LLC et al	2014CV249183	Georgia Superior Court Fulton County	July 18, 2014
Stolo Cabinets v. Fast-Track Construction and Archer Western Contractors, LLC et al.	PSC1404568	California Superior Court Riverside County	August 22, 2014
Perry, Richard B vs. Piedmont Structural Company and Archer Western Contractors, LLC	CL14006879-00	Virginia 4th Judicial Circuit Norfolk County	October 1, 2014
Michael Jakob et al vs. Archer Western Contractors, LLC et al	2014CV254301	Georgia Superior Court Fulton County	November 26, 2014
M.L. Coburn & Co. Inc vs. Archer Western Contractors Ltd	CL14008494-00	Virginia 4th Judicial Circuit Norfolk County	December 1, 2014
Bellsouth Telecommunications, LLC vs. Archer Western Construction, LLC	16-2014-SC-006346-XXXX-MA	Florida Circuit Court Duval County	December 10, 2014
Earl, Tanzania T vs. Archer Western Contractors, LLC et al	CL15000176-00	Virginia 13th Judicial Circuit Richmond City	January 12, 2015
R. T. Atkinson Building Corp vs. Archer Western Contractors, LLC,	CL15000488-00	Virginia 4th Judicial Circuit Norfolk County	January 12, 2015
Thompson Grading Inc vs. Archer Western Contractors et al.	15100689	Georgia Superior Court Cobb County	January 30, 2015
Mortensen Mid-Atlantic Limited vs. Archer Western -Heery International,	CL15001921-00	Virginia 4th Judicial Circuit Norfolk County	February 13, 2015
Schneidt, Randy vs PCL Civil Constructors Inc. and Archer Western Contractors, LLC	15-CA-002776	Florida Circuit Court Hillsborough County	March 26, 2015
Maria Cazares, et al vs. Trinity Infrastructure LLC and Archer Western Contractors, LLC et al	DC-15-03577	Texas District Court Dallas County (Civil)	March 30, 2015

Title	Case Number	Court	Date Filed
Amerifactors Financial Group LLC vs. Archer Western Contractors, LLC	2015-CA-003833-O	Florida Circuit Court Orange County	April 28, 2015
Fisk-Frischhertz, a Joint Venture vs. The McDonnel Group LLC and Archer Western Contractors, Ltd. Joint Venture	2015-04553	Louisiana 41st District Court Orleans Parish	May 12, 2015
Tindall Corporation vs. The Olympic Group, L.L.C. and Archer Western Contractors, LTD et al	2015-06537	Louisiana 41st District Court Orleans Parish	July 8, 2015
Fisk-Frischhertz, a Joint Venture vs. The McDonnel Group LLC and Archer Western Contractors, Ltd. et al	2015-07862	Louisiana 41st District Court Orleans Parish	August 17, 2015
Lafarge North America Inc. vs. SER Development, LLC and Archer Western Contractors, LLC et al	2015-08304	Louisiana 41st District Court Orleans Parish	August 31, 2015
Fowler v. Walsh Group Ltd and Archer Western Contractors, Ltd et al	BC598033	California Superior Court – Los Angeles County	October 15, 2015
American Cast Iron v. Archer Western Construction et al	2015CA012590	Florida Circuit Court Palm Beach County	October 21, 2015
Catlin Specialty Insurance Company v. Archer Western Contractors LLC,	2015CV267899	Georgia Superior Court Fulton County	November 9, 2015
Gootee Construction, Inc. vs. The McDonnel Group, L.L.C. and Western Contractors, Ltd. et al	2016-00279	Louisiana 41st District Court Orleans Parish	January 11, 2016
Royal Commercial Construction, Inc. vs. McDonnel Group, L.L.C. and Western Contractors, Ltd. et al, Joint Venture	2016-00548	Louisiana 41st District Court Orleans Parish	January 15, 2016
Tim Lane et al v. Archer Western Contractors, LLC	1531-AC04504-01	Greene County Circuit Court (Missouri)	January 19, 2016
Louisiana CSI, LLC vs. The McDonnel Group, LLC/ Archer Western Contractors, LTD., Joint Venture	2016-00941	Louisiana 41st District Court Orleans Parish	January 27, 2016
Walter Hill Jr vs. LBJ Infrastructure Group LLC and Archer Western, et al	DC-16-01351	Texas District Court Dallas County	February 3, 2016
John David Love v. Archer Western Construction, LLC	01-CV-2016-900615.00	Jefferson County Circuit Court (Birmingham, Alabama)	February 18, 2016
Roofing Solutions LLC v. Archer Western Construction LLC et al.	C646952	Baton Rouge Parish District Court	March 23, 2016
Maria del Carmen Ortiz v. Ansley E. Johnson and Archer Western Contractors, LLC	2016CA2964	Florida Circuit Court Duval County	April 28, 2016
Yenni Gonzalez V Randy L. Smith and Archer Western Construction, LLC	2016CA005461	Florida Circuit Court Palm Beach County	May 13, 2016
Bellsouth Telecommunications, LLC vs. Archer Western Construction, LLC	16-2016-CA-003319-XXXX-MA	Florida Circuit Court Duval County	May 13, 2016
Michael Woodhead, et al. vs. City of Phoenix and Archer Western Construction, LLC, et al.	1-CA-CV-16-0274	Maricopa County Superior Court and Arizona Court of Appeals First Division	May 17, 2016

- *Roofing Solutions LLC and* ***Archer Western****, et al*, No. C646952, filed in Baton Rouge Parish District Court (Louisiana) on March 23, 2016.

  Roofing Solutions LLC ("the plaintiff"), a subcontractor of a joint venture between Archer Western and The McDonnel Group LLC, filed this lawsuit in an effort to collect $109,766.56 in alleged unpaid contract work.

  On May 11, 2016, Archer Western, along with co-defendants, Granite Construction Incorporated and the Lane Construction Corporation filed an answer to the plaintiff's initial petition denying all allegations made by the plaintiff and alleging contributory negligence on the plaintiff's part. A jury trial date is set for July 17, 2017.

- *Maria del Carmen Ortiz v. Ansley E. Johnson and* ***Archer Western Contractors, LLC***, No. C646952, filed in Louisiana Baton Rouge Parish District Court on March 23, 2016.

  This is an auto negligence case. According to the complaint, Maria del Carmen Ortiz ("the plaintiff") was involved in a vehicular collision with Ainsley E. Johnson, a co-defendant and employee of Archer Western, on March 26, 2016. The plaintiff sued Johnson and Archer Western for damages in excess of $15,000. This case is ongoing as of the writing of this report. The last docketed item is a demand for jury trial entered on April 28, 2016.

- *Yenni Gonzalez V Randy L. Smith and* ***Archer Western Construction, LLC***, No. 2016CA005461, filed in Florida Circuit Court Palm Beach County on May 13, 2016.

  This is a lawsuit filed by Yenni Gonzalez in her capacity as the legal guardian of minor child Ricardo Gamon ("the plaintiff"). According to the complaint, the plaintiff alleges that Ricardo Gamon was struck by a vehicle owned and operated by co-defendants Archer Western and Randy L. Smith, respectively, on April 5, 2016. The plaintiff sued for damages in excess of $15,000 for injury, pain, suffering, and disability resulting from the accident. This case is ongoing as of the writing of this report.

- *Bellsouth Telecommunications, LLC vs.* ***Archer Western Construction, LLC***, No. 16-2016-CA-003319-XXXX-MA, filed in Florida Circuit Court Duval County on May 13, 2016.

  Bellsouth Telecommunications, LLC doing business as AT&T Florida ("the plaintiff") alleged that excavation done by Archer Western in the course of a construction project near the plaintiff's telecommunications facilities located at 1105 San Marco Boulevard, Jacksonville, Florida severed cables and caused disturbances. The plaintiff sued Archer Western for $217,903.83 in losses and cost of repairs. This case is ongoing as of the writing of this report. The last docketed document filed with the Duval County Clerk of Courts is a summons issued to Archer Western on May 13, 2016.

- *Michael Woodhead, et al. vs. City of Phoenix and* ***Archer Western Construction, LLC****, et al.*, No. 1-CA-CV-16-0274, filed in Maricopa County Superior Court on May 17, 2016.

  This is an appeal filed by plaintiff Michael Woodhead ("Woodhead"). According to the complaint originally filed in the Maricopa County Superior Court on December 14, 2012, this is a negligence lawsuit resulting from injuries sustained by Woodhead when he was struck by a motor vehicle while crossing a street. Archer Western was named as a consolidated defendant alongside 17 other co-defendants, however the complaints filed with the case do not specify the company's exact involvement. On February 17, 2016, Maricopa County Superior Court dismissed this case with prejudice, ruling in favour of the defendants. On May 19, 2016, Woodhead filed a notice of appeal. This case is ongoing with the appeals court as of the writing of this report.

Kroll's onsite research in Fulton County, Georgia and Cook County, Illinois identified 40 lawsuits naming Archer Western as a party. Kroll reviewed those lawsuits filed in the last 4 years naming Archer Western as a defendant, which are detailed below:

- *Michael Jakob, Peter Jakob, et al vs. Georgia Department of Transportation and* ***Archer Western Contractors, LLC****, et al.*, No. 2014CV249183, filed in Fulton County Superior Court on July 18, 2014.

  The allegations in the complaint filed in this case are similar to the facts presented in the aforementioned case (*No. 2014CV254301*). This case was dismissed without prejudice on October 6, 2014.

- *Michael Jakob, Peter Jakob, et al vs. Health & Lineback Engineers, Inc. and* ***Archer Western Contractors, LLC****, et al.*, No. 2014CV254301, filed in Fulton County Superior Court on November 26, 2014.

  This is a tort/ negligence lawsuit filed by the Michael Jakob, Peter Jakob and F.U.T.C., Inc. doing business as Elliot Street Deli & Pub (collectively "the Plaintiffs") against Archer Western and eight other co-defendants. The plaintiffs allege that construction activity carried out by the defendants resulted in structural damage and business losses to the Elliot Street Deli and Pub. This case was dismissed without prejudice on January 9, 2015.

- *Shaw Contract Flooring Services, Inc. d/b/a Spectra Contract Flooring v.* ***Archer Western Contractors, LLC***, No. 15VS001119, filed in Fulton County State Court on June 6, 2015.

  This is a breach of contract lawsuit filed by Shaw Contract Flooring Services Inc. doing business as Spectra Contract Flooring ("the plaintiff"). On April 3, 2013, Archer Western, Smallwood & Associates ("Smallwood") and the plaintiff entered into a Joint Check Agreement, providing that all checks issued by Archer Western to Smallwood for payment for labor and materials provided be to the plaintiff. The plaintiff alleged that on or about April 15, 2015, Archer Western issued a check in the amount of $30,200 to Smallwood, which Smallwood refused to pay to the plaintiff for amounts due. The plaintiff sued Archer Western for the balance of $30,200 pursuant to the Joint Check Agreement. This case was dismissed on October 2, 2015.

- *Catlin Specialty Insurance Company v. Archer Western Contractors, LLC, et al., No. 2015CV267899, filed in Fulton County State Court on November 9, 2015.*

  According to the complaint, Catlin Specialty Insurance Company ("the Plaintiff") issued an Excess Insurance Policy with a $15 million Limit of Liability to The Walsh Group ("Catlin Policy"), which provided excess insurance to another insurance policy issued by Steadfast Insurance Company. In or about January 2012, Archer Western contracted with the North Carolina Department of Health and Human services ("NCDHHS") to construct the New Broughton Hospital in Morganton, North Carolina. On May 12, 2014, Archer Western notified the Plaintiff of problems with the construction project, including a stop work order and removal costs for concrete slabs that a NCDHHS engineer judged to be too thick. The Plaintiff contended that it is not obligated to indemnify Archer Western under the Catlin Policy, because Archer Western failed to follow the provisions of said policy when submitting its claim. The Plaintiff further alleged that Archer Western made material incorrect representations and omissions in its application for the Catlin Policy and had knowledge of the facts giving rise to the claim prior to the inception of the Catlin Policy.

  This case was removed to the U.S. District Court for the Northern District of Georgia (Atlanta Division) court on December 8, 2015. This case is ongoing as if the writing of this report.

3.1.3 Bankruptcy

A nationwide online search of U.S. bankruptcy proceedings identified five cases naming Archer Western as a creditor, two of which are ongoing. Kroll identified two adversary proceedings naming Archer Western as a defendant. One of these cases was filed in 2015 and dismissed for want of prosecution in 2016. The other adversary proceeding was filed in 1992 and disposed in 1993. Excepting the case docket, documents filed in connection with these two adversary proceedings

are unavailable online. Kroll can obtain and review the complaints and other case documents by conducting onsite research at the client's request.

3.2 Judgments, Liens and UCC Filings

Kroll conducted searches of national databases containing judgments, federal and state tax liens and Uniform Commercial Codes ("UCC") for records naming Archer Western. Kroll conducted onsite research for judgments and liens in Fulton County, Georgia[11] and Cook County, Illinois.[12] Kroll also identified the following database records of judgments and liens naming Archer Western. Kroll identified over 80 judgments and liens naming Archer Western, of which those filed within the last five years naming the company as a debtor are reported below. Kroll can conduct further research into the additional judgments and liens at the client's request.

Debtor	Creditor	Nature	Date Filed	Filing No.	Court / Office	Amount	Date Released
Archer Western Contractors LTD.	District of Columbia	State Tax Lien	1/4/2016	2016000352	District to Columbia Recorder of Deeds	$56,644	Outstanding
Archer Western Contractors LLC	Becky Lane	Civil Judgment	1/6/2016	1531AC04504	Greene Circuit Court (Missouri)	$4,174	Unknown
Archer Western Contractors LTD.	State of Maryland	State Tax Lien	5/4/2015	24L15005206	Baltimore City Circuit Court	$29,132	Outstanding
Archer Western Contractors	State of Mississippi	State Tax Lien	10/20/2014	1406013	Jacksonville Circuit Court	$490	Unknown
Archer Western Contractors LLC	State of Georgia Department of Labor	State Tax Lien	01/15/2014	2014-0063080	Fulton County Superior Court	$193,481	Outstanding
Archer Western Contractors LLC	State of Texas	State Tax Lien	4/11/2014	D214072189	Tarrant County Recorder	$7,324	5/22/2014
Archer Western Contractors LLC	State of Texas	State Tax Lien	4/4/2014	13632863182D12131	Dallas County Clerk	$7,324	5/16/2014
Archer Western Contractors	State of Mississippi	State Tax Lien	11/4/2013	147913	Madison Circuit Court	$821,028	11/19/2013
Archer Western Contractors	State of Mississippi	State Tax Lien	11/4/2013	147914	Madison Circuit Court	$2,640	11/19/2013
Archer Western Contractors	County of Crisp (Georgia)	County Tax Lien	2/8/2012	BK10PGS715A35938	Crisp County Superior Court	$35,938	Unknown
Archer Western Contractors	County of Crisp (Georgia)	County Tax Lien	2/8/2012	BK10PGT715A7017	Crisp County Superior Court	$7,017	Unknown
Archer Western Contractors Ltd	County of Fulton (Georgia)	County Tax Lien	11/8/2011	BK2171PG396	Fulton County Superior Court	$108.22	2/8/2012
Archer Western Contractors Ltd	City of Atlanta	Writ of Fieri Facias	11/8/2011	2011-0291244	Fulton County Superior Court	314.86	2/14/2012

[11] Kroll searched for judgment and lien records at the Cook County Circuit Court and Recorder of Deeds from January 1, 1996 through May 29, 2016, and at the United States District Court for the Northern District of Illinois from January 1, 1996 through May 29, 2016.

[12] Kroll searched for judgment and lien records at the Fulton County Recorder of Deeds from January 1, 1996 through May 29, 2016.

Debtor	Creditor	Nature	Date Filed	Filing No.	Court / Office	Amount	Date Released
Archer Western Contractors LLC	Workforce Services	Civil Judgment	8/8/2011	116926103	Salt Lake Third District Court (Utah)	$125	8/22/2011

Kroll identified over 400 UCC filings naming Archer Western as a debtor, two of which were filed within the last 5 years and are detailed below. Kroll can conduct further research into the other records identified at the client's request.

Debtor: Archer Western Contractors, LTD
Secured Party: Thompson Tractor Co., Inc.
Filing Type: UCC-1 Financing Statement
Filing Date: March 26, 2015
Filing Number: 020165014
Jurisdiction: Illinois
Amount: Unknown

Debtor: Archer Western Contractors, LTD
Secured Party: Thompson Tractor Co., Inc.
Filing Type: UCC-1 Financing Statement
Filing Date: November 15, 2013
Filing Number: 018768208
Jurisdiction: Illinois
Amount: Unknown

3.3 Patents and Trademarks

Using the search terms "Archer Western" Kroll identified no U.S. patents currently registered to the company. Using the same search term, Kroll identified the following trademark assigned to the company:

Serial Number: 77051396
Registration Number: 3400643
Word Mark: ARCHER WESTERN CONTRACTORS
Live/Dead: LIVE
Filing Date: November 27, 2006

3.4 Regulatory Registrations and Actions

3.4.1 Occupational Health and Safety Administration

Kroll searched the Occupational Health and Safety Administration ("OSHA") website for violations naming Archer Western. Archer Western or its affiliates and joint ventures were the subject of 26 OSHA inspections which contained violations. These violations are summarized in the table below.

Open Date	Office	Standard Cited	Penalty
7/14/2015	Virginia Safety 2	Wiring methods, components, and equipment for general use	$2,082
7/2/2015	Baton Rouge	General requirements	$3,500
4/13/2015	Englewood	Safety training and education	$4,000
12/3/2014	Virginia Safety 2	Duty to have fall protection	$1,837
9/16/2014	Virginia Safety 2	Means of egress Stairways	$882
4/1/2014	Austin	Requirements for cast-in-place Concrete	$3,500

Open Date	Office	Standard Cited	Penalty
12/2/2013	Virginia Safety 2	General requirements	$2,572
5/31/2013	Concord	Beams and columns General requirements	$11,000
4/19/2013	Virginia Safety 2	Fall protection systems criteria and practices	$612
11/29/2012	Virginia Safety 2	Requirements for protective systems	$1,274
3/28/2012	Tenn Cmpl Sfty 2	Wiring design and protection	$0
3/12/2012	Virginia Safety 2	Rigging equipment for material handling Specific excavation requirements	$1,838
3/12/2012	Virginia Tw Reg Hlth	Unspecified	$0
8/24/2011	Nc Raleigh	General recording criteria	$6,950
6/22/2011	Oklahoma City	Requirements for protective systems	$3,000
8/27/2010	Atlanta West	Aerial lifts	$2,500
7/15/2009	Baltimore	Flammable and combustible liquids Power-operated hand tools Gas welding and cutting	$2,000
10/27/2008	Bellevue	Stairways	$563
12/19/2007	Arizona Phoenix Sfty	Requirements for protective systems	$2,250
9/4/2007	Nc Winston Salem	Unspecified	$6,300
6/17/2007	Jackson	Marine operations and equipment Rigging equipment for material handling Duty to have fall protection Requirements for cast-in-place Concrete	$13,500
3/21/2007	Jackson	OSH Act General Duty Paragraph Safety training and education	$2,250
1/23/2007	Atlanta West	Lead	$10,000
10/12/2006	Raleigh	Duty to have fall protection	$800
9/14/2006	Little Rock	General requirements	$1,700
6/27/2006	Austin	Forms	$0

Of the above listed violations, Kroll reviewed the accident reports for inspections where fatalities occurred. These accident reports are detailed as follows:

The investigation opened on June 14, 2007 in Jackson involved two fatalities and twelve employees injured during a bridge collapse. According to the accident report, on June 14, 2007, a 12 man crew was pouring concrete into a 48 foot vertical column for the construction of the north bridge over the Bay of Saint Louis, when the bridge collapsed. Nine employees fell into the bay, which was approximately 12 to 14 feet deep at the location of the accident. One employee removed from the bay died of asphyxiation due to drowning. Another employee could not be located on the day of the fall and was subsequently found deceased on the following day. Seven employees were hospitalized for cuts and released the following day.

The investigation opened on March 20, 2007 in Jackson involved one fatality and two injuries resulting from a boat collision. According to the accident report, at approximately 8:15 PM on March 20, 2007, an employee was operating a crew boat with two additional employees as passengers. The employee operating the boat left the shore and was returning to a bridge under construction,

when he collided with the bow of a barge that was also underway. The employee operating the boat died from chest injuries, one passenger was hospitalized for injuries and the other passenger employee was injured, but was not hospitalized.

3.4.2 Securities Industry Regulatory Actions

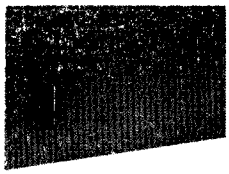
Kroll searched for any sanctions or actions by governmental or self-regulatory organizations, including the Financial Industry Regulatory Authority (or its predecessor the National Association of Securities Dealers), the New York Stock Exchange, the U.S. Securities and Exchange Commission, the National Futures Association, and the Commodity Futures Trading Commission. Kroll identified no adverse records naming Archer Western.

3.4.3 Office of Foreign Assets Control and Watch Lists

Archer Western was not identified on any "watch" lists to which Kroll subscribes. Research used to obtain this information included a search of both international and national organizations, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control, the United Kingdom's Financial Conduct Authority, and Interpol, as well as national and international media sources.

3.4.4 United States Tax Court

An online search of tax petitions filed from 1986 to the present identified no records naming Archer Western.



4. INFRARED CAPITAL PARTNERS LIMITED

4.1 Research in the U.K.

4.1.1 Identification

InfraRed Capital Partners Limited was incorporated on May 2, 1997 as 909th Shelf Trading Company Limited. It went through several name changes – Charterhouse Property Fund Manager Limited (1997), Charterhouse Specialist Advisory Services Limited (1999), Charterhouse Property Fund Management Limited (2001), HSBC Property Fund Management Limited (2002) and HSBC Specialist Fund Management (2005) – before being given its current name on April 8, 2011. Its registered address is 12 Charles II Street, London SW1Y 4QU.

The company's website reports that the business that is now InfraRed Capital Partners ("InfraRed") began in 1990 as Charterhouse Bank. [13] It initially invested in real estate, expanding into infrastructure in 1997. HSBC acquired the business in 2000. [14] InfraRed now operates a joint venture with the Hong Kong-based real estate developer and textiles giant Nan Fung Group, focusing on commercial and residential real estate projects in Greater China. Following a management buyout of 80.1 per cent of the business from HSBC in 2011, the business was rebranded InfraRed Capital Partners. [15] At the time, it had just over $4 billion in equity in funds investing in real estate and infrastructure. [16]

The InfraRed group describes itself on its website as "a leading global investment manager focused on infrastructure and real estate." [17] The group has offices in London, Hong Kong, New York, Paris, Sydney and Seoul, managing $9 billion of equity capital in private and listed funds.

InfraRed Capital Partners Limited does not have any subsidiaries. Its ultimate parent is InfraRed Capital Partners (Management) LLP, which is the apex company of a group comprising 279 companies, according to the DueDil corporate database. Its intermediate parent company, InfraRed Partners LLP, holds the group's investments in joint ventures. InfraRed's website reports that the entity is owned by its management team. [18]

In February 2016 various media sources reported on rumors that a dispute had erupted between InfraRed and its venue operation partner of Sports Hub Pte Ltd ("Sports Hub") in Singapore, Global Spectrum Pico. [19] InfraRed, the major equity partner, was said to be planning to terminate Global Spectrum Pico's contract, believing that some of the commercial deals it had signed for sporting events and pop concerts at the Sports Hub venue had breached the terms of the venue operating contract and caused losses. [20] An audit by KPMG had reportedly found a lack of alignment between the interests of Global Spectrum Pico, shareholders and government stakeholders. InfraRed and Global Spectrum Pico issued a joint statement denying that termination of the contract had ever been discussed. [21]

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13 http://ircp.com/about-us.html#about-us_

14 Ibid

15 IPE Quest, 5 May 2011

16 Ibid

17 http://ircp.com/about-us.html#about-us_

18 Ibid

19 "Sports Hub set to cut ties with Global Spectrum Pico," The New Paper, February 19, 2016; "Singapore's Sports Hub consortium faces partnership breakdown," Channel NewsAsia, February 18, 2016

20 Today (Singapore), February 20, 2016

21 Straits Times, February 21, 2016

4.1.2 Recent Newsworthy Developments[22]

- InfraRed Capital Partners Limited is part of the Portsmouth Gateway Group which was the successful bidder for the US$429 million Portsmouth bypass project in southern Ohio in 2014. The consortium also includes Dragados, USA Inc, The Beaver Excavating Co, John R Jurgensen Co, ms Consultants, ACS Infrastructure Development and Star America Fund GP.[23]

- In November 2014, a fund raising by InfraRed's value-added real estate fund Active Fund III was oversubscribed by £75 million at £475 million. Over 20 investors from Europe, the US, Canada, Malaysia, Australia, Qatar and the UAE committed equity to the fund, which invests in commercial property in UK, Germany and France.[24]

- In February 2015, InfraRed became an equity investor in Tidal Lagoon Power, the company behind the Swansea Bay Tidal Lagoon project. The new, unproven technology comprises a manmade breakwater which would create power from tidal movement, with hydro-turbines generating electricity when water flows through the blades. InfraRed Capital and the other equity investor, Prudential, each invested £110 million. The rest of the £1 billion project will be debt financed by up to to 26 banks.[25]

  The Citizens Advice Bureau described the project as "appalling value for money" for consumers.[26]

  At the end of last year, there was speculation that the "fantasy project" would never be realised. Despite planning permission being granted in June 2015, the start of construction has been delayed from spring 2016 to 2017.[27]

- InfraRed announced in February 2015 that it was making changes to its New York-based North American team with a view to expanding its infrastructure portfolio in the region. *"With the recent financial close on the Portsmouth Bypass P3 (Ohio) and the best value proposer award of the SH-288 Tolled Lanes (Texas) - and with other opportunities at an advanced stage - InfraRed is expecting to grow its North American portfolio of infrastructure investments during 2015,"* said InfraRed in a statement.

- InfraRed is a member of the Blueridge Transportation Group, which won the contract for the US$800 million SH 288 highway PPP project in Texas from the Texas Transportation Commission in March 2015. The other consortium members are ACS Servicios y Concesiones and Shikun & Binui Concessions USA plus other local and national contractors. Construction work was scheduled to start in late 2015 and be completed in early 2019.[28]

- In June 2015, a consortium comprising Balfour Beatty plc, Prime plc and InfraRed Capital Partners Limited won a €140 million contract to provide 14 primary care centres in Ireland. A press release noted that over the last five years, the three companies have successfully raised over €3 billion of senior debt funding to support projects across the PPP infrastructure and primary care markets.[29]

- In July 2015, InfraRed and DIF of the Netherlands refinanced their 2011 debt package to back the A63 toll road project in France, adding a €860 million senior debt facility to the

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22 News items refer to "InfraRed Capital Partners" rather than specifically to Infrared Capital Partners Limited, unless otherwise stated.

23 Real Estate Monitor Worldwide, 29 September 2014

24 PERE, 19 November 2014

25 Western Mail, 6 February 2015

26 Western Mail, 23 February 2015

27 Independent, 25 November 2015

28 Business Monitor Online, 4 March 2015

29 MarketLine NewsWire, 5 June 2015

original €200 million equity and €900 million leverage. InfraRed owns 42 per cent of the consortium through the US$1.2 billion InfraRed Infrastructure Fund III.[30]

- In November 2015, InfraRed Capital Partners Limited bought a portfolio of nine industrial estates from Stretton Property Group for £42 million on behalf of the InfraRed Active Real Estate Fund III. InfraRed reportedly intends to improve and actively manage the assets.[31]

- In February 2015, InfraRed bought the St George's shopping centre in Preston, Lancashire from Aviva for £75 million on behalf of the InfraRed Active Real Estate Fund III,[32]

- In February 2016, the Irish energy developer Mainstream Renewable Power was said to be poised to close funding with a consortium which included InfraRed for the £2 billion Neart na Gaoithe offshore wind far in Scotland.[33]

- In April 2016, The Renewable Infrastructure Group ("TRIG"), which is backed by InfraRed and advised by InfraRed Capital Partners Limited, proposed to issue 300 million ordinary and C shares. The board wants to be able to access capital quickly to take advantage of potential onshore wind and solar investments.[34]

- In June 2016, InfraRed Infrastructure, which is part of InfraRed, bought Serco's ten per cent equity stake in SecureFuture Wiri, the company which has the contract to design, build and run Wiri Prison in South Auckland, New Zealand. Serco will continue to operate the facility as a subcontractor.[35]

4.1.2.1 *Outstanding Bids*

- InfraRed is part of the Bombardier consortium, one of three bidders shortlisted in November 2015 for the High Capacity Metro Trains public-private partnership deal to supply and maintain 37 electric multiple-units for suburban services in Melbourne, Australia.[36]

4.1.2.2 *Divestments*

- In February 2015, InfraRed Capital Partners Limited sold the "Eagle Portfolio" of mainly multi-let industrial estates to Mansford LLP for over £60 million, giving an initial yield of about eight per cent.[37]

- In December 2015, InfraRed completed the sale of four wind farms to a single investor account managed by Hastings Fund Management. The purchase price was not disclosed.[38]

- InfraRed Capital Partners Limited and OPSEU Pension Trust sold the Standford Hill wind farm on the Isle of Sheppey and Oakdale wind farm in Caerphilly, Wales to Resonance British Wind Energy Income Limited in January 2016. The purchase price was not disclosed in the press.[39]

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30 Infrastructure Investor, 6 July 2015

31 Property Funds World, 2 November 2015

32 Estates Gazette, 21 February 2015

33 Business Monitor Online, 2 February 2016

34 Infrastructure Investor, 15 April 2016

35 BusinessDesk, 16 June 2016

36 TendersInfo, 14 November 2015

37 http://ircp.com/news-media/news/article/infrared-sells-eagle-portfolio-to-mansford-llp-for-60m.html

38 http://ircp.com/news-media/news/article/infrared-completes-sale-of-85mw-portfolio-of-four-wind-farms.html

39 GlobalData Financial Deals Tracker, 3 February 2016

- In March 2016, InfraRed Capital Partners Limited sold Clayton Square Shopping Centre in Liverpool to Rockspring's UK Value 2 Fund for £38.4 million.40

4.1.3 Directors

InfraRed Capital Partners Limited has had the following current officers since incorporation:

- Christopher John Huxtable - director since 3 November 1997
- Werner Marc Friedrich von Guionneau - director since 3 June 1999
- Anthony Charles Roper - director since 10 May 2006
- James Edward Hall-Smith - director since 6 May 2008
- Christopher Paul Gill - director since 8 July 2009
- Bryn David Murray Jones - director since 19 January 2010
- Alison Wyllie - secretary since 11 April 2011

Former officers include:

- Gareth Irons Craig - director 6 February 2006 to 26 June 2015
- Mark Richard Woodhams - director 21 April 2011 to 30 June 2014
- Edward Douglas Glover - director 3 November 1997 to 2 August 2011
- Stephen Owen - secretary 8 September 2009 to 11 April 2011
- Paul Emmanuel Mackey - director 3 November 1997 to 29 September 2010
- Philip Miller - secretary 10 July 2008 to 8 September 2009
- Timothy Geoffrey Thorp - director 12 February 2001 to 29 April 2009
- Simon Peter de Albuquerque - director 3 June 1999 to 25 November 2008
- Louisa Jane Jenkinson - secretary 1 October 2002 to 10 July 2008
- Dr Guy Donovan Morrell - director 13 May 2004 to 30 April 2007
- Nicola Suzanne Black - secretary 13 February 2001 to 1 October 2002
- Simon David Ringer - director 22 April 1998 to 1 May 2001
- Paternoster Secretaries Limited - secretary 4 November 1997 to 13 February 2001
- Ian Barrass - director 3 June 1999 to 12 February 2001
- Adam Peacock Seymour - director 3 June 1999 to 15 December 2000
- Claire Powell - director 31 March 1999 to 31 August 2000
- Julia Elizabeth Prescot - director 3 June 1999 to 7 April 2000
- Sisec Limited - nominee secretary 2 May 1997 to 4 November 1997
- Serjeants' Inn Nominees Limited nominee director 2 May 1997 to 3 November 1997
- Loviting Limited - nominee director 2 May 1997 to 3 November 1997

4.1.4 Profiles of key executives

4.1.4.1 *Werner von Guionneau*

<u>*Background*</u>

Werner Marc Friedrich von Guionneau ("von Guionneau") was born on April 27, 1957 and is German, according to UK corporate records.

Von Guionneau is the chief executive and a managing partner of InfraRed Capital Partners. He joined the group in 1995 when it was known as Charterhouse Bank. As joint chief executive of the bank, he and other senior InfraRed executives restructured the bank into a private equity investment business focusing on infrastructure and real estate.[41]

Before joining Charterehouse Bank, von Guionneau worked in property investment, corporate finance and private equity in the US and Germany.[42]

The following addresses have been identified as being linked to von Guionneau:

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40 Property Funds World, 7 March 2016

41 http://ircp.com/people/profile/werner-von-guionneau.html#managing-partners

42 https://www.infrastructureinvestor.com/SpeakersProfile/?speaker=9493

- *33 Landsdowne Road, London W11 2LQ* (1995 to 2012)
- *14 Connaught Square, London W2 2HG* (1990 to 1993)

Corporate Affiliations

Von Guionneau has 19 current UK appointments[43], all with companies in the InfraRed group.

A list of his current UK appointments is provided in Appendix One.

He has 34 previous UK appointments.

Regulatory

Von Guionneau is regulated by the Financial Conduct Authority under reference number WMV01002. He is authorised to carry out controlled functions at InfraRed Capital Partners Limited and InfraRed (Infrastructure) Capital Partners Limited. Up to 2012, he was also authorised to carry out controlled functions at CL Residential Limited.

There is no disciplinary history noted for von Guionneau in the Financial Services Register.

Adverse Media Search

Searches of press archives have identified no significant red flags concerning von Guionneau. He has been quoted in the press from time to time as the chief executive of InfraRed Capital Partners.

Litigation

Register of Judgments, Orders and Fines for England & Wales

Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for von Guionneau at addresses at which he is known to have lived in the last six years.

The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier. Searches of individuals must be conducted in conjunction with a UK address.

UK Civil and Criminal Litigation

Searches of the relevant legal databases and media reports found no mention of von Guionneau as having been involved as a named party in any reported litigation in the UK.

This does not represent a definitive conclusion that the subject has not been involved in civil or criminal proceedings in this country. Whilst statements of case are available for public inspection, such information is not available on an online database. This means that, unless it is known in advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable UK litigation archives do not contain information from criminal cases.

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43 Von Guionneau is not included in the UK Register of Disqualified Directors. Please note that once a disqualification has been spent, the individual in question's name will be removed from the list.This therefore does not represent a definitive conclusion that von Guionneau has never been a disqualified director in the UK during the course of his career. There are no references to von Guionneau in the ICC database of UK disqualified directors, which includes historical disqualifications.

Insolvency and Bankruptcy

Von Guionneau is not included in the Individual Insolvency Register for England and Wales. The Individual Insolvency Register contains details of bankruptcies that are current or have ended in the last three months; debt relief orders that are current or have ended in the last three months; current individual voluntary arrangements and fast-track voluntary arrangements, including those that have ended in the last three months; current bankruptcy restrictions orders or undertakings and interim bankruptcy restrictions orders; current debt relief restrictions orders or undertakings and interim debt relief restrictions orders. It should however be noted that, should an individual pay off their debts, their name would be removed from the Register.

Searches of the historical archive of the London Gazette, which publishes bankruptcy notices, revealed no references to von Guionneau.

4.1.4.2 *Chris Gill*

Background

Christopher Paul Gill, known as Chris ("Gill") was born on December 2, 1957 and is British, according to UK corporate records.

Gill is the deputy chief executive and a managing partner of InfraRed Capital Partners. He is responsible for managing the business on a day-to-day business, including responsibility for finance, risk and compliance.

From 1991 to 2001, he held various credit roles, latterly as head of credit risk management at HSBC in London. He was responsible for HSBC's global private equity investment from 2003 to 2008, sitting on the boards of several third party funds.[44]

The following addresses have been identified as being linked to Gill:

- *Silvertrees, 18 Burntwood Road, Sevenoaks, Kent TN13 1PT* (since 1993)
- *23 Nutfields, Ightham, Sevenoaks, Kent TN15 9EA*

Corporate Affiliations

Gill has 34 current UK appointments[45], all but one with companies in the InfraRed group or funds for which it is the investment manager.

Christopher and Kirstin Gill are the directors and shareholders of Binigill Limited, a real estate company registered at their home address which was incorporated in January 2014. Officially classified as a small company, it had assets of €448,041 but net liabilities of €17,976 at 31 January 2016. The company owed €232,608 to Christopher Gill and €232,608 to Kristen Gill at that date.

A list of Gill's current appointments is provided in Appendix One. He has 50 previous appointments.

Regulatory

Gill is regulated by the Financial Conduct Authority under reference number CPG0101. He is authorised to carry out controlled functions at InfraRed Capital Partners Limited and InfraRed (Infrastructure) Capital Partners Limited. He was previously authorised to carry out controlled functions at various HSBC entities and CL Residential Limited.

There is no disciplinary history noted for Gill in the Financial Services Register.

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44 http://ircp.com/people/profile/chris-gill.html#managing-partners

45 Gill is not included in the UK Register of Disqualified Directors. Please note that once a disqualification has been spent, the individual in question's name will be removed from the list. This therefore does not represent a definitive conclusion that Gill has never been a disqualified director in the UK during the course of his career.There are no references to Gill in the ICC database of UK disqualified directors, which includes historical disqualifications.

Adverse Media Search

Searches of press archives have identified no significant red flags concerning Gill. He has a fairly low media profile.

Litigation

Register of Judgments, Orders and Fines for England & Wales

Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for Gill at addresses at which he is known to have lived in the last six years.

The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier. Searches of individuals must be conducted in conjunction with a UK address.

UK Civil and Criminal Litigation

Searches of the relevant legal databases and media reports found no mention of Gill as having been involved as a named party in any reported litigation in the UK.

This does not represent a definitive conclusion that the subject has not been involved in civil or criminal proceedings in this country. Whilst statements of case are available for public inspection, such information is not available on an online database. This means that, unless it is known in advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable UK litigation archives do not contain information from criminal cases.

Insolvency and Bankruptcy

Gill is not included in the Individual Insolvency Register for England and Wales. The Individual Insolvency Register contains details of bankruptcies that are current or have ended in the last three months; debt relief orders that are current or have ended in the last three months; current individual voluntary arrangements and fast-track voluntary arrangements, including those that have ended in the last three months; current bankruptcy restrictions orders or undertakings and interim bankruptcy restrictions orders; current debt relief restrictions orders or undertakings and interim debt relief restrictions orders. It should however be noted that, should an individual pay off their debts, their name would be removed from the Register.

Searches of the historical archive of the London Gazette, which publishes bankruptcy notices, revealed no references to Gill.

4.1.4.3 *Bryn Jones*

Background

Bryn David Murray Jones ("Jones") was born on November 13, 1962 and is British, according to UK corporate records.

Jones is a managing partner at InfraRed, focusing on greenfield infrastructure investments and is also responsible for the latest global development fund. He oversees business development in the infrastructure team.

Before joining InfraRed in 1998, he worked for Ernst Young in corporate finance, then PFI/PPP and project finance advisory transactions.[46]

InfraRed announced in May 2015 that Jones was relocating to New York "to oversee a new growth initiative for InfraRed's infrastructure business line in the North American region". He retained his existing responsibilities as well as leading the team in North America.[47]

The following addresses have been identified as being linked to Jones:

- Westwood, West Street, Mayfield, East Sussex TN4 8XT (2012 to 2015)
- 5 Lake Road, Tunbridge Wells, Kent TN4 8XT (1996 to 2002)

Corporate Affiliations

Jones has four current UK appointments, all with companies in the InfraRed group.[48]

A list of his current appointments is provided in Appendix One. He has 34 previous UK appointments.

Regulatory

Jones is regulated by the Financial Conduct Authority under reference number BXJ01061. He is authorised to carry out controlled functions at InfraRed Capital Partners Limited and InfraRed (Infrastructure) Capital Partners Limited.

There is no disciplinary history noted for Jones in the Financial Services Register.

Adverse Media Search

Searches of press archives have identified no significant red flags concerning Jones. He has occasionally been quoted in the press in connection with InfraRed Capital's infrastructure projects.

Litigation

Register of Judgments, Orders and Fines for England & Wales

Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for Jones at addresses at which he is known to have lived in the last six years.

The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier. Searches of individuals must be conducted in conjunction with a UK address.

UK Civil and Criminal Litigation

Searches of the relevant legal databases and media reports found no mention of Jones as having been involved as a named party in any reported litigation in the UK.

This does not represent a definitive conclusion that the subject has not been involved in civil or criminal proceedings in this country. Whilst statements of case are available for public inspection,

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46 http://ircp.com/people/profile/bryn-jones.html#managing-partners

47 http://ircp.com/news-media/news/article/infrared-capital-partners-changes-in-the-infrastructure-team.html

48 Jones is not included in the UK Register of Disqualified Directors. Please note that once a disqualification has been spent, the individual in question's name will be removed from the list. This therefore does not represent a definitive conclusion that Jones has never been a disqualified director in the UK during the course of his career. There are no references to Jones in the ICC database of UK disqualified directors, which includes historical disqualifications.

such information is not available on an online database. This means that, unless it is known in advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable UK litigation archives do not contain information from criminal cases.

Insolvency and Bankruptcy

Jones is not included in the Individual Insolvency Register for England and Wales. The Individual Insolvency Register contains details of bankruptcies that are current or have ended in the last three months; debt relief orders that are current or have ended in the last three months; current individual voluntary arrangements and fast-track voluntary arrangements, including those that have ended in the last three months; current bankruptcy restrictions orders or undertakings and interim bankruptcy restrictions orders; current debt relief restrictions orders or undertakings and interim debt relief restrictions orders. It should however be noted that, should an individual pay off their debts, their name would be removed from the Register.

Searches of the historical archive of the London Gazette, which publishes bankruptcy notices, revealed no references to Jones.

4.1.4.4 *Christopher Huxtable*

Background

Christopher John Huxtable, also known as Chris ("Huxtable") was born on September 12, 1964 and is British, according to UK corporate records.

Huxtable is a managing partner and the head of European real estate at InfraRed.

He joined Charterhouse as it was then known in 1996, originally helping to build the principal property and specialist fund management businesses. He previously worked for DTZ Debenham Tie Leung and AMP Asset Management.[49]

The following addresses have been identified as being linked to Huxtable:

- Oaklands, Coombe End, Kingston upon Thames, Surrey KT2 7DQ (2010 to 2013)
- The Cottage, Golf Club Drive, Kingston upon Thames, Surrey KT2 7DF (2003 to 2008)
- 26 Latimer Road, London SW19 1EP (1997 to 2002)
- 48 Palmerston Road, London SW19 1PQ (1993 to 1996)

Corporate Affiliations

Huxtable has 35 current UK appointments[50], all of which are with companies in the InfraRed group.

A list of his current appointments is provided in Appendix One. He has 43 previous UK appointments.

Regulatory

Huxtable is regulated by the Financial Conduct Authority under reference number CJH01179. He is authorised to carry out controlled functions at InfraRed Capital Partners Limited. He was previously also authorised to carry out controlled functions at CL Residential Limited.

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49 http://ircp.com/people/profile/christopher-huxtable.html#managing-partners

50 Huxtable is not included in the UK Register of Disqualified Directors. Please note that once a disqualification has been spent, the individual in question's name will be removed from the list. This therefore does not represent a definitive conclusion that Huxtable has never been a disqualified director in the UK during the course of his career. There are no references to Huxtable in the ICC database of UK disqualified directors, which includes historical disqualifications.

There is no disciplinary history noted for Huxtable in the Financial Services Register.

Adverse Media Search

Searches of press archives have identified no significant red flags concerning Huxtable. He has been quoted in the press from time to time as InfraRed's head of European real estate, mainly in connection with shopping centre investments.

Litigation

Register of Judgments, Orders and Fines for England & Wales

Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for Huxtable at addresses at which he is known to have lived in the last six years.

The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier. Searches of individuals must be conducted in conjunction with a UK address.

UK Civil and Criminal Litigation

Searches of the relevant legal databases and media reports found no mention of Huxtable as having been involved as a named party in any reported litigation in the UK.

This does not represent a definitive conclusion that the subject has not been involved in civil or criminal proceedings in this country. Whilst statements of case are available for public inspection, such information is not available on an online database. This means that, unless it is known in advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable UK litigation archives do not contain information from criminal cases.

Insolvency and Bankruptcy

Huxtable is not included in the Individual Insolvency Register for England and Wales. The Individual Insolvency Register contains details of bankruptcies that are current or have ended in the last three months; debt relief orders that are current or have ended in the last three months; current individual voluntary arrangements and fast-track voluntary arrangements, including those that have ended in the last three months; current bankruptcy restrictions orders or undertakings and interim bankruptcy restrictions orders; current debt relief restrictions orders or undertakings and interim debt relief restrictions orders. It should however be noted that, should an individual pay off their debts, their name would be removed from the Register.

Searches of the historical archive of the London Gazette, which publishes bankruptcy notices, revealed no references to Huxtable.

4.1.4.5 *James Hall-Smith*

Background

James Edward Hall-Smith ("Hall-Smith") was born on March 31, 1969 and is British, according to UK corporate records.

Hall-Smith is a managing partner of InfraRed and in charge of sourcing, structuring and securing new infrastructure investments in Europe. He is also responsible for the InfraRed environmental infrastructure fund.

He started his career as an engineer with Mott MacDonald and prior to joining InfraRed in 1997, worked in Hambros Bank's project advisory unit, working on early UK Private Finance Initiative projects.[51]

The following addresses have been identified as being linked to Hall-Smith:

- Abbey Oak, Wherwell, Andover SP11 7HY (2002 to 2014)
- 23 Kelmscott Road, London SW11 6QX (1998 to 2001)
- 143 Bennerley Road, London SW11 6DX (1995 to 1998)

4.1.4.6 *Corporate Affiliations*

United Kingdom

Hall-Smith has 31 current UK appointments[52], all of which are with companies in the InfraRed group or joint ventures.

A list of his current appointments is provided in Appendix One. He has 14 previous UK appointments.

Regulatory

Hall-Smith is regulated by the Financial Conduct Authority under reference number JEH01099. He is authorised to carry out controlled functions at InfraRed Capital Partners Limited and InfraRed (Infrastructure) Capital Partners Limited.

There is no disciplinary history noted for Hall-Smith in the Financial Services Register.

Adverse Media Search

Searches of press archives have identified no significant red flags concerning Hall-Smith. He has occasionally been quoted in the media in connection with InfraRed's environmental infrastructure investments.

Litigation

Register of Judgments, Orders and Fines for England & Wales

Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for Hall-Smith at addresses at which he is known to have lived in the last six years.

The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier. Searches of individuals must be conducted in conjunction with a UK address.

UK Civil and Criminal Litigation

Searches of the relevant legal databases and media reports found no mention of Hall-Smith as having been involved as a named party in any reported litigation in the UK.

This does not represent a definitive conclusion that the subject has not been involved in civil or criminal proceedings in this country. Whilst statements of case are available for public inspection,

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51 http://ircp.com/people/profile/james-hall-smith.html#managing-partners

52 Hall-Smith is not included in the UK Register of Disqualified Directors. Please note that once a disqualification has been spent, the individual in question's name will be removed from the list. This therefore does not represent a definitive conclusion that Hall-Smith has never been a disqualified director in the UK during the course of his career. There are no references to Hall-Smith in the ICC database of UK disqualified directors, which includes historical disqualifications.

such information is not available on an online database. This means that, unless it is known in advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable UK litigation archives do not contain information from criminal cases.

Insolvency and Bankruptcy

Hall-Smith is not included in the Individual Insolvency Register for England and Wales. The Individual Insolvency Register contains details of bankruptcies that are current or have ended in the last three months; debt relief orders that are current or have ended in the last three months; current individual voluntary arrangements and fast-track voluntary arrangements, including those that have ended in the last three months; current bankruptcy restrictions orders or undertakings and interim bankruptcy restrictions orders; current debt relief restrictions orders or undertakings and interim debt relief restrictions orders. It should however be noted that, should an individual pay off their debts, their name would be removed from the Register.

Searches of the historical archive of the London Gazette, which publishes bankruptcy notices, revealed no references to Hall-Smith.

4.1.4.7 *Tony Roper*

Background

Anthony Charles Roper, known as Tony ("Roper") was born on December 11, 1960 and is British, according to UK corporate records.

Roper is a managing partner of InfraRed and oversees the teams advising InfraRed's three brownfield infrastructure investment vehicles: HICL Infrastructure Company Limited, The Renewables Infrastructure Group Limited, and the unlisted Yield Fund. He is also head of asset management.

Prior to joining InfraRed in 2006, he spent 12 years with John Laing Group, where he built up the infrastructure investment business.[53]

The following addresses have been identified as being linked to Roper:

- Allington Grange, Allington, Chippenham, Wiltshire SN14 6LW (since 1997)
- 24 Binden Road, London W12 9RJ (2000 to 2002)
- 53 Speldhurst Road, London W4 1BY (1993 to 1999)

Corporate Affiliations

Roper has 58 current UK appointments[54], all with companies that are part of the InfraRed group, funds for which it is the investment manager, or joint ventures.

A list of his current appointments is provided in Appendix One. He has 89 previous UK appointments.

Regulatory

Roper is regulated by the Financial Conduct Authority under reference number ACR01071. He is authorised to carry out controlled functions at InfraRed Capital Partners Limited and InfraRed

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53 http://ircp.com/people/profile/tony-roper.html#managing-partners

54 Roper is not included in the UK Register of Disqualified Directors. Please note that once a disqualification has been spent, the individual in question's name will be removed from the list. This therefore does not represent a definitive conclusion that Pritchard has never been a disqualified director in the UK during the course of his career. There are no references to Roper in the ICC database of UK disqualified directors, which includes historical disqualifications.

(Infrastructure) Capital Partners Limited. He was previously authorised to carry out controlled functions at John Laing Capital Management Limited.

There is no disciplinary history noted for Roper in the Financial Services Register.

Adverse Media Search

Searches of press archives have identified no significant red flags concerning Roper. He has occasionally been quoted in the media, mainly in connection with HICL Infrastructure investment trust which he manages.

Litigation

Register of Judgments, Orders and Fines for England & Wales

Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for Roper at addresses at which he is known to have lived in the last six years.

The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier. Searches of individuals must be conducted in conjunction with a UK address.

UK Civil and Criminal Litigation

Searches of the relevant legal databases and media reports found no mention of Roper as having been involved as a named party in any reported litigation in the UK.

This does not represent a definitive conclusion that the subject has not been involved in civil or criminal proceedings in this country. Whilst statements of case are available for public inspection, such information is not available on an online database. This means that, unless it is known in advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable UK litigation archives do not contain information from criminal cases.

Insolvency and Bankruptcy

Roper is not included in the Individual Insolvency Register for England and Wales. The Individual Insolvency Register contains details of bankruptcies that are current or have ended in the last three months; debt relief orders that are current or have ended in the last three months; current individual voluntary arrangements and fast-track voluntary arrangements, including those that have ended in the last three months; current bankruptcy restrictions orders or undertakings and interim bankruptcy restrictions orders; current debt relief restrictions orders or undertakings and interim debt relief restrictions orders. It should however be noted that, should an individual pay off their debts, their name would be removed from the Register.

Searches of the historical archive of the London Gazette, which publishes bankruptcy notices, revealed no references to Roper.

4.1.5 Financing Agreements in the U.K.

Kroll identified the following nine outstanding financing agreements naming InfraRed in the U.K.

Date Created	InfraRed Entity/ Entities	Other Party/ Parties	Type	Notes
1/30/2012	InfraRed Capital Partners Limited	National Australia Bank Limited	Security Agreement	
1/30/2012	InfraRed Capital Partners Limited and InfraRed Environmental Infrastructure Fund (I) LP	National Australia Bank Limited		In favor of National Australia Bank Limited

			Security Agreement	
1/30/2012	InfraRed Capital Partners Limited and InfraRed Environmental Infrastructure Fund (II) LP	National Australia Bank Limited	Security Agreement	In favor of National Australia Bank Limited
1/30/2012	InfraRed Capital Partners Limited and InfraRed Environmental Infrastructure Fund (III) LP	National Australia Bank Limited	Deed of Assignment	In favor of National Australia Bank Limited
3/13/2015	InfraRed Capital Partners Limited, InfraRed Infrastructure III (No 5) LP and InfraRed Infrastructure III (SCV) LP	HSBC Bank plc	Deed of Assignment	In favour of HSBC Bank plc as assignee
3/13/2015	InfraRed Capital Partners Limited, InfraRed Infrastructure III (No 5) LP, InfraRed Infrastructure III (No 2) LP, InfraRed Infrastructure III (No 3) LP and InfraRed Infrastructure III (No 4) LP	HSBC Bank plc	Deed of Assignment	In favour of HSBC Bank plc as assignee
3/24/2015	InfraRed Capital Partners Limited, InfraRed Active Real Estate III (No.2) LP and InfraRed Active Real Estate III General Partner LLP	Wells Fargo Bank, National Association, London Branch	Security Assignment	in favour of HSBC Bank plc as assignee
3/24/2015	InfraRed Capital Partners Limited, InfraRed Active Real Estate III (No 1) LP and InfraRed Active Real Estate III General Partner LLP	Wells Fargo Bank, National Association	Security Assignment	In favour of Wells Fargo Bank, National Association as security trustee
3/22/2016	InfraRed Capital Partners Limited, InfraRed Infrastructure III (No.6) LP and InfraRed Infrastructure III (No.7) LP	HSBC Bank plc	Deed of Assignment	In favour of HSBC Bank plc as assignee

4.1.6 Adverse Public Records

4.1.6.1 *Register of Judgments, Orders and Fines for England & Wales*

Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for InfraRed Capital Partners.[55]

4.1.7 U.K. Civil and Criminal Litigation

Searches of the relevant legal databases and media reports found the following no references to InfraRed Capital Partners as having been involved as a named party in reported litigation in the U.K.

This does not represent a definitive conclusion that the subjects have not been involved in any civil or criminal proceedings in this country. Whilst statements of case are available for public inspection, such information is not available on an online database. This means that, unless it is known in advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable U.K. litigation archives do not contain information from criminal cases.

4.1.7.1 *U.K. Regulatory Records*

InfraRed Capital Partners Limited is regulated by the Financial Conduct Authority ("FCA") under reference number 195766. It has been authorised by the FCA since 1 April 2013 to provide regulated products and services. Prior to that, it was regulated by the FCA's predecessors, the Investment Management Regulatory Organisation and the Financial Services Authority.

Kroll identified no disciplinary history for InfraRed Capital Partners Limited in the Financial Services Register.[56]

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55 The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier.

56 Disciplinary history noted in the Financial Services Register would include details of supervisory, disciplinary and civil regulatory action (but not criminal action) which the Financial Conduct Authority ("FCA"), Prudential Regulation Authority ("PRA") or their predecessor the Financial Services Authority ("FSA") may have taken, may have decided to take, or may have proposed to take, under the Financial Services and Markets Act 2000 or civil penalties which

4.2 **Research in the U.S.**

4.2.1 Adverse Public Records

Kroll conducted onsite research for civil litigation, criminal records, liens and judgments in New York County, New York,[57] where InfraRed Capital Partners Ltd[58] ("InfraRed")[59] is incorporated. Kroll identified no records naming InfraRed.

4.2.1.1 *Bankruptcies, Liens & Judgments*

Kroll searched for bankruptcies filed by InfraRed and searched for any tax liens or lawsuit judgments filed against it. No proceedings were identified.

4.2.1.2 *Regulatory Actions and Compliance Databases*

Kroll found no regulatory sanctions or litigation, including Securities and Exchange Commission sanctions or litigation involving InfraRed. Searches of compliance databases that list those suspected of organized crime, drug trafficking, money laundering, terrorist activities or corruption found no mention of InfraRed.

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the FCA or FSA may have imposed, or may have decided to impose, under the Money Laundering Regulations 2007 in relation to the regulated company or individual and which the FCA, FSA, or, where relevant, the PRA considers it appropriate to publish. The Financial Services Register does not hold information on action taken by other enforcement agencies.

57 Kroll searched the New York Supreme Court, Civil Court of the City of New York and Office of the City Register from January 1, 1996 through May 24, 2016 for civil records. Kroll conducted a statewide criminal search with the Office of Court Administration.

58 According to New York Secretary of State records, InfraRed was incorporated in New York on May 9, 2011. It is currently active and its identification number is 4091391.

59 Kroll also conducted searches for affiliated entities InfraRed Capital Partners (US) LLC and InfraRed 288 LLC. InfraRed was formerly a part of HSBC Specialist Investments before being bought by management in 2011. At the client's request, Kroll will perform searches to identify records naming HSBC Specialist Investments.

5. ALSTOM TRANSPORT SA / ALSTOM TRANSPORTATION INC.

5.1 Research in France

5.1.1 Identification

According to its website, Alstom Transport SA is a rail freight manufacturing subsidiary of French publicly listed transport conglomerate Alstom SA. It is headquartered in the Saint-Ouen commune of the Seine-Saint-Denis department located north of Paris, and has operated in the transport industry since as early as 1928.[60] Alstom Transport SA is one of the world's largest rail freight manufacturers and rail infrastructure service providers. It maintains 12 sites in France with approximately 9,000 employees and employs another 31,000 throughout its global operations in more than 60 jurisdictions.[61] Jean-Baptiste Eyméoud is Alstom Transport SA's chairman.

Based in Saint-Ouen, Alstom SA has operated in the transportation industry since 1928. It has been involved in major global rail and transport projects including France's high speed trains (AGV and TGV), Eurostar (U.K., France, and Belgium), and Pendolino (Italy). Throughout its history the conglomerate expanded into other industries such as power, grid, transmission and shipbuilding. In November 2015, Alstom SA sold its power and transmission businesses to General Electric for ~EUR 17 billion (~USD 12.4 billion) and refocused on its original rolling stock manufacturing operations through global subsidiaries, including Alstom Transport SA.[62] Henri Poupart-Lafarge is the conglomerate's chairman and CEO, Thierry Best is its COO, Marie-José Donsion is its SVP of Finance, and Jean-Baptiste Eyméoud is SVP of its French operations.[63]

Alstom Transport SA's annual reports and a proprietary database that compiles corporate information indicate that in fiscal year 2015, the company recorded approximately $4.11 billion in revenue, approximately $2.97 billion in gross profit, and approximately $4.91 billion in total assets.[64] According to its website, Alstom SA recorded approximately $7.77 billion in sales and booked approximately $11.94 billion in orders in fiscal year 2016.[65]

French Business Tribunal Registry records contain the following details for Alstom Transport SA:

- Date of Registration: November 17, 1992
- Date of Most Recent Update: February 12, 2016
- File Number: 389 191 982
- Status: Active
- Entity Type: Public Limited Company with Appointed Board of Directors
- Registered Address: 48 Rue Albert Dhalenne 93400 Saint Ouen, France
- Social Capital: EUR 343.6 million (~USD 387.05 million)
- 2015 Turnover: ~EUR 2.56 billion (~USD 2.89 billion)
- Business Activities: Rolling Stock Manufacturing
- Officers:

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60 http://www.alstom.com/france/

61 http://www.alstom.com/about-us/

62 http://www.alstom.com/ge-alstom-transaction/; http://www.lemonde.fr/economie/article/2015/11/02/general-electric-boucle-l-acquisition-du-pole-energie-d-alstom_4801361_3234.html; http://www.genewsroom.com/press-releases/ge-completes-acquisition-alstom-power-and-grid-businesses-282159

63 http://www.alstom.com/about-us/Corporate-Governance/management-team/

64 http://www.alstom.com/Global/Group/Resources/Documents/Investors%20document/Financial%20results/2015-16/FY15-16%20Notes%20annexes%20VA.pdf

65 http://www.alstom.com/about-us/

- Jean-Baptiste Eyméoud (Chairman, General Manager, Administrator)
- Nathalie Pivet (Administrator)
- Olivier Chantal (Administrator)
- Marc Ehret (Administrator)

5.1.2 Affiliated Entities

Alstom SA's 2016 annual report and archived U.S. regulatory filings indicate that, as of March 31, 2016, Alstom Transport SA is a wholly owned subsidiary of Netherlands-based Alstom Transport Holdings BV, itself a subsidiary of France-based Alstom Power Holdings SA. The latter entity is owned by France-based Alstom Holdings SA, a subsidiary of the Alstom SA conglomerate which comprises more than 260 global companies.[66] French Business Tribunal Registry and Dutch Chamber of Commerce records contain the following details for these affiliated entities:

Entity Name	Location	File No.	Date of Registration	Date of Most Recent Update	Main Executive
Alstom SA	Saint Ouen, France	389 058 447	11/17/1992	05/26/2016	Henri Poupart-Lafarge (Chairman, General Manager)
Alstom Holdings SA	Saint Ouen, France	347 951 238	09/16/1988	01/05/2016	Maria Donsion (General Manager, Administrator)
Alstom Power Holdings SA	Saint Ouen, France	315 398 214	04/05/1979	05/03/2016	Jacques Failliot (President)
Alstom Transport Holdings BV	Rijswijk, Netherlands	60055545	11/23/2005	N/A	N/A

Euronext Paris filings indicate that, as of February 12, 2016, Alstom SA had the following major shareholders:[67]

Entity Name	Location	Shareholding Percentage
French Government	France	20.00%
Bouygues SA	France	8.33%
Société Générale SA	France	4.43%
DNCA Investments SA[68]	France	3.08%
State Street Corporation	US	2.87%
Aviva PLC	U.K.	2.33%
Schroders PLC	U.K.	2.24%
FMR LLC	US	1.98%
Amundi SA	France	1.96%
GIC Private Limited	Singapore	1.81%
Norges Bank	Norway	1.57%
Alstom SA Employees	N/A	1.35%

[66] http://www.alstom.com/Global/Group/Resources/Documents/Investors%20document/ALSTOM%20DDR2015-16_U.K._BAT.PDF; https://www.sec.gov/Archives/edgar/data/1062066/000119312503062461/d20f.htm

[67] https://www.euronext.com/en/products/equities/FR0010220475-XPAR/company-information

[68] Formerly DNCA Finance SA.

5.1.3 Adverse Public Records

5.1.3.1 *Labor Issues*

Multiple references were found to labor issues at Alstom SA and Alstom Transport SA plants across France. For example, a February 27, 2003 *Le Figaro* article reported that a French Labor Court found Alstom Transport SA guilty of discriminating against unionized employees at its Belfort plant by offering them "less favorable" raises in comparison to their non-unionized colleagues.[69] On May 25, 2011, *AFP* reported that 5,000 German employees held a strike outside the company's plant in Salzgitter to protest a "lack of vision and planning" of the plant's operations.[70] No additional details concerning related enforcement proceedings against the company, if any, were found.

On January 18, 2013, French newspaper *La Voix du Nord* reported that a French court sentenced a Valenciennes, France-based Alstom Transport SA plant manager to one year in prison after one of his employees died in a work accident.[71] An April 23, 2015 *AFP* article indicated that hundreds of Alstom Transport SA employees conducted strikes at six French plants, demanding better raises than those recently offered by the company's management.[72]

5.1.3.2 *General Electric Acquisition*

General Electric's aforementioned acquisition of Alstom SA's power and transmission businesses in November 2015 was widely reported in French media sources. Media articles additionally noted that the deal included provisions for the sale of General Electric's railway signaling businesses to Alstom SA.[73] In May 2016, *La Tribune* and *Le Monde* reported that Alstom SA filed a complaint in an unidentified US court after the companies failed to reach an agreement on the final value of GE's railway signaling business, which was originally estimated at EUR 717 million (~USD 800 million).[74] The articles indicated that General Electric filed arbitration proceedings in the International Chamber of Commerce, to which Alstom SA responded by filing a lawsuit in an unidentified US court. This matter is ongoing.

5.1.3.3 *Operations in Sanctioned Jurisdictions*

French media sources reported that Alstom SA and its subsidiaries have operated in several jurisdictions sanctioned by the US Department of the Treasury's Office of Foreign Assets Control (OFAC) and international governments, including Iran, Sudan, Cuba, Ukraine, Syria, Yemen, Iraq, Lebanon, and Myanmar.

On January 29, 2016, AFP reported that Alstom SA signed agreements with the Iranian government in anticipation of the construction of multiple tramway and metro projects across the country. In December 2003, AFP reported that the conglomerate signed a €257 million (approximately $289.07 million) contract with the Sudanese government to build a hydroelectric station as part of the Merowe Dam development project. A June 23, 2014 article in French daily newspaper L'Humanité noted that by acquiring Alstom SA's energy companies, General Electric exposed itself to risks created by the French conglomerate's known operations in OFAC-sanctioned Cuba.

On May 2, 2014, French financial newspaper *Les Echos* published an article discussing challenges in the European energy sector and referenced Alstom SA's operations in Ukraine, which has been subject to partial sanctions related to the Russian annexation of Crimea. A December 2, 2013 *Les Echos* article indicated that Alstom SA subsidiary Alstom Arabia Power Factory provided electricity

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69 "Alstom Transport condamné pour discrimination syndicale," *Le Figaro*, February 27, 2003.

70 "Allemagne: 5.000 salariés manifestent contre Alstom," *Agence France Presse*, May 25, 2011.

71 "Un an de prison avec sursis requis contre le directeur du site d'Alstom Petite-Forêt, les avocats de l'entreprise plaident la relaxe," *La Voix du Nord*, January 18, 2013.

72 "Nouveaux débrayages chez Alstom Transport pour les salaires," *Agence France Presse*, April 23, 2015.

73 http://www.lemonde.fr/economie/article/2015/11/02/general-electric-boucle-l-acquisition-du-pole-energie-d-alstom_4801361_3234.html; http://www.lesechos.fr/01/11/2015/lesechos.fr/021446279601_energie---ge-boucle-le-rachat--strategique--d-alstom.htm

74 "États-Unis : Alstom attaque General Electric en justice," *La Tribune*, May 26, 2016; "Alstom poursuit General Electric en justice," *Le Monde*, May 31, 2016.

to multiple Middle Eastern countries, including OFAC-sanctioned Iraq, Yemen, Syria, and Lebanon. On May 29, 2013, French financial news website *Boursier* reported that India-based Alstom T&D delivered a turnkey electric power station to Power Grid Corporation of India Limited in OFAC-sanctioned Myanmar.

No references indicating that Alstom Transport SA has violated any sanctions by operating in these jurisdictions were found in French-language sources.

5.1.3.4 *Insolvency*

Kroll found no bankruptcy or insolvency proceedings involving Alstom Transport SA as a debtor in French Business Tribunal Registry records.

5.1.3.5 *Litigation*[75]

More than 295 lawsuits involving Alstom SA and its subsidiaries were found in a national index of select civil judgments, as well as administrative and tribunal decisions in France. These lawsuits primarily consist of labor and contract issues involving its routine transport industry activities.

Of these lawsuits, 29 cases directly involving Alstom Transport SA and are detailed in the table below.

Court	Chamber	Filing Date	Case Type	Case Number
Cour d'appel de Pau	Chambre sociale	9/11/2008	Civil	06/03602
Cour d'appel de Pau	Chambre sociale	9/11/2008	Civil	07/01533
Cour d'appel de Poitiers	Unknown	12/5/2006	Civil	CT0193
Cour d'appel de Poitiers	Unknown	11/14/2006	Civil	CT0173
Cour de cassation	Chambre sociale	12/2/2015	Civil	14-21.680
Cour de cassation	Chambre commerciale	4/8/2015	Civil	13-28.001
Cour de cassation	Chambre criminelle	10/30/2013	Criminal	12-81.683
Cour de cassation	Chambre Sociale	10/30/2013	Civil	12-21.288
Cour de cassation	Chambre commerciale	7/0/2013	Civil	12-15.515
Cour de cassation	Chambre civile	2/27/2013	Civil	12-16.328
Cour de cassation	Chambre criminelle	11/3/2011	Criminal	10-87.674
Cour de cassation	Chambre sociale	9/22/2011	Civil	09-70.746
Cour de cassation	Chambre sociale	12/15/2010	Civil	08-44.956
Cour de cassation	Chambre sociale	12/15/2010	Civil	08-44.955
Cour de cassation	Chambre sociale	11/10/2010	Civil	09-42.168
Cour de cassation	Chambre sociale	3/31/2010	Civil	09-40.739
Cour de cassation	Chambre sociale	3/31/2010	Civil	09-40.740
Cour de cassation	Chambre sociale	12/8/2009	Civil	08-43.764; 08-43.863
Cour de cassation	Chambre civile	2/21/2008	Civil	07-11.505
Cour de cassation	Chambre sociale	2/20/2008	Civil	07-40.223
Cour de cassation	Chambre sociale	5/16/2007	Civil	06-41.796

[75] Due to privacy laws, comprehensive litigation searches are not available in France. Select civil and administrative judgments are published by the courts, and the names of individuals are often redacted from the records. Criminal litigation searches are available only through an application submitted by the individual.

Court	Chamber	Filing Date	Case Type	Case Number
Cour de cassation	Chambre sociale	3/20/2007	Civil	04-44.536
Cour de cassation	Chambre civile	11/9/2006	Civil	05-15.470
Cour de cassation	Chambre sociale	9/20/2006	Civil	05-11.730
Cour de cassation	Chambre civile	6/15/2004	Civil	03-30.227
Cour de cassation	Chambre civile	6/15/2004	Civil	03-30.220
Cour de cassation	Chambre civile	6/15/2004	Civil	03-30.219
Cour de cassation	Chambre sociale	5/7/2003	Civil	02-60.052
Conseil d'Etat	N/A	10/19/2001	Civil	233173

While most of the above listed cases involved routine labor and contract disputes, the following noteworthy lawsuits were identified:

- *La Communauté d'agglomération de Rouen-Elbeuf-Austreberthe v. Eiffage construction, et al.*, No. 12DA01100 (Cour Administrative d'Appel de Douai, July 23, 2012)[76]

  The plaintiff, a French metropolitan authority now known as Métropole Rouen Normandie, sued Alstom Transport SA and six other construction companies involved in the development of France's Rouen tramway system, seeking ~EUR 10.65 million (USD 11.98 million) in damages after defects were discovered in the tramway system. No additional details concerning these defects were provided. The plaintiff's original claim was rejected in May 2012; it appealed to the Court Administrative D'Appel de Douai, which upheld the lower court's ruling on September 17, 2013 and ordered the plaintiff to pay EUR 1,500 (USD 1,687.20) in court fees to each defendant.

- *La Communauté Urbaine de Bordeaux v. Alstom Transport SA, et al.*, No. 12BX01515 (Cour Administrative d'Appel de Bordeaux, June 15, 2012)[77]

  In March 2012 a French administrative court ordered the Bordeaux Metropolitan Authority to pay ~EUR 3.09 million (USD 3.48 million) to Alstom Transport SA and seven other companies in exchange for construction, maintenance, and repair services for Bordeaux's tramway system. No additional details concerning this judgment were provided. In June 2012 the authority appealed to the Court Administrative d'Appel de Bordeaux, which on March 12, 2013 upheld the original decision and ordered the Bordeaux Metropolitan Authority to pay each of the defendants EUR 5,000 (~USD 5,624).

- *Régie des Transports de Marseille v. Alstom Transport SA, et al.*, No. 06MA01025 (Cour Administrative d'Appel de Marseille, April 7, 2006)[78]

  The plaintiff (Marseille Transport Authority) sued Alstom Transport SA and aluminum company Pechiney SA for ~EUR 16.54 million (USD 18.60 million) in damages for repairs on the Marseille metro system, which the defendants built. No additional details concerning specific defects or negligence by the defendants were provided. In February 2006 the case was decided in favor of Alstom Transport SA; the plaintiff appealed to the Cour Administrative d'Appel de Marseille, which upheld the lower court's judgment on June 9, 2008.

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76 https://www.legifrance.gouv.fr/affichJuriAdmin.do?oldAction=rechExpJuriAdmin&idTexte=CETATEXT000027976006&fastReqId=1727579846&fastPos=1

77 https://www.legifrance.gouv.fr/affichJuriAdmin.do?oldAction=rechExpJuriAdmin&idTexte=CETATEXT000027173537&fastReqId=1727579846&fastPos=2

78 https://www.legifrance.gouv.fr/affichJuriAdmin.do?oldAction=rechExpJuriAdmin&idTexte=CETATEXT000019278890&fastReqId=1727579846&fastPos=4

5.2 Research in the U.S.

5.2.1 Identification

According to Alstom SA's 2016 annual report, Alstom Transportation Inc. is wholly owned by Netherlands-based Alstom Transport Holdings BV.[79] According to the "Our History" section of the Alstom USA website, the company has been active in the U.S. since at least 1851 and that the U.S. Transport business was formed through the acquisition of the American Passenger Rail Car Company in Hornell, New York.[80] A November 2, 2015 *Wall Street Journal* article reported that General Electric Co. completed a $13.5 billion acquisition of Alstom SA's power business, after which Alstom USA focused entirely on its transportation operations.[81] Jerome Wallut has been Alstom Transportation's president since September 2014.[82]

Online records maintained by the New York Secretary of State report that Alstom Transportation, Inc. ("Alstom Transportation") was incorporated on September 22, 1986 as a domestic for profit business and is currently active. Alstom Transportation's corporation filings also report the following name history:

Filing Date	Entity Name
July 20, 1998	Alstom Transportation Inc.
October 27, 1989	GEC Alstom Transportation, Inc.
March 24, 1988	Alstom Transportation, Inc.
September 22, 1968	CLRT, Inc.

Kroll did not conduct targeted research using Alstom Transport SA's historical names, but can do so at the client's request.

5.2.2 Corruption and Bribery Allegations and Convictions

Kroll identified hundreds of English and French media references to bribery allegations made against Alstom SA, as well as investigations by various regulatory foreign regulatory authorities, similar to the aforementioned admissions made in the information filed in *U.S.A. v. Alstom SA*. Summarized below are the allegations and investigations in which Alstom SA is cited in over 50 English media sources in the past 5 years.

On December 22, 2014, Alstom SA pleaded guilty to foreign bribery charges under the Foreign Corrupt Practices Act ("FCPA") and agreed to pay a criminal penalty of $772 million, described by the U.S. Department of Justice ("DOJ") as the largest-ever foreign bribery resolution.[83] According to the information filed in *U.S.A. v. Alstom SA*[84], Alstom SA, various U.S. and foreign based subsidiaries and executive level employees of these entities, paid bribes totalling approximately $75 million to government officials in Indonesia, Saudi Arabia, Egypt, Taiwan and the Bahamas in exchange for approximately $4 billion in projects, which resulted in profits of approximately $296 million. The information provided that in some instances, these bribes were concealed through falsified consulting contracts, and in other instances were paid directly to foreign officials in the form of gifts, petty cash, hiring of family members and charitable donations to affiliated non-profits. The judgment filed on November 25, 2015, reported that Alstom pled guilty to one count of falsification of books, records and accounting and one count of failure to implement adequate controls. The judge imposed criminal monetary penalties of $790,220,000. On December 22, 2014, Alstom SA's Swiss subsidiary Alstom Network Schweiz A.G. also pleaded guilty to violating the anti-

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79 http://www.alstom.com/Global/Group/Resources/Documents/Investors%20document/ALSTOM%20DDR2015-16_U.K._BAT.PDF

80 http://www.alstom.com/usa/

81 "GE Completes Alstom Power Acquisition", *The Wall Street Journal*, November 2, 2015

82 http://www.alstom.com/press-centre/2014/9/jerome-wallut-appointed-president-of-alstom-transportation-inc-/; https://www.sec.gov/Archives/edgar/data/1062066/000119312503062461/d20f.htm

83 https://www.justice.gov/opa/pr/alstom-pleads-guilty-and-agrees-pay-772-million-criminal-penalty-resolve-foreign-bribery

84 U.S.A. v. Alstom S.A., case no: 3:2014-cr-00246, filed in the U.S. District Court District of Connecticut on December 22, 2014

bribery provisions of the FCPA.[85] Note that neither Alstom Transportation nor Alstom Transport SA were charged as defendants in these proceedings or named as a co-conspirator in the aforementioned information.

A February 2, 2015 *Dow Jones Newswire (French edition)* article reported that Alstom SA successfully petitioned the DOJ to delay the payment of its fine until acquisition proceedings are finalized with General Electric, which would not be held liable for any portion of the fine.[86] According to a May 6, 2015 *AFP* article, Alstom SA recorded approximately $808.73 million in net losses due to "exceptional events" including the FCPA fine and asset impairments related to its operations in Russia.[87] In December 2015, *Intelligence Online (French edition)* reported that the DOJ did not follow up on the fine by imposing monitoring protocols.

Alstom SA was implicated in the highly publicized corruption investigation of Brazilian state owned oil company Petrobras, known as Lavo Jato, which commenced on March 17, 2014.[88] A February 4, 2015 article published in *Industry Week* reported that a Brazilian court ordered the freezing of over $104 million in assets belonging to Alstom SA in connection with the Petrobras corruption investigation.[89] A June 7, 2016 *Bloomberg* article reported that a former Petrobras executive informed investigators that Alstom SA paid bribes to secure contracts over a decade ago.[90] The article reported that Alstom SA responded to the allegations via email stating that it is no longer in the energy business, but did not admit or deny the payment of bribes.

In January 2015 *The Economic Times* reported that as a result of a six-year bribery investigation, Alstom Network U.K., and two of its executives, Robert John Hallett ("Hallett") and Graham Denis Hill ("Hill"), were charged by the U.K. Serious Fraud Office ("SFO") of using corrupt payments to secure contracts in India, Poland and Tunisia.[91] According to the SFO website, in September 2014, Alstom Network U.K. Ltd was indicted for paying bribes totalling more than €6 million disguised as "sham consultancy agreement."[92] As part of the investigation, Hill is accused of hiding the payment of 19,895,000 INR (Indian rupee) as part of a consultancy agreement to Indo European Venture Pte Ltd.[93] Hallett was accused of paying the Delhi Metro Corporation €3.3 million as an incentive to award contracts to Alstom.[94] The trial started in May 2016.[95] However, Kroll identified no media in its preliminary search to indicate that the trial has reached a conclusion.

On March 29, 2016, *Reuters France* reported that the SFO found Alstom Transport U.K. & Ireland director Terence Stuart Watson guilty of corruption linked to the Budapest metro construction project.[96] Alstom Transport SA and Alstom Transportation were not directly referenced in this report.

On June 7, 2016, the *Wall Street Journal* reported that the SFO charged three high level Alstom executives with corruption in connection with the supply of trains to the Budapest Metro.[97] Jean-Daniel Laine, former Alstom Vice President, Michael John Anderson, Alstom's business development director and Terrence Stuart Watson, former country president for the U.K, all face counts of corruption and conspiracy from 2000 to 2008.[98] Mr. Watson's attorney Matthew Cower

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85 "Alstom Sentenced to Pay $772 Million Criminal Fine to Resolve Foreign Bribery Charges," *Foreign Affairs*, November 16, 2015.

86 "Alstom a obtenu un délai pour payer une amende aux USA afin de préserver ses activités," *Dow Jones Newswire (French edition)*, February 2, 2015.

87 "Alstom passe dans le rouge, perte nette annuelle de 719 M EUR," *Agence France Presse*, May 6, 2015.

88 https://innovationhouserio.wordpress.com/2015/08/28/operacao-lava-jato-update-timeline/

89 http://www.industryweek.com/public-policy/corruption-probe-brazil-leads-freezing-alstoms-assets

90 http://www.bloomberg.com/news/articles/2016-06-07/alstom-ge-accused-of-decade-old-bribes-by-ex-petrobras-official

91 http://articles.economictimes.indiatimes.com/2015-01-28/news/58546679_1_alstom-network-uk-trial-date-serious-fraud-office

92 Ibid

93 Ibid

94 Ibid

95 Ibid

96 http://fr.reuters.com/article/businessNews/idFRKCN0WV1ZI

97 http://blogs.wsj.com/riskandcompliance/2016/04/05/hearing-set-for-7th-person-charged-in-alstom-probe/

98 Ibid

stated that, "Mr. Watson welcomes the opportunity to challenge the SFO's charges in court. [He] vigorously denies all the charges brought today."[99] Kroll identified no media in its preliminary search to indicate that the trial has reached a conclusion.

Kroll did not conduct targeted media or regulatory research in Brazil, the U.K. or foreign jurisdictions other than France, but can do so at the client's request.

5.2.3 Criminal Records and Litigation

5.2.3.1 *Federal*

Kroll searched U.S. Federal Court indices nationwide back to approximately 1990, depending on the jurisdiction, for civil litigation and criminal proceedings naming Alstom Transportation as a party. Kroll identified no criminal proceedings naming Alstom Transportation. Kroll identified 19 civil lawsuits naming Alstom Transportation as a party. Of these cases, Kroll reviewed the four lawsuits naming Alstom Transportation as a defendant which were filed within the last five years, as well as a securities lawsuit filed in 2008, which was reported in a Securities and Exchange Commission ("SEC") litigation release. These cases are detailed below:

- *Abramsky, et al v. Alstom SA, Alstom Transportation and Alstom U.S.A., Inc., et al, No. 1:2003-cv-06595, filed in the U.S. District Court for the Southern District of New York, on August 29, 2003.*

  Excepting the docket, no documents filed in connection with this case are available online. However, an SEC litigation release reports the following:

  > [The] Plaintiffs, investors in Alstom SA American Depository Receipts ("ADRs"), contend that Defendants engaged in an alleged fraud which entailed hiding millions of dollars of costs incurred in connection with railcar contracts performed by ATI, in particular a contract to build Comet V train cars for New Jersey Transit ("NJT"), which ATI allegedly intentionally underbid in 1999. These accounting improprieties resulted in an overstatement of income of [euro] 167 million in Alstom's 2003 accounting statements.

  This case was terminated on October 21, 2011, pursuant to court approval a $6.95 million settlement in favor of the plaintiffs.

- *Fernandez v. New England Motor Freight, Inc. and* ***Alstom Transportation, Inc.*** *et al.* No. 1:2012-cv-06536, filed in the U.S. District Court for the Southern District of New York, on August 27, 2012.

  According to the docket, this motor vehicle case was filed by William Fernandez ("the Plaintiff") against New England Motor Freight Inc., Alstom Transportation Inc. and Otto Daniel ("the Defendants").

  This case was originally filed in the Supreme Court of the State of New York on July 30, 2012, and subsequently removed to the U.S. District Court for the Southern District of New York. According to the complaint, the Plaintiff, an employee of Alstom Transportation, was injured on the job in a motor vehicle accident on December 16, 2009. The Plaintiff alleged that his injuries resulted from negligence on the part of Otto Daniel, the vehicle's operator, and Daniel's employer, New England Motor Freight, Inc. The Plaintiff sued the Defendants for injury, medical expenses and loss of earnings in excess of $75,000.

  On May 25, 2016, the parties commenced settlement discussions with the court. According to the order filed on this date, this case will be dismissed on June 23, 2016, unless one or more of the parties files a letter with the court requesting that the action not be dismissed.

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[99] Ibid

- *Alfredo J. Balsera, P.A. d/b/a Balsera Communications v.* ***Alstom Transportation, Inc.***, No. 1:2015-cv-20033, filed in the U.S. District Court for the Southern District of Florida, on January 7, 2015.

  According to the docket, this breach of contract lawsuit was filed by Alfredo J. Balsera doing business as Balsera Communications ("the Plaintiff") against Alstom Transportation ("the Defendant").

  This case was originally filed in the Circuit of the Eleventh Judicial Circuit in Miami-Dade County, Florida on December 16, 2014, and subsequently removed to the U.S. District Court for the Southern District of Florida. According to the complaint, the Plaintiff rendered services to Alstom Transportation between February and November 2014, pursuant to an Advisory Agreement. The Plaintiff sued the Defendant for damages including unpaid fees of $146,290. This case was dismissed pursuant to a joint stipulation by the parties on November 19, 2015.

- *International Association of Machinists and Aerospace Workers, AFL-CIO, CLC District Lodge 19, Local Lodge 2741 v.* ***Alstom Transportation, Inc.***, No. 6:2015-cv-06106, filed in the U.S. District Court for the Western District of New York, on February 27, 2015.

  According to the docket, this labor lawsuit was filed by the International Association of Machinists and Aerospace Workers Union, AFL-CIO, CLC District Lodge 19, Local Lodge 2741 ("the Plaintiff") against Alstom Transportation ("the Defendant").

  The complaint stated that on August 30, 2012, the Plaintiff filed a grievance on behalf of Thomas Giglio ("the Grievant"), "contesting the failure of the company to recall him after he had been furloughed from his job as a mechanic at the Hornell facilities on March 1, 2010." The Plaintiff alleged that Alstom Transportation violated the terms of its collective bargaining agreement when it recalled other mechanics with less seniority than the Grievant. The Plaintiff brought this action pursuant to a Section 301 of the Labor-Management Relations Act, seeking to confirm and enforce the final and binding arbitration award issued on September 17, 2014, in which the arbitrator decided in favor of the Grievant.

  This case was voluntarily dismissed with prejudice by the parties on June 22, 2015.

5.2.3.2 *State*

Kroll conducted online civil litigation and criminal records searches in available jurisdictions nationwide,[100] Kroll also conducted onsite research in New York County, New York[101] and targeted online searches of the New York State Unified Court System for any matters naming Alstom Transportation that were filed in the last 20 years. Other than those matters described above as having been removed to Federal Court, Kroll identified 14 state level lawsuits naming Alstom Transportation as a party, which are reported in a table below. Of these lawsuits, Kroll reviewed those naming Alstom Transportation as a defendant filed within the last 5 years. Kroll additionally reviewed one lawsuit naming Alstom Transportation as a plaintiff, which resulted in a judgment naming the company as a debtor (detailed below in section 5.2.4).

Title	Filed Date	Docket Number	Court	Case Type
Scott Yessa v. Owen Vicki and Alstom Transportation Inc. et al	7/17/2015	2015-L-007317	Cook County Circuit Court (Illinois)	Torts/Negligence, Personal Injury, Motor Vehicle

[100] Nationwide online searches cover jurisdictions that make their information available in databases. Certain jurisdictions do not provide their information to these sources. Available information varies from county to county and state to state. Some jurisdictions only provide information on felonies, and most jurisdictions report convictions only.

[101] Kroll searched for civil, criminal and small claims records at the New York County Superior Court, New York City Civil Court, and the New York County Clerk's Office from January 1, 1996 through May 29, 2016.

Title	Filed Date	Docket Number	Court	Case Type
Alfredo J Balsera PA v. Alstom Transportation Inc.	12/16/2014	2014-031695-CA-01	Miami-Dade 11th Judicial Circuit Court (Florida)	Contract
Victor Ano Hernandez and Teoista Hernandez v. Alstom Transportation Inc. et al.	4/19/2011	0020234/2010	Queens County Superior Court (New York)	Torts/Negligence
Hopkins et al v. Alstom Transportation Inc. et al.	7/8/2009	0984CV02840	Suffolk County Superior Court (Massachusetts)	Torts/Negligence, Personal Injury
Bombardier Inc. and Alstom Transportation et al v. Faiveley Transport et al	4/9/2008	601041/2008	New York County Civil Court (New York)	Contract
Clement Amankaa v. New Jersey Transit and Alstom Transportation Inc.	4/13/2005	050401611	Philadelphia Court of Common Pleas (Pennsylvania)	Civil
Clement Amankaa v. New Jersey Transit and Alstom Transportation Inc., Appeal of: New Jersey Transit Rail Operations, Inc.	9/11/2007	2776 EDA 2007	Superior Court of Pennsylvania	Civil Appeal
John Hall v. New Jersey Transit and Alstom Transportation Inc.	6/8/2006	L-002613-06	Monmouth Superior Court (New Jersey)	Torts/ Negligence, Product Liability
Dorinda Tucker v. Alstom Transportation Inc.	2/17/2006	L-001892-06	Middlesex Superior Court (New Jersey)	Torts/ Negligence, Product Liability
Joyce Barber v. Alstom Transportation	10/25/2005	0031804/2005	Allegany County Superior Court (New York)	Civil
Kevin Patrick Baker v. Alstom Transportation, Inc.	4/18/2005	2005-CA-002968-B	District of Columbia Superior Court	Civil
R.A. Environmental Corp. v. Mass. Electric Construction Company, Alstom Signaling Inc. and Alstom Transportation Inc. et al	3/17/2005	0006040/2001	Bronx County Superior Court (New York)	Contract
Wendy Cooper v. Alstom Transportation	7/22/2004	SC-000066-04/HO	Hornell City Court	Small Claims
Tech Tran Corp v. Alstom Transportation Inc.	11/6/2002	L-003738-02	Burlington Superior Court (New Jersey)	Contract

- ***Alstom Transportation*** *et al. v. Faiveley Transport et al*, No. 601041-08, filed in New York County Supreme Court (New York State) on April 9, 2008.

  This action arises from construction contracts to provide the high speed Acela trains operated by Amtrak on the Northeast Corridor. The amended complaint stated that Amtrak removed the Acela trains from service in 2005 due to pervasive cracks in the spokes of the brake disks, resulting in millions of dollars in damages incurred by Amtrak and its subcontractors. Alstom Transportation, Inc., Bombardier Transit Corporation, Bombardier Transportation Canada, Inc. and Northeast Corridor Management Services Company, LLC (collectively "the Plaintiffs") filed this lawsuit seeking to recover $10.7 million in losses and monetary damages based upon claims assigned to them by Amtrak. The complaint alleged that the defendants are liable for these losses as successors in interest to SAB WABCO, the company that designed the defective brake discs, having acquired the company in 2004.

  On May 13, 2010, the court issued a judgment for costs to be paid by the plaintiffs. This case was dismissed with prejudice pursuant to a joint stipulation on November 11, 2010.

- *Scott Yessa V. Owen Vicki, Hertz Corporation and* ***Alstom Transportation***, No. 2015-L-007317, filed in Cook County Circuit Court (Illinois) on July 17, 2015.

  According to the complaint, Scott Yessa ("Yessa") was driving a motor vehicle on August 1, 2013 when he was involved in a collision with co-defendant Vicki Owen ("Owen"). Alstom Transportation and Hertz Corporation were named as co-defendants in their capacities as owners of the vehicle operated by Owen. Yessa sued the defendants for damages in excess of $50,000. This case is ongoing as of the writing of this report.

- *Alfredo J Balsera PA v.* ***Alstom Transportation***, No. 2014-031695-CA-01, filed in Miami-Dade 11th Judicial Circuit Court (Florida) on December 16, 2014.

  According to the complaint, Alfredo J. Balsera, P.A. doing business as Blasera Communications ("the Plaintiff") rendered public affairs and media relations services to Alstom Transportation between July 2013 and November 2014, pursuant to an agreement executed between the parties in 2012. The Plaintiff sued Alstom Transportation for unpaid fees of $146,290. This case was removed to a federal court on January 7, 2015. See section 5.2.3.2 above for further details of the correspondent federal case.

- *Victor Ano Hernandez v.* ***Alstom Transportation***, No. 020234/2010, filed in Queens County Civil Supreme Court (New York State) on April 19, 2011.

  Online records maintained by the New York State Unified Court System report that this is a negligence case, which was disposed on January 21, 2016. No additional information, including the complaint detailing allegations against Alstom Transportation, is available online. Kroll can retrieve this case file by conducting onsite research in this jurisdiction at the client's request.

5.2.3.3 *Bankruptcy*

A nationwide online search of U.S. bankruptcy proceedings identified no records naming Alstom Transportation as a debtor. Kroll identified two bankruptcy filings naming Alstom Transportation as a creditor, which can be reviewed at the client's request.

5.2.4 Judgments, Liens and UCC Filings

Kroll conducted searches of national databases containing judgments, federal and state tax liens and Uniform Commercial Codes ("UCC") for records naming Alstom Transportation, as well as onsite research in New York County, New York.[102] Kroll's onsite research identified the following judgement naming Alstom Transportation as a debtor, which resulted from case No. 601041-08, *Bombardier v. Alstom Transportation et al.* reported in section 5.2.3 above.

Debtors:	Alstom Transportation Inc. and 11 other debtors
Creditor:	Faiveley Transport
Filing Date:	May 3, 2010
Filing Number:	002689552-01
Jurisdiction:	New York County, New York
Amount:	$340.00
Status:	Satisfied on unknown date

Kroll also identified the following database records of judgments and liens naming Alstom Transportation. Kroll can conduct further research into the below-listed judgments and liens at the client's request.

Debtor	Creditor	Nature	Date Filed	Filing No.	Court / Office	Amount	Status
Alstom Transportation Inc.	Employment Development Department	State Tax Lien	8/7/2015	1675193373	Sacramento County Clerk Recorder's Office	Unknown	Unknown
Alstom Transportation Inc.	State of California	State Tax Lien	8/3/2015	201604140486	Sacramento County Clerk Recorder's Office	$4,787	Released 8/3/2015
Alstom Transportation Corp.	Clement Amankwaa	Civil Judgment	11/9/2007	050401611	Philadelphia County Prothonotary	$90,000	Unknown

[102] Kroll searched for judgment and lien records at the New York County Clerk's Office from January 1, 1996 through May 29, 2016.

Debtor	Creditor	Nature	Date Filed	Filing No.	Court / Office	Amount	Status
Alstom Transportation Inc.	NYS Commissioner of Labor	Judgment	12/21/2005	11916674	New York	$4,234	Unknown

5.2.5 Patents and Trademarks

Kroll identified no U.S. trademarks currently registered to Alstom Transportation. Kroll identified the following patents assigned to Alstom Transportation:

Patent Number	Patent Name	Inventor Name	Date Granted
9717307	Oil sample analysis calculator and method of using the same	Donald W. Bolt	3/29/11
6971278	Manual multi-ratio tension-applying device	Paul G. Robbins and Robert J. Wright	9/21/12

5.2.6 Regulatory Registrations and Actions

5.2.6.1 *Securities Industry Regulatory Actions*

Kroll searched for any sanctions or actions by governmental or self-regulatory organizations, including the Financial Industry Regulatory Authority (or its predecessor the National Association of Securities Dealers), the New York Stock Exchange, the U.S. Securities and Exchange Commission, the National Futures Association, and the Commodity Futures Trading Commission. Other than the FCPA criminal conviction detailed above, Kroll identified no adverse records naming Alstom Transport SA or Alstom Transportation. However, commercial database searches identified sanctions placed on Alstom SA by various authorities for its role in a global price-rigging cartel and its listing as a "scrutinized company" by US institutions such as the California Department of Insurance, the Iowa Board of Regents, and the Sudan Divestment Task Force, owing to its operations in OFAC-sanctioned Sudan and Iran. Additional details of these issues involving Alstom SA can be provided at the client's request.

5.2.6.2 *Office of Foreign Assets Control and Watch Lists*

Alstom Transportation was not identified on any "watch" lists to which Kroll subscribes. Research used to obtain this information included a search of both international and national organizations, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control, the United Kingdom's Financial Conduct Authority, and Interpol, as well as national and international media sources.

5.2.6.3 *United States Tax Court*

An online search of tax petitions filed from 1986 to the present identified no records naming Alstom Transportation.

APPENDIX ONE – INFRARED CAPITAL PARTNERS LIMITED

5.1 Werner von Guionneau

Von Guionneau has the following current appointments:

Company name	Status	Role	Date of appointment
InfraRed Capital Partners Limited	Active	Director	Appointed June 3, 1999
InfraRed (Infrastructure) Capital Partners Limited	Active	Director	Appointed March 3, 2000
Paternoster Partners Limited	Active	Director	Appointed July 15, 2004
Infrastructure Investments General Partner Limited	Active	Director	Appointed January 10, 2006
InfraRed NF China Investment Limited	Active	Director	Appointed May 10, 2007
Paternoster Irere GP Limited	Active	Director	Appointed November 26, 2007
InfraRed Indochina Investments GP Ltd	Active	Director	Appointed February 19, 2008
Paternoster IEIF GP Limited	Active	Director	Appointed February 19, 2008
InfraRed Environmental Infrastructure GP Limited	Active	Director	Appointed February 20, 2008
InfraRed Infrastructure III General Partner Limited	Active	Director	Appointed February 25, 2010
Paternoster IIF III GP Limited	Active	Director	Appointed March 1, 2010
InfraRed Capital Partners Management LLP	Active	Designated Member	Appointed November 17, 2010
InfraRed Capital Partners (Holdco) Limited	Active	Director	Appointed November 18, 2010
InfraRed Principal Book (GP) Limited	Active	Director	Appointed January 26, 2011
Paternoster IRCP (GP) Limited	Active	Director	Appointed March 10, 2011
Paternoster Intermediate (GP) Limited	Active	Director	Appointed April 26, 2011
InfraRed Infrastructure Yield General Partner Limited	Active	Director	Appointed June 7, 2012
InfraRed Infrastructure Yield Holdings Limited	Active	Director	Appointed June 18, 2012
InfraRed NF China Investment II Limited	Active	Director	Appointed July 4, 2014

5.2 **Chris Gill**

Gill has the following current appointments:

Company name	Status	Position	Date of appointment
InfraRed Environmental Infrastructure GP Limited	Active	Director	Appointed 21 April 2009
Infrastructure Investments General Partner Limited	Active	Director	Appointed 21 April 2009
Infrastructure Investments Holdings Limited	Active	Director	Appointed 21 April 2009
InfraRed (Infrastructure) Capital Partners Limited	Active	Director	Appointed 8 July 2009
InfraRed Capital Partners Limited	Active	Director	Appointed 8 July 2009
InfraRed Indochina Investments GP Limited	Active	Director	Appointed 21 July 2009
InfrarRed Infrastructure III General Partner Limited	Active	Director	Appointed 25 February 2010
Paternoster IIF III GP Limited	Active	Director	Appointed 1 March 2010
Paternoster IEIF GP Limited	Active	Director	Appointed 15 November 2010
Paternoster Irere GP Limited	Active	Director	Appointed 15 November 2010
InfraRed Capital Partners (Management) LLP	Active	Designated Member	Appointed 17 November 2010
InfraRed Capital Partners (Holdco) Limited	Active	Director	Appointed 18 November 2010
InfraRed Principal Book (GP) Limited	Active	Director	Appointed 26 January 2011
Paternoster IRCP (GP) Ltd	Active	Director	Appointed 10 March 2011
Paternoster Intermediate (GP) Limited	Active	Director	Appointed 26 April 2011
Q General Partner Limited	Active	Director	Appointed 2 August 2011
InfraRed UK Retail General Partner Limited	Active	Director	Appointed 23 February 2012
InfraRed UK Retail General Partner 2 Limited	Active	Director	Appointed 27 March 2012
InfraRed European Active Real Estate General Partner Limited	Active	Director	Appointed 18 April 2012
InfraRed Infrastructure Yield General Partner Limited	Active	Director	Appointed 7 June 2012
InfraRed Infrastructure Yield Holdings Limited	Active	Director	Appointed 18 June 2012
InfraRed NF China Investment II Limited	Active	Director	Appointed 18 September 2012
The Renewables Infrastructure Group (UK) Limited	Active	Director	Appointed 12 June 2013
Arctic Infrastructure Investments (UK) Limited	Active	Director	Appointed 20 August 2013
InfraRed UK Lion GP Limited	Active	Director	Appointed 17 December 2013

Company name	Status	Position	Date of appointment
Binigill Limited	Active	Director	Appointed 20 January 2014
European Investments Solar Holdings Limited	Active	Director	Appointed 4 March 2014
InfraRed UK Tiger GP Limited	Active	Director	Appointed 27 May 2014
European Investments Solar Holdings 2 Limited	Active	Director	Appointed 21 July 2014
IRAF UK Dragon GP Limited	Active	Director	Appointed 27 January 2015
The Renewables Infrastructure Group (UK) Investments Limited	Active	Director	Appointed 28 April 2015
Paternoster Partners Limited	Active	Director	Appointed 26 June 2015
IRAF III Limited	Active	Director	Appointed 29 July 2015
IRAF II Limited	Active	Director	Appointed 22 October 2015

5.3 **Bryn Jones**

Jones has the following current appointments:

Company name	Status	Position	Date of appointment
InfraRed (Infrastructure) Capital Partners Limited	Active	Director	Appointed 4 January 2005
InfraRed Capital Partners Limited	Active	Director	Appointed 19 January 2010
InfraRed Capital Partners (Management) LLP	Active	LLP Member	Appointed 30 April 2011
Arctic Infrastructure Investments (UK) Limited	Active	Director	Appointed 20 August 2013

5.4 **Christopher Huxtable**

Huxtable has the following current appointments:

Company name	Status	Position	Date of appointment
InfraRed Capital Partners Limited	Active	Director	Appointed 3 November 1997
InfraRed Indochina Investments GP Ltd	Active	Director	Appointed 19 February 2008
Irere Kingdom 1 Limited	Active	Director	Appointed 2 December 2010
Irere Kingdom 2 Limited	Active	Director	Appointed 2 December 2010
Irere Kingdom Holdings Limited	Active	Director	Appointed 2 December 2010
InfraRed Capital Partners (GP Holdco) Limited	Active	Director	Appointed 10 December 2010
InfraRed European Active Real Estate Fund Trustee Limited	Active	Director	Appointed 10 December 2010
InfraRed European Active Real Estate General Partner Limited	Active	Director	Appointed 10 December 2010
Irere Eagle 1 Limited	Active	Director	Appointed 10 December 2010
Irere Eagle 2 Limited	Active	Director	Appointed 10 December 2010

Company name	Status	Position	Date of appointment
Irere Eagle Holdings Limited	Active	Director	Appointed 10 December 2010
Irere SIT 1 Limited	Active	Director	Appointed 10 December 2010
Irere SIT 2 Limited	Active	Director	Appointed 10 December 2010
Irere SIT Holdings Limited	Active	Director	Appointed 10 December 2010
InfraRed Capital Partners (Management) LLP	Active	Member	Appointed 30 April 2011
Cromwell Land Limited	Active	Director	Appointed 30 April 2011
Nessdale Limited	Active	Director	Appointed 30 April 2011
Q General Partner Limited	Active	Director	Appointed 18 July 2011
InfraRed Principal Book (GP) Limited	Active	Director	Appointed 3 August 2011
InfraRed UK Retail General Partner Limited	Active	Director	Appointed 23 February 2012
InfraRed UK Retail Nominee 1 Limited	Active	Director	Appointed 23 February 2012
InfraRed UK Retail Nominee 2 Limited	Active	Director	Appointed 23 February 2012
InfraRed UK Retail General Partner 2 Limited	Active	Director	Appointed 27 March 2012
InfraRed UK Retail Nominee 3 Limited	Active	Director	Appointed 27 March 2012
InfraRed UK Retail Nominee 4 Limited	Active	Director	Appointed 27 March 2012
InfraRed UK Lion GP Limited	Active	Director	Appointed 17 December 2013
InfraRed UK Lion Nominee 1 Limited	Active	Director	Appointed 17 December 2013
InfraRed UK Lion Nominee 2 Limited	Active	Director	Appointed17 December 2013
InfraRed UK Tiger GP Limited	Active	Director	Appointed 27 May 2014
InfraRed UK Tiger Nominee 1 Limited	Active	Director	Appointed 27 May 2014
InfraRed UK Tiger Nominee 2 Limited	Active	Director	Appointed 27 May 2014
InfraRed UK Dragon GP Limited	Active	Director	Appointed 27 January 2015
IRAF UK Dragon Nominee 1 Limited	Active	Director	Appointed 27 January 2015
IRAF UK Dragon Nominee 2 Limited	Active	Director	Appointed 27 January 2015
InfraRed Capital Partners (Holdco) Limited	Active	Director	Appointed 20 April 2015

5.5 **James Hall-Smith**

Hall-Smith has the following current appointments:

Company name	Status	Position	Date of appointment
InfraRed (Infrastructure) Capital Partners Limited	Active	Director	Appointed 4 January 2005
InfraRed Environmental Infrastructure GP Limited	Active	Director	Appointed 20 February 2008
Partnerships For Renewables Construction Holdco Limited	Active	Director	Appointed 17 March 2008
Partnerships For Renewables Development Company Limited	Active	Director	Appointed 17 March 2008

Company name	Status	Position	Date of appointment
Partnerships For Renewables Limited	Active	Director	Appointed 17 March 2008
InfraRed Capital Partners Limited	Active	Director	Appointed 6 May 2008
Maesgwyn Investments Limited	Active	Director	Appointed 17 September 2009
Solar Clean Energy Holdings Limited	Active	Director	Appointed 16 March 2011
Solar Clean Energy Intermediate Limited	Active	Director	Appointed 16 March 2011
InfraRed Capital Partners (Management) LLP	Active	Member	Appointed 30 April 2011
Green Frog Power 214 Limited	Active	Director	Appointed 7 June 2011
Green Frog Power Limited	Active	Director	Appointed 7 June 2011
European Investments (GFP) Limited	Active	Director	Appointed 20 July 2011
European Investments (Moron) 1 Limited	Active	Director	Appointed 20 July 2011
European Investments Moron) 2 Limited	Active	Director	Appointed 20 July 2011
European Investments (Olivenza) 1 Limited	Active	Director	Appointed 20 July 2011
European Investments (Olivenza) 2 Limited	Active	Director	Appointed 20 July 2011
Partnerships For Renewables CWFL Holdco Limited	Active	Director	Appointed 16 November 2012
European Investments (GFC) Limited	Active	Director	Appointed 14 January 2013
European Investments (PAC) Limited	Active	Director	Appointed 3 September 2013
Partnerships For Renewables Asset Company Holdings Limited	Active	Director	Appointed 3 September 2013
Partnerships For Renewables Asset Company Limited	Active	Director	Appointed 3 September 2013
GFP II Limited	Active	Director	Appointed 6 February 2015
Adret Limited	Active	Director	Appointed 23 February 2015
Arpasson Limited	Active	Director	Appointed 23 February 2015
Berangere Limited	Active	Director	Appointed 23 February 2015
GF Energy Limited	Active	Director	Appointed 23 February 2015
Viridis 178 Limited	Active	Director	Appointed 2 March 2015
InfraRed Infrastructure III General Partner Limited	Active	Director	Appointed 24 March 2015
Infrastructure Investments General Partner Limited	Active	Director	Appointed 7 July 2015
Infrastructure Investments Holdings Limited	Active	Director	Appointed 7 July 2015

5.6 **Tony Roper**

Roper has the following current appointments:

Company name	Status	Position	Date of appointment
InfraRed Capital Partners Limited	Active	Director	Appointed 10 May 2006
Infrastructure Investments General Partner Limited	Active	Director	Appointed 13 September 2006
ICB Securities 1 Limited	Active	Director	Appointed 12 March 2007
ICB Securities 2 Unlimited	Active	Director	Appointed 19 March 2007
Amalie Infrastructure Limited	Active	Director	Appointed 8 August 2007
Amalie PFI (UK) Limited	Active	Director	Appointed 16 August 2007
Redwood Partnership Ventures Limited	Active	Director	Appointed 9 October 2007
Infrastructure Investments (HSL Zuid) Limited	Active	Director	Appointed 29 February 2008
Infrastructure Investments Holdings Limited	Active	Director	Appointed 15 May 2008
InfraRed Infrastructure III General Partner Limited	Active	Director	Appointed 7 October 2010
HICL Infrastructure Company Limited	Active	Director	Appointed 25 March 2011
InfraRed Capital Partners (Management) LLP	Active	LLP Member	Appointed 30 April 2011
Academy Services (Norwich) Holdings Limited	Active	Director	Appointed 1 November 2011
Academy Services (Norwich) Limited	Active	Director	Appointed 1 November 2011
Academy Services (Oldham) Holdings Limited	Active	Director	Appointed 1 November 2011
Academy Services (Oldham) Limited	Active	Director	Appointed 1 November 2011
Brentwood Healthcare Partnership Holding Limited	Active	Director	Appointed 1 November 2011
Brentwood Healthcare Partnership Limited	Active	Director	Appointed 1 November 2011
Hadfield Healthcare Partnerships Holding Limited	Active	Director	Appointed 9 November 2011
Hadfield Healthcare Partnerships Limited	Active	Director	Appointed 9 November 2011
Blue Light Holdings Limited	Active	Director	Appointed 19 December 2011
CSES (Dorset) Limited	Active	Director	Appointed 19 December 2011
Infrastructure Investments (Portal) GP Limited	Active	Director	Appointed 19 December 2011
Infrastructure Investments (Portal) Limited	Active	Director	Appointed 19 December 2011
Infrastructure Investments (Roads) Limited	Active	Director	Appointed 19 December 2011
New Intermediate Care Limited	Active	Director	Appointed 19 December 2011

Company name	Status	Position	Date of appointment
New Schools Investment Company Limited	Active	Director	Appointed 19 December 2011
Schools Investment Company (IRL) Limited	Active	Director	Appointed 19 December 2011
InfraRed Infrastructure Yield General Partner Limited	Active	Director	Appointed 7 June 2012
InfraRed Infrastructure Yield Holdings Limited	Active	Director	Appointed 18 June 2012
Central Blackpool PCC Holding Company Limited	Active	Director	Appointed 4 July 2012
Central Blackpool PCC Limited	Active	Director	Appointed 4 July 2012
Redwood Partnership Venture 2 Limited	Active	Director	Appointed 31 July 2012
Yorker Holdings PKR Limited	Active	Director	Appointed 13 December 2012
Zealburg Holdings Limited	Active	Director	Appointed 13 December 2012
Infrastructure Investments (Portsmouth) Limited	Active	Director	Appointed 14 March 2013
HDM Schools Solutions (Holdings) Limited	Active	Director	Appointed 26 March 2013
HDM Schools Solutions Ltd.	Active	Director	Appointed 26 March 2013
R B L H Medway Investment Company Limited	Active	Director	Appointed 29 April 2013
RBLH Limited	Active	Director	Appointed 29 April 2013
RBLH RWF Investment Company Limited	Active	Director	Appointed 29 April 2013
RL Investment Limited	Active	Director	Appointed 29 April 2013
European Healthcare Projects Limited	Active	Director	Appointed 24 May 2013
The Renewables Infrastructure Group (UK) Limited	Active	Director	Appointed 21 June 2013
Manchester Housing (MP Equity) Limited	Active	Director	Appointed 27 June 2013
Manchester Housing (MP Subdebt) Limited	Active	Director	Appointed 27 June 2013
Manchester Housing (MP Topco) Limited	Active	Director	Appointed 27 June 2013
Blue3 (Gloucestershire Fire) (Holdings) Limited	Active	Director	Appointed 28 June 2013
Blue3 (Gloucestershire Fire) Limited	Active	Director	Appointed 28 June 2013
Infrastructure Investments (Defence) Limited	Active	Director	Appointed 24 December 2013
Road Infrastructure (Ireland) Limited	Active	Director	Appointed 30 January 2014
European Investments Solar Holdings Limited	Active	Director	Appointed 4 March 2014
European Investments Solar Holdings 2 Limited	Active	Director	Appointed 21 July 2014

Company name	Status	Position	Date of appointment
The Renewables Infrastructure Group (UK) Investments Limited	Active	Director	Appointed 28 April 2015
InfraRed (Infrastructure) Capital Partners Limited	Active	Director	Appointed 11 August 2015
Infrastructure Investments (A63) Holdings Limited	Active	Director	Appointed 6 January 2016
Academy Services (Sheffield) Holdings Limited	Active	Director	Appointed 4 February 2016
Academy Services (Sheffield) Limited	Active	Director	Appointed 4 February 2016

MIAMI BEACH MOBILITY PARTNERS

Sacyr Infrastructure USA

- Significant contract disputes reported regarding spiraling cost overruns (appear to exceed $2.5 billion), for the Sacyr consortium's work on the Panama Canal extension project, including allegations that Sacyr intentionally underbid the project and, in particular, the concrete work for the project
- Involvement in "Barcenas Affair" corruption scandal in Spain and allegations from the papers of a PP party treasurer and senator, Luis Barcenas, that the PP Party in Spain kept a parallel bookkeeping system through Swiss bank accounts and that Sacyr, among others, made undeclared and illegal cash donations to pay bonuses to senior members of the party
    - Sacyr has denied all allegations, including the specific allegations that a Sacyr subsidiary, Sufi, made a EUR 200,000 payment to Jose Angel Cañas, a member of the PP, in exchange for a government street-cleaning contract in Castilla-La Mancha
- In 2005, media reports indicate that Sacyr's former President was under investigation by the Madrid public prosecutor, alleging that Sacyr's President was involved in theft of water from a river that was then sold to local famers and used on urban projects; Sacyr denied participation in the water theft enterprise
- Kroll lists at least 5 instances in 2016 where Sacyr was involved in litigation in Spanish courts.

Proposal submission disclosures

- Miami Beach Mobility Partners did not make any litigation disclosures for Sacyr Infrastructure USA

URS Energy and Construction/AECOM

- Kroll identified 7 federal lawsuits naming URS Energy and Construction, including a federal whistleblower complaint filed by a former employee, Walter Tamosaitis, at the Hanford Nuclear Site in Washington, where URS was a subcontractor under Bechtel. Tamosaitis claims he identified over 100 issues at the nuclear waste treatment site that needed to be addressed, and alleged that his concerns were ignored so as to not compromise a $6 million milestone payment due to Bechtel
- URS settled the Tamosaitis whistleblower lawsuit for $4.1 million. Tamosaitis later testified before the U.S. Senate Homeland Subcommittee on Financial and Contracting Oversight, stating his concerns were later validated by investigations of the Defense Nuclear Facilities Safety Board and the Department of Energy
- In AECOM's February 2016 SEC 10-Q filing, AECOM reported that the federal government is conducting an investigation into URS compliance issues at the Hanford Nuclear Site
- In April 2016, it was reported that a leak at one of the Hanford nuclear waste tanks had significantly worsened. According to the news reports, AECOM was aware of issues with the storage tanks as early as 2011, but had failed to address any related for nearly a year. The Department of Energy has stated there is no indication the leaks pose a risk to the public
- Pursuant to the False Claims Act the Department of Justice sought damages and civil penalties against URS, as well as a refund for all amounts paid under contracts approximating $ 373 million, for a potential violation of USAID origin and nationality regulations in connection with five USAIFD-financed projects located in Egypt. URS denied wrongdoing, and settled the case for $9 million in January of 2016 with no admission of liability.
- Kroll reports also include information with respect to at least 1 other whistleblower complaint against URS re: its participation in the Hanford Nuclear Site
- Kroll reports several complaints alleging workplace discrimination and hostile work environment, most of which were either dismissed or resolved in favor of URS

- Kroll reports at least 12 state level cases naming URS as a party in the last 5 years

Proposal submission disclosure

- Miami Beach Mobility Partners disclosed 7 cases for URS EC and 14 cases for AECOM

Brookville Equipment Co.

- Kroll identified one federal product liability lawsuit involving the death of Ryan Thatcher, who was operating a mining locomotive manufactured by Brookville. The estate claimed the locomotive provided inadequate visibility and was improperly designed in that it lacked a mechanism to prevent operation when the canopy safety hatch was not full closed. The lawsuit was settled.
- Kroll identified two other product liability actions; one case alleged Brookville negligently engineered and failed to place sufficient warnings on its locomotives (parties stipulated to a dismissal); another case alleged the breaks and other safety systems on a Brookville vehicle did not function and was dismissed with prejudice

Proposal submission disclosures

- Miami Beach Mobility Partners did not disclose any matters for Brookville

John Laing Investments Ltd.

Proposal submission disclosures

- Miami Beach Mobility Partners did not disclose any litigation for John Laing, and the Kroll report did not identify any notable matters.

June 22, 2016

Miami Beach Mobility Partners

Prepared for: Miami Beach – Office of the City Attorney

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1. INTRODUCTION AND METHODOLOGY

The City of Miami Beach – Office of City Attorney ("the client") has retained Kroll to conduct due diligence inquiries of the following entities:

- **John Laing Investments Limited** ("John Laing Investments") – full scope in U.K. and limited screening inquiries in the U.S.
- **SACYR Infrastructure USA** ("SACYR") – full scope in Spain and limited screening inquiries in the U.S.
- **URS Energy and Construction** ("URS Energy and Construction") – full scope in the U.S.
- **Brookville Equipment Co.** ("Brookville") – full scope in the U.S.

In the U.S., the objective of the investigation was to identify material legal proceedings, significant business or personal controversies, corporate governance issues, undisclosed business interests or any other issues that might reflect on the subjects' reputation, character or credibility. The investigation included research and analysis of public record sources only, including: civil, criminal and bankruptcy filings in federal and state court jurisdictions, as well as selected local jurisdictions where research indicated that the subjects have lived and/or worked; lien, judgment and UCC indices; regulatory filings; business registrations; U.S. Tax Court filings; local, national and trade media sources; and the Internet. Kroll's investigation included online database research in available jurisdictions, as well as targeted onsite field research in jurisdictions known to be affiliated with the subjects. No reputational source inquiries were conducted.

In Spain, the investigation included research and analysis of public record sources, including: corporate registry information; litigation searches,[1] including research of judgment records on file with the Supreme Court, the National Audiences, the Provincial Audiences, and the Superior Courts of Spain; regulatory searches, including the National Securities Market Commission and the Ministry of Finance and Public Administration; fraud and anti-money laundering database research; and a comprehensive Spanish-language media review for any other issues of concern. Kroll notes that due to Spanish privacy laws, litigation records are not always made publicly-available and as a result, these searches cannot be considered fully comprehensive.

In U.K., Kroll's research was aimed at identifying adverse findings in materials available in the public domain, including media archives and online press databases; corporate filings available in Companies House; litigation and judgements; bankruptcy and insolvency records; and regulatory filings, including Disqualified Directorship searches, government and financial watch lists, and FCA disciplinary history (where applicable).

Kroll's online searches cover jurisdictions that make their information available to third parties. Certain jurisdictions do not provide their information in this way. Information and periods covered in criminal searches varies from county-to-county and state-to-state. With respect to criminal records, some jurisdictions only provide information on felonies whereas many jurisdictions report convictions only.

Kroll notes that these subject companies are significantly large in size and public profile, many with global operations and multiple subsidiaries. As a result and due to the narrow budget/scope

[1] In Spain, court documents are not a matter of public record and privacy regulations protect individuals' judicial records. This limits Kroll's ability to find information such as an individual's or company's criminal record or history, or the current status of litigation. Consulted databases may contain a non-exhaustive number of judgment rulings.

restrictions for this first phase of the investigation, Kroll's searches were conducted on the main bidding entity with additional checks to identify issues with (but not necessarily full summaries of) the parent companies or sibling subsidiaries. While general international media searches were conducted, more focused public records searches were only conducted in the jurisdictions noted above. Further, this first phase relied heavily on readily available media profiles and did not include the retrieval or review of all available primary source materials. Additional research in subsequent phases and as requested by the client can be conducted into any concerns included in this report.

The information contained in this report is based upon a review of publicly-available records. As such, the information presented relies upon the accuracy of those records, which has not been corroborated by Kroll.

2. EXECUTIVE SUMMARY

2.1.1 John Laing Investments Limited (U.K. / U.S.)

John Laing Investments is the investment arm of John Laing Group plc, an established and prominent construction and infrastructure company that is listed on the London Stock Exchange.

John Laing Investments executes investments and acts as operator and manager of infrastructure assets on behalf of John Laing Group plc. John Laing Investments primarily invests in so-called Public Private Partnership projects and renewable energy infrastructure companies, with a particular focus on wind, solar, and biomass power generation.

Neither John Laing Investments Limited nor any of the subjects was found to have been the focus of direct adverse press comment. However, one of the Public Private Partnerships in which John Laing Investments has been involved has generated adverse comment, as detailed further below.

Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for John Laing Investments or the members of the executive team researched for this report, nor are the subjects mentioned in searchable online litigation databases. There are, however, certain limitations in UK litigation records, as noted in the report.

None of the executives are included in the Individual Insolvency Register for England and Wales ore mentioned in the historical archive of the London Gazette, which publishes bankruptcy notices.

Searches of various U.S. and international regulatory oversight agencies, which maintain databases containing information on companies and individuals subject to various government sanctions, did not identify any references to John Laing Investments.

John Laing Investments Ltd. operates in the United States under the name "John Laing (USA) Ltd."

Kroll conducted nationwide research for federal civil litigation and criminal proceedings filed within the last 20 years and did not identify any records naming the subject. At the state level, Kroll conducted nationwide online searches as well as onsite research in New York County, New York for litigation naming John Laing Investments. Kroll did not identify any records naming the subject.

Kroll identified one New York State tax lien naming the subject for $1,482 that was filed in 2011. It has since been released. John Laing Investments was not identified in any international "watch" lists to which Kroll subscribes.

2.1.2 SACYR Infrastructure USA (Spain / U.S.)

Sacyr Infrastructure USA LLC is part of the Sacyr Group, formerly known as Sacyr Vallehermoso, a Spain-based diversified group of entities engaged in construction, property development, concessions and services.

Kroll conducted Spanish-language media research for news articles, press releases and other reports involving Sacyr and identified thousands of media references to the company and its affiliated entities, primarily in the form of news reports on Sacyr's projects, legal disputes and partnerships with other firms. The bulk of the information identified was media reports in relation to transactions and contracts which occur in the normal course of business; however, Kroll's investigation identified several allegations in the press of environmental crime, fiscal evasion, stock manipulation and corruption which implicated Sacyr in Spain and its then-President, Luis Del Rivero.

Kroll's regulatory searches identified two references to actions taken by regulatory bodies against the parent company:

The first instance relates to claims by the French regulator, the Autorité des Marchés Financiers ("AMF"), that Sacyr violated stock market rules prior to its EUR 6.5 billion bid to win control of Eiffage. In March 2010, the AMF disciplined Sacyr and fined it EUR 300,000 for concealing the fact that its ownership of Eiffage capital had crossed a disclosure threshold.

The second regulatory action relates to the company's operations in Chile through its subsidiary, Sacyr Chile, S.A. The company was sued along with 14 other entities by Chile's Production Development Corporation ("Corfo") for "damages caused by the irregular removal of financial instruments" from Inverlink Corredores de Bolsa S.A. The companies were collectively ordered to pay Corfo CHP 33,151,103,037 (USD 48,238,501); of the total amount, Constructora ACS-Sacyr Chile S.A. was ordered to pay CHP 8,194,805,500 (USD 11,924,343).

Kroll searched for adverse public records, litigation, criminal records, bankruptcy filings, judgments, liens, Uniform Commercial Code filings, media and regulatory actions naming SACYR Infrastructure USA in the United States. Kroll identified no records naming the subject in the United States.

Kroll also performed searches of compliance databases that list those suspected of organized crime, drug trafficking, money laundering, terrorist activities or corruption. Kroll identified no adverse records naming SACYR Infrastructure USA in the United States.

2.1.3 URS Energy and Construction (U.S.)

URS Energy and Construction is a provider of engineering, construction and technical services, and is incorporated in Ohio with a location in Idaho. URS Energy and Construction is a subsidiary of Aecom Technology Corporation.

Kroll identified seven federal lawsuits naming URS Energy Construction as a party, with the exception of the two whistleblower complaints described below, all of the lawsuits were within the normal course of business. Kroll identified over 400 lawsuits naming the company by its former name, Washington Group International; approximately 26 of these suits were filed by the company, and approximately 244 named the company as defendant. Kroll reviewed the 13 cases filed within the past five years which name the company as defendant.

Kroll identified two federal whistleblower complaints against URS Energy and Construction in its capacity as a subcontractor at the Hanford Nuclear Waste Treatment Plant. In November 2011, Dr. Walter Tamosaitis filed a complaint alleging that the company fired him after he repeatedly brought up numerous safety violations occurring at Hanford. In August 2015, the case was settled in the plaintiff's favor for approximately $4 million. Donna Busche, the plant's former Manager of Environmental and Nuclear Safety, filed a similar complaint in February 2013, alleging that she had been discriminated against at URS Energy and Construction for disclosing a number of safety issues. Busche was fired from her position at the company in February 2014. In March 2014, she dismissed her case in order to file a new claim with the Department of Labor. According to a 2016 Aecom SEC filing, the company is under investigation by the federal government regarding contractual compliance and various technical issues in the design, development and construction of the Hanford Nuclear Waste Treatment Plant.

Kroll identified 12 state level lawsuits naming URS Energy and Construction, all of which were filed in the normal course of business. Kroll identified 11 judgments and liens naming URS Energy and Construction as debtor. URS Energy and Construction was the subject of four OSHA inspections which contained violations. Two of these violations did not result in penalties.

URS Energy and Construction was not identified in any international "watch" lists to which Kroll subscribes.

2.1.4 **Brookville Equipment Co. (U.S.)**

Kroll searched for adverse public records, litigation, criminal records, bankruptcy filings, judgments, liens, Uniform Commercial Code filings, media and regulatory actions naming Brookville Equipment Co. Kroll also performed searches of compliance databases that list those suspected of organized crime, drug trafficking, money laundering, terrorist activities or corruption.

Kroll identified three federal level lawsuits naming Brookville or its affiliates:

- Brookville was named as a plaintiff in a flood insurance contract lawsuit related to a denial of coverage filed on June 11, 1997. The court found that Brookville failed to submit a timely claim and dismissed the case. Brookville appealed, and, on appeal, Brookville and the insurance company filed a stipulation to dismiss and the case was dismissed.

- In May 2012, Brookville was named as a defendant in a product liability lawsuit. According to the lawsuit, a mine worker was injured and killed in an accident while operating a Brookville mining locomotive and standing with his head outside the locomotive's hatch. The worker's estate alleged that the locomotive had been designed negligently. Brookville subsequently settled the case.

- Brookville filed a patent lawsuit on January 11, 2013. The case was resolved through mediation and Brookville and the defendant, locomotive company A. L. Lee Corporation, filed a confidential settlement agreement.

Brookville was named in an administrative settlement filed on July 30, 2015 with the Environmental Protection Agency. The settlement stated that Brookville manufactured and shipped locomotives without receiving approval that they conformed to emissions standards, as required by law. Brookville agreed to pay a penalty of $202,000.

Kroll identified four state level lawsuits naming Brookville:

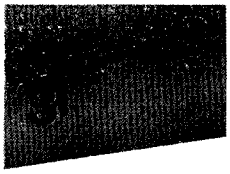
- A workmen's compensation lawsuit and negligence lawsuit filed on May 24, 2006 and January 8, 2007, both naming Brookville as a defendant, pertained to alleged injuries that mine workers sustained while working with Brookville mining locomotives. Both cases were resolved in a stipulation of dismissal.

- On February 23, 2011, Brookville was named as a defendant in a dispute over a contract that it had been awarded to build commuter locomotives for the South Florida Regional Transportation Authority. The plaintiff, a losing bidder, alleged that the South Florida Regional Transportation Authority had unfairly favored Brookville. The case attracted some negative press, as Florida state lawmakers criticized the decision. The case was voluntarily dismissed by the plaintiff.

- On June 20, 2012, Brookville filed a lawsuit against the City of Cincinnati to block the release of an un-redacted version of its bid to provide commuter locomotives to the city. Brookville cited concerns about making public their trade secrets contained within the bid. The court refused to block the release of the un-redacted documents.

Kroll identified one judgment and two tax liens naming Brookville Equipment Co., filed between 2007 and 2010. One of the tax liens, filed on August 13, 2007, was for $164,827.50 and no release information was identified. The second tax lien, filed on May 28, 2010, was for $6,389. It was released on an unstated date.

Kroll identified 54 Uniform Commercial Code filings naming Brookville Equipment Co., filed between 1984 and 2016.



3. JOHN LAING INVESTMENTS LIMITED

3.1 Research in the U.K.

3.2 Identification

John Laing Investments Limited was incorporated on November 7, 1963 as John Laing (Overseas) Limited. Its name was changed to John Laing Holdings Limited in 1988, to John Laing Investments Limited in 1997, to Laing Investments Limited in 2000 and to its current name on August 14, 2007. Its registered address is 1 Kingsway, London WC2B 6AN.[2]

John Laing Investments is part of the John Laing Group, which has its origins in the housebuilding business founded by James Laing in 1846 and later expanded by his son John Laing. Regarded as the "flagship" of the UK construction sector, the firm worked on prestigious projects including Britain's first motorway (the M1) and the Millennium Dome.

However, costly overruns on some construction projects including the Millennium Stadium in Cardiff caused heavy losses and, in 2001, John Laing sold its construction division for £1. It then divested its housebuilding, property development, plant hire and retirement home businesses to focus on infrastructure investment through Laing Investments as it was then known.[3]

The infrastructure investment business was boosted in March 2003, when Laing Investments bought eight projects from Amey plc.[4]

John Laing Investments participated in the UK's private finance initiative programme ("PFI") from the start before expanding into overseas markets.

3.2.1 Affiliated Entities

John Laing Investments lists 16 wholly-owned investment entity subsidiaries in its 2014 annual report.

The 2014 annual report lists ten UK investment companies and six overseas investment companies, in the Netherlands and US. It also lists 32 UK project companies and 13 overseas project companies in Europe, the US and Australasia.

A list of investment entities and project companies is provided in Appendix One.

John Laing Investments owns 6.98 per cent of John Laing Environmental Assets Group Limited ("JLEN"), an environmental infrastructure projects fund which is incorporated in Guernsey and listed on the main market of the London Stock Exchange. It was originally a cornerstone investor, subscribing to 39.7 per cent of the JLEN IPO in 2014.[5]

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2 According to UK Companies House research.

3 *Financial Times*, May 15, 2015.

4 *Western Morning News (Plymouth)*, March 18, 2003.

5 http://www.4-traders.com/JOHN-LAING-ENVIRONMENTAL-16113730/company/

3.2.2 Activities

John Laing Investments is a specialist investor, as well as operator and manager of infrastructure assets on behalf of its ultimate parent, John Laing Group plc.

It primarily invests in Public Private Partnership ("PPP") projects and renewable energy infrastructure companies with a focus on onshore windfarms, solar PV parks and biomass plant. The sectors in which it has invested include: criminal justice, defence, education, emergency services, healthcare, leisure, office accommodation, rail, regeneration, renewable energy, waste treatment, roads and bridges, street lighting and highway maintenance and telecoms and utilities.[6]

John Laing Investments operates in three main geographical regions: Europe (including the UK), North America (Canada and US) and Asia Pacific (Australia and New Zealand). As of December 31, 2014, it had 26 UK projects and 14 overseas projects in its investment portfolio.

According to its 2015 annual report, as of December 31, 2015, John Laing Group held 39 investments in infrastructure projects in 11 countries, with a book value of £825 million.

3.2.2.1 *Recent Newsworthy Developments*

- John Laing Investments is in partnership with Hitachi Rail Europe in Agility Trains, which will provide the super express train service on two phases of the UK Intercity Express Programme: Agility Trains West owned by Hitachi Rail Europe (70 per cent), John Laing Investments (24 per cent) and MetLife Private Capital Investors (6 per cent); and Agility Trains East owned by Hitachi Rail Europe (70 per cent) and John Laing Investments (30 per cent).[7] The contracts were awarded in 2012 and the first trains will go into service in December 2017.[8]

- John Laing Investments partnered with Skanska Infrastructure Development as an equity member in the I-4 Mobility Partners consortium to win the US$2.3 billion "I-4 Ultimate" project to rebuild a 21-mile stretch of Interstate 4 ("I-4") in Central Florida. They broke ground on the seven year project last year.[9]

- In October 2015, John Laing Investments Limited committed £27 million towards the £137 million total cost of a new 27.7MW biomass combined heat and power plant at Cramlington in Northumberland. UK Green Investment Bank plc invested £23 million and Barclays provided the rest of the funding as debt.[10]

- John Laing bought Glencarbry Windfarm in County Tipperary, Ireland from Ecopower Limited in June 2015.[11] In January 2016, John Laing Investments awarded a contract to Nordex to install and service 35MW (12 turbines) at the wind farm.[12]

- In early 2016, John Laing Investments concluded framework agreements with the German wind farm developer WKN AG to acquire 50MW of wind energy projects in France and 40MW in Poland, subject to building and operational approval. WKN will construct the wind farms as a contractor to John Laing.[13]

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6 http://www.laing.com/what-we-do/project_portfolio/by-sector.html

7 http://www.agilitytrains.com/about-us

8 *New Civil Engineer*, March 30, 2015.

9 *Florida Trend*, October 2015.

10 *Worldwide Energy*, October 2015.

11 http://www.laing.com/project_portfolio/116/131/glencarbry-wind-farm.html

12 http://www.energybusinesseurope.com/2016/01/14/nordex-nabs-35mw-in-ireland/

13 AWP OTS, February 5, 2016.

3.2.2.2 *Outstanding Bids*

- In July 2015, Front Range Mobility Group was one of four firms selected by the Colorado Department of Transportation to bid on the I-70 East road improvement project. The equity members of Front Range Mobility Group are Hochtief PPP Solutions North America Inc., ACS Infrastructure Development Inc., Aecom Capital Inc. and John Laing Investments Limited.[14] The successful bidder will be announced in spring 2017.[15]

- John Laing Investments is a member of Maryland Transit Connectors, one of four bidders for the US $2 billion project to build and operate the Purple Line rail system between Bethesda in Montgomery County and New Carrollton in Prince George's County. InfraRed Capital Partners is part of a rival consortium – Maryland Purple Line Partners. As of December 2015, the state had not yet committed to using a public-private partnership to develop the project but was seeking proposals.[16]

- John Laing Investments is part of Legacy Link Partners, one of three bidders shortlisted in January 2016 by the Windsor-Detroit Bridge Authority for the Gordie Howe International Bridge project linking the US and Canada.[17]

- John Laing Investments is part of Northlink, one of three shortlisted bidders for the Puhoi to Warkworth motorway project in New Zealand. The other members of the consortium are Cintra Developments Australia, InfraRed Infrastructure III General Partner, Ferrovial Agroman, and Fulton Hogan. The contract is expected to be awarded in October 2016.[18]

- John Laing Investments is part of the Combination Eemhoek consortium, one of three bidders shortlisted by the Dutch waterways agency Rijkswaterstaat for a €200-€250 million project to develop sections of the A-27 and A1 roads. The other members of Combination Eemhoek are Dura Vermeer, Besix Group and Rebel.[19]

- In March 2016, the Parkway-6 consortium, of which John Laing Investments is a member, was named as the preferred bidder for the A6 road upgrade project in the Netherlands. They were bidding on a €300 million design, construction, finance and maintenance concession contract under a public-private partnership.[20] It was announced on 8 June 2016 that Parkway-6, comprising Dura Vermeer, BESIX, Rebel Valley and John Laing Investments, has won the project. The European Investment Bank is contributing almost €80 million.[21]

- In partnership with Aecom Capital, John Laing Investments is one of four shortlisted bidders for a US$1.8 billion design, finance, construction, operation and maintenance concession contract to widen a 12-mile stretch of Interstate 70 in Denver. However, environmental and civic groups have filed a lawsuit against the federal Environmental Protection Agency and director Gina McCarthy over revisions to the Clean Air Act which made the project eligible for federal funding. The state is expected to choose a private partner in autumn.[22]

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14 http://www.frontrangemobilitygroup.com/en/our-team

15 https://www.codot.gov/programs/high-performance-transportation-enterprise-hpte/projects/i-70/i-70-east-1/i-70-east-documents/projectschedule.pdf

16 *Infrastructure Investor*, December 16, 2015.

17 http://www.bridgeweb.com/Three-teams-shortlisted-for-US-Canada-bridge/3870

18 http://contractormag.co.nz/contractor/ara-tuhono-puhoi-to-warkworth/

19 *Business Monitor Online*, January 13, 2016.

20 *Business Monitor Online*, March 29, 2016.

21 https://ec.europa.eu/commission/2014-2019/katainen/announcements/investment-plan-europe-financial-close-widening-a6-motorway-netherlands_en

22 *The Bond Buyer*, March 22, 2016.

3.2.2.3 *Unsuccessful Bids*

- John Laing Investments was a member of the TransForm consortium, which failed to win the operations, trains and systems contract for the North West Rail Link automated metro in Sydney, Australia in 2014.[23]

- In 2014, the SecurePathways consortium, which included John Laing Investments, unsuccessfully bid for the $420 million contract to construct the new Ravenhall Prison in Melbourne, Australia.[24]

- Also in 2014, John Laing Investments lost out on a license to become the offshore transmission operator at the West of Duddon Sands project off the Cumbrian coast. Ofgem awarded the £296 million contract to the Blue Transmission consortium.[25]

- John Laing Investments was part of the Commonwealth Bridge Partners consortium which unsuccessfully bid for the Pennsylvania US$899 million Rapid Bridge Replacement project in 2014. Keystone Bridge Partners, which included InfraRed Capital Partners, was also unsuccessful.[26]

- John Laing Investments was one of the members of the Astrela consortium which bid for the construction, financing, operations and maintenance concession contract on the Bratislava ring road D4-RZ project – one of the largest PPP infrastructure projects in Central Europe. The other consortium members were Strabag of Austria, Reding Infrastructure and Strabag Motorway.[27] The Obchvat Nula consortium won the contract.[28]

3.2.2.4 *Divestments*

- In March 2014, John Laing Investment sold all its shares in John Laing Infrastructure Fund Limited for a net consideration of £38.9 million.[29]

- In November 2015, John Laing Investments and John Laing Investments Mauritius (No. 1) sold their 11.9 per cent stake in Dhule Palesner Tollway in India to Sadbhav Infrastructure Project.[30]

3.3 **Directors**

John Laing Investments has the following current directors:

Name	Date of Appointment
Derek Potts	August 3, 2001
Christopher Brian Waples	September 1, 2007
Patrick Francis John O'Donnell Bourke	August 17, 2011
Brett Johannes Theodorus Pieterse	November 4, 2011
Carolyn Tracy Cattermole	secretary since September 27, 2012, director since August 16, 2013
Philip Naylor	September 4, 2015

The company's former directors are listed in Appendix One.

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23 *TendersInfo*, June 25, 2014.

24 *Financial Services Monitor Worldwide*, September 16, 2014.

25 *TendersInfo*, July 14, 2014.

26 *Infrastructure Investor*, October 27, 2014.

27 *SME*, November 13, 2015.

28 http://www.infrastructure.porr.pl/index.php?id=6153&L=1&tx_ttnews%5Btt_news%5D=4439&cHash=bf76c5fd282e7d34f3adebe44f48a39a

29 John Laing Investments Limited 2014 Accounts

30 *Pivotal Sources*, November 2, 2015.

3.4 Ownership

In April 2015, the issued share capital of John Laing Investments was reduced through a special resolution from £30,000,000 to £10,000. John Laing Limited owns the company's 10,000 £1 ordinary shares. Its ultimate parent is John Laing Group plc.

3.5 Financials

In the financial year ended December 31, 2014, John Laing Investments made a group operating profit of £158.2 million on income of £176.2 million compared with an operating profit of £142.8 million on income of £215.7 million the previous year. At December 31, 2014, it had total group assets of 895.9 million and net assets of £686.9 million compared with total assets of £722.5 million and net assets of £579.4 million a year earlier.

3.5.1 Charges

The following outstanding charges are registered against John Laing Investments:

- A deed of pledge of shares in the capital of Speyside Renewable Energy Partnership Hold Co Limited in favor of BNY Mellon Corporate Trustee Services Limited (as security trustee) created on August 27, 2014.
- A security agreement over loan notes in favor of BNY Mellon Corporate Trustee Services Limited (as security trustee) created on August 28, 2014.
- A charge over accounts between Agility Trains West Limited (borrower) and John Laing Investments Limited (charging company) and The Bank of Tokyo-Mitsubishi UFJ Ltd (account bank) and BTMU (Europe) Limited (security trustee) created on July 7, 2015.
- A security agreement over loan notes in favor of Barclays Bank plc created on September 17, 2015.

3.6 Media Profile

John Laing Investments' media profile is mostly derived from its membership of various consortia and the bids they have made on infrastructure projects, as described in the sections above. Ongoing contracts are often referred to as simply "John Laing projects" rather than John Laing Investments.

Kroll identified the following issue concerning a contract in which John Laing has been involved:

John Laing Investments is part of the Octagon Healthcare consortium, which won the contract for the design, construction, finance and part operation of Norfolk and Norwich University hospital. The other consortium members are 3i plc, Barclays UK Infrastructure Fund, Innisfree PFI Fund and Serco Investments.[31]

Work began in 1998 and the main construction phase finished in 2001. The building cost was £159 million but the National Health Service Trust which runs it has to pay £832 million rent per annum up to 2037. In 2003, the hospital's borrowing was geared up from £200 million to £308, generating refinancing gains of £116 million. £82 million went to the consortium, increasing their return on investment from under 20 per cent to 60 per cent. A report by the Commons Public Accounts Committee in 2006 concluded that the consortium had "bamboozled" inexperienced executives at the NHS Trust and declared it to be the "unacceptable face of capitalism".[32] In 2009, Dr Chris

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[31] http://www.nnuh.nhs.uk/departments/serco/

[32] http://www.thisismoney.co.uk/money/news/article-1598435/Barclays-in-NHS-rip-off-scandal.html

Edwards of the University of East Anglia estimated that the NHS Trust would save £217 million if it bought itself out of the contract.[33]

3.6.1 Litigation

3.6.1.1 *Register of Judgments, Orders and Fines for England & Wales*

Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for John Laing Investments.

The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier.

3.6.1.2 *UK Civil and Criminal Litigation*

Searches of the relevant legal databases and media reports found no mention of John Laing Investments as having been involved as a named party in any reported litigation in the UK.

This does not represent a definitive conclusion that the subject has not been involved in civil or criminal proceedings in this country. Whilst statements of case are available for public inspection, such information is not available on an online database. This means that, unless it is known in advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable UK litigation archives do not contain information from criminal cases.

3.7 **International Regulatory and Financial Crimes Watch-Lists**

Searches of various U.S. and international regulatory oversight agencies, which maintain databases containing information on companies and individuals subject to various government sanctions, did not identify any conclusive references to John Laing Investments.

Databases checked include, but are not limited to: the Bank of England, the UK Financial Conduct Authority, the United Nations Security Council Committee, the U.S. Federal Bureau of Investigation, the U.S. Securities and Exchange Commission, or the U.S. Treasury's Office of Foreign Assets Control. A full list of databases can be supplied on request.

It should be noted that current investigations are not a matter of public record and would not be revealed in the searches conducted by Kroll.

3.8 **Key Executives**

3.8.1 Chris Waples

3.8.1.1 *Background*

Christopher Brian Waples ("Waples") was born on January 31, 1959 and is British, according to UK corporate records.

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[33] *Guardian*, June 1, 2009.

Waples joined John Laing Group in 2007 as operations director. He is now the group managing director for asset management and chair of the investment committee. A member of the executive team, he is also the director responsible for IT and health and safety within the group as well as being a trustee of the John Laing Charitable Trust.[34] He is a member of education leadership team of Business in the Community, whose president is Prince Charles.[35]

He previously worked for Blue Circle plc, Scottish Power plc and Amey plc, where he was the director in charge of public and private sector facilities management.[36]

The following addresses have been identified as being linked to Waples:

- Clovermead, Lyons Road, Slinfold, Horsham, West Sussex RH13 0QS (2007 to 2014)
- 1 Knights Acre, Station Road, Billingshurst, West Sussex, RH14 9RE (1995 to 2006)
- The Hollies, Ford, Salisbury, Wiltshire SP4 6DH (1994)

3.8.1.2 *Corporate Affiliations*

United Kingdom

Waples has nine current UK appointments[37], all of which are with companies in the John Laing Group or joint ventures.

A list of his current appointments is provided in Appendix One.

He is believed to have 49 previous UK appointments.[38]

3.8.1.3 *Adverse Media Search*

Searches of press archives have identified no significant red flags concerning Waples. He has a low media profile.

Litigation, Insolvency and Bankruptcy

Litigation

Register of Judgments, Orders and Fines for England & Wales
Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for Waples at addresses at which he is known to have lived in the last six years.

The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier. Searches of individuals must be conducted in conjunction with a UK address.

UK Civil and Criminal Litigation
Searches of the relevant legal databases and media reports found no mention of Waples as having been involved as a named party in any reported litigation in the UK.

This does not represent a definitive conclusion that the subject has not been involved in civil or criminal proceedings in this country. Whilst statements of case are available for public inspection, such information is not available on an online database. This means that, unless it is known in

advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable UK litigation archives do not contain information from criminal cases.

Insolvency and Bankruptcy

Waples is not included in the Individual Insolvency Register for England and Wales. The Individual Insolvency Register contains details of bankruptcies that are current or have ended in the last three months; debt relief orders that are current or have ended in the last three months; current individual voluntary arrangements and fast-track voluntary arrangements, including those that have ended in the last three months; current bankruptcy restrictions orders or undertakings and interim bankruptcy restrictions orders; current debt relief restrictions orders or undertakings and interim debt relief restrictions orders. It should however be noted that, should an individual pay off their debts, their name would be removed from the Register.

Searches of the historical archive of the London Gazette, which publishes bankruptcy notices, revealed no references to Waples.

3.8.2 Patrick O'Donnell Bourke

3.8.2.1 *Background*

Patrick Francis John O'Donnell Bourke ("O'Donnell Bourke")[39] was born on March 22, 1957 and is British, according to UK corporate records.

He has been the group finance director of John Laing Group since 2011.

After qualifying as a chartered accountant with Peat Marwick, he spent nine years in investment banking, with Hill Samuel and Barclays de Zoete Wedd. He worked for Powergen from 1995 to 2000 in M&A and then as group treasurer. He joined the Northern Ireland-based energy group Viridian plc in 2000 as group finance director and was appointed group chief executive in 2007.

He has been a non-executive director of Affinity Water Limited since 2013.

The following addresses have been identified as being linked to O'Donnell Bourke:

- *Sherenden, Curtisden Green, Goudhurst, Kent TN17 1LJ* (2007 to 2014)
- *4 Ladbroke Mews, London W11 4JT* (1992 to 1998 and 2007)
- *Oranmore, 43 Station Road, Graigavad, County Down, Northern Ireland BT18 0BP* (2004 to 2006)
- *23 Cultra Avenue, Holywood, County Down* BT18 0AZ

3.8.2.2 *Corporate Affiliations*

United Kingdom

O'Donnell Bourke has eight current UK appointments[40], seven of which are with John Laing Group companies. He is also a non-executive director of Affinity Water Limited.

A list of his current appointments is provided in Appendix One.

He has 19 previous UK appointments.

3.8.2.3 *Adverse Media Search*

Searches of press archives have identified no significant red flags concerning O'Donnell Bourke. He has a fairly low media profile, mainly connected with his previous role as chief executive of Viridian Group.

3.8.2.4 *Litigation, Insolvency and Bankruptcy*

Litigation

Register of Judgments, Orders and Fines for England & Wales
Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for O'Donnell Bourke at addresses at which he is known to have lived in the last six years.

The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier. Searches of individuals must be conducted in conjunction with a UK address.

UK Civil and Criminal Litigation
Searches of the relevant legal databases and media reports found no mention of O'Donnell Bourke as having been involved as a named party in any reported litigation in the UK.

This does not represent a definitive conclusion that the subject has not been involved in civil or criminal proceedings in this country. Whilst statements of case are available for public inspection, such information is not available on an online database. This means that, unless it is known in advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable UK litigation archives do not contain information from criminal cases.

Insolvency and Bankruptcy
O'Donnell Bourke is not included in the Individual Insolvency Register for England and Wales. The Individual Insolvency Register contains details of bankruptcies that are current or have ended in the last three months; debt relief orders that are current or have ended in the last three months; current individual voluntary arrangements and fast-track voluntary arrangements, including those that have ended in the last three months; current bankruptcy restrictions orders or undertakings and interim bankruptcy restrictions orders; current debt relief restrictions orders or undertakings and interim debt relief restrictions orders. It should however be noted that, should an individual pay off their debts, their name would be removed from the Register.

He is not included in the Northern Ireland Individual Voluntary Arrangement Register.[41]

Searches of the historical archive of the London Gazette and Belfast Gazette, which publish bankruptcy notices, revealed no references to O'Donnell Bourke.

3.8.3 Derek Potts

3.8.3.1 *Background*

Derek Potts ("Potts") was born on October 20, 1958 and is British, according to UK corporate records.

Potts joined John Laing Group in 2001. Following roles as director of Laing Investments, managing director of Laing Roads, managing director of John Laing Infrastructure and director of business

development, he is now the group managing director for primary investments and a member of the executive team. He is responsible for all bidding and primary investment activities, both in the UK and internationally.

An engineering graduate and qualified chartered accountant, he worked for Jardine Matheson UK Virgin Group, Passport Alliance[42] and GB Railways Group plc before joining John Laing.[43]

The following addresses have been identified as being linked to Potts:

- *55 East Street, Coggeshall, Colchester CO6 1SJ* (1992 to 2015)
- *Neva Villa, Summer Grove, Elstree, Borehamwood* WD6 3HH

3.8.3.2 *Corporate Affiliations*

United Kingdom

Potts has 11 current UK appointments[44], all with companies in the John Laing Group.

A list of his current appointments is provided in Appendix One.

He has 261 previous UK appointments.

3.8.3.3 *Adverse Media Search*

Searches of press archives have identified no significant red flags concerning Potts.

He has been quoted in the press from time to time in connection with John Laing's primary investments.

3.8.3.4 *Litigation, Insolvency and Bankruptcy*

Litigation

Register of Judgments, Orders and Fines for England & Wales

Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for Potts at addresses at which he is known to have lived in the last six years.

The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier. Searches of individuals must be conducted in conjunction with a UK address.

UK Civil and Criminal Litigation

Searches of the relevant legal databases and media reports found no mention of Potts as having been involved as a named party in any reported litigation in the UK.

This does not represent a definitive conclusion that the subject has not been involved in civil or criminal proceedings in this country. Whilst statements of case are available for public inspection, such information is not available on an online database. This means that, unless it is known in advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable UK litigation archives do not contain information from criminal cases.

Insolvency and Bankruptcy

Potts is not included in the Individual Insolvency Register for England and Wales. The Individual Insolvency Register contains details of bankruptcies that are current or have ended in the last three months; debt relief orders that are current or have ended in the last three months; current individual voluntary arrangements and fast-track voluntary arrangements, including those that have ended in the last three months; current bankruptcy restrictions orders or undertakings and interim bankruptcy restrictions orders; current debt relief restrictions orders or undertakings and interim debt relief restrictions orders. It should however be noted that, should an individual pay off their debts, their name would be removed from the Register.

Searches of the historical archive of the London Gazette, which publishes bankruptcy notices, revealed no references to Potts.

3.8.4 Carolyn Cattermole

3.8.4.1 *Background*

Carolyn Tracy Cattermole ("Cattermole") was born on September 5, 1960 and is British, according to UK corporate records.[45]

She has been the group general counsel and company secretary of John Laing Group since September 2012. She qualified as a solicitor worth Norton Rose and was a senior legal adviser with Courtaulds plc before spending three years as company secretary of Courtaulds Textiles plc. She then spent ten years as general counsel and company secretary of the recycled packaging supplier DS Smith plc before joining John Laing.[46]

The following addresses have been identified as being linked to Cattermole:

- 31 Cornwall Grove, Chiswick, London W4 2LB (2001 to 2013)
- 81 Cranbrook Road, Chiswick, London W4 2LJ (1992 to 2001)
- 31 Homefield Road, London W4 2LW

3.8.4.2 *Corporate Affiliations*

United Kingdom

Cattermole has 12 current UK appointments[47], 11 of which are with companies in the John Laing Group or joint ventures. She is also a director of DS Smith B.V. which is registered in the UK as a foreign company. It is possible that her name was not removed from corporate records when she left DS Smith - the last document to include directors' names was filed on 17 June 2011 when she still worked for the company.

A list of her current appointments is provided in Appendix One.

She has 369 previous UK appointments.

3.8.4.3 *Adverse Media Search*

Searches of press archives have identified no significant red flags concerning Cattermole. Except for her name on Stock Exchange notifications as the company secretary of Courtaulds Textiles, DS Smith plc and now John Laing plc, she has a low media profile.

3.8.4.4 *Litigation, Insolvency and Bankruptcy*

Litigation

Register of Judgments, Orders and Fines for England & Wales

Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for Cattermole at addresses at which he is known to have lived in the last six years.

The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier. Searches of individuals must be conducted in conjunction with a UK address.

UK Civil and Criminal Litigation
Searches of the relevant legal databases and media reports found no mention of Cattermole as having been involved as a named party in any reported litigation in the UK.

This does not represent a definitive conclusion that the subject has not been involved in civil or criminal proceedings in this country. Whilst statements of case are available for public inspection, such information is not available on an online database. This means that, unless it is known in advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable UK litigation archives do not contain information from criminal cases.

Insolvency and Bankruptcy
Cattermole is not included in the Individual Insolvency Register for England and Wales. The Individual Insolvency Register contains details of bankruptcies that are current or have ended in the last three months; debt relief orders that are current or have ended in the last three months; current individual voluntary arrangements and fast-track voluntary arrangements, including those that have ended in the last three months; current bankruptcy restrictions orders or undertakings and interim bankruptcy restrictions orders; current debt relief restrictions orders or undertakings and interim debt relief restrictions orders. It should however be noted that, should an individual pay off their debts, their name would be removed from the Register.

Searches of the historical archive of the London Gazette, which publishes bankruptcy notices, revealed no references to Cattermole.

3.8.5 Brett Pieterse

3.8.5.1 *Background*

Brett Johannes Theodorus Pieterse ("Pieterse") was born on September 15, 1975 and is South African, according to UK corporate records.

He has been a divisional finance director at John Laing since June 2011, having joined the group as an interim financial controller for the business development division in September 2010, according to his *LinkedIn* profile.[48]

He qualified as a chartered accountant in South Africa and was an audit senior with Deloitte before his first stint at John Laing as a financial controller form 2003 to 2008. He spent two years as a financial controller with Catalyst Lend Lease before rejoining John Laing.[49]

The following addresses have been identified as being linked to Pieterse:

- 45 Fox Dene, Godalming, Surrey GU7 1YG (2014)
- 38 The Paddocks, Normandy, Guildford GU3 2HA (2008 to 2013)

- Flat 1, Lancaster House, Brathway Road, Wandsworth, London SW18 4BD (2006 to 2007)
- Flat 5, Fairheathe, 43 Putney Hill, Putney, London SW15 6QP (2003 to 2004)
- 16 Dowman Close, London SW19 2XG (2002 to 2003)
- Flat 13, Fairlawns, Putney Hill, London SW15 6BD

3.8.5.2 *Corporate Affiliations*

United Kingdom

Pieterse has five current UK appointments[50], which are all with companies in the John Laing Group.

A list of his current appointments is provided in Appendix One.

He has four previous UK appointments.

3.8.5.3 *Adverse Media Search*

Searches of press archives have identified no significant red flags concerning Pieterse. He has a low media profile.

3.8.5.4 *Litigation, Insolvency and Bankruptcy*

Litigation

Register of Judgments, Orders and Fines for England & Wales
Searches of the Register of Judgments, Orders and Fines for England & Wales did not identify any entries for Pieterse at addresses at which he is known to have lived in the last six years.

The Register of Judgments, Orders and Fines for England & Wales is a statutory public register run on behalf of the Ministry of Justice. The Register covers all non-defended money-related County Court Judgments, Administration Orders, Child Support Agency Liability Orders, High Court Judgments, Fines defaults and Tribunal Awards. County Court and High Court Judgments remain on the Register for six years. Other orders and awards may be removed earlier. Searches of individuals must be conducted in conjunction with a UK address.

UK Civil and Criminal Litigation
Searches of the relevant legal databases and media reports found no mention of x as having been involved as a named party in any reported litigation in the UK.

This does not represent a definitive conclusion that the subject has not been involved in civil or criminal proceedings in this country. Whilst statements of case are available for public inspection, such information is not available on an online database. This means that, unless it is known in advance that a subject is or has been involved in legal proceedings in a particular court, it is difficult, if not impossible, to gather this information without actually inspecting the records of individual County and High Courts.

It should also be noted that other than selected judgments from the Criminal Court of Appeal, publicly searchable UK litigation archives do not contain information from criminal cases.

Insolvency and Bankruptcy

Pieterse is not included in the Individual Insolvency Register for England and Wales. The Individual Insolvency Register contains details of bankruptcies that are current or have ended in the last three months; debt relief orders that are current or have ended in the last three months; current individual voluntary arrangements and fast-track voluntary arrangements, including those that have ended in the last three months; current bankruptcy restrictions orders or undertakings and interim

bankruptcy restrictions orders; current debt relief restrictions orders or undertakings and interim debt relief restrictions orders. It should however be noted that, should an individual pay off their debts, their name would be removed from the Register.

Searches of the historical archive of the London Gazette, which publishes bankruptcy notices, revealed no references to Pieterse.

3.9 Research in the U.S.

3.9.1 Identification

John Laing Investments Ltd ("John Laing Investments") operates in the United States under the name John Laing (USA) Limited.[51] The company is currently listed as an active foreign business corporation in the state of New York.[52] During the course of its investigation, Kroll conducted searches under both "John Laing Investments Ltd." and "John Laing (USA) Ltd."

3.9.2 Adverse Public Records

Kroll searched U.S. Federal Court indices nationwide back to approximately 1990, depending on the jurisdiction, for civil litigation and criminal proceedings naming John Laing Investments as a party. Kroll did not identify any records naming the subject.

Kroll conducted onsite research for adverse public records (e.g. civil litigation, criminal records, tax liens and lawsuit judgments) in the following jurisdiction where John Laing Investments has most recently been associated:

- New York County, New York

Kroll did not identify any state level civil litigation naming John Laing Investments as a party.[53] Additionally, Kroll conducted a criminal records search with the New York Statewide Office of Court Administration and did not identify any records naming the subject.

3.9.2.1 *Bankruptcies, Liens & Judgments*

Kroll searched for bankruptcies filed by John Laing Investments, as well as any tax liens or judgments filed against the company. Kroll identified the following tax warrant:

Debtor	Creditor	Nature	Date Filed	Filing No.	Court / Office	Amount	Status
John Laing USA Limited	State of New York	State Tax Warrant	10//25/2011	E035164717 W0018	Westchester County Clerk	$1,482	Released

3.9.2.2 *Regulatory Actions and Compliance Databases*

Kroll found no regulatory sanctions or litigation, including Securities and Exchange Commission sanctions or litigation, involving John Laing Investments.

Searches of compliance databases that list those suspected of organized crime, drug trafficking, money laundering, terrorist activities or corruption found no mention of John Laing Investments.

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51 According to records maintained by the New York Secretary of State.

52 No. 3637063

53 Kroll searched the Supreme Court of New York County for general civil, family and small claims cases naming the subject as plaintiff or defendant from approximately January 1, 1996 through May 26, 2016.

3.9.2.3 *Press Reports and Internet*

Kroll's review of press reports and Internet pages, including social media pages, found no derogatory or controversial references to John Laing Investments.

4. SACYR INFRASTRUCTURE USA

4.1 Research in Spain

4.1.1 Identification

Sacyr Infrastructure USA, LLC is part of the Sacyr Group ("the Group"), formerly known as the Sacyr Vallehermoso Group,[54] a Spain-based diversified group of entities engaged in construction, property development, concessions and services. According to its website, the Group operates in more than 20 countries across five continents through its subsidiaries.[55] These entities primarily focus on contracting, managing, and executing public and private works projects, including transport infrastructures, such as freeways, highways and roads; waterworks; railroads; ports; airport infrastructure; and environmental works.[56]

Commercial databases identify the group's holding company in Spain as Sacyr S.A. ("Sacyr"). Sacyr shares currently trade on the Madrid, Barcelona, Bilbao and Valencia Stock Exchanges, and the company is listed on the Ibex 35 index.[57] Records maintained by the Spanish Central Mercantile Registry contain the following details regarding Sacyr:

- Name: Sacyr S.A.
- Registry: Madrid
- CIF: A28013811
- Registered Address: Paseo de la Castellana, 83-85, 28046, Madrid, Spain
- Authorized Capital: EUR 517,430,991
- Disbursed Capital: EUR 517,430,991

According to a 2016 shareholder presentation, Sacyr operates the following four main divisions:[58]

- *Construction*, through its head units, Sacyr Construcción, Somague and SIS. The focus is on the construction and civil engineering of residential and non-residential building infrastructure. Projects include the construction of motorways, railways, hydraulics, airports and urban development. The division's sales in 2014 was reported as USD 1.913 million, with a net profit of USD 46 million.

- *Concessions*, through the head unit, Sacyr Concesiones. This division operates in Spain, Portugal, Italy, Ireland, Colombia, Peru, Chile and the United States. Its primary focus is the management of infrastructure, such as toll roads, hospitals, transport hubs and airports, among other projects. The division's 2014 sales was reported as USD 472 million, with a net profit of USD 21 million.

- *Industrial*, through its head unit, Sacyr Industrial. The division was formed following the consolidation and integration of various affiliated entities operating in the areas of engineering

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54 According to the company's 2015 annual report, the Group was formerly known as Sacyr Vallehermoso as a result of its 2003 merger with Vallehermoso, S.A., but changed its name to Sacyr in June 2013 following a General Shareholders' Meeting. The Group is formed by the parent company, Sacyr, and its subsidiaries and associates.

55 According to the company's 2015 annual report, Sacyr's holdings include hundreds of subsidiaries and affiliated entities. Kroll will provide a complete list of these companies at the client's request.

56 http://www.sacyr.com/es_en/global-company/Corporate-activity/default.aspx

57 http://www.sacyr.com/es_en/channel/shareholders-and-investor-channel/general-information/share-and-share-capital/

58 Sacyr 2016 Shareholder Presentation published in February 2016.

and industrial construction. The division also covers the promotion, performance, start-up and operation of projects in four key business areas:

- Engineering and Energy
- Environment and Mining
- Oil & Gas
- Electrical Facilities

The division's 2014 sales was reported as USD 219 million, with a net profit of USD 2 million.

- *Services*, through its head unit, Valoriza. This division specializes in environmental services (municipal, waste treatment and regeneration), water services, and other environmental service categories, which include facilities maintenance, upkeep of road infrastructure, dam/canal maintenance, highway and toll road service stations, and mining exploration. The division's 2014 sales was reported as USD 1.045 million.

The company's 2015 annual report, audited by Ernst & Young, provides the following details regarding Sacyr's financial results (in thousands of Euros):

Revenue	2,948,914
Total Operating Income	3,063,394
Operating Profit	147,821
Total Comprehensive Income	518,725

According to news sources, the company's debt has been reduced from EUR 11.8 billion in 2011 to approximately EUR 4.3 billion in 2015.[59]

4.1.2 Ownership and Corporate Structure

According to the company's 2015 annual report, Sacyr's shareholders, as of December 31, 2015, were as follows:

Shareholder	2015	2014
Disa Corporación Petrolifera, S.A.	12.66%	12.07%
Grupo Corporativo Fuertes, S.L.	6.27%	5.79%
Cymofag, S.L.	5.06%	5.27%
Beta Asociados, S.L.	5.08%	5.08%
Prilomi, S.L.	4.66%	4.66%
Taube Hodson STonex Partners LLP	3.06%	4.61%
Prilou, S.L.	3.16%	3.16%
Other	60.05%	59.36%

The company's listed Board Members include:

- Manuel Manrique Cecilia – Chairman and CEO
- Demetrio Carceller Arce – Deputy Chairman
- Jose Manuel Loureda Mantiñan – Director
- Isabel Martin Castella – Director
- Matias Cortes Dominguez – Director
- Jose Manuel Loureda Lopez – Director
- Gonzalo Manrique Sabatel – Director
- Javier Adroher Biosca – Director
- Juan Miguel Sanjuan Jover – Director
- Tomas Fuertes Fernandez – Director
- Jose Moreno Carretero – Director
- Raimundo Baroja Rieu – Director
- Juan Maria Aguirre Gonzalo – Director

[59] "Las empresas españolas, morosas, pero menos," *El Nuevo Lunes de la Economia y la Sociedad*, February 8, 2016.

- Augusto Delkader Teig – Director

4.1.3 Media Profile

Kroll conducted Spanish-language media research for news articles, press releases and other reports involving Sacyr and identified thousands of media references to the company and its affiliated entities, primarily in the form of news reports on Sacyr's projects, contractual disputes and partnerships with other firms. Given the large volume of information pertaining to the company and its subsidiaries, Kroll's research was conducted using the company's name and specific adverse keywords. The following significant milestones in Sacyr's history and recent disputes involving the company were identified:

4.1.3.1.1. *Sacyr President Investigated Over "Environmental Crime" and Fiscal Evasion*

In 2005, news sources reported that the then-President of Sacyr, Luis Del Rivero ("Del Rivero"), was under investigation by the Madrid public prosecutor.[60] According to an article in *El Mundo*, Del Rivero was a listed managing director of Frocap Lo Romero, a company that the public prosecutor alleged had illegally captured water from a river, which it then sold to local farmers and/or for use in urban projects. Media reports did not specify how much money was allegedly siphoned off to Del Rivero personally, but noted that the amount of water appropriated by the company was valued at approximately EUR 33 million.[61]

In an interview with *La Verdad*, Del Rivero denied his or Sacyr's participation in the alleged water theft enterprise, and said the accusation was a "scheme devised to discredit him and his company."[62] However, it is unclear from available information Frocap Lo Romero's degree of affiliation to Sacyr.

4.1.3.2 *Sacyr Submits Takeover Bid of Eiffage, Fined by French Regulator*

In 2007, *El Diario Vasco* and other news sources reported on Sacyr's "hostile" takeover bid for Eiffage, a French construction company of which Sacyr was already the largest shareholder, with 33.32 percent of Eiffage's capital and 29 percent of its votes.[63] According to an article published in *Expatica*, in April 2007, Sacyr bid EUR 6.5 billion (USD 8.8 billion) for control of Eiffage in a bid that "would give rise to the fourth-biggest European civil engineering and construction group."[64]

According to an article published in *El Mundo*, the offer was made "the day after an Eiffage shareholders' meeting rejected, with 59.40% of the votes, the nomination of five directors suggested by Sacyr."[65] At the same time, Eiffage Chairman Jean-Francois Roberato also stripped voting rights from Spanish investors that bought into Eiffage, sparking a legal battle between both parties.[66] After the meeting, Del Rivero announced that Sacyr would have to take certain "necessary steps" to reverse the shareholders' meeting decision.[67]

In June 2007, the French securities regulator, the Autorite des Marches Financiers ("AMF"), said Sacyr "violated stock market rules"[68] prior to its EUR 6.5 billion bid to win control of Eiffage by acting "in concert with other Spanish investors to buy shares of Eiffage, taking its stake in the French builder to a level that should have triggered an offer earlier and at a higher price."[69] The

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60 "La Fiscalía investiga a Luis del Rivero por delito ecológico y evasión fiscal," *El Mundo*, January 28, 2005.

61 "Un juez de Murcia esta investigando al president de Sacyr-Vallehermoso, Luis del Rivero, por un presunto delito ecologico y otro de evasion fiscal," *El Mundo*, January 28, 2005.

62 "Sacyr dice que ni extrae ni vende agua de forma ilegal," *La Verdad*, January 29, 2005.

63 "Eiffage considera hostil la opa de Sacyr," *El Diario Vasco*, April 24, 2007.

64 http://www.expatica.com/fr/news/Sacyr-bids-65-bln-euros-for-control-of-Eiffage_144753.html

65 "Sacyr lanza una OPA sobre el 100% de la francesa Eiffage," *El Mundo*, April 20, 2007.

66 https://next.ft.com/content/5b049660-0caa-11dd-86df-0000779fd2ac

67 "Sacyr lanza una OPA sobre el 100% de la francesa Eiffage," *El Mundo*, April 20, 2007.

68 "AMB voids Sacyr's Eiffage offer, raises furture bid cost," *The Globe and Mail*, June 28, 2007.

69 Ibid.

AMF ruling rendered Sacyr's bid null and void, forcing Sacyr to submit a new offer based on the highest price paid for the stock in the past year.

In April 2008, Sacyr and President Del Rivero were charged with lying to the Spanish stock market during the company's attempted takeover of Eiffage. According to Paris court judge Pierre Gazeaux, Sacyr issued "deceitful information" in 2007 when it denied it had reached a shareholder stake in Eiffage that was higher than 33.3 percent.[70] Shortly thereafter, the company issued a release announcing the sale of its 33 percent stake in Eiffage, putting a formal end to its "bitter two-year campaign for board seats at its French rival."[71] According to a regulatory filing submitted to the Spanish National Securities Market Commission ("CNMV"), Sacyr sold its shares to a group of French institutional investors for a total of EUR 1.92 billion. The company filing said the agreement included the termination of all judicial proceedings initiated by both parties.[72] At the same time, *CNBC* also reported that the Paris Appeals Court overturned the AMF's decision, which had alleged that Sacyr acted in concert with other shareholders to buy a third of Eiffage "to try and get seats on its board."[73] As reported by *Europa Press*, Sacyr would use the proceeds from the sale to cancel its debt, which by December 2007 reportedly amounted to EUR 1.71 billion.[74]

In March 2010, the AMF issued a EUR 300,000 sanction against Sacyr, and a EUR 100,000 sanction against President Del Rivero. According to news sources, the sanction was filed against Sacyr for not informing the French regulator of the increase in its shares of Eiffage.[75]

4.1.3.3 *Stock Manipulation Claims Filed Against Del Rivero*

In December 2008, a Citigroup infrastructure fund bid EUR 7.9 billion to buy most of Itinere, a Sacyr highway-operations subsidiary. The deal involved the Citi fund assuming EUR 5 billion of debt and paying EUR 2.87 billion in cash in a transaction that would "slash Sacyr's debt load by as much as 37%." The sale would also involve Sacyr buying back some highway concessions that were in an initial phase.[76]

The following year, in November 2009, 15 minority shareholders of Europistas, a highway operator, accused Del Rivero of "stock manipulation" with regard to his involvement in the Europistas-Itinere merger deal.[77] According to news sources, Itinere had bought most of Europistas and merged with it in 2007.[78] In November 2009, a court judge charged Del Rivero with "breach of fiduciary duties" and "conspiracy to manipulate stocks."[79] According to a news article, Del Rivero sought to "elevate" Sacyr's stake in the consolidated company, and obtained an increased stock option in exchange for an "overvalued" price.[80] Sacyr denied all charges, and defended the "absolute legality" of its actions in the deal.[81]

Following an investigation into the above claims, in April 2011, the CNMV announced it uncovered no evidence of an "overvaluation" of the Itinere subsidiary during the Europistas merger. According to Carlos Lazaro, CNMV director, the change in Itinere's value and the stock options Sacyr and Del Rivero received in exchange "were unsubstantial."[82]

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70 "Contencioso judicial – Adopta la decision tras tomar declaracion a Del River," *El Mundo*, April 17, 2008.

71 https://next.ft.com/content/5b049660-0caa-11dd-86df-0000779fd2ac

72 Sacyr S.A., Registro No. 92079 filed with the CNMV on April 17, 2008.

73 "Court Rules Against Sacyr Cash Bid for Eiffage," CNBC, April 2, 2008.

74 "Sacyr cancelará la deuda de 1.713 millones asociada a Eiffage con lo que obtenga por su venta," *Europa Press*, April 9, 2008.

75 "La CNMV francesa sanciona con 400.000 euros a Sacyr por el contencioso con Eiffage," *Europa Press*, March 24, 2010.

76 http://www.marketwatch.com/story/citi-fund-buying-spanish-highways-for-10-billion

77 "Luis Del Rivero, imputado por irregularidades en la fusión de Itínere," *Ideal*, November 24, 2009.

78 http://www.reuters.com/article/itinere-idUSL1145391420080411

79 "Imputan a Del Rivero por posibles anomalías en la fusión de Itínere y Europistas," *ABC*, November 24, 2009.

80 Ibid.

81 Ibid.

82 "CNMV no ve indicios de que Itínere se sobrevalorara en fusión con Europistas," *Agencia EFE*, April 13, 2011.

4.1.3.4 *Sacyr Accused of Granting Kickbacks for Waste Collection Contract*

Kroll identified an article published in *El Pais* in July 2013 reporting on Sacyr's connection to the Barcenas Affair, a corruption scandal in Spain involving the People's Party ("PP"), which allegedly kept a parallel bookkeeping system to record undeclared and illegal cash donations used to pay bonuses to senior members of the party.[83]

According to the article, Luis Barcenas ("Barcenas"), former Treasurer of the PP, confirmed in court the existence of a slush fund and named Mariano Rajoy, Spain's Prime Minister, along with other top PP officials, as the recipients. According to the so-called Barcenas Papers – the accounts of the alleged party slush fund maintained by the former treasurer – executives of large construction groups, such as OHL, FCC and Sacyr, made dozens of illegal payments in exchange for government contracts and concessions.[84] The *El Pais* article reported specifically on a EUR 200,000 payment made by a Sacyr subsidiary, Sufi, to Jose Angel Cañas, Manager of the PP in Castilla-La Mancha in exchange for a government street-cleaning contract.[85] In response to Barcenas' claims, Del Rivero, then-former President of Sacyr, filed a civil suit for slander and defamation, and demanded EUR 300,000 for the "absolutely false information" regarding his involvement in the kickback scheme alleged by Barcenas to news publications.[86]

4.1.3.5 *Sacyr Accused of Breach of Contract in Emmasa Project*

Kroll identified several news sources which reported on Sacyr's alleged "breach of contract" in a deal with the Municipal Government of Santa Cruz. According to one article, in 2005, the Municipal Government privatized the municipality's water supply company, Emmasa, through a bid won by Sacyr.[87] In July 2014, the local government announced it would enact an "intervention" into the municipal water management system as a result of several "breach of contract" issues.[88]

Sacyr allegedly won the bid in 2005 because it stated in its proposal that it would invest more than EUR 150 million in the capital city of the Tenerife region. However, according to Jose Manuel Corrales, spokesperson for a local advocacy group, Por Tenerife, "the results of an audit from 2006 until 2012 could only verify EUR 13 million in investments of the EUR 150 million Sacyr initially promised."[89]

According to the government intervenor, Rogelio Padron, Sacyr was accused of several "irregularities," including "financial damages incurred by Emmasa as a result of Sacyr's subcontracting practices, which granted a disproportionate number of benefits to the subcontracted companies, many of which were Sacyr affiliates."[90]

4.1.3.6 *Lags in Sacyr's Repsol Investment Lead to Layoffs*

Kroll identified numerous articles reporting on the financial difficulties of Sacyr's 8.5-percent share in Repsol SA, a Madrid-based energy company focused on upstream and downstream activities. According to Spanish newspaper *Expansión*, "Sacyr might have closed a historic year [2015] if it weren't for its 8.5 percent shareholding in Repsol and its associated losses."[91] With recent asset offloadings, including the sale of Testa in 2015 to Merlin Properties for EUR 1.8 billion, Sacyr was

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83 www.ft.com/cms/s/0/4feec248-f86b-11e2-b4c4-00144feabdc0.html+&cd=4&hl=en&ct=clnk&gl=us#axzz4Bg2G8u7j

84 Ibid.

85 "Un contrato de basuras bajo sospecha," *El Pais*, July 21, 2013.

86 "Del Rivero reclama 300.000 euros a Bárcenas por las falsedades filtradas a un diario," *ABC Sevilla*, August 1, 2013.

87 "Las aguas turbias de Emmasa," *La Opinion de Tenerife*, July 22, 2014.

88 "Los incumplimientos de contrato de Sacyr fuerzan a intervenir Emmasa," *La Opinion de Tenerife*, July 22, 2014.

89 "XTF amplía la denuncia contra Sacyr por delito societario y prevaricación," *La Opinion de Tenerife*, August 30, 2014.

90 "El interventor solicita dos meses más para investigar la gestión de Emmasa," *La Opinion de Tenerife*, June 23, 2015.

91 "Repsol lastra el beneficio de Sacyr," *Expansion*, February 27, 2016.

reportedly able to "compensate for Repsol's EUR 655 million in losses."[92] However, given the setbacks in the construction industry and the Spanish financial crisis, Sacyr began announcing layoffs in some of its Spain and Portugal facilities. According to an article published by *Agencia EFE*, in February 2016, Sacyr announced it would lay off approximately 350 employees from its construction division after a prolonged slump in the market.[93] Following the announcement, approximately 300 people attended a strike organized at Sacyr's headquarters in Madrid.[94]

4.1.3.7 *Construction of Panama Canal*

After nearly seven years of work under a contract the company was awarded in July 2009, in June 2016 Sacyr concluded the construction of the third set of locks at the Panama Canal. Over the years, various news sources have reported on a "bitter dispute" between the Panama Canal Authority ("PCA") and the Sacyr-led consortium of construction companies over the spiraling cost of expanding the waterway.[95]

According to an article published in *El Mundo*, a legal battle is still underway to decide the price of the construction work and, depending on what a Miami arbitration court decides, the project could mean significant losses for the builders.[96] Leaders of the Sacyr-led consortium contracted to perform the work, Grupos Unidos por el Canal ("GUPC"), have repeatedly told Spanish journalists in Panama that "it is going to be very difficult for this project to make money."[97] With an initial budget of EUR 2.85 billion, Sacyr reported in 2016 that costs have spiked to EUR 5.58 billion, triggering demands for more money from Panama Canal authorities and nearly doubling the initial costs of the project.[98]

According to an *El País* article from January 2014, Sacyr was contracted to build an extension to widen the Panama Canal, but decided to suspend work on the project,[99] stating that it would be impossible to complete the project within the budget specified in its project bid.[100] GUPC wanted the PCA to agree to pay an additional USD 1.6 billion for them to continue the project.[101] According to an article in *The Economist* from January 2014, PCA administrator Jorge Quijano ("Quijano") stated that the PCA refused to pay the USD 1.6 billion because cost increases were accounted for in the contract.[102] He stated that the PCA was prepared to pursue the issue through dispute resolution to ensure that construction continued, and was prepared to bring the matter to the International Chamber of Commerce if necessary.[103] Sacyr accused the PCA of "serious breaches" of contract.[104]

The January 2014 article in *The Economist* further states that the consortium's bid was too low because the European firms were "desperate" for international contracts.[105] According to the article, journalists identified a Wikileaks cable supposedly from United States diplomatic officials "saying that Bechtel, a losing American bidder, thought the Sacyr-led bid wouldn't even cover the cost of cement."[106]

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92 Ibid.

93 http://uk.reuters.com/article/uk-spain-sacyr-idUKKCN0VC2GV

94 "Protestas contra los ERE de Sacyr y FCC en el negocio de la construcción," *Agencia EFE*, April 14, 2016.

95 http://www.reuters.com/article/us-sacyr-panama-insight-idUSBREA0J09320140120

96 http://www.elmundo.es/economia/2016/05/25/57449fbce2704e2e408b4638.html

97 http://www.expansion.com/empresas/inmobiliario/2016/05/24/57446f16e2704e4a7d8b45db.html

98 https://www.capitalmadrid.com/2016/4/28/42062/sacyr-concluye-el-canal-de-panama-pero-con-las-reclamaciones-sin-cerrar.html

99 http://elpais.com/elpais/2014/01/02/inenglish/1388662541_449784.html

100 Ibid.

101 Ibid.

102 "Your money or your locks," *The Economist,* January 3, 2014.

103 Ibid.

104 Ibid.

105 "Your money or your locks," *The Economist,* January 3, 2014.

106 Ibid.

The Economist article from January 2014 states that the Sacyr consortium to expand the Canal and the PCA had a prior conflict.[107] According to Quijano, when the PCA rejected the consortium's preferred mix of concrete, approximately USD 900 million was "magically" added to the cost of construction.[108] Quijano dismissed the Wikileaks cable, saying that the winning bid used fewer materials and was therefore cheaper.[109] A May 2014 article in *El País* stated that the government of Panama continued to refuse to offer Sacyr a price increase to finish construction.[110]

4.1.3.8 *Other Incidents*

Kroll identified numerous other news articles and media reports referencing the company and/or its affiliated entities in relation to contractual disputes and ensuing legal proceedings. For instance, news sources reported on a long-standing dispute between Sacyr and the regional government in Murcia regarding construction delays at a local airport.[111] Other news articles identified by Kroll reported on a "probe" initiated by Chilean authorities into Costanera Norte SA and Sacyr, after road works conducted by the two companies in Santiago diverted "torrential rains into a wealthy neighborhood" of the city, flooding shops and restaurants.[112] Kroll can conduct further research into these matters at the client's request.

4.1.4 Adverse Public Records

4.1.4.1 *Litigation*

Kroll conducted searches of judgment records on file with the Supreme Court, the National Audiences, the Provincial Audiences and the Superior Courts of Spain.[113] Approximately 1,050 judgment records naming the company were identified.[114] A large number of these cases were small claims, arbitration and labor dispute matters in which the plaintiff(s) accused Sacyr of unfair dismissal or sought workman's compensation and/or unpaid benefits and salary.

Numerous cases involving Sacyr's subsidiaries and/or joint ventures also were found. Additional inquiries into these entities can be conducted upon request.

Several appeals by Sacyr against government decisions were found and primarily concerned disagreements related to tax calculations.

The following includes a sample of judgment rulings filed in 2016 in which Sacyr or one of its affiliates was a defendant in the original dispute:

- *No. SAP GC 39/2016*, filed in the Provincial Audience of Las Palmas de Gran Canaria on February 2, 2016.

  According to the decision, an appellate proceeding was filed by Galobra S.A. ("Galobra") pursuant to a court decision entered in favor of Sacyr in a breach of contract lawsuit. According to the appellate ruling, Galobra and Sacyr signed a contract in August 2009 for certain unspecified construction work. Sacyr allegedly failed to comply with certain contractual terms and deadlines, for which Galobra sought relief and compensatory damages. According to the appellate record, the court upheld in part the claims against Sacyr.

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107 Ibid.

108 Ibid.

109 Ibid.

110 http://elpais.com/elpais/2014/05/13/inenglish/1399990193_399229.html

111 "Un camino sin retorno," *La Verdad*, April 2, 2016.

112 "Deluge That Flooded Chile Boutiques Engulfs Builder in Probe," Bloomberg, April 18, 2016.

113 In Spain, court documents are not a matter of public record and privacy regulations protect individuals' judicial records. This limits Kroll's ability to find information such as an individual's or company's criminal record or history, or the current status of litigation. These databases contain a large, although not exhaustive, number of judgment rulings.

114 The majority of these judgment records name Sacyr as a party to litigation, while some only reference the company in the text of the document.

- *No. SAP M 4283/2016*, filed in the Provincial Audience of Madrid, Court of Social Proceedings, on March 18, 2016.

  This appeal was filed by Messrs. Saturino, Blas, Palmira and Adelina, pursuant to a court ruling entered in favor of Vallehermoso Division Promocion S.A.U. ("Vallehermoso Division") and Sacyr Construcción. According to the judgment record, the court ruled in the initial proceeding that the defendants were "absolved" of the claims filed against them, which related to construction and repair work "defects." The judgment record indicates that the plaintiffs acquired various homes in a residential neighborhood, which Sacyr was contracted to build. The court upheld the initial ruling, and the case was dismissed.

- *No. STSJ M 3887/2016*, filed in the Superior Tribunal of Justice of Madrid, Court of Social Proceedings, on April 7, 2016.

  This appeal proceeding was initiated by Sacyr Construcción pursuant to a civil suit filed by an individual, Mr. Fermin ("Fermin"),[115] against Preser Servicios Auxiliares S.A. ("Preser"), Fondo de Garantia Salarial ("Fondo"), and Sacyr Construcción. According to the judgment record, Fermin was terminated from his employment with Preser, and filed a civil suit claiming he was not informed in due time of his termination, and was not compensated for overtime work. With regards to Sacyr Construcción, a co-defendant in the initial suit, Fermin alleged that his employer was a subcontractor to Sacyr Construccion, and as such both could be held as responsible parties in relation to his claims. In April 2016, the appellate court ordered Sacyr to pay EUR 500 to Fermin.

- *No. SAP M 5154/2016*, filed in the Provincial Audience of Madrid on April 19, 2016.

  According to an appellate judgment record, this decision is the result of an appeal proceeding filed by Promociones Cuevas Galicias S.L. ("Promociones") against Sacyr Construcción S.A.U. ("Sacyr Construcción") pursuant to a contractual dispute between the parties [116] According to available court records, the initial plaintiff was Grupo JCA Hormigones S.A. ("Grupo JCA") but, in March 2014, Promociones became the official court plaintiff by court decree. Available records do not specify the reason for this change.

  As stated in the judgment record, in October 2010, Sacyr Construcción and Grupo JCA signed a contract for the provision of certain supplies by Grupo JCA for the construction of facilities at the Muelle Comercial Oeste de Marin. The dispute allegedly began when Grupo JCA demanded payment of EUR 170,202 allegedly owed by Sacyr Construcción for services/materials provided in relation to the construction project. In an initial court proceeding, Sacyr Construcción was ordered to pay approximately EUR 50,000 to Grupo JCA. The plaintiff appealed the court's decision, and a final judgment in the appellate case was entered in April 2016, overturning in part the court's initial finding, with no costs or fees demanded of either party.

- *No. STS 1886/2016*, filed in the Supreme Court of Madrid on April 27, 2016.

  According to an appellate judgment record, an appeal proceeding was filed by Sacyr Vallehermoso, S.A. against the Contentious-Administrative Court pursuant to the sale of Vallehermoso, S.A. stock by Sacyr to Grupo Sacyr, S.A. after the group's restructuring in 2003. According to the record, Sacyr Vallehermoso disputed certain fiscal obligations and payments allegedly owed to the government following the acquisition.

  The state tax authority posited that Sacyr was uncompliant with relevant Spanish laws due to the fact that (i) Sacyr transferred Vallehermoso stock to Grupo Sacyr and received "extraordinary benefits" in exchange for the investment, and (ii) the subsequent consolidation between Grupo Sacyr and Vallehermoso resulted in the handoff of Vallehermoso stock to Grupo Sacyr shareholders, even though they were "outside the

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[115] Litigation records in Spain do not identify an individual's first name.

[116] In March 2014, Promociones became the official court plaintiff by court decree.

scope of the newly consolidated group." For the above-stated reasons, the tax authority sought to regulate the "tributary situation" by demanding fees for the restructuring in excess of EUR 20 million. According to the appellate judgment record, the ruling entered by the lower court was overturned.

Additional litigation records found in online media inquiries are reported in the Media Profile section of this report.

4.1.4.2 *Regulatory Sanctions and Compliance Databases*

Kroll searched databases of sanctions, enforcement proceedings and press releases of various regulatory agencies, including the National Securities Market Commission and the Ministry of Finance and Public Administration. Kroll also searched databases that compile sanctions lists/watchlists of companies and individuals involved in improper or illegal business practices, such as money laundering, terrorism financing, corruption and fraud.

Kroll identified numerous contractual disputes involving Sacyr or one of its affiliated entities published on the Ministry of Finance and Public Administration's website. Most of these relate to contractual disputes. Additionally, two references to regulatory actions filed against Sacyr were identified. The first instance relates to the dispute described in the Media Profile section of this report, above, in which the French regulator AMF alleged in June 2007 that Sacyr violated stock market rules prior to its EUR 6.5 billion bid to win control of Eiffage. As discussed above, in March 2010, the AMF disciplined Sacyr and fined it EUR 300,000 for concealing the fact that its ownership of Eiffage capital had crossed a disclosure threshold.

The second regulatory action relates to the company's operations in Chile. As reported in news sources, Sacyr Chile, S.A., a Sacyr subsidiary, was sued along with 14 other entities by Chile's Production Development Corporation ("Corfo") for "damages caused by the irregular removal of financial instruments" from Inverlink Corredores de Bolsa S.A.[117] The companies were collectively ordered to pay Corfo CHP 33,151,103,037 (USD 48,238,501); of the total amount, "Constructora ACS-Sacyr Chile S.A." was ordered to pay CHP 8,194,805,500 (USD 11,924,343).[118] Kroll can conduct additional research into these allegations in France and Chile at the client's request.

4.2 **Research in the U.S.**

4.2.1 Adverse Public Records

Kroll conducted searches for adverse public records (e.g. federal and state civil litigation, criminal records, tax liens and lawsuit judgments) in the following jurisdictions where SACYR Infrastructure USA LLC ("SACYR")[119] has been associated:

- District of Columbia[120]
- Miami-Dade County, Florida[121]

Kroll identified no records naming SACYR or its affiliates.

4.2.1.1 *Bankruptcies, Liens & Judgments*

Kroll searched for bankruptcies filed by SACYR or its affiliates and searched for any tax liens or lawsuit judgments filed against it. Kroll conducted targeted online research for tax liens and

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117 "Caso Inverlink: condenan a sociedad de Piñera a devolver $5 mil millones a Corfo," *Cambio 21*, March 7, 2015.

118 Ibid.

119 Kroll also conducted searches for affiliated entities SACYR Construction USA LLC, SACYR Environment USA LLC, SACYR Industrial USA LLC and SACYR LLC.

120 Not all records for the District of Columbia are indexed online. At the client's request, Kroll will conduct onsite research.

121 Not all records for Miami-Dade County are indexed online. At the client's request, Kroll will conduct onsite research.

judgments in Miami-Dade County, Florida and searched national indices. No proceedings were identified.

4.2.1.2 *Regulatory Actions and Compliance Databases*

Kroll found no regulatory sanctions or litigation, including Securities and Exchange Commission sanctions or litigation, involving SACYR or its affiliates.

Searches of compliance databases that list those suspected of organized crime, drug trafficking, money laundering, terrorist activities or corruption found no mention of SACYR or its affiliates.

4.2.1.3 *Press Reports and Internet*

Kroll conducted a review of press reports and Internet pages, including social media pages. Kroll identified no negative media naming SACYR or its affiliates in the United States.

5. URS ENERGY AND CONSTRUCTION

5.1 Identification

URS Energy and Construction is an active corporation registered in Ohio.[122] URS Energy and Construction is a subsidiary of URS Corporation, a California-based construction firm. According to an archived URS Corporation webpage:

> URS Corporation is a leading provider of engineering, construction and technical services for public agencies and private sector companies around the world. The Company offers a full range of program management; planning, design and engineering; systems engineering and technical assistance; construction and construction management; operations and maintenance; information technology; and decommissioning and closure services. URS provides services for federal, oil and gas, infrastructure, power, and industrial projects and programs.[123]

In May 2007, URS Corporation announced that it was acquiring Boise-based Washington Group International ("WGI"), "the former Morrison Knudsen, builder of such projects as the Hoover Dam and San Francisco's Bay Bridge."[124] URS Corporation completed the deal for $3.1 billion in cash and stock in November 2007.[125] URS Chairman and Chief Executive Officer at the time of the acquisition announced: "With the addition of Washington Group's complementary engineering and construction services, URS becomes one of the few fully-integrated engineering, construction and technical services firms capable of serving every phase of a project – from initial planning, engineering and construction of a project, to operations and maintenance."[126] *Energy Central* reported:

> The acquisition further diversifies and broadens URS' market exposure, allowing the Company to offer a broad range of engineering and construction services to clients in the transportation, facilities, environmental, water/wastewater, industrial infrastructure and process, homeland security, installations and logistics, and defense systems markets. In addition, the combined company will be a major contractor to the federal government.[127]

Post-acquisition, the URS Washington Division, maintained a location in Boise, Idaho.[128] According to records maintained by the Ohio Secretary of State, WGI changed its name to URS Energy and Construction in February 2010. In October 2014, Los Angeles engineering design firm, Aecom Technology Corporation ("Aecom") finalized its acquisition of URS, in a deal worth approximately $6 billion.[129] As a result of the acquisition, URS Energy and Corporation became an Aecom company.

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122 No. 171108

123 https://web.archive.org/web/20130720011232/http://www.urscorp.com/

124 "URS Corp. acquires Washington Group," *The Seattle Times*, May 29, 2007.

125 "URS replaces head of new Washington division," *San Francisco Business Times*, January 11, 2008.

126 "URS Corporation Completes Acquisition of Washington Group International," *Energy Central*, November 15, 2007.

127 Ibid.

128 https://www.helmetstohardhats.org/career-path/urs-corporation

129 "Aecom finalizes $6-billion acquisition of engineering design rival URS," *Los Angeles Times*, October 17, 2014.

5.1.1 Affiliated Entities

As detailed above, URS Energy and Construction was formed after URS Corporation's acquisition of WGI in 2007.[130] According to records maintained by the Ohio Secretary of State, URS Energy and Construction has operated under the following names:

Entity Name	Effective Date
The H.K. Ferguson Company	7/1/1937
MK-Ferguson Company	6/6/1985
Morrison Knudsen Corporation	8/10/1990
Washington Group International, Inc.	7/7/2000
URS Energy and Construction, Inc.	2/25/2010

After Aecom's acquisition of URS Corporation, the combined firm's construction services group was restructured into two segments. According to a *Building.co.uk* article: "Dan McQuade, currently Aecom's chief executive for construction services, will become president of the building construction half of the division, while George Nash, currently president of URS' energy and construction division will head-up the combined firm's energy, infrastructure and industrial construction division."[131]

5.1.2 Hanford Nuclear Site Federal Whistleblower Complaints

Dr. Walter Tamosaitis ("Tamosaitis") filed the following federal whistleblower complaint against URS Energy and Construction on November 9, 2011:

- *Walter Tamosaitis and Sandra B. Tamosaitis v. URS, Inc.,* ***URS Energy & Construction, Inc.,*** *and The Department of Energy*, No. 2:2011-cv-05157, filed in the United States District Court for the Eastern District of Washington on November 9, 2011.

  Tamosaitis filed this federal whistleblower complaint against URS Inc., including its subsidiary URS Energy and Construction and the Department of Energy on November 9, 2011. Tamosaitis was an employee of URS Energy and Construction, a subcontractor under Bechtel National Inc. ("Bechtel") at the Hanford Nuclear Site in Washington. Tamosaitis alleged that he was discriminated against, and that he was ultimately removed from his position as Deputy Chief Engineer and Manager of the Research and Technology division at Hanford on July 2, 2010 for having raised performance and safety issues at a meeting held on the previous day. According to the complaint, although URS was referred to as a "subcontractor" at Hanford, "URS functions as a partner in that it splits profits and fees equally with Bechtel and URS also shares key staff positions with Bechtel."

  According to the amended complaint, Tamosaitis worked at the Waste Treatment Plant ("WTP") at Hanford, and his responsibilities on the project included: "identifying and solving technology problems and raising concerns to management about engineering and process issues that could potentially affect the safe, efficient, and effective operation of the WTP." According to the amended complaint, in October 2005, Tamosaitis led the External Flowsheet Review Team ("EFRT") study, which identified 28 safety issues requiring immediate attention. Additionally, Tamosaitis stated that in June 2009, he submitted a list of approximately 100 issues that needed to be addressed and required design attention, "to ensure the safety, efficiency, and effectiveness of the WTP operation." As of October 2009, 27 of the 28 issues identified by the EFRT had been closed, with the exception of the EFRT M3 mixing issue. According to the amended complaint, the EFRT mixing issue, "required that design problems be resolved concerning the mixing of the high-level nuclear tank waste in thirty-eight tanks in the pre-treatment area of the WTP...If the high-level nuclear tank waste is not sufficiently mixed in the pre-treatment tanks, plutonium may settle out and may cause a criticality accident. If the high-level nuclear tank waste is not sufficiently mixed in the pre-treatment tanks, hydrogen gas bubbles will accumulate and

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130 "URS replaces head of new Washington division," *San Francisco Business Times*, January 11, 2008.

131 "Aecom and URS unveil combined management team," *Building.co.uk*, September 3, 2014.

may be trapped in the waste, which could lead to a sudden gas release and an explosion or fire."

The amended complaint alleged that Bechtel management wanted the M3 issue to be closed by June 30, 2010 to ensure that Bechtel could earn $6 million in fees for meeting its target milestone. Tamosaitis alleged that he repeatedly raised concerns regarding Bechtel's methods to close this issue, however, "Bechtel did not want to address the mixing issue directly because of the design changes that would be needed as well as the reconstruction of the vessels, This would result in major cost increases and schedule impacts and require more testing thereby jeopardizing the $6 million milestone award for meeting the June 30, 2010 deadline." In late June 2010, Tamosaitis sent emails to consultants working on the M3 mixing issues asking their opinions on Bechtel's management approach of the issue.

Tamosaitis alleged that on July 1, 2010 he participated in a meeting called by the Bechtel Technical Director to discuss any open issues. Tamosaitis presented a list of approximately 50 open issues, and it "contained several items that were needed to ensure the tanks mixed safely, efficiently, and effectively." Tamosaitis was fired from the WTP project the following day. In his March 11, 2014 testimony before the United States Senate Homeland Security Subcommittee on Financial and Contracting Oversight, Tamosaitis stated, "Bechtel is the lead on the WTP contract and is a much larger corporation than URS with income estimated at three times that of URS (about $33B vs $11B). As a result, Bechtel carries much more contracting weight to affect the desired outcome of events." When Tamosaitis questioned why he was terminated from the project, a URS Senior Vice President responded, "URS does anything Bechtel says."

According to his March 2014 testimony, Tamosaitis claimed that in August 2010, he was assigned to a basement office within URS' Richland corporate office and given no work to do. Tamosaitis stated that on October 2, 2013, after three years without meaningful work, his position with URS was terminated. He alleged that his severance package was "held hostage" by URS, as they would not release it until he signed a termination statement that released the company from all legal liabilities. According to Tamosaitis, URS hoped he would sign the termination agreement before his Federal Appeals Court hearing, which would release the company from the lawsuit.

In his March 2014 testimony before the United States Senate Homeland Security Subcommittee on Financial and Contracting Oversight, Tamosaitis stated that his concerns with the WTP at Hanford were validated by actions taken by the Defense Nuclear Facilities Safety Board ("DNFSB") and the Department of Energy ("DOE"). He stated:

> Between October 2010 and mid-2011, the DNFSB held two public hearings pertaining directly to Hanford. The DNFSB issued two recommendations, one relative to mixing issues and one relative to cultural problems, both directly supporting and furthering my concerns. The DNFSB also pushed DOE to do cultural surveys across their entire EM division [Environmental Management]. Through this process, the DOE Health, Safety, and Security group identified problems at many sites including DOE headquarters.[132]

Tamosaitis stated that his second validation came in 2012. He explained: "As a result of the continued technical concerns in mid-2012 [DOE] Secretary Chu initiated an in-depth investigation into the technical issues surrounding the WTP. Upon his team's conclusion, Secretary Chu declared that due to the many issues, parts of the WTP plant (pretreatment in particular) should be shut down until a definitive technical resolution path was defined."[133]

On October 10, 2012, the court issued a judgment in favor of the defendants on all of the claims asserted against them by the plaintiffs, ruling that Tamosaitis was required to wait

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[132] Dr. Walter L. Tamosaitis Testimony Before the United States Senate Homeland Security Subcommittee on Financial and Contracting Oversight on "Whistleblower Protection at the Hanford Nuclear Site," March 11, 2014.

[133] Ibid.

one year after changing the named defendant from URS Inc., to URS Corporation and URS Energy and Construction. According to the Appeals Court opinion, the district court also ruled that Tamosaitis "offered no evidence tending to show that URS Corp. was anything but a parent corporation of Tamosaitis' employer, URS E&C, and that this parent-subsidiary relationship was insufficient to establish liability under the ERA [Energy Reorganization Act]." The district court also ruled that there was no genuine issue of material fact as to whether URS Energy and Construction took adverse action because of Tamosaitis' conduct. All of the evidence showed that Bechtel, not URS, was responsible for Tamosaitis' removal from the WTP project.

On November 7, 2012, the plaintiff filed an appeal with the Federal Court. The Appeals Court affirmed the district court's dismissal of the case against the Department of Energy and URS Corporation because Tamosaitis did not wait a full year after naming the respondent in the Department of Labor, Occupational Safety and Health Administration ("DOL-OSHA") complaint before bringing a federal suit against them. However, the Appeals Court reversed the grant of summary judgment for URS Energy and Construction, stating:

> We hold that Tamosaitis introduced evidence sufficient to create a triable issue as to whether his whistleblowing activity was a contributing factor in the adverse employment action URS E&C took against him...there is plenty of evidence that Bechtel encouraged URS E&C to remove Tamosaitis from the WTP site because of this whistleblowing, that URS E&C knew that Tamosaitis's whistleblowing motivated Bechtel, and that URS E&C carried out the removal.

Further, the Appeals Court found that, "a reasonable factfinder could infer not only that the retaliatory motive of URS E&C's customer, Bechtel, spurred URS E&C's actions against Tamosaitis, but also that URS E&C knowingly acquiesced in or ratified Bechtel's retaliation."

On August 17, 2015 the parties filed a settlement agreement, which was reached on August 12, 2015, in which Tamosaitis received $4.1 million. The lawsuit has since been stayed, pending the distribution of the settlement funds. According to the settlement agreement, Tamosaitis agreed to dismiss the lawsuit with prejudice, upon the complete receipt of the settlement funds.

An August 2015 *Los Angeles Times* article reported that the $4.1 million settlement was, "among the largest known legal damages paid out to a whistle-blower in the Energy Department's vast nuclear waste cleanup program."[134] According to the article, a spokesman for Aecom stated: "the company reached its resolution with Tamosaitis 'in order to avoid the cost and distraction of litigation relating to events that occurred over five years ago. The company strongly disagrees that it retaliated against him in any manner.'"[135]

Kroll identified a second federal whistleblower complaint filed by Donna Busche ("Busche") on February 12, 2013:

- *Busche v.* ***URS Energy and Construction, Inc.****, and Bechtel National, Inc.*, No. 2:13-cv-05016, filed in the United States District Court for the Eastern District of Washington (Spokane) on February 12, 2013.

  Busche filed this whistleblower complaint with the Department of Labor on November 10, 2011. After one year had passed without a final decision, Busche filed this complaint with the Federal Court against URS Energy and Construction and Bechtel National Inc., alleging that she has been discriminated against by the company after disclosing a number of safety issues at the Hanford Nuclear Site Waste Treatment Project ("WTP").

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[134] "Hanford nuclear weapons site whistle-blower wins $4.1-million settlement," *Los Angeles Times*, August 13, 2015.

[135] Ibid.

According to the complaint, in March 2009, Busche, "was assigned to perform the duties of Manager of Environmental and Nuclear Safety at Hanford" for URS Energy and Construction, and her responsibilities included, "coordination and preparation of the dangerous waste permit for URS waste treatment facilities, and development, coordination, and approval of safety basis documents issued to the Department of Energy and used to license URS facilities." Busche alleged that, "beginning in 2010, the company's focus moved away from nuclear and environmental safety compliance and toward meeting deadlines regardless of the quality of the work."

In the complaint, Busche stated that she attended the 2010 meeting in which Dr. Walter Tamosaitis "produced a long list of technical items." According to the complaint, "Busche indicated that she would do a hazards analysis on the listed items. In early July, BNI Technical Director Greg Ashley told her that she did not need to do the hazards analysis and that Walt was being reassigned." Additionally, on October 7 and 8, 2010, Busche testified at a DNFSB public hearing (referenced in the above lawsuit, *Walter Tamosaitis and Sandra B. Tamosaitis v. URS, Inc., URS Energy & Construction, Inc., and The Department of Energy*), regarding the WTP. According to the complaint, "Busche's testimony to the DNFSB public hearing contradicted the position taken by DOE, URS, and BNI on nuclear safety calculations used to determine the dose to members of the public in the event of an accident at a WTP facility and the development of a nonconservative and noncompliant tool to model hydrogen detonations in pipes and ancillary vessels." Busche alleged that the following day, members of URS and Bechtel upper management approached her and asked if she could "provide a different answer" to the questions she answered in the previous hearing. Busche stated that she refused to recant her testimony. Busche also testified in a DNFSB closed hearing on December 15, 2010. According to the compliant, "In January 2011, Mike Coyle verbally directed Busche to stop putting technical and safety issues in writing to him, and to instead come to him in person with these issues, so as to avoid making a written record."

According to the complaint, "On June 9, 2011, the DNFSB issued a recommendation to the Secretary of Energy on the failed safety culture at the WTP, which was based in part on the Busche closed hearing testimony, and which contained two findings: 1) a chilled atmosphere adverse to safety exists; and 2) DOE Contractor Management suppresses technical dissent."

Busche alleged that since filing her complaint, URS and Bechtel have retaliated against her. Busche stated that at URS, she, "is no longer considered a senior manager and has been excluded from routine company meetings and communications afforded to other employees at her pay and grade." Busche also alleged, "BNI and URS attempted to interfere with a federal investigation into nuclear safety violations. Ellen Livingston-Behan, Sr. Vice President for Business Assurance at URS, reporting to Dave Pethick, President of Global Management and Operations Services for URS contacted a Senior DOE official to 'call in a favor' and requested that the Office of Nuclear Safety enforcement not interview Busche or entertain presentations made by her without her supervisor present." Busche alleged that as a result of URS and Bechtel's retaliation, she was unable to do her job at WTP, and, "there is a chilling effect on the WTP workforce's willingness to bring forth safety and engineering concerns that could impact the cost and schedule of the facility in a manner that might threaten the fees and profits" of Bechtel and URS.

In February 2014, Busche was fired from her position at URS Energy and Construction, citing "unprofessional conduct" as the reason for her termination.[136] On April 17, 2014 Busche filed a motion to dismiss the case with prejudice, and on May 23, 2014, the case was dismissed. According to the *Tri-City Herald*, Busche planned "to file a new claim – her third – with the Department of Labor after being fired from her URS job."[137]

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136 "Second whistleblower Donna Busche fired at troubled Wash. State Hanford nuke plant," *CBS News*, February 19, 2014.

137 "Hanford whistleblower asks to drop lawsuit; other legal action underway," *Tri-City Herald*, April 27, 2014.

According to a February 2016 Aecom SEC 10-Q, URS Energy and Construction, an affiliate of URS, "performs services under multiple contracts...at the Department of Energy's Hanford nuclear reservation that have been subject to various government investigations or litigation."[138] In particular, the SEC filing noted the two lawsuits described above. It stated:

> Waste Treatment Plant government investigation: The federal government is conducting an investigation into the Company's affiliate, URS Energy & Construction, a subcontractor on the Waste Treatment Plant, regarding contractual compliance and various technical issues in the design, development and construction of the Waste Treatment Plant.
>
> Waste Treatment Plant whistleblower and employment claims: Two former employees have each filed employment related claims against the Company's affiliate, URS Energy & Construction, seeking restitution for alleged retaliation and wrongful termination. In August 2015, URS Energy & Construction settled one of these former employees' whistleblower and employment related claims for $4.1 million.[139]

In April 2016, the King County local news station KING 5 reported that "a leak in a massive nuclear waste storage tank at the Hanford Site has expanded significantly."[140] One former tank farm worker referred to the leak as "catastrophic," adding, "this is probably the biggest event to ever happen in tank farm history."[141] The government contractor in charge of the tanks, Washington River Protection Solutions ("WRPS"), is an affiliate of URS Corporation, a subsidiary of Aecom.[142] KING 5 reported that WRPS was aware of the leak as early as 2011, but ignored any potential problems for nearly a year.[143] The Department of Energy and WRPS announced that there was no indication the leak posed a risk to the public and released the following statement:

> The U.S. Department of Energy (DOE) and Hanford tank farms contractor Washington River Protection Solutions (WARPS) are evaluating recently identified, anticipated changes in the amount of waste between the inner and outer shells (the annulus) of Hanford double-shell tank AY-102.
>
> Since March 3, DOE and WRPS have been retrieving waste from Tank AY-102, and to date approximately 95 percent of the material has been retrieved. Early on the morning of April 17, crews identified an increase in the waste level in the tanks annulus. Early on the morning of April 18, a slight decrease in the height of the waste in the annulus was detected. Out of an abundance of caution, DOE and WRPS are in the process of evaluating the tank's condition.
>
> DOE and WRPS are committed to ensuring the safety of the Hanford workforce, the public and the environment.[144]

5.2 Criminal Records and Litigation

5.2.1 Federal

Kroll searched U.S. Federal Court indices nationwide back to approximately 1990, depending on the jurisdiction, for civil litigation and criminal proceedings naming URS Energy and Construction as a party. Kroll identified the following litigation:

- *United States of America, for the use and benefit of Safety and Ecology Corporation v.* ***URS Energy & Construction****, Federal Insurance Company, and National Union Fire Ins. Co. of*

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138 Aecom Inc., SEC Form 10-Q, filed on February 10, 2016.

139 Ibid.

140 "Leak worsens in massive Hanford tank holding nuclear waste," *KING 5*, April 16, 2016.

141 Ibid.

142 Aecom Inc., SEC Form 10-Q, filed on February 10, 2016.

143 "Leak worsens in massive Hanford tank holding nuclear waste," *KING 5*, April 16, 2016.

144 Ibid.

Pittsburgh, PA., No. 3:11-cv-00153-RLJ, filed in the United States District Court for the Eastern District of Tennessee, on April 5, 2011.

According to the complaint, in 2006, URS Energy and Construction ("URS") was awarded a government contract to build a Potable Water System Upgrade ("PWSU") on a piece of property owned by the United States Government and operated by the Department of Energy ("DOE"). On August 21, 2007, URS entered into a subcontract with Safety and Ecology Corporation ("SEC") for SEC to provide certain materials, labor and related services to the PWSU project. According to the complaint, the subcontract required SEC to:

> (a) review the Project's design during design development by URS's engineers, (b) perform mobilization and site preparation, (c) construct the foundations for two water towers, (d) install new underground water distribution pipes, (e) install water lines, pumps and other equipment in a pump room in the base of one of the water towers, and (f) demobilize the site at the end of the Project.

The plaintiff alleged that URS submitted a schedule that showed a project completion date in mid-March 2010, however, delays and disruptions in the project affected the proposed timeline. Instead of finishing its work in December 2009, SEC was forced to remain on the project until June 24, 2010. The plaintiff further alleged that URS did not fully compensate SEC for all of its expenses and that URS failed to pay the remaining balance of what it had previously agreed to pay on the subcontract. Additionally, URS directed SEC to "proceed with work based upon change notices and to submit requests for equitable adjustment ('REAs') for proposed increases to the Subcontract price." According to the complaint, URS failed to act upon some of the submitted REAs and has refused or failed to pay SEC for all REAs submitted for work and expenses.

The plaintiff alleged that URS breached its contract and demanded $1,500,000 as well as attorney's fees, costs charges, litigation expenses and prejudgment interest. On July 14, 2011, the case was dismissed with prejudice. No other information on the case resolution is available.

- *Danny Britt v.* ***URS Energy and Construction***, No. 1:12-cv-01328, filed in the United States District Court for the Central District of Illinois Peoria Division, on August 28, 2012.

  Danny Britt ("Britt") filed this discrimination lawsuit against URS Energy and Construction in the Circuit Court of the Tenth Judicial Circuit for Peoria County, Illinois on July 25, 2012. It was removed to Federal Court on August 28, 2012. Britt alleged that while working as an employee for URS Energy and Construction ("URS"), he was discriminated against by his white supervisor because of his race. Britt alleged that he was continuously harassed by his supervisor, and that "Managers for URS/Washington Group" forced him "to be the guest of honor at their Klu [sic] Klux Klan Meetings." According to the complaint, Britt was unlawfully fired when URS learned of his criminal record. Britt's complaint brought two counts against URS: one count of race discrimination/hostile work environment and one count of retaliation.

  URS denied the allegations and alleged that when Britt was hired, he signed an employment contract and denied ever being convicted of a criminal offense. This contract permitted Britt's immediate termination for omitting his criminal record. Additionally, URS alleged that Britt had faced numerous warnings for unprofessional and aggressive behavior in the workplace. URS stated that the plaintiff's employment was terminated when the company learned that his criminal charges had not been expunged, as he claimed, and that he had been used different social security numbers and birth dates to gain employment.

  The court concluded the plaintiff had "failed to provide sufficient evidence to create a triable issue of fact as to whether race was a motivating factor in the Defendant's decision to terminate Plaintiff's employment; whether Defendant created a hostile work environment;

and whether Plaintiff was terminated as a result of retaliation." The case was terminated in favor of URS on September 19, 2014.

- *Robert Romeco Shannon v.* ***URS Energy and Construction Inc.,*** *Chuck Taylor, Zack Payne, and Toney McDaniel*, No. 3:14-cv-01292, filed in the United States District Court for the Middle District of Tennessee Nashville Division, on June 12, 2014.

  One June 12, 2014, Robert Romeco Shannon filed this lawsuit against URS Energy and Construction, Chuck Taylor, Zack Payne, and Toney McDaniel, alleging that the defendants terminated his employment in violation of his constitutional rights. On April 9, 2015, the case was dismissed with prejudice after the court found that the plaintiff's complaint failed to state a claim. Shannon filed an appeal on May 26, 2015, however this appeal was dismissed as untimely.

- *Alexandra Santos v.* ***URS Energy and Construction, Inc.***, No. 6:14-cv-00938, filed in the United States District Court for the Middle District of Florida (Orlando) on June 17, 2014.

  Alexandra Santos filed this action against URS Energy and Construction, doing business as Florida Toll Services, alleging that she was subject to a hostile work environment and disparate treatment after complaining of discriminatory and retaliatory acts at the company. According to the complaint, "The supervisors treated her differently by yelling at her, employing negative body language toward her, utilizing disapproving reactions to her requests for work assistance, demonstrating lack of respect and publicly using demeaning facial expressions. These were all in direct contradiction to the manner in which others, not in the protected class, were treated." Santos claimed URS violated Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act. URS denied all of the allegations. The plaintiff failed to respond to the court's order to show cause and the case was dismissed without prejudice, for lack of prosecution on July 7, 2015.

- *Primo C Novero v. Duke Energy,* ***URS Energy and Construction, Inc.,*** *and CDI Corporation*, No. 4:15-cv-00594, filed in the United States District Court for the Eastern District of Arkansas (Little Rock) on September 22, 2015.

  Novero filed this complaint on September 22, 2015 alleging that his employment with URS Energy and Construction was wrongfully terminated. According to the complaint, "URS recruited and hired the Plaintiff as a professional employee to work as a Seismic Walkdown Engineer (SWE) within the scope of the Nuclear Regulatory Commission's (NRS's) required Procedure/Guideline and other requirements at Duke's four (4) nuclear plants." Novero alleged that he "identified, raised and documented" issues that posed a nuclear safety concern, and that as a result, he was terminated before his contract expired. The plaintiff alleged that other team members were not properly trained or qualified to conduct the work of a Seismic Walkdown Engineer, Novero sought a judgment against the defendants for no less than $500,000 plus pre-judgment interest. This case is currently ongoing.

Due to URS Corporation's acquisition of WGI in 2007, and its subsequent name change to URS Energy and Construction, Kroll also searched for lawsuits naming WGI. Kroll identified over 400 federal lawsuits naming WGI dating back approximately 20 years. The following 13 lawsuits were filed in the past five years and name WGI as defendant. Kroll can review these cases at the client's request.

Title	Case Number	Court	Date Filed	Date Closed
Dennis Low v. URS Energy & Construction Inc. Washington Group International, Inc., URS Washington Division and Florida Toll Services	6:2011-cv-01040	U.S. District Court for the Middle District of Florida (Orlando)	6/22/2011	4/6/2012
Jeff Diehl v. URS Energy and Construction Inc. and Ronnie Walls	3:2011-cv-00600	U.S. District Court for the Southern District of Illinois (East St. Louis)	7/12/2011	5/21/2012

Title	Case Number	Court	Date Filed	Date Closed
Herbert La Pointe and Ann La Pointe v. Asbeka Industries of New York Inc., Washington Group International, Inc. – Ebasco Division, et al	1:2011-cv-06272	U.S. District Court for the Southern District of New York (Foley Square)	9/8/2011	9/16/2011
Cyriac, Abraham v. Washington Group International, Inc., and URS Corporation	3:2012-cv-00198	U.S. District Court for the Western District of Wisconsin (Madison)	3/23/2012	3/27/2013
Gerard Gallagher and Kathleen Gallagher v. Allied Glove Corporation, Washington Group International, et al	2:2012-cv-01259	U.S. District Court for the Western District of Pennsylvania (Pittsburgh)	8/30/2012	9/6/2012
Eldon E. Amick and Barbara E. Amick v. American Electric Power Co., URS Energy and Construction, Inc., URS Corporation et al	2:2013-cv-06593	U.S. District Court for the Southern District of West Virginia (Charleston)	3/29/2013	7/29/2014
Joseph Sullivan and Constance Sullivan v. CBS Corporation, Washington Group International, Inc. et al	1:2013-cv-02458	U.S. District Court for the Southern District of New York (Foley Square)	4/12/2013	5/30/2013
Victor W. Sparks v. 4520 Corp., Inc., Washington Group International, Inc. et al	2:2013-cv-14276	U. S. District Court for the Southern District of West Virginia (Charleston)	6/13/2013	6/11/2013
Billie Denton v. Air & Liquid Systems Corporation, Washington Group International, Inc. et al	3:2013-cv-01243	U.S. District Court for the Southern District of Illinois (East St. Louis)	12/2/2013	4/21/2015
Charles P. Lockett and Dori Lockett v. AO Smith Corporation, Washington Group International, Inc. et al	3:2014-cv-00379	U.S. District Court for the Northern District of California (San Francisco)	1/24/2014	4/16/2015
Sheree Murray v. Air & Liquid Systems Corporation, Washington Group International, Inc. et al	4:2014-cv-01638	U.S. District Court for the Eastern District of Missouri (St. Louis)	9/22/2014	5/19/2016
Curtis Ard and Judy Ard v. ALFA Laval Inc., URS Corporation, et al	4:2014-cv-01832	U.S. District Court for the Eastern District of Missouri (St. Louis)	10/29/2014	11/25/2014
Roy A. Siders and Nancy Siders v. 20th Century Glove Corporation of Texas, Washington Group International, Inc., et al	2:2015-cv-13278	U.S. District Court for the Eastern District of West Virginia (Charleston)	9/18/2015	4/29/2016

5.2.2 State

Kroll conducted online civil litigation and criminal records searches in available jurisdictions nationwide dating back approximately five years.[145] Kroll also conducted targeted research in Franklin County, Ohio[146] and onsite research in Ada County, Idaho.[147] Kroll identified the following 12 state level lawsuits filed against URS Energy and Construction within the past five years. Kroll can review these lawsuits at the client's request.

Title	Case Number	Court	Date Filed	Date Closed
Fountain Louise, et al v. Arizona Public Service, URS Energy & Construction, Inc., et al	BC462828	Los Angeles County Superior Court	6/7/2011	No Information Available

[145] Nationwide online searches cover jurisdictions that make their information available in databases. Certain jurisdictions do not provide their information to these sources. Available information varies from county to county and state to state. Some jurisdictions only provide information on felonies, and most jurisdictions report convictions only.

[146] Kroll the Court Access Search Engine in Franklin County Municipal Court and the Franklin County Clerk of Courts for open and closed civil cases naming the subject.

[147] Kroll searched the Ada County District Court and Magistrate Court for open and closed general civil, family and small claims cases as well as felonies and misdemeanors naming the subject from approximately January 1, 1996 through May 30, 2016.

Title	Case Number	Court	Date Filed	Date Closed
Dingman, John and Dingman, Mary Beth v. Kapl, Inc., URS Corporation – New York, URS Energy and Construction, Inc., Bechtel Marine Propulsion Corporation	0002005/2011	Supreme Court of Schenectady County	2/2/2012	3/17/2016
Szczerbinksi, Robert S. and Karen A. Szczerbinski v. OAB Holding, Inc., URS Energy & Construction, et al	0033042011	Supreme Court Civil Suits for Erie County, New York	2/14/2012	2/19/2013
Energysolutions Federal EPC, Inc. v. Savannah River Remediation LLC, URS Energy & Construction, Inc., and Washington Group International, Inc.	2012CP4004300	Fifth Judicial Court, Richland County, South Carolina	6/20/2012	10/25/2012
Frances Chavers and James Chavers v. Bechtel Corporation, URS Energy and Construction Inc. et al	12-CV-1438	10th District Court, Galveston County, Texas	6/28/2012	Active
Bolanos, Doris v. URS Energy and Construction and Adam J. Brower	SC-45580000-2012	New Jersey Superior Court	9/21/2012	Active
Szczerbinksi, Robert S. and Karen A. Szczerbinski v. OAB Holding, Inc., URS Energy & Construction, et al	0029082012	Supreme Court Civil Suits for Erie County, New York	2/20/2013	Active
Snyder, Barry T. v. Erie County Industrial Development Agency, URS Energy & Construction, Inc., et al	0036602012	Supreme Court Civil Suits for Erie County, New York	8/16/2013	Active
Mosher, George W. and Mosher, Lioudmila v. AJ Friedman Supply Co., Inc., URS Energy & Construction, et al	19046013	Supreme Court Civil Suits for New York County, New York	11/22/2013	No Information Available
Paul Boyce v. Aon Risk Insurance Services West, Inc. and URS Energy and Construction, Inc.	1522-CC10467	22nd Judicial Circuit, City of St. Louis County	8/6/2015	In Appeals Court
Malone, Jerry v. URS Energy and Construction	15C2990	Circuit Court, 20th Judicial District, Davidson County	8/10/2015	8/10/2015
Mei, Frederick v. A.F. Supply Corporation, URS Energy & Construction, et al	1903452015	Supreme Court Civil Suits for New York County, New York	1/1/2016	Active

5.2.3 Bankruptcy

A nationwide online search of U.S. bankruptcy proceedings identified no records naming URS as a debtor or creditor.

5.3 Judgments, Liens and UCC Filings

Kroll conducted searches of national databases containing judgments, federal and state tax liens and Uniform Commercial Codes ("UCC") for records naming URS. Kroll conducted research for judgments and liens in Ada County, Idaho.[148] Kroll also identified the following database records of judgments and liens naming URS Energy and Construction. Kroll can conduct further research into the below-listed judgments and liens at the client's request.

Debtor	Creditor	Nature	Date Filed	Filing No.	Court / Office	Amount	Status
URS Energy and Construction, Inc.	Idaho State Tax Commission	State Tax Lien	5/17/2011	T528653	Idaho Secretary of State	$6,857.15	Released

[148] Kroll searched the Ada County Recorder of Deeds for open and closed federal, state, local tax liens, mechanic's liens, UCCs, and recorded judgments naming the subject from approximately January 1, 2996 through May 30, 2016.

Debtor	Creditor	Nature	Date Filed	Filing No.	Court / Office	Amount	Status
URS Energy and Construction, Inc. and Otay River Constructors	State of California	State Tax Lien	4/25/2012	201204250478	Sacramento County Court	$2,755	Released
URS Energy and Construction Inc. and Otay River Constructors	State of California	State Tax Lien	5/7/2012	201205071665	Sacramento County Court	$2,429	Released
URS Energy and Construction, Inc.	State of New York	State Tax Warrant	6/6/2012	E003654973W0027	Albany County Clerk	$661	Released
URS Energy and Construction, Inc. and Adam J. Brower	Doris Bolanos	Civil New Filing	9/21/2012	L00455812	Hudson County Superior Court	Not Stated	Not Stated
URS Energy and Construction, Inc.	State of New Mexico	State Tax Warrant	12/27/2012	2123552	Torrance County Clerk	$515	Not Stated
URS Energy and Construction, Inc.	Electrico Inc.	Civil Judgment	6/7/2013	02C13176473	Anne Arundel Circuit Court	$879, 336	Not Stated
URS Energy and Construction, Inc.	State of Arkansas	State Tax Lien	10/18/2013	OT201335548	Pulaski County Superior Court	$4,775	Not Stated
URS Energy and Construction, Inc.	State of Arkansas	State Tax Lien	1/8/2014	63326	Jefferson County Court	$2,775	Not Stated
URS Energy and Construction, Inc.	State of Kentucky	State Tax Lien	7/17/2014	DN2014085273	Jefferson County Court	Not Stated	Not Stated
URS Energy and Construction, Inc. AON Risk Insurance Service West, and Alberici Constructors Inc.	Paul Boyce	Civil New Filing	8/26/2015	1522CC10467	St. Louis Independent City Circuit Court	Not Stated	Not Stated

5.4 Patents and Trademarks

Kroll searched the United States Patent And Trademark Office ("USPTO"), using the search term "URS Energy and Construction." Kroll identified the following patents owned by URS Energy and Construction:

Patent No.	Name	Inventor(s)	Original Assignee	Date Granted
US4848918 A	Mixing Apparatus	George Kingsley, Christopher Shallice	Cf Systems Corporation	10/31/1989
US4332774 A	Manufacture of hydrogen sulfide	Ian Drum, Richard S. Madenburg, Douglas M. Paulsrude, Carrol H. Sherman, Frank G. Turpin, Gerry A. Wheatcroft	Home Oil Company Limited, Morrison-Knudsen Company, Inc.	6/1/1982
US4735784 A	Method of treating fluoride contaminated waste	Philip K. Davis, Vijay K. Kakaria	Morrison-Knudsen Company, Inc.	4/5/1988

Patent No.	Name	Inventor(s)	Original Assignee	Date Granted
US4765257 A	Apparatus and method for waste disposal	Ramn Abrishamian, Richard P. de Fillippi	Cf Systems Corporation	8/23/1988
US4877530 A	Liquid CO2/Cosolvent extraction	John M. Moses	Cf Systems Corporation	10/31/1989
US5025150 A	Site survey method and apparatus	James G. Oldham, Charles R. Spencer, Carl L. Begley, H. Robert Meyer	Mk-Ferguson Company, Chem-Nuclear Systems, Inc.	6/18/1988
US4994230 A	Template method for replacing a vessel in a pipe system	Martin D. Cepkauskas	MK Ferguson Company	2/19/1991
US4944444 A	Welding or burning shield	James S. Renner	Mk-Ferguson Company	7/31/1990
US5297182 A	Method of decommissioning a nuclear reactor	Martin D. Cepkauskas	M-K Ferguson Company	3/22/1994
US5368633 A	Pressurized radioactive gas treatment system	Joseph T. Foldyna, Donald J. Carpenter, John M. Cron	Morrison-Knudson	11/29/1994
US7107774 B2	Method and apparatus for combined cycle power plant operation	Michael J. Radovich	Washington Group International, Inc.	9/19/2006
US D685,164 S	Slip simulation shoe cover	Patricia Allen	URS Energy and Construction, Inc.	7/2/2013
US20140272621 A1	Integration of molten carbonate fuel cells for synthesis of nitrogen compounds	Paul J. Berlowitz, Timothy Andrew Barckholtz, S. Allen Erickson, Anita S. Lee	Exxonmobil Research and Engineering Company	9/18/2014

Using the same search term with the USPTO, Kroll identified the following trademark assigned to the company:

Serial Number	Word Mark	Live/Dead	Filing Date	Abandonment Date
86121521	NUSOURCE ALLIANCE	DEAD	11/18/2013	8/14/2014

5.5 Regulatory Registrations and Actions

5.5.1 Occupational Health and Safety Administration

Kroll searched the Occupational Health and Safety Administration ("OSHA") website for violations naming URS Energy and Construction dating back approximately five years.

Open Date	Office	Standard Cited	Penalty
5/16/2012	Calumet City	General requirements	$7,000
4/9/2014	Charleston	Hazard communication	-
9/12/2014	Toledo	Asbestos	$5,000
5/12/2015	Kentucky	Respiratory protection	-

5.5.2 Securities Industry Regulatory Actions

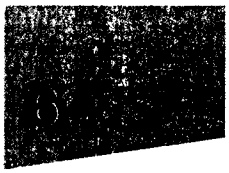
Kroll searched for any sanctions or actions by governmental or self-regulatory organizations, including the Financial Industry Regulatory Authority (or its predecessor the National Association of Securities Dealers), the New York Stock Exchange, the U.S. Securities and Exchange Commission, the National Futures Association, and the Commodity Futures Trading Commission. Kroll identified no adverse records naming URS.

5.5.3 Office of Foreign Assets Control and Watch Lists

URS was not identified on any "watch" lists to which Kroll subscribes. Research used to obtain this information included a search of both international and national organizations, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control, the United Kingdom's Financial Conduct Authority, and Interpol, as well as national and international media sources.

5.5.4 United States Tax Court

An online search of tax petitions filed from 1986 to the present identified no records naming URS.



6. BROOKVILLE EQUIPMENT CO.

6.1 Identification

According to its company website, Brookville Equipment Co. ("Brookville"),[149] a locomotive manufacturer, was founded in 1918.[150] During World War I, the company went into full-scale locomotive production and began producing school buses, ambulances, refrigerated cargo haulers and other vehicles. The website states that in 1974 the company was purchased and became Brookville Locomotive.[151] According to records maintained by the Pennsylvania Secretary of State, Brookville was incorporated on June 25, 1974 in Pennsylvania.[152] The company changed its name to Brookville Equipment Co. in 1998.[153]

The company website states that Brookville adapts its machines to keep up with industry trends and new technology.[154] It offers "innovative" options such as regenerative breaking, solid state IGBT electronic control systems, dry-type exhaust management systems and patented re-railing technology.[155] Brookville states that it has sold its products to the cities of New Orleans, Philadelphia and San Francisco in addition to 80 countries throughout the world.[156]

An article from March 2013 on the Small Business Development Centers website for Pennsylvania reported that Brookville received a Team Pennsylvania Foundation-sponsored Small Business Scholarship.[157] The $5,000 scholarship was provided to help the company offset the cost of attending "Governor Tom Corbett's Jobs First Mission to Brazil and Chile," allowing Brookville to market its products in South America.[158]

According to an undated page on *TheMilwaukeeStreetCar.com*, Brookville is currently manufacturing streetcars for the City of Milwaukee and previously manufactured streetcars for the City of Dallas.[159] A March 2016 article in *Metro Magazine* stated that Brookville was awarded a $24.9 million contract to supply five "modern" wireless, battery powered streetcars to Oklahoma City.[160] A *National Public Radio* report from October 2015 stated that Brookville would not disclose where it obtains the batteries to power the streetcars.[161] In August 2015, *The Wall Street Journal* reported that Brookville "pioneered" the battery technology.[162]

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149 Kroll performed searches for the company as "Brookville Equipment," "Brookville Global," "Brookville Mining," "Brookville Locomotive" and "Pennbro Corporation."

150 http://www.brookvillecorp.com/history.asp

151 Ibid.

152 Entity number 271569.

153 http://www.brookvillecorp.com/history.asp

154 http://www.brookvillecorp.com/history.asp

155 Ibid.

156 Ibid.

157 "Clarion University SBDC Client, Brookville Equipment Corporation, Awarded Scholarship to Aid International Growth," *PASBDC.org*, March 25, 2013.

158 Ibid.

159 http://www.themilwaukeestreetcar.com/modern_vehicles.php

160 "OKC awards Brookville Equipment $24.9M streetcar contract," *Metro Magazine*, March 23, 2016.

161 "In D.C. And China, Two Approaches To A Streetcar Unconstrained By Wires," *National Public Radio*, October 22, 2015.

162 "Suppliers Feel Pain as Coal Miners Struggle," *The Wall Street Journal*, August 30, 2015.

6.1.1 *Affiliated Entities*

According to records maintained by the Pennsylvania Secretary of State, Brookville has operated under the following names:

Entity Name	State	File No.	Date of Incorporation	Note
Brookville Global Holdings	Pennsylvania	3894342	7/17/2009	Parent company of Brookville Equipment Corporation[163]
Brookville Mining Equipment	Pennsylvania	3867369	3/6/2009	Fictitious name of Brookville Equipment Corporation
Brookville Locomotive	Pennsylvania	3867369	3/6/2009	Fictitious name of Brookville Equipment Corporation
Brookville Locomotive Works	Pennsylvania	2055655	07/16/1945	Fictitious name of Brookville Equipment Corporation
Pennbro Corporation	Pennsylvania	271569	6/25/1974	Prior name of Brookville Equipment Corporation

6.2 **Criminal Records and Litigation**

6.2.1 *Federal*

Kroll searched U.S. Federal Court indices nationwide back to approximately 1990, depending on the jurisdiction, for civil litigation and criminal proceedings naming Brookville and its affiliated entities as a party. Kroll identified the following litigation:[164]

- ***Brookville Mining Equipment Corp.*** *and Miller Welding & Machine Co. v. Selective Insurance Company of America*, No. 2:97-cv-01055-DEZ, filed in the United Stated District Court for the Western District of Pennsylvania, on June 11, 1997.

  This lawsuit was filed over an alleged breach of insurance contract. According to the opinion filed on July 7, 1999, Brookville and Miller Welding & Machine Co. ("the plaintiffs") sued Selective Insurance Company of America ("Selective Insurance") for denying an insurance claim related to flood damage. The opinion stated that on July 19, 1996, flood waters encroached on the plaintiffs' properties. The plaintiffs contacted an independent insurance agency, stating that flood waters had already reached their properties when they requested flood insurance. The insurance agency contacted Selective Insurance, informing them that flood waters had already reached the plaintiffs' properties. A representative from Selective Insurance agreed to provide flood insurance coverage starting on July 19, 1996. The Standard Flood Insurance policies were issued on July 23, 1996, noting that coverage was in effect on July 19, 1996. On July 22, 1996 the plaintiffs field a notice of claim with Selective Insurance regarding flood damage to their properties. On December 12, 1996, Selective Insurance denied coverage, stating that the flood insurance policy was not in full effect because the plaintiffs filed the claim before the applicable policy forms were completed and the premiums had been paid. The plaintiffs alleged that Selective Insurance wrongly denied coverage to them for flood losses. The plaintiffs also alleged that Selective

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163 *David. G. Oberdick and* ***Brookville Equipment Corporation*** *v. A. L. Lee Corporation*, No. 2:13-cv-00059-AJS, filed in the United States District Court for the Western District of Pennsylvania, on January 11, 2013.

164 Kroll also identified a lawsuit, *Robert G. Hinton and Rosa Frances Hinton v. International Harvester Co. and* ***Brookville Equipment, Inc.***, No. 2:67-cv-00629, in the United States District Court for the Western District of Pennsylvania, filed on May 18, 1967. No information for the case is available online. At the client's request, Kroll will obtain the case file.

Insurance acted in bad faith. Selective Insurance contended that they considered the flood loss to be still in progress on July 22, 1996, requiring the plaintiffs to file additional claims after the flood waters receded. Selective Insurance stated that the plaintiffs failed to do this. The court found that the plaintiffs were not entitled to coverage because they failed to file timely proof of their losses. The case was terminated on July 8, 1999.

On August 4, 1999 the plaintiffs filed a notice of appeal. On December 23, 1999 the plaintiffs and Selective Insurance filed a stipulation, and the case was dismissed. Online records do not state whether the case was dismissed with or without prejudice.

- *Perry Thatcher, et al v.* ***Brookville Equipment Corporation***, No. 7:12-cv-00050-ART-EBA, filed in the United States District Court for the Eastern District of Kentucky, on May 21, 2012.

  This was a product liability lawsuit filed by Perry and Edna Thatcher ("the administrators"), administrators of the estate of Ryan Keith Thatcher ("Thatcher"). According to the complaint, Thatcher was operating a mining locomotive manufactured by Brookville when he was killed in an accident. The administrators stated that Thatcher was an experienced operator of mining locomotives. The complaint stated that at the time of the accident, the mining locomotive Thatcher operated was pulling two loaded flat cars. The administrators alleged that in order to make sure the two cars would clear the mine roof structure, Thatcher "positioned himself in a manner such that his head protruded through a retractable hatch in the locomotive's protective canopy. As the locomotive travelled forward at a low rate of speed, Mr. Thatcher's head became trapped between the locomotive's canopy and a ventilation overcast attached to the roof of the mine," causing his death. The administrators contended that Brookville's mining locomotive provided inadequate visibility both in front of and behind the train's operator. They further alleged that the locomotive was designed in an "unreasonably dangerous" way because the locomotive lacked a mechanism to prevent operation when the canopy safety hatch was not fully closed and when the operator was not seated. The administrators asked for $75,000 or more in damages. Brookville filed an answer on June 15, 2012 alleging that Thatcher had been negligent and the lawsuit was barred by the Kentucky Workers' Compensation Act and the administrators' failure to mitigate damages.

  On August 28, 2012, Zurich American Insurance Company ("Zurich") filed an intervening complaint. The complaint stated that Thatcher held a Zurich Workers' Compensation Insurance Benefits policy. According to the complaint, Zurich had paid out $70,916 for the policy. Zurich asked for reimbursements for all benefits it had paid or would pay that were caused by Brookville's alleged negligence in designing the locomotive. On August 30, 2012 Brookville answered the intervening complaint, denying the allegations.

  On October 25, 2012 Brookville filed a third party complaint against Martin County Coal Corporation, Alpha Natural Resources Inc. and Pilgrim Mining Company Inc. ("the third party defendants"), the companies who operated the mine where Thatcher worked. Brookville alleged that the third party defendants failed to train Thatcher in the hazards of transporting supplies through close overhead clearances and failed to train him regarding exiting the operator's compartment while the locomotive was in motion. Brookville further stated that the third party defendants failed to maintain safety by installing close clearance signs or lights to alert mine personnel to abrupt changes in overhead clearance. According to the third party complaint, this was a substantial factor in Thatcher's accident and subsequent death. Brookville asked for a judgment for indemnity against the third party defendants, or for the court to require the third party defendants pay damages to the administrators. On December 13, 2012 the third-party defendants filed an answer to the third party complaint denying that Alpha Natural Resources, Inc. engaged in the operation of the mine. They also denied that Thatcher was injured while "acting within the scope of his employment." The answer did not state additional details on how they alleged Thatcher was injured and killed. The third party defendants denied safety issues at the mine and claimed that Brookville caused Thatcher's death through its equipment.

On October 18, 2013 Brookville filed a notice of settlement. The case was discontinued with prejudice on October 22, 2013.

- *David. G. Oberdick and* ***Brookville Equipment Corporation*** *v. A. L. Lee Corporation*, No. 2:13-cv-00059-AJS, filed in the United States District Court for the Western District of Pennsylvania, on January 11, 2013.

  The complaint in this patent lawsuit alleged that A. L. Lee Corporation ("A. L. Lee") infringed on one of Brookville's patents. Specifically, it alleged that A. L. Lee's "15 Ton Battery Locomotive" and "Rail Runner (Battery)" can be manufactured with an optional "rerailer" feature that infringes on at least one claim of a Brookville patent. Brookville stated that it notified A. L. Lee of the patent infringement through its legal counsel on or about November 2, 2011. The complaint alleged that A. L. Lee responded by saying that they had not infringed on the patent, and continued to sell the "15 Ton Battery Locomotive" and "Rail Runner (Battery)" locomotives. On April 1, 2013, Brookville and A. L. Lee agreed to mediation. On April 4, 2013 A. L. Lee filed an answer, denying any patent infringement. On the same date, A. L. Lee also sought a judgment declaring that it was not infringing on Brookville's patent. On June 2, 2013 the court received a mediation report stating that the case had been resolved, and the case was dismissed the following day.

  According to commercial records, A. L. Lee filed a case with the Patent Trial and Appeal Board.[165] The July 15, 2013 decision stated that Brookville and A. L. Lee filed a confidential settlement agreement and a joint motion to terminate the proceedings. The court granted the termination and the request to keep the settlement agreement confidential.

Kroll identified the following administrative settlement agreement naming Brookville:

- *In the Matter of Brookville Equipment Corporation*, No. AED/MSEB 8191, filed with the United States Environmental Protection Agency Air Enforcement Division, Washington, D.C. on an unstated date.

  This was an Environmental Protection Agency ("EPA") action related to an alleged violation of the Clean Air Act. According to the administrative settlement agreement, filed on July 30, 2015 Brookville failed to obtain Certificates of Conformity for newly manufactured locomotives. The Clean Air Act states that manufacturers must obtain a Certificate of Conformity for each engine family in each new model year, to ensure that all locomotives comply with EPA pollution standards. The EPA alleged that around February 2011, Brookville entered into a contract with the South Florida Regional Transpiration Authority to produce 12 diesel-electric passenger locomotives. The EPA stated that Brookville delivered 11 of these locomotives between September 2013 and May 2014 and did not submit an application for a Certificate of Conformity to the EPA until February and March of 2014 respectively. The EPA stated that in December 2014, Brookville informed the EPA that it had already provided the locomotives to the South Florida Regional Transpiration Authority. The EPA alleged that Brookville violated the Clean Air Act by delivering the 11 locomotives before obtaining a certificate of conformity. According to the terms of the July 30, 2015 settlement agreement, Brookville neither admitted nor denied the alleged violation of law, but agreed to pay a penalty of $202,000.

6.2.2 State

Kroll conducted online civil litigation and criminal records searches in available jurisdictions nationwide.[166] Kroll also conducted onsite research in Jefferson County, Pennsylvania[167] for any

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165 Case No. IPR2013-00245.

166 Nationwide online searches cover jurisdictions that make their information available in databases. Certain jurisdictions do not provide their information to these sources. Available information varies from county to county and state to state. Some jurisdictions only provide information on felonies, and most jurisdictions report convictions only.

167 Kroll searched the Court of Common Pleas from January 1, 1996 through May 24, 2016.

matters naming Brookville that were filed in the last 20 years. Kroll identified the following state level lawsuits filed against Brookville:

- *Fred P. Killingsworth Jr. vs. Oak Grove Resources LLC* ***[Brookville Equipment Corporation]***, No. CV-2006-003048.00, filed in the Circuit Court for Jefferson County, Alabama, on May 24, 2006.

  According to the docket, this was a workmen's compensation lawsuit. The second amended complaint,[168] filed on June 27, 2007 alleged that Fred Killingsworth ("Killingsworth") was injured in the course of his work at Oak Grove Resources LLC. Killingsworth stated that he was injured while operating a locomotive, which was manufactured and sold by Brookville. Killingsworth alleged that Brookville negligently engineered the locomotive and failed to place sufficient warnings on it. According to Killingsworth, he suffered "great physical pain and mental and emotional anguish, stress, humiliation and embarrassment" and lost wages and earning capacity due to Brookville's negligence in designing the locomotive. On August 27, 2007, Brookville filed an answer to the second amended complaint, denying all allegations. On April 29, 2008 the court filed a satisfaction of judgment naming Janet Killingsworth, the administrator of Killingsworth's estate, as creditor. The docket contained no information regarding amount of the judgment. The parties stipulated to a dismissal on July 16, 2008. On July 21, 2008 Brookville was dismissed from the case with prejudice. The case was dismissed with prejudice on July 23, 2008. At the client's request, Kroll can conduct onsite research to identify more information about the judgment.

- *Joe N. Saxton, et al v.* ***Brookville Equipment Corporation,*** *et al*, No. CV-2007-000028.00, filed in the Circuit Court of Jefferson County, Alabama Bessemer Division, on January 8, 2007.

  The complaint for this negligence case stated that Joe Saxton and the other plaintiffs, employees of Oak Grove Resources ("the plaintiffs"), were riding in a "Man Bus" when it was struck by a locomotive manufactured by Brookville. This collision occurred in the Oak Grove Mine. The plaintiffs alleged that they sustained significant injuries caused by Brookville's negligence, as the breaks and other safety systems of the locomotive did not function. The plaintiffs stated that the locomotive's operator was unable to slow it down and that it was not equipped with a signal to warn others of its approach. The plaintiffs asked for punitive damages related to physical injuries they had received from the crash, psychological problems resulting from the crash and payment for hospital bills. Brookville's answer, filed on February 15, 2007, denied the allegations. The answer also stated that the locomotive manufactured by Brookville may have been subsequently altered. On October 12, 2007 the court dismissed the case with prejudice.

- *MotivePower Inc. v. South Florida Regional Transportation Authority, et al* ***[Brookville Equipment Corp.]***, No. CACE11004431, filed in Broward County Circuit Court, Florida on February 23, 2011.

  This is a dispute regarding the award of a contract worth approximately $100 million, to manufacture locomotives for the regional Tri-Rail system in Florida. According to the complaint, MotivePower, Inc. ("MotivePower") alleged that Brookville's bid for the South Florida Regional Transportation Authority ("SFRTA") did not conform to its Invitation to Bid. MotivePower alleged that its bid was the only one to conform to the Invitation to Bid. The complaint also states that Brookville was given an unfair competitive advantage when it was allowed to make material alterations to its bid after the deadline had passed. Specifically, MotivePower alleged that Brookville's locomotives did not meet the "service proven" standard, which required the locomotive model in each bid to already be in service and producing revenue elsewhere. MotivePower stated that Brookville submitted specifications for locomotives that were significantly different than the ones it claimed were service proven. MotivePower asked the court for a temporary injunction to prevent

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[168] At the time the complaint and first amended complaint were filed, Brookville's role was unknown and it was referred to as a John Doe Corporation. The complaint and the first amended complaint contain substantively the same information as the second amended complaint.

Brookville from commencing work on its locomotives. On March 22, 2011 a stipulation of voluntary dismissal with prejudice was filed.

Kroll identified adverse media related to the case. A February 2011 *PalmBeachPost.com* article referred to Brookville as "a small vendor with little experience in building commuter train locomotives that uses an old technology in decreasing use across the United States."[169] The article supported MotivePower's bid and stated that the Brookville trains would be less expensive to buy, but would cost taxpayers "far more to run" than MotivePower's "newer, more-efficient train engines."[170] The article criticized the SFRTA's decision to go with the less expensive, less energy efficient locomotives. Adam Babington, Vice President of the Florida Chamber was quoted in the article as saying "It's a shortsighted decision... It's been frustrating to see the obstacles and resistance [the SFRTA] have put up to a fresh approach."[171] Florida's State Senate budget chief, J. D. Alexander was quoted as saying that choosing Brookville's bid appeared to be a "sweetheart deal."[172] According to a February 2011 article in *Sunshine State News*, unnamed Florida state lawmakers and members of the Florida Chamber of Commerce sent SFRTA letters "expressing concern" about the bidding process for the locomotives.[173]

- ***Brookville Equipment Corp.***, *The Cincinnati Enquirer and CAF USA, Inc. vs. City of Cincinnati*, No. A-1204469, in the Hamilton County Court of Common Pleas, Ohio, filed on June 20, 2012.

  According to an opinion filed for the case on August 15, 2012, this was a dispute over the release of project bid information. In September 2011, Cincinnati issued a request for proposals for the construction of a streetcar system. The request included a notice that documents submitted to the city would be subject to disclosure under Ohio's Public Records Act, but that certain information, such as trade secrets, would be exempt from disclosure. According to the opinion, Brookville submitted a proposal and later the Cincinnati Enquirer made a public records request. Cincinnati allowed Brookville to redact its proposal to remove trade secrets, and those redacted documents were given to the Cincinnati Enquirer. The opinion states that the Cincinnati Enquirer made requests for unreacted documents. Cincinnati informed Brookville that it planned to turn over underacted documents to The Cincinnati Enquirer and Brookville filed a lawsuit to stop the disclosure. Another company, United Streetcar LLC, also filed suit, and that lawsuit was consolidated with Brookville's. The court refused to block the release of the information and Brookville appealed the decision.

  The case was appealed to the Court of Appeals of Ohio, First Appellate District, Hamilton County. According to the opinion filed on August 15, 2012, the appeals court upheld the decision of the trial court.

6.2.3 Bankruptcy

A nationwide online search of U.S. bankruptcy proceedings identified no records naming Brookville as a debtor or creditor.

6.3 Judgments, Liens and UCC Filings

Kroll conducted searches of national databases containing judgments, federal and state tax liens and Uniform Commercial Codes ("UCC") for records naming Brookville. Kroll conducted research for judgments and liens in Jefferson County, Pennsylvania.[174]

Kroll identified the following judgments and liens naming Brookville or its affiliates:

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169 "South Florida's Tri-Rail set to make controversial locomotive buy," *PalmBeachPost.com*, February 25, 2011.

170 Ibid.

171 Ibid.

172 Ibid.

173 http://www.sunshinestatenews.com/story/bidder-tries-blow-tri-rail-locomotive-deal

174 Kroll searched the Court of Common Pleas from January 1, 1996 through May 24, 2016.

Debtor	Creditor	Nature	Date Filed	Filing No.	Court / Office	Amount	Status
Brookville Equipment Corporation, Natural Resources Partners LP, Pinoak Resources LLC and Questor Management Co LLC	"Joe NN Saxton"	Civil New Filing	January 8, 2007	CV2007000028	Jefferson-Bessemer Circuit Court, Alabama	Not stated	Not stated
Brookville Equipment Inc.	State of Pennsylvania	State Tax Lien	August 13, 2007	2007-00721	Jefferson County, Pennsylvania	$164,827.50	No release located
Brookville Equipment Corp.	State of California	State Tax Lien	May 28, 2010	201005281029	Sacramento County Court	$6,389	Released on an unstated date

Kroll identified the following waivers of rights to file mechanics' liens, naming Brookville or its affiliates. According to these records, various contractors waived their rights to file mechanics' liens against Brookville or its affiliates:

Owner	Contractor	Nature	Date Filed	Filing No.	Location
Brookville Equipment Corporation	Charles H. Dobson	Waiver of Right to File Mechanic Lien	August 11, 1997	1997-05094	Jefferson County, Pennsylvania
Brookville Equipment Corporation and Jefferson County Development Council	Dobson Incorporated	Waiver of Right to File Mechanic Lien	November 7, 2006	2006-05302	Jefferson County, Pennsylvania
Brookville Equipment Corporation and Jefferson County Development Council	Jewell Electric Inc.	Waiver of Right to File Mechanic Lien	November 7, 2006	2006-05304	Jefferson County, Pennsylvania
Brookville Equipment Corporation and Jefferson County Development Council	Lutons Plumbing Heating & Air Conditioning	Waiver of Right to File Mechanic Lien	November 7, 2006	2006-05305	Jefferson County, Pennsylvania
Brookville Equipment Corporation and Jefferson County Development Council	Wheelabrator Group	Waiver of Right to File Mechanic Lien	November 7, 2006	2006-0506	Jefferson County, Pennsylvania
Brookville Equipment Corporation and Jefferson County Development Council	G W People Contracting Company Inc.	Waiver of Right to File Mechanic Lien	November 7, 2006	2006-05307	Jefferson County, Pennsylvania
Brookville Equipment Corporation and Jefferson County Development Council	Eagle Contracting	Waiver of Right to File Mechanic Lien	November 30, 2006	2006-05320	Jefferson County, Pennsylvania
Brookville Equipment Corporation and Jefferson County Development Council	Compressed Air Specialists Company T/D/B/A Casco USA	Waiver of Right to File Mechanic Lien	November 30, 2006	2006-05321	Jefferson County, Pennsylvania
Brookville Equipment Corporation and Jefferson County Development Council	Guardian Protection Services Inc.	Waiver of Right to File Mechanic Lien	November 30, 2006	2006-05322	Jefferson County, Pennsylvania
Brookville Equipment Corporation and Jefferson County Development Council	Shirey Overhead Doors	Waiver of Right to File Mechanic Lien	December 21, 2006	2006-05344	Jefferson County, Pennsylvania
Brookville Equipment Corporation and Jefferson County Development Council	Progressive Crane LLC	Waiver of Right to File Mechanic Lien	December 21, 2006	2006-05346	Jefferson County, Pennsylvania
Brookville Equipment Corporation and Jefferson County Development Council	Clara Cressley T/D/B/A CMC Construction	Waiver of Right to File Mechanic Lien	December 21, 2006	2006-05345	Jefferson County, Pennsylvania
Brookville Equipment Corporation and Jefferson County Development Council	Doug Olson	Waiver of Right to File Mechanic Lien	December 22, 2006	2006-05347	Jefferson County, Pennsylvania

Kroll identified the following UCC filings naming Brookville or its affiliates:

Debtor	Creditor	Nature	Date Filed	Filing No.	Location	Collateral	Status
Pennbro Corporation	"Savings & Trust Company of Pathe"	Original UCC Filing	March 23, 1984	12360316	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Locomotive Pennbro Corp.	"Central Bk"	Original UCC Filing	November 9, 1988	16780704	Pennsylvania Secretary of State	Not stated	Terminated September 14, 1993
Pennbro Corporation	Savings & Trust Co.	Continuation of UCC Filing	March 14, 1989	17060667	Pennsylvania Secretary of State	Not stated	Not stated
Pennbro Corporation	"The Savings & Trust Co of PA"	Original UCC Filing	March 30, 1989	17181918	Pennsylvania Secretary of State	Specified industrial equipment/machinery	Not stated
Brookville Locomotive and Pennbro Corporation	Savings & Trust Co. of Pennsylvania	Original UCC Filing	February 27, 1990	18240847	Pennsylvania Secretary of State	Not stated	Not stated
Pennbro Corp.	Savings and Trust Co. of Pennsylvania	Original UCC Filing	August 27, 1990	18860720	Pennsylvania Secretary of State	Specified equipment, inventory, general intangible(s), chattel paper, contract rights and account(s), including proceeds and products	Not stated
Brookville Mining Equipment Corp.	S&T Bank	Original UCC Filing	March 21, 1991	19511583	Pennsylvania Secretary of State	All equipment, inventory, general intangible(s), chattel paper, contract rights and account(s), including proceeds and products	Not stated
Brookville Mining Equipment Corp.	S&T Bank	Original UCC Filing	April 20, 1992	20720591	Pennsylvania Secretary of State	Specified equipment, inventory, general intangible(s), chattel paper, contract rights and specified account(s) including proceeds and products	Not stated
Brookville Mining Equipment Corp.	PNC Bank NA	Original UCC Filing	February 25, 1993	21690529	Pennsylvania Secretary of State	Specified inventory, general intangible(s), chattel paper, contract rights and account(s), including proceeds and products	Not stated
Brookville Mining Equipment	Beckwith Machinery Co.	Original UCC Filing	April 25, 1995	24220035	Pennsylvania Secretary of State	Specified equipment and specified construction equipment/machinery	Not stated
Brookville Mining Equipment Co.	S&T Bank	Original UCC Filing	January 17, 1996	1996-02017	Pennsylvania	Not stated	UCC Continuation filed September 19, 2000
Brookville Mining Equipment Corporation	S&T Bank	Original UCC Filing	January 18, 1996	25071149	Pennsylvania Secretary of State	Equipment, inventory, general intangible(s), chattel paper, contract rights and account(s), and proceeds and products	Not stated
Brookville Mining Equipment Inc.	North Central Pennsylvania Regional Planning & Dev.	Original UCC Filing	February 16, 1996	1996-000715	Pennsylvania	Not stated	Not stated
Brookville Mining Equipment Inc.	North Central Pennsylvania Reg.	Original UCC Filing	February 16, 1996	1996-02049	Pennsylvania	Not stated	Not stated

Debtor	Creditor	Nature	Date Filed	Filing No.	Location	Collateral	Status
Brookville Mining Equipment Inc.	"North Central Pennsylvania Regional Planning & Development C"	Original UCC Filing	February 20, 1996	25171116	Pennsylvania Secretary of State	Equipment	Not stated, would have expired on February 20, 2001 if still active
Brookville Mining Equipment Corporation	S&T Bank	Amendment to UCC Filing	March 14, 1996	25251380	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Mining Equipment Corporation	S&T Bank	Amendment to UCC Filing	March 14, 1996	25251378	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Mining Equipment Corp.	PNC Bank NA	Termination of UCC Filing	April 17, 1996	25361426	Pennsylvania Secretary of State	Not stated	Terminated on April 17, 1996
Brookville Mining Equipment Co.	A W Miller Tech Sales Inc.	Original UCC Filing	September 16, 1996	1996-02296	Pennsylvania	Not stated	Not stated
Brookville Mining Equipment	A W Miller Tech Sales Inc.	Original UCC Filing	September 23, 1996	25880232	Pennsylvania Secretary of State	Equipment and proceeds	Expired on September 23, 2001
Brookville Mining Equipment	A W Miller Tech Sales Inc.	Termination of UCC Filing	April 28, 1997	26620260	Pennsylvania Secretary of State	Not stated	Terminated April 28, 2007
Brookville Mining Equipment Co.	S&T Bank	Original UCC Filing	December 5, 1997	1997-02383	Pennsylvania	Not stated	Not stated
Brookville Mining Equipment Co.	S&T Bank	Original UCC Filing	December 5, 1997	1997-007186	Pennsylvania	Not stated	Not stated
Brookville Mining Equipment Corporation	S&T Bank	Original UCC Filing	December 9, 1997	28291727	Pennsylvania Secretary of State	Equipment, fixtures, inventory, general intangible(s), chattel paper, contract rights, accounts receivable, machinery, business machinery/equipment, account(s) and other, and proceeds	Not stated
Brookville Mining Equipment Corporation	US Small Business Administration	Original UCC Filing	March 3, 1998	28621288	Pennsylvania Secretary of State	Equipment, fixtures, inventory, accounts receivable and machinery, and proceeds	Not stated, filing would have expired on March 4, 2003 if still active
Brookville Mining Equipment Corporation	Jefferson County Development Council Inc.	Original UCC Filing	July 30, 1998	29221206	Pennsylvania Secretary of State	Equipment	Not stated
Brookville Mining Equipment Corporation	S&T Bank	Continuation of UCC Filing	September 20, 2000	3381010	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Equipment Corporation	S&T Bank	Original UCC Filing	January 17, 2002	34830522	Pennsylvania Secretary of State	All equipment, inventory, general intangible(s), chattel paper and account(s), and proceeds	Not stated
Brookville Mining Equipment Corporation	Capital Crossing Bank	Assignment of UCC Filing	March 13, 2002	3610711	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Mining Equipment Corporation	S&T Bank	Continuation of UCC Filing	June 13, 2002	36341746	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Mining Equipment Corporation	Capital Crossing Bank	Continuation of UCC Filing	October 22, 2002	3676512	Pennsylvania Secretary of State	Not stated	Not stated

Debtor	Creditor	Nature	Date Filed	Filing No.	Location	Collateral	Status
Brookville Equipment Corporation	Beckwith Machinery Company	Original UCC Filing	March 31, 2003	20030300389	Pennsylvania Secretary of State	Equipment	Not stated
Brookville Equipment Corporation	Beckwith Machinery Company	Original UCC Filing	March 31, 2003	20030300369	Pennsylvania Secretary of State	Equipment	Not stated
Brookville Equipment Corporation	Beckwith Machinery Company	Termination of UCC Filing	May 8, 2003	20030457948	Pennsylvania Secretary of State	Not stated	Terminated May 8, 2003
Brookville Equipment Corporation	Beckwith Machinery Company	Termination of UCC Filing	October 29, 2003	20031049577	Pennsylvania Secretary of State	Not stated	Terminated October 29, 2003
Brookville Mining Equipment Corporation	Capital Crossing Bank	Termination of UCC Filing	January 4, 2005	2005011102695	Pennsylvania Secretary of State	Not stated	Terminated January 4, 2005
Brookville Mining Equipment Corporation	S&T Bank	Continuation of UCC Filing	August 29, 2005	2005083100180	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Mining Equipment	Cummins Bridgeway LLC	Original UCC Filing	April 7, 2006	2006041202900	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Equipment Corporation	S&T Bank	Continuation of UCC Filing	July 27, 2006	2006073100356	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Equipment Corporation	S&T Bank	Continuation of UCC Filing	September 24, 2007	2007092402349	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Equipment Corporation	Hewlett-Packard Financial Services Company	Original UCC Filing	April 9, 2009	2009040905765	Pennsylvania Secretary of State	Equipment, general intangible(s), computer equipment and account(s), and proceeds	Not stated
Brookville Equipment Corporation	Department of Community and Economic Development	Original UCC Filing	August 10, 2009	2009081100453	Pennsylvania Secretary of State	Equipment and machinery, and proceeds	Not stated
Brookville Equipment Corporation	S&T Bank	Continuation of UCC Filing	July 21, 2010	2010072101332	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Equipment Corporation	Mazak Corporation	Original UCC Filing	September 14, 2010	2010091406812	Pennsylvania Secretary of State	Leased equipment and proceeds	Not stated
Brookville Equipment Corporation	S&T Bank	Continuation of UCC Filing	August 10, 2011	2011081002018	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Equipment Corporation	Mazak Corporation	Termination of UCC Filing	September 30, 2011	2011093005169	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Equipment Corporation	S&T Bank	Original UCC Filing	May 4, 2012	2012050411476	Pennsylvania Secretary of State	Equipment, fixtures, inventory, general intangible(s), chattel paper, assets and account(s) and proceeds	Not stated
Brookville Equipment Corporation	Trumpf Inc.	Original UCC Filing	June 6, 2012	2012060608196	Pennsylvania Secretary of State	Equipment	Not stated
Brookville Equipment Corporation	Department of Community and Economic Development	Termination of UCC Filing	June 19, 2012	2012062002916	Pennsylvania Secretary of State	Not stated	Terminated June 19, 2012
Brookville Equipment Corporation	Trumpf Inc.	Termination of UCC Filing	August 20, 2012	2012082004712	Pennsylvania Secretary of State	Not stated	Terminated June 19, 2012

Debtor	Creditor	Nature	Date Filed	Filing No.	Location	Collateral	Status
Brookville Mining Equipment Corporation	S & T Bank	Continuation of UCC Filing	September 11, 2012	2012091104525	Pennsylvania Secretary of State	Not stated	Not stated
Northwest Laborers-Employers Training Trust Fund	Brookville Equipment Corporation	Original UCC Filing	September 16, 2013	201325992968	Washington Secretary of State	Not stated	Not stated
Brookville Mining Equipment Corporation	S & T Bank	Continuation of UCC Filing	August 20, 2015	201508280075	Pennsylvania Secretary of State	Not stated	Not stated
Brookville Equipment Corporation	M-2 Rail	Original UCC Filing	March 25, 2016	2016032500626	Pennsylvania Secretary of State	Equipment, fixtures, inventory, computer equipment, vehicles and account(s), including proceeds and products	Not stated

6.4 Patents and Trademarks

Using the search terms "Brookville Equipment," "Brookville Global," "Brookville Mining," "Brookville Locomotive" and "Pennbro." Kroll searched the United States Patent and Trademark Office and identified the following United States patents currently registered to Brookville:

Patent Number	Date	Title	Assignee
US5743190	June 13, 1996	Rerailer apparatus	Brookville Mining Equipment Corporation
US6193035	November 30, 1998	Trolley pole support apparatus with variable length moment arm	Brookville Mining Equipment Corporation
US5743190	September 30, 2001	Rerailer apparatus	Brookville Equipment Corporation
Publication 20100281852[175]	May 5, 2010	Filter Regeneration System and Method	Brookville Equipment Corporation

Using the same search terms, Kroll identified no trademarks assigned to Brookville.

6.5 Regulatory Registrations and Actions

6.5.1 Securities Industry Regulatory Actions

Kroll searched for any sanctions or actions by governmental or self-regulatory organizations, including the Financial Industry Regulatory Authority (or its predecessor the National Association of Securities Dealers), the New York Stock Exchange, the U.S. Securities and Exchange Commission, the National Futures Association, and the Commodity Futures Trading Commission. Kroll identified no adverse records naming Brookville.

6.5.2 Office of Foreign Assets Control and Watch Lists

[175] This patent has not yet been awarded.

Brookville was not identified on any "watch" lists to which Kroll subscribes. Research used to obtain this information included a search of both international and national organizations, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control, the United Kingdom's Financial Conduct Authority, and Interpol, as well as national and international media sources.

6.5.3 United States Tax Court

An online search of tax petitions filed from 1986 to the present identified no records naming Brookville.

7. APPENDIX ONE – JOHN LAING INVESTMENTS

7.1 Investment Subsidiaries

Companies which are wholly-owned:

United Kingdom:

- Croydon PSDH Holdco 2 Limited
- Croydon PSDH Holdco Limited
- John Laing Cambridge Limited
- John Laing Infrastructure Limited
- John Laing Investments New Zealand Holdings Limited
- John Laing Investments Overseas Holdings Limited
- John Laing Projects & Developments (Croydon) Limited
- John Laing Projects & Developments (Holdings) Limited
- John Laing Social Infrastructure Limited
- Laing Investment Company Limited

Overseas:

- John Laing I-4 Holdco Corp
- John Laing Investments East West Link BV
- John Laing Investments Netherlands Holdings BV
- John Laing Investments NGR BV
- John Laing Investments NRAH BV
- John Laing Investments Perth Stadium BV

7.2 Project Companies

Companies which are wholly-owned unless otherwise specified.

United Kingdom:

- Agility Trains West Limited (24 per cent)
- Agility Trains East Limited (30 per cent)
- Alder Hey (Special Purpose Vehicle) Limited (40 per cent)
- Aylesbury Vale Parkway Limited (50 per cent)
- Burton Wold Extension Limited
- Branden Solar Parks Limited
- Carscreugh Renewable Energy Park
- City Greenwich Lewisham Rail Link plc (52 per cent)
- CountryRoute (A130) plc
- Croydon and Lewisham Lighting Services Limited (50 per cent)
- CCURV LLP (50 per cent)
- Dreachmhor Wind Farm Limited
- Defence Support (St Athan) Limited
- Forum Cambridge LLP (50 per cent)
- Healthcare Support (Erdington) Limited
- INEOS Runcorn (TPS) Limited (37.43 per cent)
- Inspiral Oldham Limited (95 per cent)
- John Laing (Croydon Development Company) LLP
  John Laing Rail Infrastructure Limited
- Laing/Gladedale (Hastings) Limited (50 per cent)
- Laing/Gladedale (St Saviours) Limited (50 per cent)
- New Albion Wind Ltd
- Regenter Myatts Field North Limited (50 per cent)

- Services Support (BTP) Limited (54.17 per cent)
- Services Support (Cleveland) Limited (27.08 per cent)
- Severn River Crossing plc (35 per cent)
- Speyside Renewable Energy Partnership Hold Co Limited (23.43 per cent)
- Surrey Lighting Services Limited (50 per cent)
- UK Highways A55 Limited (50 per cent)
- UK Highways Limited (50 per cent)
- Viridor Laing (Greater Manchester) Limited (50 per cent)
- Wear Point Wind Limited

Overseas:

- A1 Mobil GmbH & Co. KG (42.5 per cent)
- A-Lanes A15 BV (28 per cent)
- Denver Transit Partners LLC (45 per cent)
- Dhule Palesner Tollway Limited (36 per cent)
- Gdansk Transport Company Limited (29.69 per cent)
- I-4 Mobility Partners Op Co LLC (50 per cent)
- NGR Project Company Pty Limited (40 per cent)
- MAK Macsek Autopalya Koncesszios Zrt (30 per cent)
- SA Health Partnership Nominees Pty Limited (17.26 per cent)
- Securefuture Wiri Limited (30 per cent)
- SPC Management Services BV (33.33 per cent)
- Rammeldalsberget Vindkraft AB
- Swartvallsberget SPW AB

7.3 Directors' UK Appointments

7.3.1 Chris Waples

Waples has the following current appointments:

Company name	Status	Position	Date of appointment
John Laing Limited	Active	Director	Appointed August 13, 2007
John Laing Investments Limited	Active	Director	Appointed September 1, 2007
John Laing Infrastructure Limited	Active	Director	Appointed December 11, 2007
John Laing Social Infrastructure Limited	Active	Director	Appointed December 11, 2007
Modus Services (Holdings) Limited[176]	Active	Director	Appointed April 1, 2008
Modus Services Limited	Active	Director	Appointed April 1, 2008
Laing Property Holdings Limited	Active	Director	Appointed July 14, 2008
Sebergham Nominees Limited	Active	Director	Appointed July 14, 2008
Laing Investments Management Services Limited	Active	Director	Appointed December 1, 2009

7.3.2 Patrick O'Donnell Bourke

O'Donnell Bourke has the following current appointments:

Company name	Status	Position	Date of appointment
John Laing Limited	Active	Director	Appointed May 1, 2011
John Laing Services Limited	Active	Director	Appointed May 1, 2011
Laing Property Holdings Limited	Active	Director	Appointed May 1, 2011
Laing Investments Management Services Limited	Active	Director	Appointed May 10, 2011
John Laing Investments Limited	Active	Director	Appointed August 17, 2011
Affinity Water Limited	Active	Director	Appointed July 24, 2013
John Laing Group plc	Active	Director	Appointed January 16, 2015
John Laing Holdco Limited	Active	Director	Appointed January 26, 2015

[176] Modus Services is a joint venture between Innisfree and John Laing.

7.3.3 Derek Potts

Potts has the following current appointments:

Company name	Status	Position	Date of appointment
John Laing Investments Limited	Active	Director	Appointed August 3, 2001
Laing Infrastructure Holdings Limited	Active	Director	Appointed October 31, 2001
John Laing Infrastructure Limited	Active	Director	Appointed March 22, 2002
Hungary M6 Limited	Active	Director	Appointed March 28, 2002
John Laing Limited	Active	Director	Appointed September 1, 2004
Laing Investments Management Services (Canada) Limited	Active	Director	Appointed August 17, 2006
John Laing Social Infrastructure Limited	Active	Director	Appointed December 11, 2007
Laing Investments Management Services (Singapore) Limited	Active	Director	Appointed February 25, 2008
Sebergham Nominees Limited	Active	Director	Appointed July 14, 2008
Laing Investments Management Services Limited	Active	Director	Appointed February 7, 2011
Laing Investments Management Services (Australia) Limited	Active	Director	Appointed June 10, 2013

7.3.4 Carolyn Cattermole

Cattermole has the following current appointments:

Company name	Status	Position	Date of appointment
DS Smith B.V.	Active	Director	Appointed July 25, 2005
John Laing Social Infrastructure Limited	Active	Secretary	Appointed September 27, 2012
John Laing Investments Limited	Active	Secretary Director	Appointed September 27, 2012 Appointed August 16, 2013
Hungary M6 Limited	Active	Director	Appointed September 27, 2012
Sebergham Nominees Limited	Active	Director	Appointed September 27, 2012
Wimpey Laing Iran Limited	Active	Director	Appointed September 27, 2012
Wimpey Laing Limited	Active	Director	Appointed September 27, 2012
Laing Investments Management Services Limited	Active	Director	Appointed March 26, 2014
John Laing Group plc	Active	Director	Appointed January 16, 2015
John Laing Holdco Limited	Active	Director	Appointed January 26, 2015
John Laing Limited	Active	Director	Appointed January 28, 2015

7.3.5 Brett Pieterse

Pieterse has the following current appointments:

Company name	Status	Position	Date of appointment
John Laing Investments Limited	Active	Director	Appointed November 4, 2011
Laing Investments Management Services (Australia) Limited	Active	Director	Appointed June 10, 2013
Laing Investments Management Services (New Zealand) Limited	Active	Director	Appointed April 29, 2014
John Laing Investments NZ Holdings Limited	Active	Director	Appointed July 10, 2015
Laing Investments Management Services Limited	Active	Director	Appointed December 1, 2015

7.4 Former Directors

Name	Appointment	Dates of appointment
Maria Bernadette Lewis	Secretary	March 6, 2009 to September 4, 2015
Gary Stephen Lucas	Director	September 1, 2007 to August 16, 2013
David Michael Hardy	Director	September 1, 2007 to August 16, 2013
James Kerr	Director	January 14, 2009 to January 18, 2013
Roger Keith Miller	Secretary	November 1, 1999 to April 12, 2002 and March 23, 2007 to September 27, 2012
Andrew Gilbert Charlesworth	Director	September 1, 2007 to September 24, 2010
Peter Alan James Couldery	Director	September 1, 2007 to October 31, 2009
Alan Campbell Hogg	Director	September 1, 2007 to October 20, 2009
Ian Joseph Wells	Director	May 31, 1991 to June 30, 2009
Richard Weston	Director	October 1, 1997 to April 30, 2008
Andrew James Ballsdon	Director	September 1, 2007 to January 31, 2008
David John Morice Hartshorne	Director	September 1, 2007 to January 15, 2008
Peter Geoffrey Shell	Secretary	April 12, 2002 to March 23, 2007
Andrew Erskine Friend	Director	September 13, 1999 to September 8, 2006
Anthony Charles Roper	Director	October 1, 1997 to March 15, 2006
Michael Tiongson Rodriguez	Director	August 3, 2001 to April 29, 2005
James Martin Storer	Director	January 27, 2003 to September 24, 2003
Florence Marie Françoise Barras	Director	August 24, 1998 to June 28, 2002
Alan Robert Chaney	Director	October 1, 1997 to March 28, 2002
Adrian James Henry Ewer	Director	August 24, 1998 to October 31, 2001
Andrew Simon Taylor	Director	December 1, 1999 to December 24, 2000
Derek William Featherstone	Secretary	October 1, 1997 to November 1, 1999
James Armstrong	Director	July 5, 1993 to September 13, 1999
Sir John Martin Kirby Laing	Director	pre May 31, 1991 to October 1, 1997
Robert Alec Wood	Director	May 31, 1991 to October 1, 1997
Leslie Richard Angell -	Secretary and Director	pre May 31, 1991 to October 1, 1997
Denis Christopher Madden	Director	November 1, 1994 to October 1, 1997
Jon Rushton	Director	pre May 31, 1991 to October 31, 1994
Bryan Scott Gregory	Director	January 1, 1992 to March 1, 1999
John Arthur Renshaw	Director	pre May 31, 1991 to December 31, 1991

EXHIBIT 2

INTERIM AGREEMENT – TERM SHEET

MIAMI BEACH LIGHT RAIL/MODERN STREETCAR PROJECT

This document is a summary of the anticipated major terms of the Interim Agreement to perform certain project development activities for the Miami Beach light rail/modern streetcar project (the "Project"), expected to be entered into by the City of Miami Beach (the "City"), and a developer (the "Developer") to be selected based on proposals submitted in response to a proposal requirements document (the "PRD") issued for the Project.

ITEM	TERM	SUMMARY
1.0	**GENERAL OVERVIEW**	
1.1	**Interim Agreement Scope of Services**	The Developer shall perform certain project development services to assist in the negotiation of a subsequent Comprehensive Agreement to become the concessionaire ("Concessionaire") for the design, construction, finance, operation and maintenance of the Project. The Developer shall have a right of first negotiation for the Comprehensive Agreement and if the parties cannot reach agreement on a Comprehensive Agreement, then the City may proceed to the second-ranked proposer at the City's discretion. The Developer shall perform the services in accordance with any applicable Milestone Deadlines set forth in the Interim Agreement.
1.2	**Project Description**	The anticipated scope of the Project includes the design, finance, construction, operation and maintenance of a wireless light rail/modern streetcar system, to include the following: (a) vehicles and associated power, communications, signalization, and other systems required for the functionality of the Project. (b) vehicle storage, maintenance and operations facility, at a location to be identified by the City. (c) civil infrastructure. (d) tracks and station stops, based on route alignments identified by the City. (e) fare collection systems. (f) operations, maintenance service and safety system programs and methods. The system must be fully catenaryless while in operation between stops along the Project route, but may use catenary within the vehicle storage, maintenance and operations facility and may allow for charging of the vehicle batteries or supercapacitors at passenger

ITEM	TERM	SUMMARY
		stops along the route. The system shall maintain air conditioning in all vehicles in a climate similar to the climate in the City of Miami Beach. The system must include low floor, low step design throughout each vehicle to maximize and facilitate accessibility and more timely passenger loading and unloading, and operate in a typical centenary system in the United States (750V DC). The system must be interoperable with a future extension of the Beach Corridor Direct Connection Project. The system must be interoperable in alignment and stop layout and design, and in vehicle safety and power systems. The Developer shall outline an approach and schedule for demonstrating interoperability with the proposed power system technology and with the crashworthiness and safety of the vehicle prior to execution of the Comprehensive Agreement. Also, the scope of the Project will include work related to the City's resiliency program as identified by the City, which will be separately funded by the City and maintained by the City after completion of the work.
1.3	**Term**	Unless terminated earlier, the Interim Agreement will terminate on the earlier of: (a) the execution of the Comprehensive Agreement or (b) 210 days from the effective date of the Interim Agreement, unless extended by mutual agreement of the parties.
1.4	**Exclusive Right to Negotiate**	The Developer shall have the exclusive right to negotiate a Comprehensive Agreement with the City during the term of the Interim Agreement, unless terminated earlier pursuant to the terms of the Interim Agreement. If the Interim Agreement is terminated and the parties fail to execute a Comprehensive Agreement, the City, at its discretion, may then commence negotiations with the second-ranked proposer.
1.5	**Process for Negotiating Comprehensive Agreement**	The parties shall negotiate in good faith a Comprehensive Agreement consistent with the Comprehensive Agreement term sheet included with the Interim Agreement; provided, however, that neither party is obligated to execute a Comprehensive Agreement. A high level summary of the key concepts and terms of the Comprehensive Agreement is attached as Attachment A to this Interim Agreement Term Sheet. A more detailed term sheet of the Comprehensive Agreement will be included in the Interim Agreement. The City intends to secure a competitive price for the Project. Therefore, pricing negotiations for the Comprehensive Agreement shall be on an open-book basis, allowing the City to review all underlying assumptions and data associated with the Developer's Pricing and Financial Proposal. Such assumptions and data may include, but are not limited to, financing costs, labor and equipment rates, direct and indirect costs, allowance, contingencies, overhead

ITEM	TERM	SUMMARY
		and profit. The City's intent is for the Developer to secure competitive pricing on major components of the Project, such as items to be subcontracted, materials, and for the overall price presented by the Developer to be competitive in the market for similar facilities to ensure the City receives the best value for the City and their funding partners.
1.6	**Conditions Precedent for Executing Comprehensive Agreement**	The following shall be conditions precedent to executing a Comprehensive Agreement: (a) the Developer is not in default under the Interim Agreement; (b) the Interim Agreement has not been terminated; (c) all Project Deliverables required under the Interim Agreement have been reviewed and approved by the City; (d) the Developer, its equity members and its key contractors are in compliance with the Public Entity Crimes Act and are not debarred from bidding on City contracts; (e) the environmental process has been completed and the Project is consistent with the environmental documents; and (f) the Project funding plan is completed and in place to support any milestone payments and availability payments required to be paid to the Concessionaire under the Comprehensive Agreement.
2.0	**SCOPE OF SERVICES AND COMPENSATION**	
2.1	**Early Due Diligence Project Deliverables**	The Developer shall furnish the following early due diligence Project Deliverables: (a) Preliminary cost estimate no later than 60 days of execution of the Interim Agreement. (b) Preliminary project schedule through revenue service no later than 60 days of execution of the Interim Agreement. (c) Preliminary assessment of fare collection approach no later than 60 days of execution of the Interim Agreement. (d) Approach for safety certification no later than 30 days of execution of the Interim Agreement. (e) Simulation and preliminary approach for interoperability no later than 90 days of execution of the Interim Agreement.
2.2	**Contents of Preliminary Cost Estimate**	The preliminary cost estimate for the Project shall be based on the Draft Project Environmental Impact Report using the Developer's preliminary approach, vehicle and vehicles systems. The

ITEM	TERM	SUMMARY
		preliminary cost estimate shall include the following key items: (a) Capital costs necessary for the design and construction of the Project. Major elements should be identified separately including: i. design costs. ii. civil construction. iii. track, stops and related systems. iv. vehicle and vehicle systems. v. vehicle storage operations and maintenance facility and public works replacement facilities. vi. resiliency program requirements. (b) Operations and maintenance costs outlined for the life of the Project during the term of the Comprehensive Agreement. Major elements should be identified separately including: i. annual operations and maintenance of the vehicles and vehicle systems. ii. annual operations and maintenance of the track, stops and track systems. iii. annual operations and maintenance of the vehicle storage operations and maintenance facility. iv. periodic renewal and replacement cost for the vehicles and vehicle systems v. periodic renewal and replacement cost for the track, stops and track systems. vi. periodic renewal and replacement cost for the vehicle storage operations and maintenance facility. vii. other annual operations and maintenance costs. viii. other renewal and replacement costs.
2.3	**Content of Preliminary Project Schedule**	The preliminary project schedule shall include the following major elements. Any major phasing should be identified to the extent possible. (a) Development phase of the Interim Agreement to execution of the Comprehensive Agreement/financial close. (b) Design Stage. i. civil works.

ITEM	TERM	SUMMARY
		ii. track, stops and track systems. iii. vehicles and vehicle systems. iv. vehicle storage operations and maintenance facility and public works replacement facilities. (c) Construction Stage i. civil works. ii. track, stops and track systems. iii. vehicles and vehicle systems. iv. vehicle storage operations and maintenance facility. v. systems testing, certification and integration – passing to operations and public works replacement facilities. vi. revenue service.
2.4	**Content of Preliminary Assessment of Fare Collection Approach**	The preliminary assessment of fare collection approach for the Project shall identify the Developer's assessment of the most effective approach to fare collection, which shall include the assessment of key elements such as: (a) Open versus closed system. (b) Passenger loading and unloading. (c) Collection efficiency and effectiveness. (d) Enforcement and assessment of fines.
2.5	**Content of Approach to Safety Certification**	The approach to safety certification as required under federal and state laws shall include the following key elements: (a) System safety program plan. (b) System security program plan. (c) Safety and security certification program plan.
2.6	**Content of Simulation and Preliminary Approach for Interoperability**	The simulation and preliminary approach for interoperability shall address the interoperability of the Project with possible future connections to the Project, including the following key elements: (a) What, if any changes would be required to the Developer's proposed system to operation on an expanded system that includes both catenary and catenary less operations. This shall include both the major elements and the anticipated cost to include the elements on the Developer's proposed system to operate on the expanded system. (b) What changes would be required to other vehicle and

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		vehicle systems manufactured by others to operate on the Developer's proposed system for the Project. This shall include both the major elements and the anticipated cost to include the elements on the other vehicle and vehicle systems to effectively operate on the Developer's proposed system for the Project.
2.7	**Other Technical and Financial Project Deliverables**	The Developer shall furnish the following Project Deliverables during the term of the Interim Agreement in accordance with the applicable Milestone Deadlines: (a) Project Deliverables Management Plan (b) Project Management Technical Solutions (c) Design and Construction Technical Solutions (d) Operations, Maintenance, Rehabilitation, and Handback Technical Solutions (e) Systems Integration Technical Solutions (f) Geotechnical Report (g) Utility Report (h) Hazardous Materials Report (i) Financial and Price Proposal
2.8	**Content of Project Deliverables Management Plan**	The Project Deliverables Project Management Plan shall address and contain the following information: (a) approach to ensuring that the Project Deliverables comply with the requirements of the Interim Agreement; (b) work plan for the delivery of each Project Deliverable by the applicable Milestone Deadline; (c) description of the quality management plan for any design undertaken related to the Project Deliverables; and (d) line item budget for each Project Deliverable, including estimated hours.
2.9	**Content of Project Management Technical Solutions**	The Project Management Technical Solutions shall address and contain the following information: (a) an initial project management plan for the work required under the Comprehensive Agreement; (b) an initial baseline schedule that provides a summary level description of the key activities and milestones during the design-build period and planned capital asset replacement

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		work during the operations and maintenance period, including the proposed deadlines for substantial completion and final completion; (c) schedule for LRV delivery, testing and commissioning; (d) approach to supporting the City's communication and outreach with the public, including users, businesses and other local stakeholders; (e) approach to permitting and environmental compliance, including a matrix identifying all required permits and governmental approvals; and (f) description of the systems and procedures used to monitor and report performance.
2.10	**Content of Design and Construction Technical Solutions**	The Design and Construction Technical Solutions shall address and contain the following information: (a) description and supporting schematics for the light rail vehicle (LRV), including number of LRVs, design capacity, number of seats and standing area, accommodation of wheelchairs and bicycles and environmental control systems; (b) description and supporting schematics for the track alignment, including horizontal and vertical alignment envelope criteria, guideway types, and sections; (c) description and supporting schematics of the trackwork, including transitions between trackwork types, design criteria, fastening systems, and supporting infrastructure for signaling, power, and communications equipment; (d) description and supporting schematics for the stops, including platform plan, designated waiting areas, stop limits, landscaping, and longitudinal and cross sections; (e) description and supporting schematics for the roadway elements, including construction staging, mitigation of geotechnical related issues, right of way access, maintenance and protection, and roadway design; (f) description and supporting schematics for maintenance of traffic, traffic control and sequencing to accommodate traffic during construction; (g) a construction phasing plan describing how the preferred public works department site will continue to maintain critical functions during construction and identifying if some non-critical functions, such as parking or storage, would

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		need to be temporarily moved off-site during construction; (h) high level communications plan during the construction phase to notify the public of Project status and major next steps, such as roadway/lane/driveway closures and related impacts; and (i) description of any value engineering solutions, identifying deviations from the Baseline Requirements and Standards.
2.11	**Content of Operations Maintenance, Rehabilitation, and Handback Technical Solutions**	The Operations, Maintenance, Rehabilitation and Handback Technical Solutions shall address and contain the following information: (a) approach to operations of the system, including system operating plan, training, safety, incident management and related elements; (b) approach to routine maintenance, including specialized maintenance equipment, supply and management of spare parts, and inspection and testing of Project elements; (c) description and supporting schematics for designing, siting, and constructing the Project's vehicle storage maintenance and operations facility, and public works offices, warehouses and storage and parking facilities; and (d) approach to, and schedule for, capital asset replacement, including the asset management plan, and managing and staging capital asset replacement during ongoing operations; and (e) approach to ensuring that handback requirements are met.
2.12	**Content of Systems Integration Technical Solutions**	The Systems Integration Technical Solutions shall address and contain the following information: (a) description and supporting schematics to demonstrate how the systems, including train control, traction power supply, communications, safety and security, control, and monitoring, will be configured and how they will work individually and together; (b) description and supporting schematics for the traffic monitoring and management ITS systems; (c) description and supporting schematics on how the Project will be interoperable and interface with any future Project extensions or other transit systems related to the Baylink Project; (d) description and supporting schematics for transitioning from

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		integrated testing to revenue service; and (e) description and supporting documentation with schedules related to the approach to testing of vehicles and systems in meeting the requirements for certification.
2.13	**Contents of Geotechnical Report**	The Geotechnical Report shall identify the existing pavement and subsurface conditions (including geotechnical sampling) related to the Project alignment.
2.14	**Contents of Utility Report**	The Utility Report shall identify all existing utilities, subsurface utility engineering, utility impacts and relocations related to the Project alignment.
2.15	**Contents of Hazardous Materials Report**	The Hazardous Materials Report shall identify all pre-existing hazardous materials within the Project alignment
2.16	**Contents of Financial and Price Proposal**	The Financial and Price Proposal shall include the following information: (a) process and schedule to reach financial close; (b) sources and uses of funds, including available financing and public funds required for the term of the Comprehensive Agreement; (c) financing commitments; (d) preliminary rating from one of the major rating agencies; (e) major assumptions; (f) internal rate of return; (g) cash flow analysis for the term of the Comprehensive Agreement; (h) detailed pricing for the design and construction work; (i) detailed pricing for the operations and maintenance work; (j) detailed pricing for the supply of the LRVs; and (k) fully functional Excel financial model, including a. detailed sources and uses; b. all anticipated financings and potential future refinancings; c. detailed cash flow waterfall for the entire term of the Comprehensive Agreement including both construction and operations; and d. schedule for equity distributions and anticipated

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		internal rate of return for each equity member.
2.17	**Permitting and Governmental Approvals**	Other than the environmental approvals, the Developer shall take a leading role, in coordination with the City, to apply for and secure necessary permits and governmental approvals for the development of the Project.
2.18	**Additional Services**	The City may require additional services to be provided under the Interim Agreement by issuance of a task order if such additional services are not inconsistent with the environmental review for the Project. Compensation for additional services may be through an agreed upon basis between the parties. Prior to the execution of the Interim Agreement, the parties shall agree upon a billing rate schedule for task orders issued under the Interim Agreement.
2.19	**Early Construction Works Agreement**	The City may elect to enter into an "early works agreement" with Developer to allow certain construction work to be performed during the development phase of the Project. In the event an early works agreement is executed by the parties, it shall specify the terms and conditions applicable to the work covered by that agreement, including: (a) the scope of work and schedule for completion; (b) insurance and bonding requirements; (c) payment terms; and (d) review, approval, inspection and acceptance of the work.
2.20	**Responsibility for Development Costs**	The Developer will be responsible for its own cost for developing the Project from the Interim Agreement to the Comprehensive Agreement. The Developer shall provide a budget for the development costs in detail by specific Project Deliverables identified in the Interim Agreement within 30 days of execution of the Interim Agreement. The Developer will provide a report comparing the budget to actual development cost for each Project Deliverable on a monthly basis during the term of the Interim Agreement.
2.21	**Reimbursement for Certain Project Deliverables**	Upon completion, the City will reimburse the Developer for the following Project Deliverables as part of the Interim Agreement: (a) Geotechnical Report. (b) Utility Report. The Developer shall provide a proposed cost for such Project Deliverables and the parties shall agree on the cost prior to execution of the Interim Agreement.

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3.0	**SCHEDULE OF PERFORMANCE AND REVIEW OF DELIVERABLES**	
3.1	**Milestone Deadlines**	Prior to the execution of the Interim Agreement, the parties shall agree on a deadline for each Project Deliverable ("Milestone Deadline"). The Project Deliverables shall be delivered no later than the applicable Milestone Deadline.
3.2	**Review and Approval of Deliverables**	The Project Deliverables shall be subject to the review and approval of the City in its proprietary capacity as the owner of the Project. The City's review and approval of the Project Deliverables will include review for compliance with the requirements of the Interim Agreement and applicable environmental approvals. The City's review and approval shall not transfer any liability to the City for any defects, errors or omissions in the Services or failure of the Services to comply with applicable law. The Developer remains fully responsible for the contents of the Project Deliverables despite the City's such review and approval of any or all of the Project Deliverables. Within 20 days of receipt of a Project Deliverable, the City will notify the Developer if the City approves the Project Deliverable. If the Project Deliverable is rejected, the Developer shall re-submit the Project Deliverable within 10 days after the Developer received notice of such rejection from the City. The City shall notify the Developer whether it approves the resubmitted Project Deliverable within 10 days of the City's receipt of the resubmission.
3.3	**Baseline Requirements and Standards**	The Developer shall perform the Services consistent with and in accordance with good industry practices and the following: (a) the City's funding plan and constraints; (b) governmental approvals, including the environmental report; (c) applicable law; and (d) the City's technical provisions report on engineering and design standards and specifications.
3.4	**Delays**	The Developer shall be entitled to an extension of a Milestone Deadline for delays that are beyond the reasonable control of the Developer as set forth in the Interim Agreement.
4.0	**ENVIRONMENTAL PROCESS**	
4.1	**Role and Responsibilities**	The City shall be responsible for obtaining the environmental approval for the Project. The procurement, entry into, terms of, or performance by either party under the Interim Agreement, shall not in any manner limit or confine the full discretion that the City will

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		exercise in conducting environmental review and preparing environmental documents for the Project. The City retains exclusive control and decision-making authority for purposes of the environmental review and process under applicable law. The Developer shall have no right or obligation to perform, and is expressly prohibited from performing, any Services that would violate conflict of interest rules or any environmental law regarding the review and preparation of the environmental documents. The Project Deliverables shall be consistent with any final environmental approval for the Project.
4.2	**Selection of No Build Alternative**	Nothing in the Interim Agreement shall commit the parties to any Project alternative or alignment. Until the environmental process is completed, all references in the Interim Agreement or any plan for the Project shall be understood and deemed to mean only a potential or prospective Project. In the event the environmental process results in a no build alternative, the City may elect to terminate the Interim Agreement.
5.0	**TERMINATION AND DEFAULT**	
5.1	**Termination for Execution of the Comprehensive Agreement**	Upon execution of the Comprehensive Agreement, the Interim Agreement shall terminate. Upon such termination, any amounts owed by the City under the Interim Agreement shall be included as part of, and paid from, the financing under the Comprehensive Agreement.
5.2	**Termination due to Expiration of the Term**	Upon expiration of the term, the Interim Agreement shall terminate and any payments due shall be paid as set forth in the Interim Agreement.
5.3	**Termination by the City**	The City may terminate the Interim Agreement: (a) if the City determines in its sole discretion that such termination is in the interest of the public; (b) if the environmental process results in a no build alternative; (c) if the Developer fails to cure any default by the Developer; or (d) if the City Commission at its discretion does not approve a funding plan, or otherwise for lack of funds.
5.4	**Termination by Developer**	The Developer may terminate the Interim Agreement if the City fails to make payment of undisputed amounts due and owing to the The Developer; provided that the City shall have 60 days to pay such undisputed amounts after receipt of notice from the Developer of

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		such nonpayment. Such termination shall be deemed a termination for convenience for purposes of determining the amounts owed to the Developer.
5.5	**Compensation Upon Termination**	Except for a termination due to a Developer default, termination due to execution of the Comprehensive Agreement, or termination due to the City's failure to approve a funding plan or otherwise for lack of funds, the City shall pay the following amounts: (a) amounts owed for Services performed under task orders issued by the City; and (b) for Project Deliverables delivered to and approved by the City, 100% of the line item budget for the applicable Project Deliverable. For a termination due to a Developer default, failure of the City Commission to approve a funding plan or lack of funds, no additional payments shall be owed to the Developer. For a termination due to a Developer default, the City shall be entitled to set-off from any amounts otherwise due to the Developer any damages, costs or expenses incurred by the City as a result of the Developer default, including reasonable attorney's fees.
5.6	**Developer Defaults**	The Developer defaults include the following: (a) failure to perform any material obligations under the Interim Agreement; (b) failure to provide a Project Deliverable by the applicable Milestone Deadline; (c) failure to provide evidence satisfactory to the City that the LRVs will be able to obtain all required safety certifications in accordance with applicable standards and law; (d) failure to maintain the required insurance or performance security; (e) any representation made by the Developer under the Interim Agreement, or any certificate, schedule, report or other document delivered to the City by or on behalf of the Developer pursuant to the Interim Agreement, is false or materially misleading or inaccurate in any material respect when made or omits material information when made; (f) the Developer, its equity members, or any of their respective officers or directors have been indicted or convicted of, or pleading guilty or *nolo contendere* to, a violation of applicable involving fraud, conspiracy, collusion, bribery, perjury, or material misrepresentation, as a result in whole or in part of activities relating to any Project in the United

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		States of America; (g) the Developer, its equity members, or any of its key contractors are placed on the convicted vendors list in accordance with the Public Entity Crimes Act. If the Interim Agreement is terminated due to Developer Default, the City shall be entitled to draw upon the Performance Security.
6.0	**OTHER RIGHTS AND RESPONSIBILITIES**	
6.1	**Ownership and Use of Work Product**	All Project Deliverables required under the Interim Agreement shall be considered "works made for hire" and shall become the City's property. The City shall have the right to use such Project deliverables. All Project Deliverables, whether completed or partially completed, not previously delivered to the City shall be delivered to the City upon termination of the Interim Agreement.
6.2	**Accounting and Records**	All books and records related to the Services shall be available for review and audit by the City and shall be kept for a period of at least 3 years after completion of the Services.
6.3	**Performance Security**	The Developer shall provide a letter of credit in the amount of $10 million, naming the City as the beneficiary, as Performance Security for the Developer's obligations under the Interim Agreement. The full amount of the letter of credit shall be drawn upon by, and forfeited to, the City if the Interim Agreement is terminated due to a Developer default.
6.4	**Insurance**	At all times during the term of the Interim Agreement, the Developer shall maintain the following insurance: (a) worker's compensation and employer's liability insurance per the statutory limits; (b) commercial general liability in an amount not less than $5,000,000 combined single limit per occurrence; (c) automobile liability in an amount not less than $2,000,000 combined single limit per occurrence; and (d) excess liability insurance in an amount not less than $10,000,000 per occurrence and in the aggregate.
6.5	**Indemnification**	To the fullest extent permitted by law, the Developer shall indemnify and hold harmless the City, its officers, employees, agents, and instrumentalities from liabilities, losses, and damages to the extent caused by the negligence, recklessness, breach of contract, or intentionally wrongful conduct of the Developer and its

ITEM	TERM	SUMMARY
		subconsultants. The Developer shall investigate and defend all claims and suits in the name of the City to the extent such claims and suits are caused by the negligence, recklessness, breach of contract, or intentionally wrongful conduct of the Developer and its subconsultants.
6.6	**Limitation of Liability**	The City's liability to the Developer for any cause of action for money damages due to an alleged breach of the City of the Interim Agreement shall be limited to the sum of the total line item budgets of completed Project Deliverables and the total value of all task orders issued by the City, less amounts paid by the City.
6.7	**Governing Law and Venue**	The Interim Agreement shall be governed by the laws of the State of Florida. Exclusive venue shall be in Miami-Dade County (if in state court) and the U.S. District Court, Southern District of Florida (if in federal court). The parties waive a trial by jury in any civil litigation relating to this Interim Agreement.
6.8	**No Contingent Fee**	The Developer and its equity members each warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Developer or equity member, to solicit or secure the Interim 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 the Developer or equity member, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Interim Agreement.
6.9	**Change in Developer's Team**	The Developer shall not add or change any equity member, lead contractor, lead engineer, lead vehicle supplier, lead operator or lead maintenance identified in the Developer's proposal without the prior written consent of the City Commission, which consent, if given at all, shall be at the City Commission's sole option and discretion.
6.10	**Assignment**	The Developer shall not assign, transfer or convey the Interim 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 City Commission's sole option and discretion. However, the Developer will be permitted to cause portions of the Services to be performed by subconsultants, subject to the prior written approval of the City.

ATTACHMENT "A"

COMPREHENSIVE AGREEMENT KEY CONCEPTS

Concept	Description
Nature of Comprehensive Agreement	The Comprehensive Agreement will be a public-private partnership agreement under Florida Statute 255.065 for the finance, design, construct, operate and maintain an off-wire light rail transit/modern streetcar system, including the vehicles, associated systems, stops and a vehicle storage, maintenance and operations facility. The Comprehensive Agreement will be a fixed price contract, subject to adjustment only for certain events and circumstances as set forth in the Comprehensive Agreement.
Deadlines/Milestones	The Concessionaire will be required to achieve certain deadlines under the Comprehensive Agreement, including deadlines for financial close, revenue service and final completion.
Term	The term of the Comprehensive Agreement will be 35 years from the effective date of the Comprehensive Agreement, subject to extension pursuant to the Comprehensive Agreement.
Key Personnel and Key Contractors	The Concessionaire will not be allowed to terminate, replace or substitute any key personnel and key contractor without the City's approval. The Comprehensive Agreement will include information regarding provisions that must be included in key contracts.
Right of Way	The City will be responsible for acquiring and providing the right of way necessary for the Project, including the site for the vehicle storage, maintenance and operations facility.
Ownership of Right of Way and Improvements	The Concessionaire will not have an ownership or leasehold or other real property interest in the Project, the right of way or the vehicle storage, maintenance and operations facility site. The City will grant the Concessionaire a license to access such property for the purposes of performing its obligations under the Comprehensive Agreement.
Financial Close Security	The Concessionaire will be required to provide financial close security in the form of a letter of credit to secure its obligation to achieve financial close in accordance with the requirements of the Comprehensive Agreement.
Public Funding	The City will provide certain funding for the project, which will be in the form of milestone payments during the construction period and availability payments during the operations period. The availability payments will commence upon revenue service of the system. The milestone payments will be based on major deliverables as follows: (a) Completion of the design stage – 5% of the milestone payments amount. (b) Delivery, installation and certification of the vehicles and vehicle systems – 25% of the milestone payments amount. (c) Completion of the civil works – 25% of the milestone payments amount. (d) Completion and certification of the track and track systems and completion of the stops – 25% of the milestone payment amount. (e) Testing, final certification and opening of the system to revenue

Concept	Description
	service – 20% of the milestone payment amount. All public funding will be subject to appropriations.
Refinancing	The Concessionaire will have the right, with the City's consent, to refinance its financing obligations. The City will receive at least 50% of any refinancing gains, calculated in accordance with the formula set forth in the Comprehensive Agreement.
Lender's Step-In Rights	The lenders will have the right to notice and the opportunity to step in and cure in the event of a Concessionaire default. The City will enter into a lender's direct agreement with lenders with respect to such step in rights.
Minimum Equity Requirement	As of financial close and throughout the construction period, the Concessionaire must maintain a minimum equity investment of the greater of (a) 10% of the design and construction costs, less the amounts paid by the City as milestone payments and (b) $10 million.
Equity Transfers	The Comprehensive Agreement will allow equity transfers of the Concessionaire under certain conditions and provided certain requirements are met. At a minimum, no equity transfers will be allowed during the construction period and for the first year of the operating period.
Insurance	The Concessionaire will be required to obtain insurance coverage during both the construction and operations periods. The types of insurance coverage may include general liability, worker's compensation, professional liability, builder's risk, property, commercial automobile, marine cargo, contractor and operators pollution liability. The insurance coverages required during the operations period may be subject to benchmarking to facilitate risk-sharing in the event of significant increases or decreases in premiums due to market-based factors.
Performance and Payment Security During Construction Period	During the construction period, the Concessionaire will be required to provide a performance bond or letter of credit and a payment bond as security for performance of work and payment of labor and materials. Each bond or letter of credit shall be in the amount of no less than [•]% of the value of the construction work.
Performance and Payment Security During Operations Period	During the operations period, the Concessionaire will be required to provide a performance bond or letter of credit equal to the budgeted costs of the following year's routine operations and maintenance work. The City may require the Concessionaire to furnish a payment bond to secure the Concessionaire's obligation to pay labor and materials for capital asset replacement work during the operations period.
Geotechnical and Utility Conditions	Except for certain limited circumstances, the Concessionaire will assume the risk of geotechnical conditions and inaccuracies in utility surveys.
Utility Adjustments	The Concessionaire will be responsible for coordinating and arranging for the relocation of affected utilities, and will be required to enter into any utility agreements with the affected utilities.
Environmental and Governmental Approvals	The Concessionaire will be responsible for obtaining all necessary governmental approvals and permits for the Project to perform the work. Further, the Concessionaire shall comply with all applicable governmental and environmental approvals and permits.
Commencement of Operations	The operations period will start on the date that revenue service availability is achieved. The City's obligations to pay availability payments will commence at the start of the operations period. The Project may be opened

Concept	Description
	in phases.
Fare System and Collection	The Concessionaire will supply and install a fare system, including fare system equipment. The Concessionaire will stock ticket vending machines, collect cash from such machines, deposit cash receipts and arrange for proceeds of credit transactions to be deposited into a designated City account, and provide accounting reports regarding all transactions and deposits.
Capital Asset Replacement Work	The Concessionaire will be required to perform capital asset replacement work, including the purchase of new LRVs. The Concessionaire will be required to fund a renewal work reserve in an amount equal to the following two years of renewal work as set forth in a renewal work schedule submitted by Concessionaire and approved by the City.
Handback Requirements	The Concessionaire will be required to handback the Project in a condition that meets the handback requirements of the Comprehensive Agreement. The Concessionaire will be required to fund a handback requirements reserve at least 5 years prior to the expiration of the term to secure its handback obligations.
Relief Events	The Concessionaire will be entitled to additional costs and/or time extensions as a result of certain relief events. Relief events may include City-directed changes, City-caused delays and certain force majeure events.
Noncompliance Regime	The City will assess noncompliance points for the Concessionaire's failure to meet specified contractual obligations. The accumulation of noncompliance points may result in increased oversight and monitoring, liquidated damages, and termination.
Grounds for Termination	The Comprehensive Agreement may be terminated: (a) by the City for convenience or for Concessionaire default; (b) by Concessionaire for City defaults; or (c) by either party due to certain events beyond the control of the parties.
Termination Compensation	In the event of termination prior to the end of the term, the termination compensation payable to the Concessionaire will depend on the reason for the termination.
Dispute Resolution	Disputes that cannot be resolved between the parties will be referred to a disputes review board for a non-binding decision. Disputes that remain unresolved after issuance of the disputes review board's recommendation shall be resolved by litigation.
Governing Law and Venue	The Comprehensive Agreement shall be governed by the laws of the State of Florida. Exclusive venue shall be in Miami-Dade County (if in state court) and the U.S. District Court, Southern District of Florida (if in federal court). The parties waive a trial by jury in any civil litigation relating to the Comprehensive Agreement.

Condensed Title:

RESOLUTION, APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE BEACH CORRIDOR DIRECT CONNECTION PROJECT, INCLUDING AUTHORIZING THE CITY CONTRIBUTION OF $417,000

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

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

Item Summary/Recommendation:

In 2003 - 2004, the Miami-Dade Metropolitan Planning Organization (MPO) prepared environmental and engineering studies as part of the Bay Link (Miami - Miami Beach Corridor Transportation Study). More recently, in October 2013, pursuant to requests from the cities of Miami Beach and Miami, the 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). The MPO study was completed in June 2015 and reaffirmed the MacArthur Causeway as the preferred alignment to connect Miami Beach and Miami and recommended an off-wire or "wireless" light rail transit/modern streetcar system for the portion within each urban area as the preferred vehicle technology as well as the use of exclusive lanes for the transit vehicles.

The Policy Executive Committee (PEC), created to, among other things, give direction for the development of the Beach Corridor Transit Connection Project, and comprised of elected officials from Miami-Dade County, the City of Miami Beach, and the City of Miami, endorsed moving forward with the Direct Connect Project on an expedited basis, via a public-private partnership (P3) delivery method and endorsed expediting the Miami Beach and Miami portions of the project (to the extent that this does not impact the rest of the project). On February 4, 2016, the PEC endorsed moving forward with two separate projects.

1. A Federal New Starts Project with Limits 2 from Midtown Miami (at or near NE 41st Street and NE 2nd Avenue) to Transit Hub Connector located in the vicinity of 5th Street and Alton Road in Miami Beach under one National Environmental Policy Act (NEPA) document, under Miami-Dade County management ("Miami-Causeway Portion of the Beach Corridor Direct Connection Project");
2. A Non-Federal New Starts/Locally Funded Project with Limits from a Transit Hub Connector located in the vicinity of 5th Street and Alton Road to the Miami Beach Convention Center with proposed transit loop system to enhance connectivity, under a State Environmental process to be initiated and led by the City of Miami Beach ("Miami Beach Light Rail/Streetcar Project").

Given this direction, the County has replaced FDOT as the lead agency for the MOU, although FDOT is still anticipated to participate in project funding. The County anticipated having a consultant begin work on the NEPA document in October 2016. Programming of funding requires the MPO to amend the Miami-Dade County 2040 Long Range Transportation Plan (LRTP) to advance the Beach Corridor Transit Connection project (formerly Baylink) to a Priority 1 Funded Project in the LRTP. The MPO has requested that all parties execute the MOU as soon as possible, so that they can take the LRTP amendment to the July 21, 2016 MPO meeting concurrent with the MOU. This will ensure that the funding is in place in order for the consultant to start the NEPA study in October.

The MOU reflects the Federal Transit Administration (FTA) New Starts Program's accelerated delivery process for the Direct Connect Project in compliance with NEPA standards. The NEPA phase of the Direct Connect Project is anticipated to take 2 years and cost approximately $10 Million with funding from the following agencies: FDOT - $5 Million; Citizens' Independent Transportation Trust (CITT) - $3.75 Million; Miami-Dade County - $417,000; and cities of Miami and Miami Beach - $417,000 each.

Once the NEPA document is completed, Miami-Dade County would apply for federal funding under the federal accelerated project delivery approach such that the project can enter the design/build phase in advance of receiving a Full Funding Grant Agreement from FTA.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
OBPI	Total	$417,000	106-9615-000349

Financial Impact Summary:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JRG JRG	KGB KB	JLM JM

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MIAMI BEACH, FLORIDA, CITY OF MIAMI, FLORIDA, MIAMI-DADE COUNTY, FLORIDA AND FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT NO. 6 FOR BEACH CORRIDOR DIRECT CONNECTION PROJECT (NEPA ENVIRONMENTAL STUDIES, PROJECT DEVELOPMENT, ENGINEERING AND CONSTRUCTION PHASES; FUNDING; PROJECT SPONSORSHIP; AND OPERATING AGENCY), INCLUDING AUTHORIZING THE CITY CONTRIBUTION OF $417,000, OR 4.17% OF THE OVERALL STUDY COST**

BACKGROUND

In 2003 - 2004, the Miami-Dade Metropolitan Planning Organization (MPO) prepared environmental and engineering studies as part of the Bay Link (Miami - Miami Beach Corridor Transportation Study). The Draft Environmental Impact Statement (DEIS) for the Bay Link Study recommended a light rail transit/modern streetcar system powered by overhead catenary wires to connect the cities of Miami Beach and Miami via dedicated right-of-way along the MacArthur Causeway. Due to some outstanding concerns with the selected technology and several premium rail corridors competing for limited funding, the Bay Link Project did not move forward beyond the DEIS phase and has remained in the unfunded portion of the MPO Long Range Transportation Plan (LRTP) since completion of the DEIS in 2004.

In October 2013, pursuant to requests from the cities of Miami Beach and Miami, the MPO commenced a planning-level study that refreshed and updated the decade-old Bay Link study in partnership with Miami-Dade County (County), Florida Department of Transportation (FDOT), and the cities of Miami Beach and Miami, entitled the Beach Corridor Transit Connection Study (the "MPO Study"). The Bay Link Project is now referred to as the Beach Corridor Transit Connection Project.

The MPO Study was completed in June 2015 and reaffirmed the MacArthur Causeway as the preferred alignment to connect Miami Beach and Miami. The MPO 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 catenary ("wired") systems- as well as the use of exclusive lanes for the transit vehicles to provide reliable service.

Phase 1 of the recommended route alignment within the south beach portion of Miami Beach consists initially of the MacArthur Causeway, 5th Street, and Washington Avenue, to provide a direct connection to the Miami Beach Convention Center (the "Direct Connect Project")..

The MPO Study recommended a second phase of the Beach Corridor Transit Connection Project that includes an alignment along Alton Road and 17th Street, operating as a local route solely within Miami Beach and complementing the initial regional cross-bay route to Downtown Miami.

The MPO Study also recommended, in later phases, a future route expansion along Collins Avenue to the Julia Tuttle Causeway, connecting to Midtown Miami. The MPO's Long Range Transportation Plan also contemplates future additions to the north along Collins Avenue. The light rail system is proposed to operate on exclusive rights-of-way and travel lanes and not in mixed traffic to provide efficient and reliable mass transit service.

The MPO Study identified the following as the next steps:

- The MPO needs to endorse the Direct Connect Project, to then proceed with the City's State process for a Project Environmental Impact Review or a Federal process for an Environmental Impact Statement (PEIR or EIS) phase and beyond;
- the City of Miami Beach and the City of Miami each need to endorse the Direct Connect Project; and
- Funding needs to be secured for the PEIR/EIS phase.

The Policy Executive Committee (PEC), a committee created to, among other things, give direction for the development of the Beach Corridor Transit Connection Project, and comprised of elected officials from Miami-Dade County, the City of Miami Beach, and the City of Miami, endorsed moving forward with the Direct Connect Project on an expedited basis, via a public-private partnership (P3) delivery method and endorsed expediting the Miami Beach and Miami portions of the project (to the extent that this does not impact the rest of the project).

On December 9, 2015, the City Commission adopted Resolution No. 2015-29236, approving an Agreement with Kimley-Horn for preparation of an environmental analysis for the south beach component of the Beach Corridor Transit Connection project defined as "the Miami Beach Light Rail/Modern Streetcar Project" or "Project". The Kimley-Horn scope of work for the Miami Beach Light Rail/Modern Streetcar Project includes development of the project funding plan.

Completion of the draft environmental review is anticipated for September, 2016 and will include the full project definition of the Preliminary Preferred Alternative, traffic impacts and operations, ridership, and impact on affected environment.

MEMORANDUM OF UNDERSTANDING (MOU) FOR THE MIAMI-CAUSEWAY PORTION OF THE BEACH CORRIDOR DIRECT CONNECTION PROJECT

The PEC met on February 4, 2016 to discuss FDOT's recommendations regarding approaches to expedite the entire project (Downton-MacArthur Causeway-Convention Center) while allowing each City to move forward with their portion of the project to the extent that it does not jeopardize Federal funding of financing for other portions of the project. At that meeting, the PEC endorsed moving forward with two separate projects, instead of the one-project approach recommended by FDOT. (Attachment A)

1. A Federal New Starts Project with Limits 2 from Midtown Miami (at or near NE 41st Street and NE 2nd Avenue) to Transit Hub Connector located in the vicinity of 5th Street and Alton Road in Miami Beach under one National Environmental Policy Act (NEPA) document, under Miami-Dade County management ("Miami-Causeway Portion of the Beach Corridor Direct Connection Project");
2. A Non-Federal New Starts/Locally Funded Project with Limits from a Transit Hub Connector located in the vicinity of 5th Street and Alton Road to the Miami Beach Convention Center with proposed transit loop system to enhance connectivity, under a State Environmental process to be initiated and led by the City of Miami Beach ("Miami Beach Light Rail/Streetcar Project").

See Attachment B

Given this direction, the County has replaced FDOT as the lead agency for the MOU, although FDOT is still anticipated to participate in project funding. The County anticipated having a consultant begin work on the NEPA document in October 2016. Programming of funding requires the MPO to amend the Miami-Dade County 2040 Long Range Transportation Plan (LRTP) to advance the Beach Corridor Transit Connection project (formerly Baylink) to a Priority 1 Funded Project in the LRTP. The MPO has requested that all parties execute the MOU as soon as possible, so that they can take the LRTP amendment to the July 21, 2016 MPO meeting concurrent with the MOU. This will ensure that the funding is in place in order for the consultant to start the NEPA study in October.

The MOU reflects the FTA (Federal Transit Administration) New Starts Program's accelerated delivery process for the Direct Connect Project in compliance with NEPA standards. The NEPA phase of the Direct Connect Project is anticipated to take 2 years and cost approximately $10 Million with funding from the following agencies: FDOT - $5 Million; Citizens' Independent Transportation Trust (CITT) - $3.75 Million; Miami-Dade County - $417,000; and cities of Miami and Miami Beach - $417,000 each.

Once the NEPA document is completed, Miami-Dade County would apply for federal funding under the federal accelerated project delivery approach such that the project can enter the design/build phase in advance of receiving a Full Funding Grant Agreement from FTA.

CONCLUSION

The Administration firmly believes that efficient and effective mass transit service connecting Miami Beach and Downtown Miami by way of light rail transit is long overdue and vital to the economic viability, environmental sustainability, mobility, and quality-of-life of the City of Miami

Beach. The MPO study and PEC have reaffirmed the need for a light rail transit/modern streetcar system connecting the Miami Beach Convention Center to Downtown Miami and, in particular, to a regional transit hub. The Administration recommends approval of the MOU.

Attachments:

A: MPO Policy Executive Committee (PEC) Resolution dated February 4, 2016
B: Map of Beach Corridor Direct Connection Project

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JLM/KGB/JRG

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MIAMI BEACH, FLORIDA, CITY OF MIAMI, FLORIDA, MIAMI-DADE COUNTY, FLORIDA AND FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT NO. 6 FOR BEACH CORRIDOR DIRECT CONNECTION PROJECT (NEPA ENVIRONMENTAL STUDIES, PROJECT DEVELOPMENT, ENGINEERING AND CONSTRUCTION PHASES, FUNDING, PROJECT SPONSORSHIP; AND OPERATING AGENCY), INCLUDING AUTHORIZING THE CITY CONTRIBUTION OF $417,000, OR 4.17% OF THE OVERALL STUDY COST.

WHEREAS, In 2003 - 2004, the Miami-Dade Metropolitan Planning Organization (MPO) prepared environmental and engineering studies as part of the Bay Link (Miami - Miami Beach Corridor) Transportation Study; and

WHEREAS, in October 2013, pursuant to requests from the cities of Miami Beach and Miami, the MPO commenced a planning-level study entitled, The Beach Corridor Transit Connection Study (the "Study"), that refreshed and updated the decade-old Baylink study, in partnership with Miami-Dade Transit ("MDT"), Florida Department of Transportation ("FDOT"), the City of Miami Beach and the City of Miami; and

WHEREAS, the Study was completed in June 2015 and reaffirmed the MacArthur Causeway as the preferred alignment to connect the City of Miami Beach and City of Miami, recommended an off-wire or "wireless" light rail transit/modern streetcar system for the portion within each urban area as the preferred vehicle technology, and further recommended the use of exclusive lanes for the transit vehicles in order to provide reliable service; and

WHEREAS, Phase 1 of the recommended route alignment from the Study was from downtown via MacArthur Causeway, 5th Street, and Washington Avenue, directly to the Miami Beach Convention Center (the "Direct Connect Project"), and

WHEREAS, the Study recommended a second phase of the Beach Corridor Transit Connection Project, that includes an alignment along Alton Road and 17th Street; and

WHEREAS, a Policy Executive Committee (PEC) of the MPO, comprised of elected officials from Miami-Dade County, the City of Miami Beach, and the City of Miami, was created to, among other things, give direction for the development of the Beach Corridor Transit Connection Project; and

WHEREAS, the PEC endorsed moving forward with the Direct Connect Project on an expedited basis, via a public-private partnership (P3) delivery method and endorsed expediting the Miami Beach and Miami portions of the project (to the extent that this does not impact the rest of the project); and

WHEREAS, on February 4, 2016, the PEC endorsed moving forward with two separate projects:

1. A Federal New Starts Project with Limits from Midtown Miami (at or near NE 41st Street and NE 2nd Avenue) to Transit Hub Connector located in the vicinity of 5th Street and Alton Road, under one National Environmental Policy Act (NEPA) document, under Miami-Dade County management ("Miami-Causeway Portion of the Beach Corridor Direct Connection Project");

2. A Non-Federal New Starts/Locally Funded Project with Limits from a Transit Hub Connector located in the vicinity of 5th Street and Alton Road to the Miami Beach Convention Center, with proposed transit loop system to enhance connectivity, under a State environmental process to be initiated and led by the City of Miami Beach ("Miami Beach Light Rail/Streetcar Project"); and

WHEREAS, the MPO and Miami-Dade County desire entering into a Memorandum of Understanding (MOU), attached as Exhibit 1 to the Commission Memorandum accompanying this Resolution, and

WHEREAS, the MOU reflects the parties' desire for an expedited approach under the Federal Transit Administration (FTA) New Starts Program's accelerated delivery process for the Miami-Causeway Portion of the Beach Corridor Direct Connection Project, in compliance with NEPA standards, while at the same time allowing the City of Miami Beach to proceed with environmental review for the Miami Beach Light Rail/Streetcar Project; and

WHEREAS, the Project Development and Environment (PD&E) phase of the Miami-Causeway Portion of the Beach Corridor Direct Connection Project is anticipated to take 2 years and cost approximately $10 Million with funding from the following agencies: FDOT - $5 Million; Citizens' Independent Transportation Trust (CITT) - $3.75 Million; Miami-Dade County - $417,000; and cities of Miami and Miami Beach - $417,000 each.

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, hereby approve the Memorandum Of Understanding Between City of Miami Beach, Florida, City of Miami, Florida, Miami-Dade County, Florida and Florida Department of Transportation, District No. 6 for Beach Corridor Direct Connection Project (NEPA Environmental Studies, Project Development, Engineering and Construction Phases; Funding; Project Sponsorship; and Operating Agency), including authorizing the City contribution Of $417,000, or 4.17% of the overall study cost.

PASSED AND ADOPTED this _____ day of _____2016.

ATTEST:

_____ _____

Rafael E. Granado, City Clerk Philip Levine, Mayor

T:\AGENDA\2016\July\Transportation\MOU for the Miami-Causeway portion of the Miami Beach Portion ofthe Beach Corridor Connection Study - RESO MOU.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney KAP 7-1-16 Date

Attachment A

POLICY EXECUTIVE COMMITTEE RESOLUTION #01-16

RESOLUTION APPROVING POLICY DIRECTIVES REGARDING THE BEACH CORRIDOR TRANSIT CONNECTION BETWEEN MIAMI AND MIAMI BEACH

WHEREAS, the Beach Corridor Transit Connection Policy Executive Committee ("PEC") was established on July 18, 2013 to coordinate amongst the stakeholders and give policy direction for the Beach Corridor Transit Connection Study; and

WHEREAS, a direct transit connection between Miami and Miami Beach would reduce congestion and is a project of regional importance; and

WHEREAS, on October 23, 2014, the Miami-Dade Metropolitan Planning Organization adopted the 2040 Long Range Transportation Plan which included the Beach Connection (Baylink); and

WHEREAS, it is in the best interest of the residents of Miami-Dade County that the Beach Corridor Transit Connection project move as expeditiously as possible,

NOW, THEREFORE, BE IT RESOLVED BY THE BEACH CORRIDOR TRANSIT CONNECTION POLICY EXECUTIVE COMMITTEE OF THE METROPOLITAN PLANNING ORGANIZATION FOR THE MIAMI URBANIZED AREA, that the following policy directives are hereby approved.

1. The Beach Corridor Transit Connection shall consist of two separate projects as follows:
    a. Midtown Miami (at or near NE 41st Street and NE 2nd Avenue) to a future Transit Hub in Miami Beach in the vicinity of 5th Street and Alton Road, herein referred to as the Miami Transit Connector Project;
    b. The future Transit Hub in Miami Beach in the vicinity of 5th Street and Alton Road to the Miami Beach Convention Center, herein referred to as the Miami Beach Transit Connector Project.
2. In an effort to be expeditious, the PEC recommends prioritization of the Project Development and Environment Phase as follows:
    a. Miami Transit Connector Project, to be advanced following the Federal NEPA process and pursue Federal New Starts Funding.
    b. Miami Beach Transit Connector Project, to be advanced following the State Environmental process and will not seek Federal New Starts Funding.
3. All parties shall work cooperatively to seek approval by the Federal Transit Administration into the Program of Interrelated Projects (PIP).
4. All components of the referred projects must possess interoperability related to, among other things, design, technology, fare collection, and should be light rail/streetcar system and operate in a dedicated right of way or lane.
5. PEC recommends the execution of a Memorandum of Understanding between the City of Miami, City of Miami Beach, Miami-Dade County, and the Florida Department of Transportation, stating the project approach and roles and responsibilities of all parties.
6. FDOT shall have the primary responsibility for completing all activities associated with the Miami Transit Connector Project, along with cooperation from all parties to facilitate and ensure that the Miami Transit Connector Project is coordinated and consistent with all local, regional, and state transportation plans.
7. The City of Miami Beach shall have the primary responsibility for completing all activities associated with the Miami Beach Transit Connector Project, along with cooperation from all parties to facilitate and ensure that the Miami Beach Transit Connector Project is coordinated and consistent with all local, regional, and state transportation plans.

The adoption of the foregoing resolution was moved by Committee Member Tomas Regalado. The motion was seconded by Committee Member Philip Levine, and upon being put to a vote, the vote was as follows:

Committee Chairman Carlos A. Gimenez	-Aye
Committee Member Bruno A. Barreiro	-Aye
Committee Member Philip Levine	-Aye
Committee Member Tomas Regalado	-Aye
Committee Member Xavier L. Suarez	-Aye

The Chairperson thereupon declared the resolution duly passed and approved this 4th day of February, 2016.

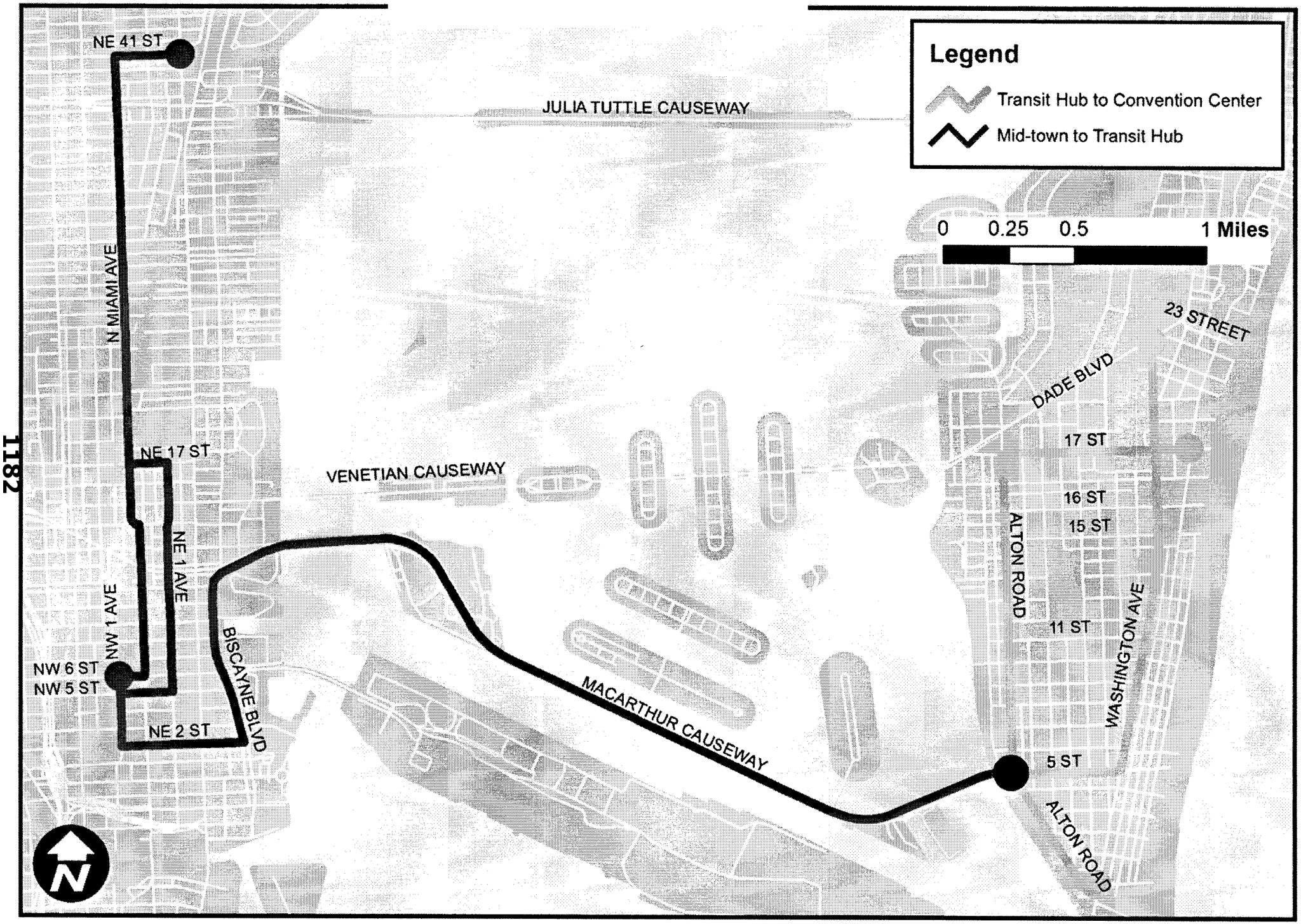
POLICY EXECUTIVE COMMITTEE OF THE METROPOLITAN PLANNING ORGANIZATION

By Zainab Salim

Zainab Salim, Clerk
Miami-Dade MPO

METROPOLITAN PLANNING ORGANIZATION
MIAMI-DADE COUNTY
FLORIDA
MPO

Attachment B



MEMORANDUM OF UNDERSTANDING
Between
CITY OF MIAMI BEACH, FLORIDA,
CITY OF MIAMI, FLORIDA,
MIAMI-DADE COUNTY, FLORIDA
And
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT #6
For
BEACH CORRIDOR DIRECT CONNECTION PROJECT

NEPA ENVIRONMENTAL STUDIES, PROJECT DEVELOPMENT, ENGINEERING AND CONSTRUCTION PHASES; FUNDING; PROJECT SPONSORSHIP; AND OPERATING AGENCY

This Memorandum of Understanding (MOU) is entered into between the City of Miami Beach, Florida (Beach), City of Miami, Florida (City), Miami-Dade County, Florida (County), and the Florida Department of Transportation District 6 (FDOT), collectively known as the "Parties."

The Parties wish to continue the efforts already underway to improve regional mobility which has involved local, regional and state stakeholder collaboration and coordination, including the Parties' ongoing efforts to identify optimum multimodal alternatives for a balanced regional transportation system and to define regional and local projects that support continued economic transit oriented development through effective transportation and land use planning and subsequent decisions.

1. The development of a multimodal transportation system within the southeast Florida region involves numerous transportation agencies and stakeholders and is a complex undertaking. Each of the Parties has unique skills and abilities which are necessary for successful implementation of the Beach Corridor Direct Connection (formerly known as BayLink). For purposes of this agreement, it is understood that the two distinct and independent projects, each with independent utility, will be advanced as follows: Federal New Starts Project Limits are from Midtown Miami (at or near NE 41st Street and NE 2nd Avenue) to Transit Hub Connector located in the vicinity of 5th Street and Alton Road; Non-Federal New Starts/Locally Funded Project Limits are from Transit Hub Connector located in the vicinity of 5th Street and Alton Road to the Miami Beach Convention Center with proposed transit loop system to enhance connectivity.

The Parties acknowledge the potential transportation, economic, social, and environmental benefits of the introduction of passenger rail service linking the City of Miami's urban core including the Midtown, Wynwood, Omni West and downtown Miami districts to Miami Beach via the MacArthur Causeway

The two projects are identified in part within the Miami-Dade 2040 Long Range Transportation Plan (LRTP) as a Priority III partially funded project for Preliminary Engineering and Right-of-Way phases. In addition, portions of the two projects are

included in the Beach, City and County transportation plans and programs. These projects will improve mobility, promote redevelopment and revitalization, enhance and integrate existing Miami-Dade Transit service, and improve circulation in these highly urbanized areas. Introducing passenger service to these areas will provide an efficient option to driving on congested streets and highways and a much-needed integrated transportation link.

The purpose of this MOU is to develop a multi-agency partnership, especially as to the National Environmental Policy Act (NEPA) process and development activities. This includes, but is not limited to:

- Clarifying the roles and responsibilities of the Parties ;
- Clarifying the involvement of the Parties ;
- Identifying potential funding;
- Improving the efficiency by which activities are conducted;
- Establishing a Project Advisory Committee ("PAC") with specific responsibilities and regularly scheduled meetings;
- Scheduling regular updates to the involved Boards and agencies as deemed necessary by the PAC ;
- Presenting and advancing the Project with a unified voice;
- Coordinating technical studies and evaluations;
- Coordinating outreach to the public, municipalities, and other involved stakeholders;
- Collaborating on innovative approaches to a funding framework,
- Maximizing the Region's competitiveness in securing potential federal funding;
- Managing the funding and administration; and
- Determining the Delivery method and the responsible parties.

The Parties hereby mutually agree and express their understanding of the following components:

1. **Roles.** The role of the Parties shall be as follows:

   a. The Parties agree to pursue the following: Federal New Starts Project Limits are from Midtown Miami (at or near NE 41st Street and NE 2nd Avenue) to Transit Hub Connector located in the vicinity of 5th Street and Alton Road in Miami Beach under one NEPA document, under Miami-Dade County management; Non-Federal New Starts/Locally Funded Project Limits are from Transit Hub Connector located in the vicinity of 5th Street and Alton Road to the Miami Beach Convention Center with proposed transit loop system to enhance connectivity, under a State Environmental process to be initiated and led by the City of Miami Beach..

   b. The Parties shall ensure that the development of the projects are coordinated and consistent with all local, regional, and state transportation plans.

   c. All Parties shall seek to reach consensus on key issues and work cooperatively towards resolving any conflicts that may arise.

   d. All Parties shall ensure that the overall Project Development milestone schedule (two year required timeline by Federal Transit Administration "FTA") is maintained throughout. A schedule with key

milestones (FTA documentation, public meetings, etc.) will be developed by Miami-Dade County and reviewed by the PAC.

e. Upon prioritization of these projects as a MPO Priority I funded project for Planning and Preliminary Engineering phases in the MPO 2040 Long Range Transportation Plan, Miami-Dade County shall coordinate with the effected municipalities and the FDOT on operations, planning and engineering to support the advancement of the projects, particularly as it affects the municipal and FDOT transportation network and local infrastructure.

f. Miami-Dade County will present updates quarterly to the MPO, and the Parties' boards.

g. Miami-Dade County shall serve as the contract manager for the Federal New Starts Project and shall administer funds, and ensure that the procurement process is consistent with Federal, state and local regulation and that appropriate billing procedures are implemented.

h. Miami-Dade County shall have the primary responsibility for completing all activities associated with the Federal New Starts Project Development Phase and the NEPA process. Miami-Dade County will coordinate this effort directly with the Parties, including technical support and all presentations, workshops, and hearings. Following approval of a Locally Preferred Alternative by the Miami-Dade MPO, Miami-Dade County shall submit final NEPA documentation to FTA. Upon approval of the NEPA document, Miami-Dade County on behalf of the Parties, shall submit a request to FTA to enter the Engineering Phase.

i. Miami-Dade County will coordinate with the PAC regarding coordination with local governments addressing station locations, land use, future transit oriented development opportunities, and related matters.

2. Initial Funding. The Parties agree to fund the Federal New Starts NEPA and Project Development activities up to the total amount of $10,000,000. Upon approval and execution of this MOU by all Parties, the Beach, the City and the County shall each enter into Locally Funded Agreement ("LFA") for purposes of contributing its portion of Project funding, as further indicated below:

a. FDOT shall contribute $5,000,000, or 50% of the initial Project funding.

b. Beach shall contribute $417,000, or 4.17% of the initial Project funding.

c. City shall contribute $417,000, or 4.17% of the initial Project funding.

d. County shall contribute $417,000, or 4.17% of the initial Project funding.

e. The Parties shall further pursue the funding commitment of the Citizens Independent Transportation Trust (CITT), in the amount of $3,750,000, or 37.5% of the initial Project funding.

f. In the event that the entire amount is not expended, the funds will be returned to the respective party based on the above percentages.

g. In the event that the entire amount is not enough to cover the initial Project activities cost, Miami-Dade County shall provide detailed information as to the need for additional funding, and will request funding from the Parties according to the above percentages.

3. **Party Involvement.** Each stage shall be conducted with the involvement and cooperation of each party. During Project Development, and subsequent phases, input and approval must be obtained from each party to define the appropriate milestones.

4. **Project Advisory Committee (PAC):** The Parties shall establish a Project Advisory Committee to provide guidance and to serve as a liaison to their respective agencies. The Beach, the City and the County shall each select two representatives to serve on the PAC and FDOT shall select one representative to serve as an ex-officio member. All Parties shall provide staff and technical support to the PAC. The PAC may appoint advisory subcommittees as deemed necessary.

5. **Finance Plan.** Miami-Dade County shall have the primary responsibility to develop a general funding framework for the Federal New Starts process which will include anticipated federal, state, and local shares. The Parties shall have the primary responsibility for project financing, as herein stated, and shall further be responsible for the development of a conceptual project finance plan that addresses capital costs, operations/maintenance costs, and local contributions. These efforts will occur simultaneously throughout the course of the projects. The Finance Plan will be coordinated with and integrated into ongoing MPO finance planning and be presented to the MPO for approval. Approval will be sought by the PAC and all affected funding parties at the federal, state, county, and municipal levels, as well as other sources that may be identified, and ultimately brought to the MPO for inclusion in their Cost Feasible Plans and Transportation Improvement Plans (TIPs), per federal law.

6. **Future Funding.** Funding for the NEPA and Project Development Phase will be included in the County's work program. The PAC shall pursue all sources of capital money to fund the remaining phases of Engineering and Construction. Operations and maintenance costs shall be a local and regional responsibility. FDOT shall have no obligations to fund operations and maintenance costs for either of the two projects. It is the intent of all Parties that the Operating Agency of the future rail passenger services will be the Beach, the City, the County, or their agents, and that the selected entity shall have the primary responsibility for the service. Under no circumstances will FDOT become the Operating Agency, or fund future operations.

7. **Determining the Project Delivery Method and the Responsible Parties.** Up to and near the completion of the NEPA and Project Development work, the Parties will determine collectively how to proceed into the next phases of the capital program development processes, and may reconsider the processes as well as respective roles at that time. The Parties will collaborate on a schedule for proceeding, as well as agree on a funding plan for the next stage of the capital program development process, engineering and design. At that time, the Parties will explore and agree upon the preferred Project Delivery Method, and the associated roles and responsibilities.

8. **Basis and Foundation for Proceeding.** It is the intent of the Parties that the previous work performed, most notably the *Beach Corridor Transit Connection Study Report* (June 2015), as well as direction from the study's Policy Executive Committee, the *Supplemental Draft Environmental Impact Statement Miami-Miami Beach Transportation Corridor (BayLink) (October 2002)*and the *Phase 2 Bay Link Study* (April

2004), shall serve as the basis for proceeding, and the analysis and technical work that went into developing the Direct Connect alternative shall be used as the foundation for the NEPA and Project Development work.

9. Obligations. Through this MOU, the Parties express their mutual intent to move in a diligent and thorough manner to develop the two projects during the NEPA and Project Development phase, but understand this MOU is by its nature a preliminary agreement outlining commitments to be made in this process, and imposes no legally enforceable contractual obligations on any party, other than the obligations set forth in Paragraph 2(a) through (f) herein.

10. Effective Date. This MOU shall take effect when executed by all Parties, on the last date shown below, and shall expire upon completion of the two projects, unless extended in writing by the Parties.

11. Counterparts. This MOU may be executed in counterparts, and when taken together, the same shall constitute a binding agreement on all Parties.

WHEREFORE, the Parties have each executed this MOU on the dates below written.

Florida Department of Transportation

By:_____
Name:_____
Title:_____
Date:_____

Miami-Dade County

By:_____
Name;_____
Title:_____
Date:_____

Legal review:

By:_____

Legal Review:

By:_____

City of Miami

By:_____
Name:_____
Title:_____
Date:_____

City of Miami Beach

By:_____
Name;_____
Title:_____
Date:_____

Legal review:

By:_____

Legal Review:

By:_____

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE TO ADOPT A POLICY REQUIRING THAT ALL NEW EVENTS REQUIRING LANE CLOSURES ALONG MAIN THOROUGHFARES APPEAR IN FRONT OF CITY COMMISSION FOR APPROVAL

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

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

Item Summary:

Currently, there are eleven (11) yearly events requiring lane closures along major roadways in the City. These events are:

- Miami Tropical 5K
- Miami Marathon & Half Marathon
- Miami Beach 13.1
- South Beach Triathlon
- AIDS Walk
- Escape to Miami Triathlon
- Burger King Beach Run
- Halloween Half Marathon
- Serena Williams Live Ultimate Run
- Yacht Show
- Satellite Fairs during Art Basel

The majority of the above events are race events that have been regularly occurring in the City for some time.

At the May 13, 2016 Neighborhood/Community Affairs Committee (NCAC) meeting, staff presented various mitigation ideas to improve traffic flow in the City. One of the concepts discussed at the meeting was further restricting hours and/or increasing the fee schedule for special event permits requiring blocking of the public right-of-way. It is worth noting that some of these events would not be able to adjust to time adjustments. At the meeting, the Committee expressed concerns with eliminating these events and indicated that better communication to residents and motorists about the event can help mitigate impact.

While the NCAC was not agreeable to further restrictions in hours or modifications to the permit fee schedule for closures along major arterials consistent with that proposed for construction closures along major arterials because of the anticipated impact to existing events, the Committee recommended that the City Commission adopt a policy requiring that all new events requiring lane closures along main thoroughfares appear in front of City Commission for approval.

It is recommended that the City Commission accept the recommendation of the NCAC to adopt a policy requiring that all new events requiring lane closures along main thoroughfares appear in front of City Commission for approval.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Jose R. Gonzalez, P.E.

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JRG	KGB	JLM

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE TO ADOPT A POLICY REQUIRING THAT ALL NEW EVENTS REQUIRING LANE CLOSURES ALONG MAIN THOROUGHFARES APPEAR IN FRONT OF CITY COMMISSION FOR APPROVAL**

BACKGROUND

The City of Miami Beach is one of the main event centers in the South Florida region. With this success, the City's roadway network experiences significant delays and congestion. Over the past 3 years, the City has established several signalization, management, and transit initiatives to mitigate the additional traffic; however, given the limited capacity in our major corridors, mobility is significantly impacted.

Currently, there are eleven (11) yearly events requiring lane closures along major roadways in the City. These events are:

- Miami Tropical 5K
- Miami Marathon & Half Marathon
- Miami Beach 13.1
- South Beach Triathlon
- AIDS Walk
- Escape to Miami Triathlon
- Burger King Beach Run
- Halloween Half Marathon
- Serena Williams Live Ultimate Run
- Yacht Show
- Satellite Fairs during Art Basel

The majority of the above events are race events that have been regularly occurring in the City for some time.

ANALYSIS

At the May 13, 2016 Neighborhood/Community Affairs Committee (NCAC) meeting, staff presented various mitigation ideas to improve traffic flow in the City. One of the concepts discussed at the meeting was further restricting hours and/or increasing the fee schedule for special event permits requiring blocking of the public right-of-way. It is worth noting that some of these events would not be able to adjust to time adjustments. At the meeting, the Committee expressed concerns with eliminating these events and indicated that better communication to residents and motorists about the event can help mitigate impact.

While the NCAC was not agreeable to further restrictions in hours or modifications to the permit fee schedule for closures along major arterials consistent with that proposed for construction closures along major arterials because of the anticipated impact to existing events, the Committee recommended that the City Commission adopt a policy requiring that all new events requiring lane closures along main thoroughfares appear in front of City Commission for approval. This requirement would not apply to film productions.

RECOMMENDATION

It is recommended that the City Commission accept the recommendation of the NCAC to adopt a policy requiring that all new events requiring lane closures along main thoroughfares appear in front of City Commission for approval.

JRG
JLM /KGB/JRG/JFD

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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 NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS MAY 13, 2016 MEETING TO ADOPT A POLICY REQUIRING THAT ALL FUTURE SPECIAL EVENTS REQUIRING LANE CLOSURES ALONG MAJOR THOROUGHFARES IN THE CITY OF MIAMI BEACH OBTAIN PRIOR CITY COMMISSION APPROVAL.

WHEREAS, the City of Miami Beach is one of the main event centers in the South Florida region and, due to increased traffic during special events, the City's roadway network experiences significant delays and congestion; and

WHEREAS, over the past 3 years, the City has developed several signalization, management, and transit initiatives to mitigate additional traffic; however, given the limited capacity on our major roadways, mobility is still significantly impacted; and

WHEREAS, currently, there are eleven (11) yearly special events requiring lane closures along major roadways in the City:

- Miami Tropical 5K
- Miami Marathon & Half Marathon
- Miami Beach 13.1
- South Beach Triathlon
- AIDS Walk
- Escape to Miami Triathlon
- Burger King Beach Run
- Halloween Half Marathon
- Serena Williams Live Ultimate Run
- Yacht Show
- Satellite Fairs during Art Basel
- Ciclovia
- Dolphins Cancer Challenge
- Wounded Warriors ride
- Great Eskate
- Chanukah Car Parade; and

WHEREAS, the majority of the above special events are race events that have been occurring regularly for some time; and

WHEREAS, at the May 13, 2016 Neighborhood/Community Affairs Committee (NCAC) meeting, City staff presented various mitigation ideas to improve traffic flow in the City; and

WHEREAS, at its meeting, the NCAC expressed concerns with eliminating these special events and indicated that better communication to residents about the events can help mitigate traffic impacts; and

WHEREAS, one of the mitigation ideas discussed at the NCAC meeting was further restrictions on the hours for special event permits that allow the blocking of the public right-of-way; and

WHEREAS, while the NCAC was not in favor of further restrictions on the hours of street closures or modifications to the permit fee schedule for closures along major thoroughfares consistent with that proposed for construction closures because of the anticipated impact to existing events, the Committee recommended that the City Commission adopt a policy requiring that all future special events requiring lane closures along main thoroughfares obtain prior City Commission approval; and

WHEREAS, this requirement would not apply to film productions; and

WHEREAS, following the adoption of this Resolution, corresponding amendments to the City's Special Events Requirements and Guidelines will be submitted to the City Commission for consideration.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, the the Mayor and City Commission hereby accept the recommendation of the Neighborhood/Community Affairs Committee to adopt a policy requiring that all future special events requiring lane closures along major thoroughfares in the City of Miami Beach obtain City Commission approval.

PASSED and **ADOPTED** this 13th day of July, 2016.

ATTEST:

Philip Levine, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/5/16 Date

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R7V A Resolution Accepting The Recommendation Of The City Manager, And Waiving, By 5/7th Vote, 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 Amendment No. 4 To The Agreement, Dated May 8, 2014, Between The City And Limousines Of South Florida, Inc., For Turn-Key Operations And Maintenance Services Of A Municipal Trolley System For The City Of Miami Beach; Said Amendment Increasing The Scope Of The Agreement To Include The Following: (1) The Addition Of One (1) Bidirectional Route In South Beach; (2) The Addition Of Twelve (12) New Low-Floor Trolley Vehicles For Use In Connection With The Operation Of The South Beach Route, North Beach Route, And Middle Beach Routes (The Middle Beach Loop And The Collins Link); (3) A Negotiated New Hourly Rate Commensurate With The Cost Of The Low-Floor Trolley Vehicles And The Additional Services For The New South Beach Route; (4) Authorizing The City Manager To Approve The Purchase Of Additional Optional Equipment For The Low-Floor Trolley Vehicles In The City Fleet, As May Be Needed In The Administration's Discretion, Subject To Funding Availability; (5) Any Additional Modifications To The Agreement Deemed Necessary By The Administration With Respect To The Modification Of The Scope Contemplated By The Amendment; And (6) Increasing The Annual Cost Of The Agreement, From A Not To Exceed Cost Of $6,700,000 To A Not To Exceed Cost Of $12,000,000.

(Transportation)

(Item to be Submitted in Supplemental)

Agenda Item R7V
Date 7-13-16

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Condensed Title:

A Resolution Accepting The Written Recommendation Of The City Manager (As Set Forth In The City Commission Memorandum Accompanying This Resolution) And Waiving, By 5/7th Vote, 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 A Use Agreement, Substantially In The Form Attached To This Resolution As Exhibit "A", With Design Miami II, LLC For Use Of The Preferred Parking Lot, Located To The West Of The Miami Beach Convention Center, For A Period Of Approximately Four (4) Months, To Hold The Design Miami Show For Specific Dates During The 2016 Calendar Year.

Key Intended Outcome Supported:

Maximize Miami Beach as a Destination Brand

Supporting Data (Surveys, Environmental Scan, etc.): The 2014 Customer Satisfaction Survey indicated that most residents of Miami Beach (65%) believed the City has the right number of cultural activities.

Item Summary/Recommendation:

Design Miami is a marketplace for limited-edition design from the most reputable international design galleries who present curated exhibitions of museum-quality furniture, lighting and objects d'art. They attract the highest level of private and public collectors of historical and contemporary design; much like Art Basel Miami Beach does with modern and contemporary works of art.

On May 12, 2010, the City Commission adopted Resolution No. 2010-27384 approving a Lease Agreement between the City and Design Miami to hold the December Design Miami Show in the Preferred Parking Lot (P-Lot) in 2010, 2011 and 2012. The P-Lot provides Design Miami with sufficient space to construct a temporary exhibition structure to host the show.

On October 24, 2012, the City Commission adopted Resolution No. 2012-28039 approving a Lease Agreement with Design Miami for 2013, 2014, 2015, and 2016. On July 18, 2014, the City Manager notified Design Miami that due to the Convention Center Renovation and Expansion project, the City will close all, or a portion of, the P-Lot and it would not be available for the 2016 Design Miami show. As such, the City notified Design Miami of the City's termination of the Lease effective December 25, 2015.

Since that time, both parties have been working in good faith to find a solution that will allow Design Miami to remain in the P-Lot for 2016 and potentially for 2017. The Administration and Clark Construction have found a solution for the 2016 event which is outlined in the attached memorandum and Use Agreement.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Max Sklar, TCED Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
MAS SF MH		

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MIAMIBEACH

AGENDA ITEM R7W
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER (AS SET FORTH IN THE CITY COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION) AND WAIVING, BY 5/7TH VOTE, 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 A PREMISES USE AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION AS EXHIBIT "A", WITH DESIGN MIAMI II, LLC FOR USE OF PORTIONS OF THE PREFERRED PARKING LOT, LOCATED TO THE WEST OF THE MIAMI BEACH CONVENTION CENTER, FOR A PERIOD OF APPROXIMATELY FOUR (4) MONTHS, TO HOLD THE DESIGN MIAMI SHOW FOR SPECIFIC DATES DURING THE 2016 CALENDAR YEAR.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

On May 12, 2010, the City Commission adopted Resolution No. 2010-27384 approving a Lease Agreement between the City and Design Miami to hold the December Design Miami Show in the Preferred Parking Lot (P-Lot) in 2010, 2011 and 2012. The P-Lot provides Design Miami with sufficient space to construct a temporary exhibition structure to host the show. The Preferred Parking Lot was identified as the most compatible space, as it was agreed by all parties that it provides for opportunities for synergy between Design Miami and Art Basel Miami Beach.

On October 24, 2012, the City Commission adopted Resolution No. 2012-28039 approving a Lease Agreement with Design Miami for 2013, 2014, 2015, and 2016. On July 18, 2014, the City Manager notified Design Miami that due to the Convention Center Renovation and Expansion project, the City will close all, or a portion of, the P-Lot and it would not be available for the 2016 Design Miami show. As such, the City notified Design Miami of the City's termination of the Lease effective December 25, 2015.

As a result of the notice of termination to Design Miami, the City entered into a contract with the Construction Manager for the Convention Center Renovation and Expansion, Clark Construction (Clark), which includes full use of the P-Lot upon commencement of construction to use for construction staging and labor parking.

Since that time, both parties have been working in good faith to find a solution that will allow Design Miami to remain in the P-Lot for 2016 and potentially for 2017. The Administration and Clark Construction have found a solution for the 2016 event which is outlined below.

ABOUT DESIGN MIAMI

Design Miami is a marketplace for limited-edition design from the most reputable international design galleries who present curated exhibitions of museum-quality furniture, lighting, and objects d'art. It attracts the highest level of private and public collectors of historical and contemporary design, much like Art Basel Miami Beach does with modern and contemporary works of art. Participating galleries deal mainly in exceptional design objects from the advent of Modernism (circa 1900) to present day, with select galleries specializing in 18th and 19th century antiques.

Design Miami produces two shows each year: Design Miami/Basel in June, and Design Miami in December. The December show has been produced in the Design District since 2005, and the June show in Basel since 2006. Craig Robins is a principal of the fairs, which are organized in partnership with MCH Swiss Exhibition, the producers of Art Basel and Art Basel Miami Beach.

PROPOSED TERMS

The proposed Agreement with Design Miami for use of the Preferred Parking Lot has the following terms:

1. Term

General "P-Lot Set-Up Area":

October 17, 2016 – November 28, 2016	Move-In
November 29, 2016 – December 4, 2016	**Show Days**
December 5, 2016 – December 15, 2016	Move-Out

"Unloading and Material Lay-down/Storage Area":

November 21, 2016 – November 28, 2016	Move-In
November 29, 2016 – December 4, 2016	**Show Days**
December 5, 2016 – December 11, 2016	Move-Out

Provided that Licensee has at all times fully complied with its obligations under this Agreement, and subject to the terms of this paragraph, Licensee shall have the Right of First Refusal and Renewal to use the Premises for the 2017 Event. "Right of First Refusal and Renewal" shall mean the right, before any other licensee or potential licensee, to use the Premises for the Event on the 2017 Dates, on the same or similar financial terms as contained within this Agreement. In order to exercise the Right of First Refusal and Renewal, Licensee must give written notice to the City by no later than December 15, 2016, after which the Licensee and the City shall negotiate, in good faith, to enter into a license agreement for the 2017 Dates in a form acceptable to all Parties. In the event Licensee fails to give written notice exercising the Right of First Refusal and Renewal by December 15, 2016, Licensee's Right of First Refusal and Renewal shall be null and void, and Licensor shall be free to license the Center to any third party on the 2017 Dates, in its discretion. Failure to enter into a license agreement for the 2017 Dates prior to February 23, 2017 shall not constitute a failure to properly exercise this Right of First Refusal and Renewal.

2. Beginning on the DM Move In date and ending on the day before the Event Start date, and beginning on the day after the Event End date and ending on the DM Move Out date:
   a. Clark shall vacate the area depicted in Exhibit 1 as Design Miami.

b. The City shall provide 450 parking spaces in the 17th Street Garage for Clark's trade contractor parking.

c. Design Miami shall be allowed to construct/deconstruct its tent in the area depicted in Exhibit 1 as Design Miami.

3. Beginning on the Event Start date and ending on the Event End date:

a. Design Miami shall utilize the area identified as Design Miami in Exhibit 2

b. Clark shall reduce the Unloading and Material Lay-Down/Storage area as shown in Exhibit 2 and shall limit the use of the 17th Street Garage to construction office personnel only.

4. Costs & Reimbursements

a. Design Miami shall pay its usual and customary rent for use of the P-Lot.

- Event parking rate of $22.50 (1.5% turnover) per day during Event and ¼ of lot used.

# of Event Days	Rental Rate	# of Spaces	Total
	p/space p/day		
15	$22.50	250	$ 84,375

Rental payment for 2016 will be made as follows:

- 50% on or before October 17, 2016; and
- balance (50%) on or before November 29, 2016

b. In addition, Design Miami shall pay the City of Miami Beach $107 per space, per month, estimated at $48,150 per month for the rent of 450 spaces in the 17th Street Garage spaces plus the cost of off-duty police officers to support garage ingress and egress.

c. Design Miami shall be permitted to install fencing at the perimeter of the Premises, subject to complying with all City and Miami-Dade County requirements including, without limitation, permitting requirements. Design Miami shall also be responsible for all costs, including but not limited to, the removal, storage, and replacement of the existing fence. Design Miami shall also be permitted to install tents and other equipment necessary for the Event, subject to complying with all City and Miami-Dade County requirements including, without limitation, permitting requirements. All installations and improvements shall be further subject to current applicable building codes, and shall comply with all applicable City, County, State and Federal Laws.

d. Design Miami is required to use generators to power their event site because electrical power in the Premises is no longer available.

e. Design Miami shall also be responsible for all costs associated with moving any and all construction trailers, as approved and authorized by Clark, and return same to the location identified by Clark no later than December 11, 2016. Design Miami shall also be responsible for all costs associated with the removal, installation, storage and signage for the fencing at the Premises.

Clark currently has full use and control of the P-Lot under their contract, but has agreed to accommodate Design Miami and the City by relocating labor parking to the 17th Street Garage as long as Clark does not have to pay for the use of those parking spaces and as long as those parking spaces are within reasonable walking distance to the construction site.

CONCLUSION

The Administration recommends adopting the attached Resolution which approves substantive terms of a Parking Use Agreement between the City and Design Miami for use of the Preferred Parking Lot for the Design Miami fair.

JLM/KGB/MAS
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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 (AS SET FORTH IN THE CITY COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION) AND WAIVING, BY 5/7TH VOTE, 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 A PREMISES USE AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION AS EXHIBIT "A", WITH DESIGN MIAMI II, LLC FOR USE OF PORTIONS OF THE PREFERRED PARKING LOT, LOCATED TO THE WEST OF THE MIAMI BEACH CONVENTION CENTER, FOR A PERIOD OF APPROXIMATELY FOUR (4) MONTHS, TO HOLD THE DESIGN MIAMI SHOW FOR SPECIFIC DATES DURING THE 2016 CALENDAR YEAR.

WHEREAS, on May 12, 2010, the City Commission adopted Resolution No. 2010-27384 approving a Lease Agreement between the City and Design Miami to hold the Design Miami Show in the Preferred Parking Lot (P-Lot) in 2010, 2011 and 2012; and

WHEREAS, on October 24, 2012, the City Commission adopted Resolution No. 2012-28039 approving a Lease Agreement with Design Miami for 2013, 2014, 2015, and 2016; and

WHEREAS, on July 18, 2014, the City Manager notified Design Miami that due to the Convention Center Renovation and Expansion project, the City will close all, or a portion of, the P-Lot and it would not be available for the 2016 Design Miami show; and

WHEREAS, the City notified Design Miami of the City's termination of the Lease effective December 25, 2015; and

WHEREAS, since that time, both parties have been working in good faith to find a solution that will allow Design Miami to remain in the P-Lot for 2016; and

WHEREAS, Design Miami wishes to again use the portion of the Preferred Parking Lot, located between Convention Center Drive to the East, Meridian Avenue to the West, 18th Street to the South, and 19th Street to the North, for the purpose of holding the Design Miami show for specific dates in 2016, November 29, 2016 – December 4, 2016, in conjunction with Art Basel Miami Beach; and

WHEREAS, the Administration and Design Miami have negotiated the Premises Use Agreement attached as Exhibit "A" to this Resolution.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission hereby accept the recommendation of the City Manager (as set forth in the City Commission memorandum accompanying this Resolution) and waiving, by 5/7th vote, 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 a Premises Use Agreement, substantially in the form attached to this resolution as Exhibit "A", with Design Miami II, LLC for use of portions of the Preferred Parking Lot, located to the west of the Miami Beach Convention Center, for a period of approximately four (4) months, to hold the Design Miami Show for specific dates during the 2016 calendar year.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

KGB/MAS
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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney RAP 6/23/16
Date

PREFERRED PARKING LOT
PREMISES USE AGREEMENT FOR "DESIGN MIAMI/" SHOW

This Premises Use Agreement (the "License") made this ___ day of _____, 2016 (Effective Date), by and between the CITY OF MIAMI BEACH, a Florida municipal corporation, whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139 ("City" or "Licensor"), and DESIGN MIAMI II, LLC, a Florida limited liability company whose address is 3841 NE 2nd Avenue, Suite 400, Miami, Florida 33137 ("Licensee").

WHEREAS, Licensee wishes to use a portion of the City parking lot known as the "Preferred Parking Lot" and described more fully in Section 1 and depicted in Exhibit A hereto (the "Premises"), for the purpose of producing the "Design Miami/" show (the "Event") in conjunction with the Art Basel Miami Beach show at the Miami Beach Convention Center (MBCC); and

WHEREAS, the Premises was identified as the most compatible space, as it provides for synergy between Licensee's Event and Art Basel Miami Beach; and

WHEREAS, Licensee seeks to use the Premises for the Event from October 17, 2016 through December 15, 2016; and

WHEREAS, the parties desire to enter into this License based on the terms and conditions set forth herein with respect to the 2016 Event;

NOW, THEREFORE, in consideration of the mutual covenants herein exchanged, the parties agree as follows:

1) **Premises**. The Premises shall consist of an area equal to approximately 250 spaces in the City's Preferred Parking Lot, as further delineated in Exhibit A hereto. The main "P-Lot Set-Up Area" is approximately 400'-0" x 245'-0" in area, and the "Unloading and Material Lay-down/Storage" area is approximately 105'-0" x 245'-0" in area.

2) **Term**. Licensee shall have the right to use the Premises on the following dates:

Licensee may use the General "P-Lot Set-Up Area" as shaded blue in attached Exhibit B on the following dates and for the purposes indicated:

October 17, 2016 – November 28, 2016	Move-In
November 29, 2016 – December 4, 2016	**Show Days**
December 5, 2016 – December 15, 2016	Move-Out

Licensee may use the "Unloading and Material Lay-down/Storage Area" as shaded yellow in attached Exhibit B on the following dates and for the purposes indicated:

November 21, 2016 – November 28, 2016	Move-In
November 29, 2016 – December 4, 2016	**Show Days**

DRAFT

December 5, 2016 – December 11, 2016 Move-Out

3) **Use**. Licensee shall have the right to use the Premises for the Event, which is a furniture design show for galleries which present curated exhibitions of museum-quality furniture, lighting, and objects d'art. Licensee's proposed use(s) of the Premises for the Event shall permit exhibit space; passenger loading zones; space for valet ramping for the City's contracted valet operator; and additional storage.

Licensee agrees that Licensee and its employees, contractors, agents, representatives and invitees (to the extent applicable) shall comply with each of the following terms and conditions during use of the Premises:

a. Licensee may install fencing at the perimeter of the Premises at its sole cost and expense, subject to complying with all City and Miami-Dade County requirements including, without limitation, permitting requirements.

b. Licensee shall be required to have any construction trailers required by City at its sole cost and expense, subject to complying with all City and Miami-Dade County requirements including, without limitation, permitting requirements.

c. Licensee may install temporary tents and tent structures and other equipment necessary for the Event, subject to complying with all City and Miami-Dade County requirements including, without limitation, permitting requirements. All installations and improvements shall be further subject to current applicable building codes and shall comply with all applicable City, County, State and Federal Laws.

d. Licensee acknowledges that it has inspected the Premises and that it is satisfied that the Premises have the capacity and capability to accommodate the use contemplated under this License. Licensee accepts the Premises in its **"AS-IS"** condition and with all faults. Licensee shall abide by all applicable federal, state, and local laws, rules and regulations in its use of the Premises. [OPEN]

e. Licensee accepts the Premises with no electrical service connections provided by the City. Licensee shall be solely responsible for obtaining generators, at its sole cost and expense, to provide all power sufficient to support its electrical service needs with respect to its use of the Premises. [OPEN]

f. City shall provide, and Licensee hereby accepts, the Premises, with its existing water service connections, and has satisfied itself that there is sufficient pressure to support its water service needs with respect to its use of the Premises. Except as otherwise agreed to by the parties herein, Licensee acknowledges and agrees that the City shall not be responsible for providing any services, utilities, equipment or any other items to Licensee for its use of the Premises.

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g. At the end of the Event date, as set forth in the "Term" in Section 2 hereof, Licensee shall clean and restore the Premises to the same condition provided to Licensee prior to the first Move-In date of the Event, including, without limitation, restoring all asphalt and other surfaces to their original (or better) condition. Licensee shall be solely responsible for clean up and restoration costs incurred by the City if Licensee's clean up or restoration is not satisfactory, as determined in City's reasonable discretion.

4) **Rental**.

a. Licensee agrees to pay the following rental rates (including applicable sales tax) for the Event, as follows:

Rental 2016

Event parking rate of $22.50 (1.5% turnover) per day during Event and ¼ of lot used, as follows:

# of Event Days	Rental Rate	# of Spaces	Total
	p/space/day		
15	$22.50	250	$ 84,375

The total enumeration of the number of event dates and rental rates, and turnover mentioned in the above charges are for background purposes only. The rental amounts set forth above are final, are subject to amendment only on account of (a) ~~Lessee~~ Licensee ~~leasing~~ using additional parking spaces, in which event the rental therefor shall be adjusted only to adjust the "# of spaces" in the above formula, or (b) amendment by the City Commission as provided below in this section, and are not subject to re-computation or other adjustment under any other circumstances.

Parking rates contained herein may be amended from time to time by ordinance by the Mayor and Commission. Amended parking rates shall be applicable to the parking space rental rates contained herein. City agrees that the rental rate will not increase by more than 10% in any given year of the Term.

a. Rental payment for 2016 will be made as follows:
   - 50% on or before October 17, 2016; and
   - balance (50%) on or before November 29, 2016

b. In addition to the rental payments identified in Section 4.a, Licensee shall pay for the cost of relocating up to 450 parking spaces for employees of Clark Construction to the 17th Street Parking Garage at a cost of $107 per space from October 17, 2016 – December 15, 2016,

c. Licensee shall also be responsible for all costs associated with moving any and all construction trailers, as approved and authorized by the City's Construction Manager for the Miami Beach Renovation Project, Clark Construction Group, and shall return the construction trailers to the location identified by Clark Construction no later than December 15, 2016.

d. Licensee shall also be responsible for all costs associated with the removal, installation, storage and signage for the fencing at the Premises.

e. Licensee shall also be solely responsible for the payment of any and all taxes and/or assessments including, without limitation real estate taxes, which may be levied against the Premises as a result of Licensee's actions and operations thereon.

g. Rent shall be paid to the City of Miami Beach Parking Department, 1755 Meridian Avenue, Suite 200, Miami Beach, FL 33139.

DRAFT

5) **Protection Clause**. In consideration for Licensee's agreement to hold the Event on the Premises, the City agrees that for the Term of this Agreement, it will not license the Preferred Parking Lot to third parties for the purpose of holding a furniture design show, for thirty (30) days immediately prior to and the thirty (30) days immediately after, the Event dates. The Protection Clause would not, however, prohibit or preclude the City and/or the City's manager at the Convention Center, from allowing the use of the Preferred Parking Lot for load-in, staging, and load-out of a Miami Beach Convention Center show/event which is either a furniture design show, or has a furniture design component.

6) **Security.** At all times during the term of this License, Licensee shall be solely responsible for the security of all goods, property, equipment, materials and any other items that it or its contractors, agents, or other representatives bring onto the Premises. Licensee shall also be solely responsible for the security of its employees, contractors, agents, representatives, invitees and other guests on the Premises. Licensee is satisfied that it has made appropriate arrangements for the care and custody of all goods, property, equipment, materials and other items that Licensee brings on the Premises, and agrees that the City shall have no obligation or responsibility whatsoever in connection therewith unless due to the gross negligence or willful misconduct of the City.

7) **Responsibility for Clean-Up of Public Areas**. At all times during its use of the Premises, Licensee shall be solely responsible for the necessary housekeeping services to properly maintain the Premises in a neat and orderly manner. Licensee shall maintain the order and cleanliness of the Premises on a daily basis, and shall be responsible for the removal of trash, rubbish, and garbage. If required by the City, Licensee shall provide, at its own expense, trash receptacles throughout the Premises in an amount sufficient to maintain the cleanliness of the area. Licensee shall also instruct and monitor its employees and contractors to assure that trash, rubbish, and garbage are immediately picked up on the Premises.

8) **Services to be Provided by the City's Parking Department**. The City's Parking Department shall remove all signs on the Premises prior to the first Move-In date for each year of the Event. Licensee shall have the right to bag all parking meters on Meridian Avenue between 18th and 19th Streets commencing on October 17, 2016 and ending on the Move-Out Date.

9) **Right of First Refusal**. Provided that Licensee has at all times fully complied with its obligations under this Agreement, and subject to the terms of this paragraph, Licensee shall have the Right of First Refusal and Renewal to use the Premises for the 2017 Event, from ____, 2017 through ____,2017 (the "2017 Dates"), subject to Section 10 below. "Right of First Refusal and Renewal" shall mean the right, before any other licensee or potential licensee, to use the Premises for the Event on the 2017 Dates, on the same or similar financial terms as contained within this Agreement. In order to exercise the Right of First Refusal and Renewal, Licensee must give written notice to the City by no later than December 15, 2016, after which the Licensee and the City shall enter into a license agreement for the 2017 Dates in the form of this Agreement with such changes that may be negotiated by the Parties in good faith. In the event Licensee fails to give written notice exercising the Right of First Refusal and Renewal by December 15, 2016, Licensee's Right of First Refusal and Renewal shall be null and void, and Licensor shall be free to license the Premises to any third party on the 2017 Dates, in its discretion.

10) **MBCC Project Construction Interruption**. Notwithstanding Section 9 or any other provision of this License to the contrary, in the event the City determines that due to the progress of construction activity at the Miami Beach Convention Center during 2017, the City needs to either (a) utilize the Premises for such construction or (b) make the Premises available to accommodate Art Basel in the event that portions of the Convention Center are not available for use by Art Basel for its 2017 Event due to construction delays, then City shall provide Licensee with notice of termination of this License for the 2017 Event not later than March 1, 2017, and this License for the 2017 Event shall be null and void. In the event the City terminates this License pursuant to this Section 10, City shall have no obligation to identify any alternative accommodations for Licensee, or any monetary obligation or liability to Licensee whatsoever, and Licensee hereby accepts all risks with respect thereto.

Licensee acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatever kind or nature, against the City, its officials, employees, agents, and/or contractors, including, without limitation, claims for interference in business or damages for business interruption, due to such closure for the reasons set forth above in this Section 10. If possible, the City will use reasonable efforts to provide Licensee with one (1) year notice.

11) **Indemnification**. Licensee shall indemnify, defend and hold the City, its officers, employees, contractors, and agents, harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any persons, firm or corporation, for personal injury, property damage, or other occurring upon the Premises occasioned in whole or in part by any of the following:

a. an act of omission on the part of Licensee or any officer, employee, contractor, agent, invitee, guest, or assignee of Licensee;

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b. any misuse, neglect, or unlawful use of the Premises by Licensee or any officer, employee, contractor, agent, guest, invitee, or assignee of Licensee; and/or

c. any breach, violation, or nonperformance of any undertaking by Licensee under this License.

Licensee agrees to pay, and shall pay, for all damage to the Premises caused by Licensee or any employee, contractor, agent, guest, invitee, or assignee of Licensee.

12) **Insurance**. The License shall not be effective, nor shall Licensee take possession of the Premises, until all insurance required under this section has been obtained and such insurance has been approved by the City's Risk Manager. Licensee shall maintain and carry insurance sufficient to cover the operations and activities to be carried out on the Premises, including the following minimum insurance:

1) General Liability in the amount of $1,000,000.00. A certified copy of Licensee's Insurance Policy must be filed and approved by the Risk Manager prior to commencement. The CITY OF MIAMI BEACH, FLORIDA must be named as an Additional Insured.

2) Workers' Compensation & Employers Liability, as required pursuant to Florida Statutes. A certified copy of Licensee's Insurance Policy must be filed and approved by the Risk Manager prior to commencement.

3) Automobile Insurance, in the amount of $1,000,000.00. A certified copy of the Licensee's Insurance Policy must be filed approved by the Risk Manager prior to commencement. THE CITY OF MIAMI BEACH, FLORIDA must be named as an Additional Insured.

4) All-Risks Property and Casualty Insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering the non-permanent structures and floor coverings owned by Licensee.

5) Liquor Legal Liability Insurance, with policy limits of $2,000,000.00 per occurrence, naming the CITY OF MIAMI BEACH, FLORIDA, as an additional insured, either as an endorsement to Licensee's General Liability policy or as a separate policy. Licensee shall provide the City with evidence of this insurance prior to selling or serving alcoholic beverages at or from the Premises. If Licensee fails to obtain or to continue this coverage, Licensee shall immediately discontinue selling and serving alcoholic beverages from the Premises. Licensee may also satisfy this requirement by ensuring that a third party selling and serving such beverages maintains such insurance.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and not

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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.

13) **Default and Termination**. The following actions (a) through (e) shall constitute an event of default by Licensee:

a. If Licensee abandons or vacates the Premises during any of the dates provided for its use of the Premises hereunder, other than as consistent with moving in or out;
b. If Licensee fails to timely pay any of the rental, or other amounts due, as required by this License;
c. If Licensee fails to discharge or bond off any lien filed on the Premises, within five (5) days of written notice from Lessor; or
d. If Licensee fails to perform in accordance with any of the other terms and conditions herein contained and such default is not cured within ten (10) days after written notice from Lessor; or
e. If Licensee fails to comply with the insurance requirements in Section 12 hereof and such default is not cured within twenty-four (24) hours of verbal or written notice from the City.

In the event of a default by Licensee and where such default is not cured within the applicable period, the City may terminate this Agreement without further notice to Licensee. Licensee shall immediately surrender possession of the Premises, as well as removing any personal property and equipment therefrom. Any personal property and equipment not so removed shall be removed and stored at Licensee's expense.

Additionally, in the event of a termination hereunder, the City may also pursue any and all remedies, whether at law or equity, available to seek redress for such default.

14) **Bankruptcy and Insolvency.** If Licensee is adjudicated bankrupt or makes an assignment for the benefits of creditors, the City shall have the right to immediately terminate this Agreement and re-enter the Premises without notice or demand.

15) **Sublicense and Assignment.** Licensee shall not sublicense the Premises or any part thereof, nor assign this License, without obtaining the City Manager's prior written approval, which approval may be given, if at all, at his/her sole and absolute discretion. Nothing herein shall prohibit Licensee bring permitted to contract with exhibitors, sponsors and concessions for the Event.

16) **Permits and Licenses.** Licensee shall be solely responsible for obtaining, at its sole cost and expense, any and all permits and licenses necessary for its use of, and operations on, the Premises. Licensee must obtain a City Special Event Permit, which includes building, structural, and electrical permits. Issuance of such Special Event Permit shall be subject to and contingent upon Licensee meeting all the requirements and conditions of the City's administrative rules and guidelines for special events, as same may be amended from time to time.

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17) **City's Right of Entry.** The City, or its authorized agent or agents, shall have the right, but not the obligation, to enter upon all or any part of the Premises at all reasonable times for the purpose of inspecting same, preventing waste, making such repairs as the City may consider necessary, and for the purpose of preventing fire, and/or addressing other life safety issues. However, the City agrees that, whenever reasonably possible, the City shall provide notice to Licensee, unless the need to enter the Premises is an emergency, as deemed by the City, in its sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of the City to do any work that under any provisions of this Agreement Licensee may be required to perform, and the performance thereof by the City shall not constitute a waiver of the Licensee's default.

18) **Security Deposit.** Following execution of this License by the parties hereto, and in no event later than sixty (60) days prior to the first Move-In date of the Event, Licensee shall pay to City the sum of Five Thousand Dollars ($5,000), as security for the faithful performance by Licensee of the terms, conditions and covenants of this License. In the event of Licensee's default of a term, condition and/or covenant of this License, the City shall be entitled to retain such Security Deposit. In the event that Licensee shall fully comply with all of the terms, conditions, and covenants of this License, the Security Deposit shall be returned to Licensee, without interest, at the end of the Term.

19) **Sponsorship.** The City of Miami Beach will be recognized as a sponsor of the Event. As such, the City will receive recognition (logo in catalogue, logo in Miami website/ with link to the City website). In addition, the City will receive recognition in the Design Miami/ Basel catalogue.

20) **Complimentary City Tickets.** Licensee agrees to provide the City with a minimum of ten (10) complimentary VIP passes, and an additional twenty-five (25) complimentary day passes for the Event.

21) **Resident Tickets.** Licensee shall provide City residents with at least fifteen percent (15%) discount on individual day passes. The City will provide Licensee with avenues to promote the offer (i.e. City website and newsletters).

22) **Mutual Acknowledgement.** Both parties acknowledge that use of the Premises reduces parking inventory and the availability of public parking for attendees of the Event.

23) **Notices.** All notices shall be sent to the parties at the following addresses:

Lessor: City of Miami Beach
City Manager's Office
1700 Convention Center Drive
Miami Beach, FL 33139
Attn: City Manager
and

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City of Miami Beach
Parking Department
1755 Meridian Avenue, Suite 200
Miami Beach, FL 33139
Attn: Director
and
Tourism and Cultural Development Department
1755 Meridian Avenue, Suite 500
Miami Beach, FL 33139
Attn: Director

Licensee: Design Miami II, LLC
3841 NE 2nd Avenue
Suite 400
Miami, FL 33137
Attention: Craig Robins

With copies to: Design Miami II, LLC
3841 NE 2nd Avenue
Suite 400
Miami, FL 33137
Attention: Jen Roberts

And to: Design Miami II, LLC
3841 NE 2nd Avenue
Suite 400
Miami, FL 33137
Attention: Scott Mutch

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Licensee and Lessor may change such address at any time upon giving the other party written notification. All notices under this License must be in writing and shall be deemed to be served when delivered to the address of the addressee. All notices served by mail shall be registered mail, return receipt requested. Licensee may designate additional persons for notification of default.

24) **Force Majeure.** City does not guarantee the uninterrupted use of the Premises, as the use of the Premises may be suspended or delayed by reason of "force majeure" as defined herein. No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "force majeure" if notice is provided to the other party within ten (10) days of the date on which such party gains actual knowledge of the event of "force majeure" that such party is unable to perform. The term "force majeure", as used in this subsection, means the following: an act of God, strike, war, public rioting, terrorism, unusual tidal activity affecting the use of the Premises, fire, hurricane, explosions, epidemics, earthquakes, floods, civil disturbances, and any other similar cause which is not reasonably within the control of the party whose performance is to be excused, and by which the exercise of due diligence could not be reasonably prevented or overcome.

25) **Waiver.** No waiver by Lessor any time of any of the terms or conditions of this License shall be deemed at any time thereafter a waiver of the same or any other term or conditions hereof.

26) **Severability.** If any term or provision of this License or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this License shall be valid and be enforceable for the fullest extent permitted by law.

27) **Governing Law/Venue.** This License shall be governed by and construed in accordance with the law of the State of Florida. This Lease 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 Dade County, Florida. By entering into this License, Licensee and Lessor expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of, this License.

28) **Limitation of Liability.** City desires to enter into this License only if in doing so the City can place a limit on the City's liability for cause of action for money damages due to an alleged breach by the City of this License, including but not limited to any delay or failure to provide the Premises to Licensee, so that the liability of the City for any such breaches never exceeds the aggregate total sum of $10,000. Licensee hereby expresses its willingness to enter into this License with Licensee's recovery from the City for any damage action for all matters arising under this License to be limited to a maximum aggregate total amount of $10,000. Accordingly, and notwithstanding any other term or condition of this License, Licensee hereby agrees that the City shall not be liable to Licensee for damages in an aggregate total amount in excess of $10,000, for any action of claim for breach of contract or otherwise arising out of the performance or nonperformance of any obligations imposed upon the City by this License. Nothing contained in this paragraph or elsewhere in this License is in any way intended to be a waiver of the limitation placed upon the City liability as set forth in Florida Statutes, Section 768.28.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by their appropriate officials, as of the date first entered above.

ATTEST:

LESSOR/CITY OF MIAMI BEACH

Rafael E. Grandado, City Clerk

Philip Levine, Mayor

LICENSEE/DESIGN MIAMI

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DESIGN MIAMI II, LLC, by Design Miami, Inc., its managing member

WITNESS:

By: _____

_____

Print Name

By: _____

Anna Williams
Vice President

By: _____

_____

Print Name

DRAFT

Condensed Title:

A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee Meeting Held On June 17, 2016, Authorizing A Pilot Program For Recording and Televising on MBTV Those Code Enforcement Hearings Involving Short-Term Rental Violations Of Section 142-905 And 142-1111 Of The Miami Beach Code Of Laws And Ordinances.

Key Intended Outcome Supported:

Strengthen Internal Controls To Achieve More Accountability
Enhance External And Internal Communication From And Within The City
Ensure Compliance With Code Within Reasonable Time Frame Emphasizing The Code For Commercial Development

Item Summary/Recommendation:

At the May 11, 2016 Commission Meeting a referral was made to the Finance and Citywide Projects Committee to consider televising all Special Master hearings.

At its meeting on June 17, 2016 the Finance and Citywide Projects Committee held a discussion to consider televising City Special Master hearings.

Televising all hearings would amount to over 300 hours of video and could require additional resources. As such, the Committee recommended that all Code Enforcement Special Master hearings for short-term rental violations of Section 142-905 and 142-1111 of the City of Miami Beach Code of Laws and Ordinances be recorded and televised on MBTV as a pilot program for ninety days.

The estimated hourly cost to televise on MBTV is $31.25. Since the number and the length of time of Special Master hearings vary, it is difficult to estimate costs at this time. After the 90 day pilot program, staff can calculate the costs based on actual meetings.

RECOMMENTATION

The Administration recommends adopting the resolution.

Advisory Board Recommendation:

The Mayor and City Commission referred this matter to the Finance and Citywide Projects (FWCP) Committee at its May 11, 2016 meeting and the FCWP passed a motion on June 17, 2016 to recommend that all Code Enforcement Special Master hearings for violations of Section 142-905 and 142-1111 of the City of Miami Beach Code of Laws and Ordinances be recorded and televised on MBTV as a pilot program for ninety days.

Financial Information:

Source of Funds:		Amount	Account
	1	n/a	
	2		
	3		
OBPI	Total		

Financial Impact Summary: The pilot program will be funded from existing resources. The actual costs of this pilot program will be used as a basis to determine the fiscal impact should the program be extended into FY-2017.

City Clerk's Office Legislative Tracking:

Hernan D. Cardeno, Code Compliance

Sign-Offs:

Department Director	Assistant City Manager	City Manager
HDC	SMT	JLM

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MIAMIBEACH

AGENDA ITEM R7X
DATE 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE MEETING HELD ON JUNE 17, 2016, AUTHORIZING A PILOT PROGRAM FOR TELEVISING ON MBTV THOSE CODE ENFORCEMENT HEARINGS INVOLVING SHORT-TERM RENTAL VIOLATIONS OF SECTION 142-905 AND 142-1111 OF THE MIAMI BEACH CODE OF LAWS AND ORDINANCES.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution.

BACKGROUND

At the May 11, 2016 Commission Meeting a referral was made to the Finance and Citywide Projects Committee to consider televising all Special Master hearings.

At its meeting on June 17, 2016 the Finance and Citywide Projects Committee held a discussion to consider televising City Special Master hearings.

Televising all hearings would amount to over 300 hours of video and could require additional resources. The Committee recommended that all Code Enforcement Special Master hearings for short-term rental violations of Section 142-905 and 142-1111 of the City of Miami Beach Code of Laws and Ordinances be recorded and televised on MBTV as a pilot program for ninety days.

The estimated hourly cost to televise on MBTV is $31.25. Since the number and the length of time of Special Master hearings vary, it is difficult to estimate costs at this time. After the 90 day pilot program, staff can calculate the costs based on actual meetings.

CONCLUSION

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

JLM/SMT/HDC/RSA/SKS

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RESOLUTION TO BE SUBMITTED

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS JUNE 10, 2016 MEETING TO EXTEND THE PARK RANGER PROGRAM TO LUMMUS PARK, SUBJECT TO APPROVAL OF THE FY 2016/2017 OPERATING BUDGET ENHANCEMENT REQUEST.**

BACKGROUND

At the June 10, 2016 meeting of the Neighborhood/Community Affairs Committee ("NCAC"), the NCAC held a discussion concerning Mitch Novick's "Minority Report" item regarding the safety at Lummus Park. It was recommended that the Park Ranger Program be extended to Lummus Park subject to approval in the FY 2016/2017 Budget.

The Parks and Recreation Department has submitted an Operating Budget Enhancement Request Form to employ 6 Full-time and 2 Part-time Park Rangers to patrol Lummus Park 7 days a week from 8:00 a.m. to Midnight. This ensures that there will be 2 Park Rangers on duty throughout the day. The budget request includes salaries, uniforms, supplies, training and transportation needs, totaling at $509,000 for the first year. The second year will slightly increase due to pension costs.

In addition to NCAC's request, on March 9, 2016, the City Commission accepted the recommendations of the Ocean Drive Task Force and the Land Use and Development Committee to devote additional City resources to enhance public safety in Lummus Park by exploring the use of Park Rangers.

ACTION REQUIRED

Commission vote on the recommendation of the Neighborhood/Community Affairs Committee at its June 10, 2016 meeting to extend the Park Ranger Program to Lummus Park, subject to the approval of the FY 2016/2017 Operating Budget Enhancement Request.

JLM/EC/JR

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Agenda Item R7Y
Date 7-13-16

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE AT ITS JUNE 10, 2016 MEETING TO EXTEND THE PARK RANGER PROGRAM TO LUMMUS PARK, SUBJECT TO APPROVAL OF THE FY 2016/2017 OPERATING BUDGET ENHANCEMENT REQUEST.

WHEREAS, at the June 10, 2016 meeting of the Neighborhood/Community Affairs Committee ("NCAC"), the NCAC held a discussion concerning Mitch Novick's "Minority Report" item regarding safety at Lummus Park; and

WHEREAS, following the discussion of the item, the NCAC recommended that the Park Ranger Program be extended to Lummus Park, subject to approval in the City's FY 2016/2017 Budget; and

WHEREAS, the Parks and Recreation Department has submitted an Operating Budget Enhancement Request Form to employ Park Rangers to patrol Lummus Park 7 days a week from 8:00 a.m. to Midnight; and

WHEREAS, on March 9, 2016, the City Commission accepted the recommendations of the Ocean Drive Task Force and the Land Use and Development Committee to devote additional City resources to enhance public safety in Lummus Park by exploring the use of Park Rangers.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that Mayor and City Commission hereby accept the recommendation of the Neighborhood/Community Affairs Committee at its June 10, 2016 meeting to extend the Park Ranger Program to Lummus Park, subject to approval of the FY 2016/2017 Operating Budget Enhancement Request.

PASSED AND ADOPTED this 13th day of July, 2016.

_____
Philip Levine, Mayor

ATTEST:

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date 7/11/16

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MIAMIBEACH

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: **July 13, 2016**

SUBJECT: **RESOLUTION CALLING CITY'S NOVEMBER 8, 2016 SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH A QUESTION ASKING WHETHER CITY CODE SECTION 2-485 SHOULD BE AMENDED TO DELETE THE REQUIREMENT THAT LOBBYISTS FILE AN ANNUAL STATEMENT DISCLOSING COMPENSATION AND EXPENDITURES RELATED TO LOBBYING ACTIVITIES WHEN THEY HAVE NOT RECEIVED COMPENSATION OR INCURRED EXPENDITURES DURING THE REPORTING PERIOD.**

The attached Resolution has been prepared calling for a City of Miami Beach Special Election to be held on November 8, 2016[1] 1for the purpose of submitting to the City's voters the following ballot question:

> City Code section 2-485 requires that lobbyists file annual statements listing all lobbying expenditures and compensation received for the preceding calendar year regarding each issue the lobbyist was engaged to lobby, such statement to be filed even if there were no such expenditures or compensation. Shall this Code section be amended to provide that annual statements need not be filed by lobbyists if there have been no such expenditures and compensation during the reporting period?

As more specifically stated in his attached correspondence, Joseph Centorino, Executive Director of the Miami-Dade County Commission on Ethics and Public Trust, initiated the request for the above Code amendment based upon his concern that a "...substantial amount of Ethics Commission staff time spent on appeals relating to fines imposed on lobbyists who did not have any expenditures or compensation during the

1 On November 8, 2016, the Miami-Dade Elections Department will be conducting the Countywide "General Election" – the City of Miami Beach has been authorized by County DOE to place ballot measures on this Ballot.

Agenda Item R7Z
Date 7-13-16

reporting period", appears not to serve a significant public purpose. Inasmuch as the subject Code amendment would lessen the stringency of the City's ethics Code (by deleting requirement that lobbyists file annual statements listing all lobbying expenditures and compensation received for the preceding calendar year even if there were no such expenditures or compensation), voter approval is required in order to effect such Code amendment[2].

In consideration of this matter, the City Attorney has consulted the City Clerk (as the City personnel responsible for oversight of the City's lobbyist laws), and the Clerk has provided the following information which may be useful in the Commission's deliberation of this matter:

For reports due in 2015, 528 lobbyists were required to submit annual financial disclosure statements.

- Of the 528 lobbyists, 107 (20.3%) filed an appeal with the County Ethics Commission to reduce/eliminate fines incurred for untimely filing of the disclosure statement.
- Of the 107 lobbyist filing appeals, only 17 reported any type of compensation or expenditures (15.9%), leaving 90 (84.1%) of the lobbyists who appealed with no compensation or expenditures to report.

Final note: Today is the City Commission's last regularly-scheduled Commission meeting prior to the August 9, 2016 deadline date by which the County Elections Department must receive municipal Resolutions placing ballot measures on the November 8, 2016 ballot.

[2] See, City Charter at section 1.05

From: Centorino, Joseph (COE) [mailto:CENTORI@miamidade.gov]
Sent: Tuesday, March 22, 2016 12:56 PM
To: Aguila, Raul
Cc: Murawski, Michael P. (COE); lsch23@comcast.net
Subject: LOBBYIST REGISTRATION FEE ISSUE

Raul:

The request we recently discussed is for the City of Miami Beach to consider an ordinance change removing the requirement that a lobbyist file an annual expenditure statement for a calendar year in which the lobbyist makes no expenditure on behalf of any client.

This requirement has led to numerous investigations by the Ethics Commission staff to locate and communicate with registered lobbyists, notify them of their failure to file, and to bring each of these matters to the Ethics Commission for resolution at a public meeting. Due to the administrative fine imposed in these cases on a per diem basis, some of these cases are presented to the Commission with a presumptive fine totaling in the tens of thousands of dollars. The fines are routinely waived by the Commission for first offenders, due to the relative insignificance of the offense of a lobbyist's failure to report that he or she had nothing to report. The fines imposed are almost always drastically reduced by the Ethics Commission because of the obvious disproportionality of the penalty to the offense.

Most of the violators are not regular lobbyists, but individuals who are retained to work on a particular issue and are unfamiliar with filing requirements. We expend a substantial amount of staff time on these cases, which seem not to serve a significant public purpose. The members of the Ethics Commission, who encouraged me to seek this change, have expressed frustration with cases that fail to promote an image that the Ethics Commission deals with serious ethical issues deserving of the attention of an important quasi-judicial body. We have no problem in dealing with those who fail to report expenditures actually incurred in lobbying, but the prosecution of the technical failure to file a statement listing no expenditures, punishable by unrealistic and draconian fines, is a poor use of the resources of any public agency.

Please note that this issue has already been raised with the Miami-Dade County Commission, which previously had the same requirement in the County lobbyist ordinance. At the request of the Ethics Commission, the County Commission amended the ordinance to dispense with the filing requirement if no expenditures have been incurred during the reporting period.

I would be happy to appear before the Miami Beach City Commission to discuss the approval process for a similar amendment to the Miami-Beach lobbyist ordinance.

Sincerely,

Joe

Joseph M. Centorino
Executive Director and General Counsel Miami-Dade Commission
on Ethics and Public Trust
19 W. Flagler Street, Suite 820 Miami, FL 33130
Tel: (305) 579-2594
Fax: (305) 579-0273
ethics.miamidade.gov

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA CALLING FOR A NOVEMBER 8, 2016 CITY OF MIAMI BEACH SPECIAL ELECTION, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH A QUESTION ASKING WHETHER CITY CODE SECTION 2-485 SHOULD BE AMENDED TO DELETE THE REQUIREMENT THAT LOBBYISTS FILE AN ANNUAL STATEMENT DISCLOSING COMPENSATION AND EXPENDITURES RELATED TO LOBBYING ACTIVITIES WHEN THEY HAVE NOT RECEIVED COMPENSATION OR INCURRED EXPENDITURES DURING THE REPORTING PERIOD.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:

SECTION 1.

In accordance with provisions of the Charter of the City of Miami Beach, Florida and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the City of Miami Beach, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, November 8, 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 "A"[1].

[1] As of date, the City of Miami Beach has not received from the Miami Dade County Elections Department the final list of polling places for the City's November 8, 2016 Special Election. Accordingly, attached to this Resolution is a list of polling places from the City's March 15, 2016 Special Election, which upon receipt from the County, will be superseded by the Department of Elections' list of polling places for the City's subject November 8, 2016 Special Election, which list of polling places for the City's November 8, 2016 Special Election will be publicly noticed by the City.

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 8TH DAY OF NOVEMBER, 2016, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI BEACH THE FOLLOWING QUESTION:

Lobbyists' annual disclosure of expenditures/compensation. City Code section 2-485 requires that lobbyists file annual statements listing all lobbying expenditures and compensation received for the preceding calendar year regarding each issue the lobbyist was engaged to lobby, such statement to be filed even if there were no such expenditures or compensation. Shall this Code section be amended to provide that annual statements need not be filed by lobbyists if there have been no such expenditures and compensation during the reporting period?

Yes ____
No ____

Said Notice shall further set forth the several polling places in the election precincts as established in accordance with Section 3 hereof, and shall further set forth pertinent information regarding eligibility of electors to participate in said elections.

SECTION 6.

That the official ballot to be used in the Special Election to be held on November 8, 2016, hereby called, shall be in substantially the following form, to-wit:

"OFFICIAL BALLOT"

Lobbyists' annual disclosure of expenditures/compensation.

City Code section 2-485 requires that lobbyists file annual statements listing all lobbying expenditures and compensation received for the preceding calendar year regarding each issue the lobbyist was engaged to lobby, such statement to be filed even if there were no such expenditures or compensation. Shall this Code section be amended to provide that annual statements need not be filed by lobbyists if there have been no such expenditures and compensation during the reporting period?

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 October 11, 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 proposed ballot measure is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of said ballot measure.

SECTION 12.

This Resolution shall be effective immediately upon its passage.

PASSED and **ADOPTED** this _____ day of _____, 2016.

ATTEST:

_____
PHILIP LEVINE
MAYOR

_____
RAFAEL E. GRANADO
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 7/6/16 Date

CITY CODE SECTION 2-485:
BALLOT QUESTION AND PROPOSED AMENDED CITY CHARTER TEXT
NOVEMBER 8, 2016 SPECIAL ELECTION.

I. BALLOT QUESTION:

Lobbyists' annual disclosure of expenditures/compensation.
City Code section 2-485 requires that lobbyists file annual statements listing all lobbying expenditures and compensation received for the preceding calendar year regarding each issue the lobbyist was engaged to lobby, such statement to be filed even if there were no such expenditures or compensation. Shall this Code section be amended to provide that annual statements need not be filed by lobbyists if there have been no such expenditures and compensation during the reporting period?

Yes ____
No ____

II. PROPOSED AMENDED CITY CODE TEXT:

City Miami Beach Code, Sec. 2-485. - List of expenditures; fee disclosure; reporting requirements.

(a) On February 28[2] of each year, lobbyists subject to lobbyist registration requirements shall submit to the city clerk a signed statement under oath as provided herein listing all lobbying expenditures, as well as compensation received, for the preceding calendar year with regard to the specific issue on which the lobbyist has been engaged to lobby. **A statement shall <u>not</u> be filed ~~even~~ if there have been no expenditures ~~or~~ <u>and</u> compensation during the reporting period <u>but if there have been expenditures and/or compensation then a statement shall be filed listing such detail</u>**. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events.

(b) Each lobbyist and his/her principal shall, before engaging in any lobbying activities, submit to the city clerk a joint signed statement under oath disclosing the terms and amount of compensation to be paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged to lobby. If no compensation will be paid concerning the subject lobby services, a statement shall nonetheless be filed reflecting as such.

(c) Any change to information originally filed shall require that the lobbyist (and principal under subsection (b) above) file, within three business days from such

[2] For purposes of transitioning this change of date and related lobbyist responsibility to timely file disclosure reports as required hereinabove, reports for calendar years 2009 and 2010 shall be submitted to the city clerk by February 28, 2011, with subsequent years' reports to be filed with the city clerk by February 28 of each respective following year, as set forth in [subsection] (a) above.

changed circumstances, a signed statement under oath amending the above-referenced reports; additionally, in the event official action on the specific lobbied issue is scheduled to occur during said three day period, the lobbyist and principal shall prior to said official action, further disclose the amendment by publicly stating on the record at which the official action is to occur the subject amendment. The lobbyist and principal have a continuing duty to supply accurate information and amend said reports when so needed.

(d) The city clerk shall notify any lobbyist (or principal) who fails to timely file the expenditure or fee disclosure reports referenced in sections (a) and (b) above. In addition to any other penalties which may be imposed as provided in section 2-485.1, a fine of $50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by April 30 shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the Miami Dade County Ethics Commission.

(e) The city clerk shall notify the Miami-Dade County Commission on Ethics and Public Trust of the failure of a lobbyist (or principal) to file either of the reports referenced above and/or pay the assessed fines after notification.

(f) A lobbyist (or principal) may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for a hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust within 15 calendar days of receipt of the notification of the failure to file the required disclosure form. The Miami-Dade Commission on Ethics and Public Trust shall have the authority to waive the fine, in whole or in part, based on good cause shown.

MIAMIBEACH

MIAMI BEACH SPECIAL ELECTION
MARCH 15, 2016

MIAMI BEACH PRECINCTS LIST

Polling Place No.	Name	Location		Polling Place No.	Name	Location
011	Biscayne Elementary School	800 77 Street		030	Miami Beach Botanical Garden	2000 Convention Center Drive
013	North Shore Branch Library	7501 Collins Avenue		031	Miami City Ballet	2200 Liberty Avenue
014	North Shore Park Youth Center	501 72 Street		032	Miami Beach Regional Library	227 22 Street
015	Normandy Shores Golf Club	2401 Biarritz Drive		033	Miami Beach Senior High School	2231 Prairie Avenue
018	Indian Creek Fire Station #4	6860 Indian Creek Drive		036	Miami Beach Police Athletic League	999 11 Street
019	Normandy Park & Pool	7030 Trouville Esplanade		037	Miami Beach City Hall	1700 Convention Center Drive
020 **T**	North Shore Park Youth Center	501 72 Street		038	Veterans Foreign War Post #3559	650 West Avenue
023	Miami Beach Fire Station #3	5303 Collins Avenue		040	South Pointe Elementary School	1050 4 Street
024	Nautilus Middle School	4301 N. Michigan Avenue		041	South Shore Community Center	833 6 Street # 2
025	St. John's on the Lake Methodist Church	4760 Pine Tree Drive		042	Feinberg Fisher K-8 Center School	601 14 Place
028	Temple Beth Sholom	4144 Chase Avenue		043	Miami Beach Police Department	1100 Washington Avenue
029	North Beach Elementary School	4100 Prairie Avenue		048	Rebecca Towers	200 Alton Road

T = Temporary polling place change.

Please note that the above list is subject to change, if needed.

The voting precincts for the March 15, 2016 City of Miami Beach Special Election shall be as established by the Miami-Dade County election officials. On Election Day, all electors shall vote at the voting locations and the voting precincts in which the official registration books show that the electors reside. All questions concerning voting locations and voting precincts should be directed to the Miami-Dade County Elections Department, 2700 NW 87 Avenue, Doral, Florida 33172; Telephone: 305.499.VOTE (8683) or TTY: 305.499.8480.

Rafael E. Granado, City Clerk
City of Miami Beach

AD 1133

EXHIBIT A

MIAMIBEACH

OFFICE OF THE CITY ATTORNEY

RAUL J. AGUILA, CITY ATTORNEY

COMMISSION MEMORANDUM

To: Mayor Philip Levine
Members of the City Commission

Date: July 13, 2016

From: Raul J. Aguila
City Attorney

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA CALLING FOR A SPECIAL ELECTION ON NOVEMBER 8, 2016, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH, FLORIDA A QUESTION ASKING WHETHER CITY CODE SECTION 2-459 (WHICH PROHIBITS CITY BOARD MEMBERS AND THEIR ASSOCIATES FROM LOBBYING CITY PERSONNEL) SHOULD BE AMENDED TO INCLUDE AN EXCEPTION ALLOWING LAND USE BOARD (BOARD OF ADJUSTMENT, DESIGN REVIEW BOARD, HISTORIC PRESERVATION BOARD, PANEL OF ARCHITECTS, AND PLANNING BOARD) MEMBERS WHO ARE ARCHITECTS OR LANDSCAPE ARCHITECTS TO LOBBY CITY PERSONNEL AND AGENCIES ON LAND DEVELOPMENT APPLICATIONS, EXCEPT FOR APPLICATIONS BEFORE THE BOARD ON WHICH THEY SERVE.**

I. Introduction

Pursuant to the request of Commissioner Joy Malakoff, the following ballot question has been prepared for a Special Election to be held in the City of Miami Beach on November 8, 2016. The proposed ballot question seeks to amend City Code Section 2-459, in the City's Code of Ethics, by providing for an exception from the prohibition on lobbying by members of City boards, for land use board[1] members who are architects or landscape architects, and would allow those members to lobby City personnel or officials, except for (i) members of the boards on which they serve, and (ii) related City personnel in their capacity as staff to such agency. Because the proposed exemption would lessen the stringency of City Code Section 2-459, a public vote is required pursuant to City Charter Section 1.05.

Commissioner Malakoff has proposed this ballot measure as part of her envisioned comprehensive legislative reform towards streamlining and otherwise improving the City's development review process. The prohibition on lobbying by all board members set forth in City Code Section 2-459, although laudable in concept, has served to discourage qualified design professionals from serving on the City's land use boards, as such service prevents them from lobbying the City on behalf of their clients.

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[1] The term "land use boards" includes the Board of Adjustment, Design Review Board, Historic Preservation Board, and Planning Board, as well as the proposed Panel of Architects.

Agenda Item R7AA
Date 7-13-16

The City Charter and Code require the appointment of certain professionals (e.g., architects and landscape architects) to the City's land use boards.[2] Because of the prohibition on lobbying by City board members, the City has experienced difficulties in filling these openings. Otherwise qualified individuals elect not to serve on City land use boards because such service would likely preclude their representation of clients in Miami Beach.

By amending the Code to allow for a limited exception whereby such land use board members, who are architects or landscape architects, may lobby the City (while maintaining the existing prohibition on lobbying (i) other members of the board on which the land use board member serves or (ii) related City staff), the City will have a greater opportunity to attract qualified design professionals for such City service.

II. Panel of Architects

On June 8, 2016, and as sponsored by Commissioner Malakoff, the City Commission adopted on first reading an Ordinance creating a Panel of Architects ("Panel") to review all new single-family home construction, including substantial additions, on RS-zoned lots that are vacant or that currently contain a post-1942 single family home or a non-architecturally significant pre-1942 single-family home, which applications would not otherwise require a hearing conducted by the Board of Adjustment, Historic Preservation Board, or Design Review Board.

The Ordinance provides that, if the ballot question proposed herein is approved by the City's voters, the Ordinance shall become effective on February 1, 2017. If the ballot question fails, the Ordinance shall sunset immediately and be automatically repealed. The Ordinance shall be heard by the Planning Board on June 28, 2016, and is scheduled for Second Reading by the City Commission on July 13, 2016.

III. Proposed ballot question

The text of the proposed ballot question is as follows:

City Code Section 2-459 prohibits City board members and their associates from lobbying City personnel and agencies. Should this section be amended to include an exception allowing land use board (Board of Adjustment, Design Review Board, Historic Preservation Board, Panel of Architects, and Planning Board) members who are architects or landscape architects to lobby City personnel and agencies on land development applications, except for applications before the board on which they serve?

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[2] The professional requirements for appointment to the City's land use boards are set forth in Art. I, § 2, Related Special Acts (Board of Adjustment), City Code § 118-72 (Design Review Board), City Code § 118-103(a) (Historic Preservation Board), and City Code § 118-53 (Planning Board). The proposed Panel of Architects shall be comprised of up to 15 design professionals, defined as architects or landscape architects licensed in Florida.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA CALLING FOR A SPECIAL ELECTION ON NOVEMBER 8, 2016, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH, FLORIDA A QUESTION ASKING WHETHER CITY CODE SECTION 2-459 (WHICH PROHIBITS CITY BOARD MEMBERS AND THEIR ASSOCIATES FROM LOBBYING CITY PERSONNEL) SHOULD BE AMENDED TO INCLUDE AN EXCEPTION ALLOWING LAND USE BOARD (BOARD OF ADJUSTMENT, DESIGN REVIEW BOARD, HISTORIC PRESERVATION BOARD, PANEL OF ARCHITECTS, AND PLANNING BOARD) MEMBERS WHO ARE ARCHITECTS OR LANDSCAPE ARCHITECTS TO LOBBY CITY PERSONNEL AND AGENCIES ON LAND DEVELOPMENT APPLICATIONS, EXCEPT FOR APPLICATIONS BEFORE THE BOARD ON WHICH THEY SERVE.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:

SECTION 1.

In accordance with provisions of the Charter of the City of Miami Beach, Florida and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the City of Miami Beach, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, November 8, 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 Miami Beach of said Special Election shall be as established by the proper and appropriate Miami-Dade County Election Officials. All electors shall vote at the polling places and the voting precincts as determined by the Miami-Dade County Election Officials as set forth in the attached Exhibit "A".[1]

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 ("Notice") 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 8th DAY OF NOVEMBER, 2016, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE CITY OF MIAMI BEACH THE FOLLOWING QUESTION:

City Code Section 2-459:
Establish Additional Exception to
Prohibition on Lobbying by City Board Members

[1] As of date, the City of Miami Beach has not received from Miami-Dade County Elections Department the final list of polling places for the City's November 8, 2016 Special Election. Accordingly, attached to this Resolution is a list of polling places from the City's March 2016 Special Election, which upon receipt from the County, will be superseded by the Department of Elections' list of polling places for the City's subject November 8, 2016 Special Election, which list of polling places for the City's November 8, 2016 Special Election will be publicly noticed by the City.

City Code Section 2-459 prohibits City board members and their associates from lobbying City personnel and agencies. Should this section be amended to include an exception allowing land use board (Board of Adjustment, Design Review Board, Historic Preservation Board, Panel of Architects, and Planning Board) members who are architects or landscape architects to lobby City personnel and agencies on land development applications, except for applications before the board on which they serve?

_____ **YES**

_____ **NO**

Said Notice shall further set forth the several polling places in the election precincts as established in accordance with Section 3 hereof, and shall further set forth pertinent information regarding eligibility of electors to participate in said election.

SECTION 6.

That the official ballot to be used in the Special Election to be held on November 8, 2016, hereby called, shall be in substantially the following form:

OFFICIAL BALLOT

City Code Section 2-459:
Establish Additional Exception to
Prohibition on Lobbying by City Board Members

City Code Section 2-459 prohibits City board members and their associates from lobbying City personnel and agencies. Should this section be amended to include an exception allowing land use board (Board of Adjustment, Design Review Board, Historic Preservation Board, Panel of Architects, and Planning Board) members who are architects or landscape architects to lobby City personnel and agencies on land development applications, except for applications before the board on which they serve?

_____ **YES**

_____ **NO**

SECTION 7.

The form of the ballots to be used in this Special Election and their preparation shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

SECTION 8.

Registration of persons desiring to vote in the Special Election shall be in accordance with the general law of the State of Florida governing voter registration. Qualified persons may obtain registration forms to vote at the Office of the City Clerk, City Hall, 1700 Convention Center Drive, First Floor, Miami Beach, Florida 33139, during normal business hours, and at such other voter registration centers and during such times as may be provided by the Supervisor of Elections of Miami-Dade County. The Miami-Dade County Supervisor of Elections will register voters for this Special Election until 5:00 p.m. on October 11, 2016. All persons eligible to vote in 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 _____, 2016.

ATTEST:

_____
Philip Levine
Mayor

_____
Rafael E. Granado
City Clerk

(Sponsored by City Commissioner Joy Malakoff)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6-22-16
Date

NK

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CITY CODE SECTION 2-459:
PROPOSED BALLOT QUESTION AND AMENDED CITY CODE TEXT
NOVEMBER 8, 2016 SPECIAL ELECTION

I. PROPOSED BALLOT QUESTION:

City Code Section 2-459:
Establish Additional Exception to
Prohibition on Lobbying by City Board Members

City Code Section 2-459 prohibits City board members and their associates from lobbying City personnel and agencies. Should this section be amended to include an exception allowing land use board (Board of Adjustment, Design Review Board, Historic Preservation Board, Panel of Architects, and Planning Board) members who are architects or landscape architects to lobby City personnel and agencies on land development applications, except for applications before the board on which they serve?

_____ YES

_____ NO

II. PROPOSED CITY CODE TEXT:

City of Miami Beach Code Section 2-459. "Certain appearances prohibited."

(a) No member of a city board, agency or committee or a member of any board, agency or committee created hereafter which is designated as a board, agency or committee subject to the purview of this section shall:

(1) Either directly or through an associate, appear, represent or act on behalf of a third person before the city commission or any city agency with respect to any agency action sought by the third person.

(2) Either directly or through an associate be engaged as a lobbyist for and on behalf of a third person with respect to any official action by any public officer sought by such third person.

(b) Definitions. As used in this section, the following definitions shall apply:

Agency means any board, commission, committee or authority of the city, whether advisory, ad hoc or standing in nature.

Associate means any person or entity engaged in or carrying on a business enterprise with a city agency member as a partner, joint venturer, or co-corporate

shareholder where the shares of such corporation are not listed on any national or regional stock exchange or co-owner of property. Associate shall further include a business affiliation with a city agency member where an "employee" or "of counsel" relationship exists.

***Land use boards* include the Board of Adjustment, Design Review Board, Historic Preservation Board, Panel of Architects, and Planning Board.**

Lobbyist means all persons, firms, or corporations employed or retained, whether paid or not, by a principal who seeks to encourage the passage, defeat, or modification(s) of any of the following: (1) ordinance, resolution, action or decision of any commissioner; (2) any action, decision, or recommendation of any city board or committee; or (3) any action, decision or recommendation of the city manager, deputy city manager, assistant city managers, all department heads, all division heads, city attorney, chief deputy city attorney, deputy city attorneys, and/or all assistant city attorneys (except when such personnel are acting in connection with administrative hearings) during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the city commission or a city agency. "Lobbyist," as defined above, specifically includes the principal, as described above, as well as any agent, attorney, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, attorney, officer or employee.

(1) For purposes of this section, and with limited applicability to those agencies that are not standing in nature, "lobbyist" shall exclude any person who only appears as a representative of a not for profit corporation or entity (such as a charitable organization, a neighborhood or homeowner association, a local chamber of commerce or a trade association or trade union) without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item.

(2) For purposes of this section, and with limited applicability to those agencies that are standing in nature:

a. Lobbying by a board, agency or committee member shall be permitted when such person is affiliated with a not for profit corporation or entity (such as a charitable organization, a neighborhood or homeowner association, a local chamber of commerce or a trade association or trade union) in a capacity other than as a managerial employee and appears as a representative of that particular not for profit corporation or entity without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item.

b. Lobbying by the associate of a board, agency or committee member shall be permitted:

(i) When a board, agency or committee member is affiliated with a not for profit corporation or entity in a capacity other than as a managerial employee, and the subject associate is appearing as a representative of that particular not for profit corporation or entity without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item.

(ii) When a board, agency or committee member is a managerial employee of a not for profit corporation or entity, and the subject associate is appearing as a representative of that particular not for profit corporation or entity without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item and is affiliated with said not for profit corporation or entity in a capacity other than as a managerial employee.

c. The term "managerial employee" shall mean any employee of a nonprofit corporation or entity who has supervision and operational responsibilities/control of all or some departments of said entity.

(3) For purposes of this section, land use board members who are architects or landscape architects may conduct lobbying activities set forth in subsections (a)(1) and (2) with regard to land development applications, insofar as said activities are restricted to City personnel and City agencies other than (i) the land use board on which the subject board member serves and (ii) related city personnel in their capacity as staff to such agency. This subsection shall not prohibit such architects or landscape architects serving on a land use board from submitting plans to their board of membership on behalf of an applicant, so long as any such board member discloses at meetings of such board his or her representation of the applicant and disqualifies himself or herself from speaking or voting or otherwise participating in the review or approval of such application.

Public officer means any person elected or appointed to hold office in the city, as a member of an agency which shall include an advisory body.

MIAMIBEACH

MIAMI BEACH SPECIAL ELECTION
MARCH 15, 2016

MIAMI BEACH PRECINCTS LIST

Polling Place No.	Name	Location	Polling Place No.	Name	Location
011	Biscayne Elementary School	800 77 Street	030	Miami Beach Botanical Garden	2000 Convention Center Drive
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015	Normandy Shores Golf Club	2401 Biarritz Drive	033	Miami Beach Senior High School	2231 Prairie Avenue
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019	Normandy Park & Pool	7030 Trouville Esplanade	037	Miami Beach City Hall	1700 Convention Center Drive
020 T	North Shore Park Youth Center	501 72 Street	038	Veterans Foreign War Post #3559	650 West Avenue
023	Miami Beach Fire Station #3	5303 Collins Avenue	040	South Pointe Elementary School	1050 4 Street
024	Nautilus Middle School	4301 N. Michigan Avenue	041	South Shore Community Center	833 6 Street # 2
025	St. John's on the Lake Methodist Church	4760 Pine Tree Drive	042	Feinberg Fisher K-8 Center School	601 14 Place
028	Temple Beth Sholom	4144 Chase Avenue	043	Miami Beach Police Department	1100 Washington Avenue
029	North Beach Elementary School	4100 Prairie Avenue	048	Rebecca Towers	200 Alton Road

T = Temporary polling place change.

Please note that the above list is subject to change, if needed.

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Rafael E. Granado, City Clerk
City of Miami Beach

AD 1133

EXHIBIT A

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Accepting A Grant Of A Perpetual Sidewalk Easement Agreement Between The City And Palau Sunset Harbor, Llc, As The Owner Of The Residential Apartment Building Known As "Palau" Located At 1201-1237 20th Street, Miami Beach, Florida; Which Easement Shall: Allow The City To Use Palau Sunset Harbor, Llc's Sidewalk As A Public Sidewalk Pedestrian Access Easement Area.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability

Item Summary/Recommendation:

The Public Works Department is in receipt of a Perpetual Easement for sidewalk purposes across the frontages of this development on 20th Street and Sunset Drive.

Palau Sunset Harbor, LLC, a Delaware LLC, authorized to do business in the State of Florida (hereinafter "Palau"), is the owner of 1201- 1237 20th Street, Miami Beach, Florida. On March 13, 2013, Palau obtained Design Review Approval under DRB File no. 22889, for 1201- 1237 20th Street, in order to construct a multi-family residential building the property, which required the construction of a baywalk and a sidewalk on private property. In the interim, Public Works has been constructing stormwater improvements, including the construction of pump stations and raising the roads within Sunset Harbour. The plans approved by Design Review Board for the Palau provided for a private sidewalk fronting 20th Street, street trees, and then a public sidewalk within the public right-of-way.

Due to the stormwater construction efforts, and the raising of the streets within Sunset Harbour, the public sidewalk fronting Palau was eliminated. Public Works desires to obtain a sidewalk easement agreement from Palau, so that the public may traverse the private sidewalk of Palau, in perpetuity, rather than attempt to construct a second public sidewalk, within the public right-of-way. Palau has agreed to the placement of a perpetual sidewalk easement on the approximate five front feet of its property, and has already constructed the sidewalk.

Palau shall dedicate a portion of 1201- 1237 20th Street to be used as a sidewalk and provide the City with the Sidewalk Easement in order to provide a public pedestrian sidewalk. Palau desires to transfer to the City, its successors and assigns, a perpetual easement on, in, and over the Sidewalk Easement area for the purpose of providing public pedestrian access through and over the area.

The Public Works Department seeks authorization from the City Commission to accept and authorize the attached Easement Agreement providing a sidewalk easement to the City.

THE ADMINISTRATION RECOMMENDS APPROVING AND ACCEPTING THE PERPETUAL SIDEWALK EASEMENT.

Advisory Board Recommendation: N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	3			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Asst. Department Director	Assistant City Manager/DPW	City Manager
JJF	ETC	JLM

T:\AGENDA\2016\July\Public Works\Palau - easement- summary.docx

MIAMIBEACH

Agenda Item R7BB
Date 7-13-16

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ACCEPTING A GRANT OF A PERPETUAL SIDEWALK EASEMENT AGREEMENT BETWEEN THE CITY AND PALAU SUNSET HARBOR, LLC, AS THE OWNER OF THE RESIDENTIAL APARTMENT BUILDING KNOWN AS "PALAU" LOCATED AT 1201-1237 20TH STREET, MIAMI BEACH, FLORIDA; WHICH EASEMENT SHALL: ALLOW THE CITY TO USE PALAU SUNSET HARBOR, LLC'S SIDEWALK AS A PUBLIC SIDEWALK PEDESTRIAN ACCESS EASEMENT AREA.**

The Public Works Department is in receipt of a Perpetual Easement for sidewalk purposes across the frontages of this development on 20th Street and Sunset Drive.

Palau Sunset Harbor, LLC, a Delaware LLC, authorized to do business in the State of Florida (hereinafter "Palau"), is the owner of 1201- 1237 20th Street, Miami Beach, Florida. On March 13, 2013, Palau obtained Design Review Approval under DRB File no. 22889, for 1201- 1237 20th Street, in order to construct a multi-family residential building the property, which required the construction of a baywalk and a sidewalk on private property. In the interim, Public Works has been constructing stormwater improvements, including the construction of pump stations and raising the roads within Sunset Harbour. The plans approved by Design Review Board for the Palau provided for a private sidewalk fronting 20th Street, street trees, and then a public sidewalk within the public right-of-way.

Due to the stormwater construction efforts, and the raising of the streets within Sunset Harbour, the public sidewalk fronting Palau was eliminated. Public Works desires to obtain a sidewalk easement agreement from Palau, so that the public may traverse the private sidewalk of Palau, in perpetuity, rather than attempt to construct a second public sidewalk, within the public right-of-way. Palau has agreed to the placement of a perpetual sidewalk easement on the approximate five front feet of its property, and has already constructed the sidewalk.

Palau shall dedicate a portion of 1201- 1237 20th Street to be used as a sidewalk and provide the City with the Sidewalk Easement in order to provide a public pedestrian sidewalk. Palau desires to transfer to the City, its successors and assigns, a perpetual easement on, in, and over the Sidewalk Easement area for the purpose of providing public pedestrian access through and over the area.

The Public Works Department seeks authorization from the City Commission to accept and authorize the attached Easement Agreement providing a sidewalk easement to the City.

CONCLUSION

The Administration recommends approving and accepting the perpetual sidewalk easement.

JLM/ETC/JF/BAM/WRB/EB

T:\AGENDA\2016\July\Public Works\Palau - Easement - memo.docx

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ACCEPTING A GRANT OF A PERPETUAL SIDEWALK EASEMENT AGREEMENT BETWEEN THE CITY AND PALAU SUNSET HARBOR, LLC, AS THE OWNER OF THE RESIDENTIAL APARTMENT BUILDING KNOWN AS "PALAU" LOCATED AT 1201- 1237 20TH STREET, MIAMI BEACH, FLORIDA; WHICH EASEMENTS SHALL: ALLOW THE CITY TO USE PALAU SUNSET HARBOR, LLC'S SIDEWALK AS A PUBLIC SIDEWALK PEDESTRIAN ACCESS EASEMENT AREA.

WHEREAS, Palau Sunset Harbor, LLC, a Delaware LLC, authorized to do business in the State of Florida (hereinafter "Palau"), IS the owner of 1201- 1237 20th Street, Miami Beach, Florida; and

WHEREAS, on March 13, 2013, Palau obtained Design Review Approval under DRB File no. 22889, for 1201- 1237 20th Street, for a multi-family residential building the property, which required the construction of a baywalk and a sidewalk on private property; and

WHEREAS, in the interim, Public Works has been constructing stormwater improvements, including the construction of pump stations and raising the roads within Sunset Harbour; and

WHEREAS, the plans approved by Design Review Board for the Palau provided for a private sidewalk fronting 20th Street, street trees, and then a public sidewalk within the public right-of-way; and

WHEREAS, due to the stormwater construction efforts, and the raising of the streets within Sunset Harbour, the public sidewalk fronting Palau was eliminated; and

WHEREAS, Public Works desires to obtain a sidewalk easement agreement from Palau, so that the public may traverse the private sidewalk of Palau, in perpetuity, rather, than attempt to construct a second public sidewalk, within the public right-of-way; and

WHEREAS, Palau has agreed to the placement of a perpetual sidewalk easement on its property fronting Sunset Drive, for the use of the already constructed sidewalk; and

WHEREAS, Palau shall dedicate a portion of 1201 - 1237 20th Street to be used as a sidewalk and provide the City with the Sidewalk Easement as a public pedestrian sidewalk; and

WHEREAS, Palau desires to transfer to the City, its successors and assigns, a perpetual easement on, in, and over the Sidewalk Easement area for the purpose of providing public pedestrian access through and over the area; and

WHEREAS, the Public Works Department seeks authorization from the City Commission to accept and authorize the attached Easement Agreement providing a sidewalk easement to the City; and

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 approve and accept a grant of a perpetual sidewalk easement agreement between the City and Palau Sunset Harbor, LLC, as the owner of the residential apartment building known as "Palau" located at 1201 - 1237 20th Street, Miami Beach, Florida; which easements shall: allow the City to use Palau Sunset Harbor, LLC's sidewalk as a public sidewalk pedestrian access easement area.

PASSED AND ADOPTED this _____ day of July, 2016.

ATTEST:

_____
Phillip Levine, Mayor

_____
Rafael Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 6/30/16
Date

T:\AGENDA\2016\July\Public Works\Resolution Palau sidewalk easement final.doc

This instrument prepared by,
or under the direction of,
Prepared by and Return to:
Eve A. Boutsis, Esq.
City of Miami Beach
1700 Convention Center Drive
Fourth Floor
Miami, FL 33139

PERPETUAL SIDEWALK EASEMENT

THIS GRANT OF NON-EXCLUSIVE PERPETUAL SIDEWALK EASEMENT (this "Easement Agreement") is made this day of _____,_____, by Palau Sunset Harbor, LLC, a Delaware LLC, authorized to do business in the State of Florida (the "Owner"), c/o SFCM, 3100 NW 72nd Avenue, Suite 113, Miami Florida 33122, in favor of 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.

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 Owner by these presents hereby grants, sells, and conveys to the City, its successors and assigns, a non-exclusive perpetual easement ("Easement") on, in, and over the Easement Parcel for the purpose of providing public pedestrian access through and over the Easement Parcel.

1. Owner of 1201- 1237 20th Street, Miami Beach, Florida hereby grants unto the City, its successors and assigns, at the Owner's expense, a perpetual sidewalk Easement for the purpose of public pedestrian access on the constructed sidewalk along Sunset Drive and as delineated in the Easement Parcel depicted on Exhibit "A," attached hereto and to be made a part hereof. Any other uses permitted by Owner within the Easement area shall not be inconsistent with the rights granted hereunder, nor impede the use of the area by City in accordance with the uses authorized hereunder.

2. Owner shall provide unrestricted pedestrian access to, over, across and in the Easement Parcel, provided that such use does not materially interfere with the continued use of the Easement Parcel as permitted herein by the City and the public.

3. The parties agree that in connection with each of their respective rights to install and maintain utilities in the subsurface of the Easement Parcel pursuant to this grant of easement, each party (i) shall notify the other of its intention to install, repair or otherwise maintain such utilities, (ii) shall cooperate fully with the other party and take such steps as may be necessary to insure that any such installation, maintenance or repair of said utilities will not interfere with the use or functioning of existing utilities, (iii) shall, to the extent feasible, integrate any proposed Owner covenants, warrants and representations that it is the fee simple owner of the Easement Parcel and has the right, title, and capacity to grant the non-exclusive perpetual Easement granted herein.

4. This grant of non-exclusive perpetual Easement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto, as applicable.

5. Modification, Amendment, Release. This Easement may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the

then owner(s) of the Property, including joinders by all mortgagees, if any, provided that the same is also approved by the City Commission of Miami Beach.

6. 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, PW Director

If to Owner at: Palau Sunset Harbor, LLC
c/o SFCM
3100 NW 72nd Avenue, Suite #113
Miami, Florida 33122
Attn: Mathew J. Cicero
Phone: 305-637-3699
Fax: 305-634-7607

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. mails. The terms of this Section shall survive the termination of this Easement.

7. Following acceptance by the City of improvements identified in Exhibit A, which Owner has already completed, Owner shall have sole responsibility for and shall bear the total cost of repair and maintenance of same, except for any repairs and maintenance arising from the gross negligence of the City or any successor thereto.

8. The Owner shall provide the same level of maintenance on the Easement Parcel (public sidewalk) and the improvements thereon and provide the same standard of maintenance required by the City for public sidewalks.

9. The Owner shall maintain insurance on the Easement Parcel , at all times as is reasonably customary for such property, and in any event with the minimum amounts as follows:

a. Commercial General Liability: $1,000,000 per occurrence; $2,000,000 in the aggregate.

b. Property: Full replacement value for any improvements within the Easement Area.

Such insurance policies shall be written by insurance companies licensed to do business in Florida and with general policyholder rating of no less than A- and a financial rating of at least VII; and shall contain a requirement that the insurer provide 30-days written notice to the City of any cancellation of coverage to the attention of Risk Manager, 1700 Convention Center Drive, Miami Beach, Florida 33139.

The Owner shall provide the City with a certificate of insurance evidencing said coverages.

10. Indemnification. The Owner, its successors and/or assigns, indemnifies and holds harmless and forever releases and discharges the City of Miami Beach, the Department, and the City's officers, employees, personnel and agents, from any and all liability, claim, damages or losses (including the costs of any suits, attorney's fees and other expenses in connection therewith, including trial and appeals therefrom) arising out of, or in connection with the event of an accident due to the construction of the improvements identified herein.

11. Construction.

a. This Easement Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement 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 Agreement, 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 Agreement are incorporated in, and made a part of, this Agreement.

12. Severability. In the event any term or provision of this Easement Agreement 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. Litigation. In the event of any litigation between the parties under this Easement Agreement for a breach hereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. The terms of this Section shall survive the termination of this Easement Agreement.

14. Time of Essence. Time shall be of the essence for each and every provision hereof.

15. Entire Agreement. This Easement Agreement, 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.

16. 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, excluding the financial inability of such party to perform shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage.

17. This Easement shall be irrevocable for a 120 day period from execution, in order for the City Commission to authorize and accept this grant of Easement ("Acceptance Period"). Once executed by both parties, the Easement shall not be revocable unless authorized by both parties in accordance with

paragraph 7, above. Owner shall deposit the sum of Five Thousand Dollars ($5,000.00) with Escrow Agent in accordance with a separate Escrow Agreement to ensure Owner's compliance with this Easement Agreement during the Acceptance Period.

TO HAVE AND TO HOLD the same unto said City, its successors and assigns forever, and the Owner will defend the title to said lands against all persons claiming by, through or under said Owner.

EXECUTION PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned has caused this grant of perpetual Easement agreement to be executed by execution of this instrument as of this _____day of _____, 2016.

THE OWNER

PALAU SUNSET HARBOR, LLC

BY:_____
Name:
Title:

Witnesses:

_____
Name:

_____
Name:

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by Palau Sunset Harbor, LLC, on behalf of the company. 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:_____

CONSENT

The undersigned lien or, owner and holder of that certain Mortgage recorded in Official Records Book _____, at Page _____, of the Public Records of Miami-Dade County, hereby consents to the grant of easement rights as provided herein and subordinates the lien and effect of its security interest to this Easement Agreement and Easement Parcel.

_____

BANK

BY:_____
Name:
Title:

Witnesses:

_____
Name:

_____
Name:

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by _____, as _____, on behalf of the company. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.

_____
NOTARY PUBLIC

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

6/30/16
Date

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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: Commissioner Ricky Arriola

DATE: July 13, 2016

SUBJECT: **A RESOLUTION RELATING TO THE ANNUAL PERFORMANCE EVALUATION OF THE CITY CLERK.**

On May 11, 2016, the City Commission referred to the Finance and Citywide Projects Committee a discussion relating to City Clerk Rafael E. Granado's annual performance evaluation.

On June 17, 2016, the Finance and Citywide Projects Committee met, and directed me, as the Chairperson of the Committee, to conduct Mr. Granado's annual performance evaluation and salary/benefits review.

On June 23, 2016, I met with Mr. Granado and discussed his performance and achievements in the past year. Based on Mr. Granado's diligent and thorough discharge of his duties, I hereby recommend that the City Commission approve the business terms I negotiated with the City Clerk, which are outlined hereto in the term sheet attached as Exhibit "A". All other terms and conditions remain unchanged from those included in the City Clerk's April 22, 2015 Employment Agreement.

Attachment: Exhibit A

T:\AGENDA\2016\July\City Clerk\City Clerk's Employment Annual Performance Evaluation - Memorandum.docx

Agenda Item R7CC
Date 7-13-16

Exhibit "A"

City Clerk Contract Term Sheet

Term:

One-year extension of Mr. Granado's April 22, 2016 Employment Agreement, with a new expiration date of April 30, 2019.

Compensation:

- Salary: A three percent (3%), one time, increase to Mr. Granado's salary, retroactive to May 1, 2016.

Current Base Salary:	$ 189,999.94
+ 3% merit increase effective May 1, 2016:	$ 5,700.00
New Salary:	$ 195,699.94

- 457(b) Deferred Compensation Plan: An increase to the City's current contribution to Mr. Granado's 457(b) Deferred Compensation Plan of $2,100 a year; from $3,900 to $6,000 a year.

- Vehicle Allowance: An increase to Mr. Granado's vehicle allowance of $1,200 a year; from $4,800 to $6,000 a year.

- Cost-Of-Living Adjustments (COLA): Providing Mr. Granado, for the term of the Employment Agreement, cost-of-living adjustment(s) (COLA) equivalent to that received by unclassified employees.

All compensation listed herein shall be paid bi-weekly according to the usual payroll practices of the City.

Mr. Granado's engagement as City Clerk shall continue under and pursuant to the terms and conditions of the April 22, 2015 Employment Agreement, as approved pursuant to Resolution No. 2015-28994; and as further amended by this proposed Resolution, until the same is modified, amended or terminated by action of the Mayor and City Commission.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RELATING TO THE ANNUAL PERFORMANCE EVALUATION OF THE CITY CLERK; AND, IN CONSIDERATION OF THE CITY CLERK'S EXEMPLARY PERFORMANCE DURING CONTRACT YEAR MAY 1, 2015 THROUGH APRIL 30, 2016, AMENDING THE CITY CLERK'S EMPLOYMENT AGREEMENT OF APRIL 22, 2015, BY GRANTING A SALARY INCREASE OF THREE PERCENT (3%), EFFECTIVE AS OF AND RETROACTIVE TO MAY 1, 2016; INCREASING THE CITY'S CURRENT CONTRIBUTION TO THE CITY CLERK'S 457(b) DEFERRED COMPENSATION PLAN BY $2,100 A YEAR; INCREASING THE CITY CLERK'S VEHICLE ALLOWANCE BY $1,200 A YEAR; PROVIDING THE CITY CLERK, FOR THE TERM OF THE EMPLOYMENT AGREEMENT, COST-OF-LIVING ADJUSTMENT(S) (COLA) EQUIVALENT TO THAT RECEIVED BY UNCLASSIFIED EMPLOYEES; AND EXTENDING THE CITY CLERK'S EMPLOYMENT AGREEMENT FOR AN ADDITIONAL ONE (1) YEAR, WITH A NEW EXPIRATION DATE OF APRIL 30, 2016.

WHEREAS, at its meeting on April 11, 2012, the Mayor and City Commission appointed Rafael E. Granado to the position of City Clerk of the City of Miami Beach effective April 11, 2012; and

WHEREAS, Mr. Granado's engagement is reflected in an Employment Agreement dated April 22, 2015, and unanimously approved by the City Commission pursuant to Resolution No. 2015-28994 (the Employment Agreement); and

WHEREAS, the Employment Agreement provides for an annual performance review and evaluation of the City Clerk, at which time the City Commission shall review the annual salary and/or other benefits of the City Clerk, and shall make adjustments in such amounts and to such extent as the City Commission may determine it is desirable to do so; and

WHEREAS, the Employment Agreement further provides that an annual salary review of the City Clerk will be made every year within thirty (30) days after May 1st of each Contract year; and

WHEREAS, Commissioner Ricky Arriola, as Chair of the City's Finance and Citywide Projects Committee, was charged with and has conducted Mr. Granado's annual performance evaluation and salary/benefits review; and

WHEREAS, in consideration and recognition of the City Clerk's exemplary performance and achievements for Contract year May 1, 2015 through April 30, 2016, the Mayor and City Commission hereby deem that it is in the best interest of the City to approve an amendment to the City Clerk's Employment Agreement, all as further set forth below.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that, in consideration and recognition of the City Clerk's exemplary performance during Contract year May 1, 2015 through April 30, 2016, the Mayor and City Commission hereby approve the following amendments to the City Clerk's Employment Agreement of April 22, 2015:

Term:

One-year extension of Mr. Granado's April 22, 2016 Employment Agreement, with a new expiration date of April 30, 2019.

Compensation:

- Salary: A three percent (3%), one time, increase to Mr. Granado's salary, retroactive to May 1, 2016.

- 457(b) Deferred Compensation Plan: An increase to the City's current contribution to Mr. Granado's 457(b) Deferred Compensation Plan of $2,100 a year; from $3,900 to $6,000 a year.

- Vehicle Allowance: An increase to Mr. Granado's vehicle allowance of $1,200 a year; from $4,800 to $6,000 a year.

- Cost-Of-Living Adjustments (COLA): Providing Mr. Granado, for the term of the Employment Agreement, cost-of-living adjustment(s) (COLA) equivalent to that received by unclassified employees.

All compensation listed herein shall be paid bi-weekly according to the usual payroll practices of the City.

Mr. Granado's engagement as City Clerk shall continue under and pursuant to the terms and conditions of the April 22, 2015 Employment Agreement, as approved pursuant to Resolution No. 2015-28994; and as further amended by this Resolution, until the same is modified, amended or terminated by action of the Mayor and City Commission.

This Resolution shall become effective upon adoption.

PASSED and ADOPTED this 13th day of July, 2015.

Philip Levine, Mayor

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 7/6/16 Date

T:\AGENDA\2016\July\City Clerk\City Clerk's Employment Annual Performance Evaluation - Resolution.docx

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Commissioner Ricky Arriola (RA)

DATE: July 13, 2016

SUBJECT: **A RESOLUTION RELATING TO THE ANNUAL PERFORMANCE EVALUATION OF THE CITY ATTORNEY.**

On May 11, 2016, the City Commission referred to the Finance and Citywide Projects Committee a discussion relating to City Attorney Raul Aguila's annual performance evaluation.

On June 17, 2016, the Finance and Citywide Projects Committee met, and directed me, as the Chairperson of the Committee, to conduct Mr. Aguila's annual performance evaluation and salary/benefits review.

On June 23, 2016, I met with Mr. Aguila and discussed his performance and achievements in the past year. Based on Mr. Aguila's diligent and thorough discharge of his duties, I hereby recommend that the City Commission approve the business terms I negotiated with the City Attorney, which are outlined hereto in the Term Sheet attached as Exhibit "A". All other terms and conditions remain unchanged from those included in the City Attorney's May 16, 2014 Employment Agreement.

Attachment: Exhibit A

F:\ATTO\AAOFF\AAOFF\CAO AGUILA\CONTRACT AND RENEWALS\071316 City Attorney Employment Annual Performance Evaluation - Memorandum.docx

Agenda Item R7DD
Date 7-13-16

Exhibit "A"

City Attorney Contract Term Sheet

Compensation:

- Salary: A three percent (3%), one time, increase to Mr. Aguila's salary, retroactive to May 16, 2016.

Current Base Salary:	$ 263,679.78
+ 3% merit increase effective May 16, 2016:	$ 7,910.39
New Salary:	$ 271,590.17

- 457(b) Deferred Compensation Plan: An increase to the City's current contribution to Mr. Aguila's 457 Deferred Compensation Plan from $10,000 to $24,000 a year.

- Cost-Of-Living Adjustments (COLA): Providing Mr. Aguila, for the term of the Employment Agreement, cost-of-living adjustment(s) (COLA) equivalent to that received by unclassified employees.

All compensation listed herein shall be paid bi-weekly according to the usual payroll practices of the City.

Renewal Term:

Three (3) year extension of Mr. Aguila's Employment Agreement commencing on May 16, 2017, and terminating on May 16, 2020.

Mr. Aguila's engagement as City Attorney shall continue under and pursuant to the terms and conditions of the May 16, 2014 Employment Agreement, as approved pursuant to Resolution No. 2014-28692; and amended pursuant to Resolution No. 2015-29186, and as further amended by this proposed Resolution, until the same is modified, amended or terminated by action of the Mayor and City Commission.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RELATING TO THE ANNUAL PERFORMANCE EVALUATION OF THE CITY ATTORNEY; AND, IN CONSIDERATION AND RECOGNITION OF THE CITY ATTORNEY'S PERFORMANCE DURING CONTRACT YEAR MAY 16, 2015 THROUGH MAY 15, 2016, AMENDING THE CITY ATTORNEY'S EMPLOYMENT AGREEMENT, BY: 1.) APPROVING A SALARY MERIT INCREASE OF THREE PERCENT (3%), EFFECTIVE AS OF AND RETROACTIVE TO MAY 16, 2016; 2.) INCREASING THE CITY'S CURRENT CONTRIBUTION TO THE CITY ATTORNEY'S 457(b) DEFERRED COMPENSATION PLAN TO $24,000 A YEAR; 3.) PROVIDING THE CITY ATTORNEY, FOR THE TERM OF THE EMPLOYMENT AGREEMENT, COST-OF-LIVING ADJUSTMENT(S) (COLA) EQUIVALENT TO THAT RECEIVED BY UNCLASSIFIED EMPLOYEES; AND 4.) EXTENDING THE TERM OF THE CITY ATTORNEY'S EMPLOYMENT AGREEMENT FOR AN ADDITIONAL THREE (3) YEARS, WITH SUCH RENEWAL TERM COMMENCING ON MAY 16, 2017, AND ENDING ON MAY 15, 2020.

WHEREAS, at its meeting on April 9, 2014, the Mayor and City Commission unanimously approved Resolution No. 2014-28540, appointing Raul J. Aguila to the position of City Attorney of the City of Miami Beach, effective May 16, 2014; and

WHEREAS, Mr. Aguila's engagement is reflected in an Employment Agreement, dated July 24, 2014, and unanimously approved by the City Commission pursuant to Resolution No. 2014-28692 (the Employment Agreement); and

WHEREAS, on May 15, 2015 Mr. Aguila's contract was further amended pursuant to Resolution No. 2015-29186; and

WHEREAS, the Employment Agreement provides for an annual performance review and evaluation of the City Attorney, at which time the City Commission shall review the annual salary and/or other benefits of the City Attorney, and shall make adjustments in such amounts and to such extent as the City Commission may determine it is desirable to do so; and

WHEREAS, the Employment Agreement further provides that an annual salary review of the City Attorney will be made every year within thirty (30) days after May 1st of each Contract year; and

WHEREAS, Commissioner Ricky Arriola, as Chair of the City's Finance and Citywide Projects Committee, was charged with and has conducted Mr. Aguila's annual performance evaluation and salary/benefits review; and

WHEREAS, in consideration and recognition of the City Attorney's performance for Contract Year May 15, 2015 through May 16, 2016, the Mayor and City Commission hereby deem that it is in the best interest of the City to approve an amendment to the City Attorney's Employment Agreement, all as further set forth below.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that, in consideration and recognition of the City Attorney's performance during Contract Year May 15, 2015 through May 16, 2016, the Mayor and City Commission hereby approve the following amendments to the City Clerk's Employment Agreement:

1. Compensation:

- Salary: A three percent (3%), one time merit increase to Mr. Aguila's salary, retroactive to May 16, 2016;

- 457(b) Deferred Compensation Plan: An increase to the City's current contribution to Mr. Aguila's 457(b) Deferred Compensation Plan from $10,000, to $24,000 a year.

- Cost-Of-Living Adjustments (COLA): Providing Mr. Aguila, for the term of the Employment Agreement, cost-of-living adjustment(s) (COLA) equivalent to that received by Unclassified Employees.

All compensation listed above shall be paid bi-weekly according to the usual payroll practices of the City.

2. Term:

A 3 year extension to the term of Mr. Aguila's Employment Agreement with such renewal term commencing on May 16, 2017, and ending on May 15, 2020.

Mr. Aguila's engagement as City Attorney shall continue under and pursuant to the terms and conditions of his Employment Agreement, as approved pursuant to Resolution No. 2014-28692; amended pursuant to Resolution No. 2015-29186; and as further amended by this Resolution, unless and until the same is modified, amended or terminated by action of the Mayor and City Commission.

This Resolution shall become effective upon adoption.

PASSED and ADOPTED this 13th day of July, 2016.

Philip Levine, Mayor

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney /for 7-7-16
Date

R7EE A Resolution Authorizing The City Manager To Approve The Indian Creek Storm Water Improvements From 26th To 41st Street Project Utilizing The Competitively Bid National Joint Powers Alliance (NJPA) Cooperative Contract For Construction Services With The Gordian Group.

(Public Works)

(Item to be Submitted in Supplemental)

Agenda Item R7EE

Date 7-13-16

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R9

NEW BUSINESS
AND
COMMISSION REQUESTS

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

From: Rafael Granado, City Clerk

Date: July 13, 2016

Subject: BOARDS AND COMMITTEES

ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

ANALYSIS:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC	Page #
Ad Hoc Host 2017 U.S. Conference of Mayors	10	Mayor Philip Levine	10	1
Affordable Housing Advisory Committee	18	City Commission	2	2
Budget Advisory Committee	9	City Commission	1	9
Committee on the Homeless	9	Mayor Philip Levine	1	12
Design Review Board	8	City Manager Jimmy L. Morales	1	15
Disability Access Committee	14	Commissioner Joy Malakoff	1	17
Housing Authority	5	Mayor Philip Levine	1	22
Marine and Waterfront Protection Authority	14	Mayor Philip Levine	1	24
		Commissioner Kristen Rosen Gonzalez	1	24
Miami Beach Sister Cities Program	22	Mayor Philip Levine	3	33
Police/Citizens Relations Committee	14	Mayor Philip Levine	1	41
Youth Commission	7	Commissioner Joy Malakoff	1	48
		Commissioner Kristen Rosen Gonzalez	1	48
		Commissioner Micky Steinberg	1	48
		Commissioner Michael Grieco	1	48
		Commissioner Ricky Arriola	1	48

Agenda Item R9A

Date 7-13-16

VACANCY REPORT

Appointor Name	Board Name	Vacancy	Total Members
City Commission			
	Affordable Housing Advisory Committee	2	18
	Budget Advisory Committee	1	9
City Manager Jimmy L. Morales			
	Design Review Board	1	8
Commissioner Joy Malakoff			
	Disability Access Committee	1	14
	Youth Commission	1	7
Commissioner Kristen Rosen Gonzalez			
	Marine and Waterfront Protection Authority	1	14
	Youth Commission	1	7
Commissioner Michael Grieco			
	Youth Commission	1	7
Commissioner Micky Steinberg			
	Youth Commission	1	7
Commissioner Ricky Arriola			
	Youth Commission	1	7
Mayor Philip Levine			
	Ad Hoc Host 2017 U.S. Conference of Mayors	10	10
	Committee on the Homeless	1	9
	Housing Authority	1	5
	Marine and Waterfront Protection Authority	1	14
	Miami Beach Sister Cities Program	3	22
	Police/Citizens Relations Committee	1	14

Ad Hoc Host 2017 U.S. Conference of Mayors

2016-29276

Composition:

1. The City of Miami Beach's hosting of the June 2017 United States Conference of Mayors Annual Meeting in the City of Miami Beach serves a public purpose.

2. An Ad Hoc Host Committee for said 2017 Annual Meeting is hereby created, whose purpose is to raise funds for the City's costs in hosting the 2017 Annual Meeting

3.The Ad Hoc Host Committee shall be composed of up to ten (10) members to be direct appointees of the Mayor.

4. Ad Hoc Host Committee member terms shall commence on January 14, 2016 for an initial one year term, followed by an additional term through and including June 30, 2017 (subject to earlier or later sunset by the City Commission).

5. The City is hereby authorized to accept donations for this public purpose, and the City Manager, or his designee, is authorized to make such expenditures and/or reimbursements from the donations in furtherance of and consistent with the aforestated public purpose served by the City's hosting of 2017 United States Conference of Mayors Annual Meetings.
City Liaison:

Vacancy:

Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine
Vacant	06/30/2017	Mayor Philip Levine

Members:

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:

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
Vacant	(3) Represents Areas of Labor In Connection with Affordable Housing	12/31/2016	City Commission

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Alexander	Orlofsky		12/31/2017	Commissioner Micky Steinberg	12/31/2021
Allison	Stone	(5) For Profit Provider	12/31/2016	City Commission	12/31/2020
Beth	Butler	(10) Represents Employers With Jurisdiction	12/31/2017	City Commission	12/31/2021
David	Smith	(2) Actively Engaged in Banking/Mortgage Industry	12/31/2016	City Commission	12/31/2020
Francis	Trullenque	(4) Low-Income Advocate	12/31/2017	City Commission	12/31/2021
Jeffrey	Feldman	(8) Actively Serves on Local Planning Agency	12/31/2017	City Commission	12/31/2019
Karen	Fryd		12/31/2017	Commissioner Joy Malakoff	12/31/2021
Matthew	Land		12/31/2017	Commissioner John Alemán	12/31/2023
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
Pilar	Carvajal	(1) Residential Home Building	12/31/2016	City Commission	12/31/2021

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Roger	Shields		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Sarah	Leddick		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Seth	Feuer		12/31/2016	Commissioner Michael Grieco	12/31/2021
Sixto	Acea	(6) Not for Profit	12/31/2017	City Commission	12/31/2021
Suzanne	Hollander	(7) Real Estate Professional	12/31/2017	City Commission	12/31/2019

Applicants

Barbara Gotlinsky

Craig Smith

Dr. Barry Ragone

Francis Trullenue

Howard Weiss

Jackson Keddell

Janie Hayes

Joseph Landesman

Juan Rojas

Lisett Fernandez

Mendy Lieberman

Prakash Kumar

Stephanie Berman

Applicants

Britta Hanson

Dale Gratz

Eric Lawrence

Guy Simani

Ian Bacheikov

Jamie Straz

Jordan Nadel

Josephine Pampanas

Lawrence Raab

Lori Bakkum

Miguel Brizuela

Stanley Shapiro

Stephen Bernstein

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		12/31/2017	City Commission	12/31/2019
Janda	Wetherington TL		12/31/2016	City Commission	12/31/2016
Megan	Riley TL		12/31/2016	City Commission	12/31/2016
Ombretta	Agro Andruff		12/31/2017	City Commission	12/31/2019
Patricia	Frost		12/31/2017	City Commission	12/31/2019
Susan	Caraballo		12/31/2016	City Commission	12/31/2018

Applicants

Adrian Gonzalez
Alexander Orlofsky
Calvin Kohli
Cindy Brown
Dale Stine
Eric Montes de Oca
Francis Trullenque
Laura Levey
Leslie Tobin
Marjorie O'Neill-Buttler
Michelle Ricci
Monica Matteo-Salinas
Roger Baumann
Scott Robins
Thomas Musca
Veronica Camacho-Krieger

Applicants

Adrienne Krieger
Allee Newhoff
Carolyn Baumel
Craig Garmendia
Elizabeth Schwartz
Francinelee Hand
Keren Bajaroff
Laurence Moser
Lori Bakkum
Michael McManus
Mirta Limonta
Nancy Bernstein
Sarah Leddick
Susan Schemer
Vanessa Menkes

Audit Committee

FS 218.391 & 218.39

Composition:

The members of this Committee shall consist of seven (7) voting members, one each to be directly appointed by the Mayor and each City Commissioner. The primary purpose of the Committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in FS 218.39; however, the Audit Committee may serve other audit oversight purposes as determined by the entity's governing body.

Under FS 218.391 the committee shall:

1. Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm;

2. Evaluate proposals provided by qualified firms; and

3. Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services.

City Liaison: James Sutter

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Arthur	Unger	CPA	12/31/2017	Commissioner Joy Malakoff	FS.218.391
Bryan	Rosenfeld	CPA	12/31/2017	Commissioner John Alemán	FS.218.391
Marc	Gidney	CPA	12/31/2017	Commissioner Micky Steinberg	FS.218.391
Michael	Weil	Chair	12/31/2016	Mayor Philip Levine	FS.218.391
Patricia	Valderrama	Chair	12/31/2017	Commissioner Kristen Rosen Gonzalez	FS.218.391
Ronald	Starkman	Chair	12/31/2016	Commissioner Michael Grieco	FS.218.391
Sandford	Horwitz	CPA	12/31/2016	Commissioner Ricky Arriola	FS.218.391

Applicants

Deede Weithorn

Applicants

Richard Comisky

Beachfront Management Plan Ad-Hoc Advisory Group

FS §259.032(8)(b)/Reso 2016-29407/2015-29009

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.
Expires on May 31, 2017.

*All appointments made pursuant to Resolution 2016-29407

City Liaison: Elizabeth Wheaton

Vacancy:

Vacant	South Dade Soil & Water Conservation District *

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Greg	Guannel	The Nature Conservancy Urban Conservation Director *	05/31/2017		05/31/2017
Elizabeth	Wheaton	Environment & Sustainability Division Head or designee *	05/31/2017		
Vincent	Canosa	Ocean Rescue Division Chief *	05/31/2017		05/31/2017
Steve	Boucher	Boucher Brothers appointee *	05/31/2017		05/31/2017
Sean	Leather	Miami-Dade County's Beach Operations Program *	05/31/2017		05/31/2017
Lisa	Spadafina	Miami-Dade County's Beach Renourishment Program *	05/31/2017		05/31/2017

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Christian	Lambright	FLA Dept./Env. Protection's Coastal Construction Control Line *	05/31/2017		05/31/2017
Daniel	Kipnis	Marine Authority & Waterfront Protection Committee Chairman *	05/31/2017		05/31/2017
Max	Sklar	Tourism, Culture & Economic Development Director *	05/31/2017		05/31/2017
Michael	Grieco	Local Elected Official *	05/31/2017		05/31/2017
Steve	Vincenti	Sustainability Committee Member *	05/31/2017		05/31/2017

Board of Adjustment

RSA I-2 Sec 118-131

Composition:

Two (2) year term.
Appointed by a 5/7th vote.
Seven (7) voting members composed of two members appointed as citizens at-large and five members shall be appointed from each of the following categories (no more than one per category), namely: Law, Architecture, Engineering, Real Estate Development, Certified Public Accountant, Financial Consultation, and General Business. The members representing the professions of law, architecture, engineering and public accounting shall be duly licensed by the State of Florida; the member representing general business shall be of responsible standing in the community; the member representing the field of financial consultation shall be a Certified Public Accountant, Chartered Financial Analyst, Certified Financial Planner, a Chartered Financial Consultant or investment advisor registered with the Securities and Exchange Commission, or someone recognized as having similar credentials and duly licensed by the State of Florida.

Members shall be appointed for a term of two years by a 5/7th vote of the City Commission. Members of the Board of Adjustment must be either residents of or have their principal place of business in Miami Beach; provided, however, that this amendment shall not affect the term of existing members of the Board of Adjustment.

City Liaison: Michael Belush

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Barton	Goldberg	Financial Advisor	12/31/2017	City Commission	12/31/2019
Daniel	Nagler	General Business	12/31/2017	City Commission	12/31/2021
Heidi	Tandy	At-Large	12/31/2017	City Commission	12/31/2019
James	Orlowsky	CPA	12/31/2017	City Commission	12/31/2021
Noah	Fox	Real Estate Developer	12/31/2016	City Commission	12/31/2018
Richard	Baron	At-Large	12/31/2016	City Commission	12/31/2021
Richard	Segal	Law	12/31/2016	City Commission	12/31/2021

Applicants

Aaron Davis
Bradley Colmer
Commissioner Kristen Rosen Gonzalez
Deborah Castillo
Gabriel Paez
Jack Benveniste
Jared Galbut
Kathleen Phang
Lawrence Seitz
Muayad Abbas
Ray Breslin
Roberta Gould
Victor Ballestas

Applicants

Andres Asion
Brian Ehrlich
David Wieder
Frank Del Vecchio
Ian Bacheikov
James Silvers
Jeff Cynamon
Lawrence Seitz
Mark Alhadeff
Nelson Fox
Ray Breslin
Seth Frohlich

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: Cintya Ramos

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
Carl	Linder		12/31/2017	Commissioner Michael Grieco	12/31/2023
Jonathan	Fryd		12/31/2017	Mayor Philip Levine	12/31/2022
Jonathan	Beloff		12/31/2017	Commissioner Joy Malakoff	12/31/2023
Joseph	Landesman		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Ronald	Starkman	Chair	12/31/2016	Commissioner Micky Steinberg	12/31/2021
Steve	Zuckerman		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Susan	Rosenthal		12/31/2017	Commissioner John Alemán	12/31/2023

Applicants

Beth Emerson
Bryan Rosenfeld
Elliott Richard Alhadeff
Guy Simani
John Bowes
Lisett Fernandez
Mark Samuelian
Michael Levine
Noah Fox
Rachel Schuster
Richard Comisky
Stephen Zack

Applicants

Brett Harris
Dwight Kraai
Gia Kastelic
Jason Witrock
Joseph Landesman
Mario Coryell
MENDEL FELLIG
Mirta Limonta
Noah Fox
Regina Suarez
Robert Schwartz

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

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Betsy	Mateu		12/31/2016	Mayor Philip Levine	12/31/2021
Commissioner John	Alemán	City Commission Designee	11/30/2019	City Commission	11/30/2019
Commissioner Micky	Steinberg	City Commission Designee	11/30/2017	City Commission	
Joshua	Levy		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Judith	Berson-Levinson		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Karen	Edelstein		12/31/2017	Commissioner Micky Steinberg	12/31/2023
Stewart	Turner		12/31/2016	Commissioner Michael Grieco	12/31/2023
Tiffany	Heckler		12/31/2017	Commissioner John Alemán	12/31/2023
Yvette	Tache		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Beth	Edwards	PTA Representative-Nautilus Middle School 06.30.15	06/30/2017		
Beverly	Heller	PTA Rep. -North Beach Elementary School 06.30.15	06/30/2017		
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		

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Faiza	Liban	PTA Rep. South Pointe Elementary 6.30.15	06/30/2017		

Applicants	Applicants
Commissioner Kristen Rosen Gonzalez	Elsa Orlandini
Enid Rodriguez	Eric Montes de Oca
Hicham Moujahid	Ivan Montes
Ivan Montes	Janet Horwitz
Jessica Burns	Keren Bajaroff
Laurie Kaye Davis	Lynette Long
Marjorie York	Mary Keinath
Melissa Sheppard-Broad	Pamela Brumer
Peter Matos	Richard Hull
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) member.

Each member of the committee shall be selected from membership in an organization such as, but not limited to the following:

(1) Service Providers:
a. Douglas Gardens Community Mental Health.
b. The Salvation Army.
c. Better Way of Miami.
d. Miami-Dade County Homeless Trust.

(2) Civic Representation:
a. Neighborhood, business, or homeowner association in an area of the City impacted by homeless issues.
b. A not-for-profit 501(c)(3) organization that promotes the health and welfare of homeless individuals.
c. Member of the general public with personal or professional experience with homeless issues.

The supporting department of the committee is the office of Housing and Community Services with the Police Department as a co-liaison to the committee.

City Liaison: Alba Tarre

Vacancy:

Vacant	12/31/2016	Mayor Philip Levine

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Calvin	Kohli		12/31/2016	Commissioner Joy Malakoff	12/31/2022
Debra	Schwartz		12/31/2017	Mayor Philip Levine	12/31/2021
Dona	Zemo		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Freddy	Funes		12/31/2016	Commissioner Micky Steinberg	12/31/2021
Gail	Harris TL		12/31/2016	Mayor Philip Levine	12/31/2016
Lori	Bakkum		12/31/2017	Commissioner Michael Grieco	12/31/2023
Lourdes	Oroza		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Valerie	Navarrete		12/31/2017	Commissioner John Alemán	12/31/2022

Applicants

Dale Gratz
Deborah Robins
Helen Swartz
Luz Diaz
Marina Aviles
Monica Casanova
Patricia Valderrama
Rocio Sullivan
Stanley Shapiro
Zeiven Beitchman

Applicants

Darren Cefalu
Eda Valero-Figueira
Lior Leser
Magui Benitez
Mark Wylie
Muayad Abbas
Robert Gonzalez
Rosalie Pincus
Stephanie Berman

Convention Center Advisory Board

Sec. 2-46

Composition:

The Board shall consist of seven (7) voting members.
The Mayor and each Commissioner shall make one (1) direct appointment.
The Chairperson of the Board of Directors of the Miami Beach Chamber of Commerce or his/her designee shall serve as a non-voting ex-officio member.
The Chairperson of the Board of Directors of the Greater Miami Convention and Visitors Bureau or his designee shall serve as a non-voting ex-officio member.
Administrative representatives from the management group, Greater Miami Convention and Visitors Bureau, and the City Manager's office shall serve as non-voting ex-officio members.

City Liaison: Max Sklar

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Andres	Asion		12/31/2017	Commissioner Micky Steinberg	12/31/2023
Brian	Gilderman		12/31/2016	Mayor Philip Levine	12/31/2022
Elizabeth	Resnick		12/31/2017	Commissioner Kristen 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
Peter	Matos		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Ita	Moriarty	Ex-officio, GMCVB Admin. Rep.			
Joshua	Levy	Ex-officio, Chair Bd. Dir. MBCC			
Matt	Hollander	Ex-officio, Global Spectrum Admin. Rep.			

Applicants	Applicants
Adam Kravitz	Barbara Gotlinsky
Carl Linder	Carl Linder
David Kahn	Gayle Durham
Howard Weiss	James Weingarten
Jared Galbut	John Lee
Karen Brown	Keren Bajaroff
Laurence Moser	Lawrence Raab
Lee Zimmerman	Leslie Coller
lior leser	Mark Wohl
Mark Wylie	Mendy Lieberman
Michael Bernstein	Nawaz Gilani
Tiva Leser	Victor Ballestas

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: Max Sklar

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Britta	Hanson		12/31/2017	City Commission	12/31/2021
Charles	Million		12/31/2016	City Commission	12/31/2017
Dale	Gratz		12/31/2016	City Commission	12/31/2020
Dawn	McCall		12/31/2016	City Commission	02/11/2020
Israel	Sands		12/31/2016	City Commission	12/31/2020
Laurence	Moser		12/31/2017	City Commission	12/31/2021
Merle	Weiss		12/31/2017	City Commission	12/31/2017
Peter	Martin		12/31/2017	City Commission	12/31/2021
Roger	Baumann		12/31/2017	City Commission	12/31/2021
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
Dr. Daniel Nixon
Eliane Soffer-Siegel
Eugenio Cabreja
Jackson Keddell
Jenna Ward
Jill Shockett
Kara White
Kevin Kelsick
Marian Del Vecchio
Michael McManus
Monica Matteo-Salinas
Pedro Menocal
Ray Breslin
Suely Suchodolski
Vanessa Menkes

Applicants

Allee Newhoff
Beth Emerson
Daniel Novela
Eleanor Ellix
Elliott Richard Alhadeff
Ivan Montes
Janda Wetherington
Jessica Conn
Joanna Popper
Kenneth Wilcox
Lynette Long
Mark Balzli
Monica Harvey
Otiss (Arah) Lester
Ray Breslin
Sarah Leddick
Thomas Musca
Wesley Castellanos

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 or 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	12/31/2017	City Commission	12/31/2019
Carol	Housen TL	At-large	12/31/2016	City Commission	12/31/2016
Deena	Bell	Landscape Architect	12/31/2017	City Commission	12/31/2020
Elizabeth	Camargo	Registered Architect	12/31/2017	City Commission	12/31/2019
John	Turchin	At-Large	12/31/2017	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	Applicants
	Alexander Orlofsky
Andres Asion	Andres Asion
Bradley Colmer	Brian Ehrlich
Bryan Rosenfeld	Christina LaBuzetta
Clotilde Luce	Daniel Hertzberg
David Smith	David Kahn
Deborah Castillo	Francinelee Hand
Jack Finglass	Jamie Straz

Jean-Francois Lejeune
Joseph Furst
Lawrence Seitz
Manuel (Mickey) Minagorri
Marvin Weinstein
Michael Barrineau
Nelson Fox
Richard Hall
Seth Frohlich
Suzanne Hollander
Victor Morales
Jeffrey Cohen
Kirk Paskal
Lawrence Seitz
Marina Novaes
Matthew Krieger
Neal Deputy
Richard Baron
Ruben Conitzer
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:

To replace David McCauley	12/31/2016	Commissioner Joy Malakoff	12/31/2020

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Eddie	Sierra		12/31/2017	Commissioner John Alemán	12/31/2023
Elsa	Orlandini		12/31/2016	Commissioner Michael Grieco	12/31/2021
Gloria	Salom		12/31/2016	Commissioner Kristen Rosen Gonzalez	12/31/2023
Helen	Swartz		12/31/2017	Commissioner Joy Malakoff	12/31/2018
Lawrence	Fuller		12/31/2017	Commissioner Micky Steinberg	12/31/2021
Michael	Bernstein		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Nancy	Soler-Rammos		12/31/2017	Commissioner John Alemán	12/31/2023
Oliver	Stern		12/31/2016	Commissioner Michael Grieco	12/31/2021
Roger	Abramson		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Russell	Hartstein		12/31/2017	Mayor Philip Levine	12/31/2019
Sabrina	Cohen		12/31/2016	Commissioner Ricky Arriola	12/31/2017
Susana	Maroder-Rivera		12/31/2016	Commissioner Micky Steinberg	12/31/2019
Wendy	Unger TL		12/31/2016	Mayor Philip Levine	12/31/2016

Applicants	Applicants
Allison Stone	Britta Hanson
David New	David McCauley
Jared Plitt	Jarred Reiling
Jarred Relling	Maria Koller
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

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Francois	Betancourt	Ex-Officio Fire Rescue Department	12/31/2018		
Alan	Nieder	Private Individual	12/31/2017	City Commission	12/31/2021
Anthony	Japour TL	ACLF	12/31/2016	City Commission	12/31/2016
Jeremy	Green	Physician	12/31/2017	City Commission	12/31/2019
Karen	Rivo	Nursing Profession	12/31/2017	City Commission	12/31/2021
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 TL	ACLF	12/31/2016	City Commission	12/31/2016
Richard	Cuello-Fuentes	Physician	12/31/2017	City Commission	12/31/2022
Richard	Awdeh	Corporate Individual	12/31/2017	City Commission	12/31/2020
Stacey	Kruger TL	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
Todd	Narson TL	Health Provider	12/31/2016	City Commission	12/31/2016
Maria	Ruiz	Ex-Officio, Director of Children's Affairs			

Applicants	Applicants
Christine Butler	Craig Garmendia
David Berger	Janie Hayes
Jared Plitt	Kara White
Maura Shiffman	Michael Hall
Sixto Acea	Zachary Cohen

Health Facilities Authority Board

Sec. 2-111

Composition:

Four (4) year terms.
Five (5) members shall consist of:
Two (2) health providers;
One (1) individual in the field of general business who possesses good standing in the community;
One (1) accountant; and
One (1) attorney;
The Chairperson of the Health Advisory Board shall serve as a non-voting advisor to the Authority. Members shall be residents of the City.
Florida Statute 154.207 No term Limits.

City Liaison: 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	Applicants
Alan Nieder	Dr. David Farcy
Elsa Orlandini	Pilar Carvajal
Rachel Schuster	Richard Cuello-Fuentes
Rosalie Pincus	Zachary Cohen

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: Katherine Gonzalez

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Alex	Fernandez		12/31/2017	Commissioner Kristen Rosen Gonzalez	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
Heriberto (Herb)	Sosa		12/31/2016	Commissioner John Alemán	12/31/2023
Luz	Diaz		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Miguel	Brizuela		12/31/2017	Commissioner Micky Steinberg	12/31/2023
Regina	Suarez		12/31/2017	Commissioner Joy Malakoff	12/31/2023

Applicants

Antonio Purrinos

Eneida Mena

Josephine Pampanas

Rafael Trevino

Wil Martinez

Applicants

David Cardenas

Israel Sands

Leonor Fernandez

Sixto Acea

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:
Dominique	Bailleul TL	At Large	12/31/2016	City Commission	12/31/2016
Jack	Finglass	At Large	12/31/2017	City Commission	12/31/2021
Jane	Gross TL	Dade Heritage	12/31/2016	City Commission	12/31/2016
John	Stuart	Registered Architect	12/31/2017	City Commission	12/31/2019
Scott	Needelman	MDPL	12/31/2016	City Commission	12/31/2020
Stevan	Pardo	Attorney	12/31/2017	City Commission	12/31/2021
Wyn	Bradley	Faculty Member	12/31/2017	City Commission	12/31/2019

Applicants	Applicants
Andrew Nelson	Bradford Bonessi
Bradley Colmer	Deborah Castillo
Dona Zemo	Elizabeth Camargo
Jean-Francois Lejeune	Jeffrey Cohen
Jennifer Lampert	Kathleen Phang
Kirk Paskal	Lawrence Seitz
Lawrence Seitz	Marina Novaes
Mark Alhadeff	Mendy Lieberman
Michael Steffens	Michael Barrineau
Morris Sunshine	Neal Deputy
Raymond Adrian	Roger Baumann
Samuel Rabin, Jr.	Stephen Sauls
Stevan Pardo	William Lane

Housing Authority

Reso 7031 421.05 FS

Composition:

Four year appointment.
Five (5) members appointed by the Mayor.
Appointments must be confirmed by the City Commission.
At least one (1) member shall be a resident who is current in rent in a housing project, or a person of low or very low income who resides within the Housing Authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the Housing Authority, which member shall be appointed at the time a vacancy exists.

City Liaison: Maria Ruiz

Vacancy:

To replace Peter Chevalier	Housing Authority Commissioner	10/11/2015	Mayor Philip Levine

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
David	Greeff	Housing Authority Commissioner	10/11/2016	Mayor Philip Levine	
Dr. Barry	Ragone	Housing Authority Commissioner	10/11/2017	Mayor Philip Levine	
Eugenio	Cabreja	Tenant Commissioner	10/11/2016	Mayor Philip Levine	
Leonor	Fernandez	Housing Authority Commissioner	10/11/2017	Mayor Philip Levine	

Applicants

Barbara Gotlinsky

Jay Dermer

Pilar Carvajal

Stephen Bernstein

Applicants

Christina LaBuzetta

Peter Chevalier

Prakash Kumar

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: Morgan Goldberg

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Craig	Garmendia		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Dale	Stine		12/31/2016	Commissioner Joy Malakoff	12/31/2017
David	Lancz		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
David	Leeds		12/31/2016	Mayor Philip Levine	12/31/2021
Edison	Farrow		12/31/2017	Commissioner Micky Steinberg	12/31/2023
Elizabeth	Schwartz		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Gayle	Durham		12/31/2017	Commissioner Michael Grieco	12/31/2022
Jorge	Richa		12/31/2017	Mayor Philip Levine	12/31/2017
Laura	Veitia TL		12/31/2016	Commissioner Michael Grieco	12/31/2016
Lynare	Robbins		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Mark	Wylie		12/31/2017	Mayor Philip Levine	12/31/2021
Michael	Bath		12/31/2016	Commissioner Micky Steinberg	12/31/2017
Robin	Schwartz		12/31/2017	Commissioner John Alemán	12/31/2022
Stephen	Fox, Jr.		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Tony	Lima		12/31/2016	Commissioner John Alemán	12/31/2023

Applicants	Applicants
Craig Smith	Eric Hirsch
Heriberto (Herb) Sosa	Jarred Relling
Karen Brown	Kenneth Wilcox
Laurence Moser	Nelida Barrios
Otiss (Arah) Lester	Rafael Trevino
Rebecca Boyce	Robert Gonzalez
Ronald Wolff	Ronald Wolff
Steven Adkins	Walker Burttschell

Marine and Waterfront Protection Authority

Sec. 2-190.46

Composition:

The Marine and Waterfront Protection Authority shall consist of fourteen (14) voting members, who shall be direct appointments with the Mayor and City Commissioners, each having two (2) direct appointments.

Appointments to the Authority shall consist of a combination of individuals who have had previous experience in:
1. The operation or inspection of marine facilities, including experience in various types of marine vessels and boating activities; and/or
2. Who have an interest in preservation of the City's beaches and waterfronts.
The members of the Authority shall have the right and duty to consult with any member of the City Administration for technical or other information pertaining to the matters before them.

City Liaison: Mercedes Carcasses

Vacancy:

To replace Manon "Marie" Hernandez	12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2022
To replace Albert Parron	12/31/2017	Mayor Philip Levine	12/31/2021

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Barbara	Herskowitz		12/31/2017	Commissioner Micky Steinberg	12/31/2021
Caitlin	Pomerance		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Christian	De La Iglesia		12/31/2016	Commissioner Micky Steinberg	12/31/2022
Daniel	Kipnis		12/31/2016	Mayor Philip Levine	12/31/2022
Joel	Aberbach		12/31/2016	Commissioner Ricky Arriola	12/31/2023
John	Lee		12/31/2017	Commissioner John Alemán	12/31/2023
Morris	Sunshine		12/31/2016	Commissioner Michael Grieco	12/31/2021
Robert	Schwartz		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Robert	Rabinowitz		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Robert	Christoph, Jr.		12/31/2016	Commissioner Michael Grieco	12/31/2022
Ronald	Shane		12/31/2017	Commissioner Joy Malakoff	12/31/2021
Sasha	Boulanger		12/31/2016	Commissioner John Alemán	12/31/2018
Stg. Luis	Sanchez	ex-officio MB Marine Patrol			

Applicants	Applicants
Adrian Gonzalez	Albert Parron
Bruce Bennett	Carolina Jones
Darren Cefalu	Eric Lawrence
Gloria Salom	Isaiah Mosley
Jack Benveniste	Jennifer Lampert
John Kanter	Julio Magrisso
Iior Ieser	Lizette Lopez
Luz Diaz	Manon "Marie" Hernandez
Maurice Goodbeer	Mayela Mueller
Meryl Wolfson	Michael Tenzer
Michael Ritger	Michael Levine

Michael Hall

Robert Rabinowitz

Yael Sade

Richard Hall

Stephen Bernstein

Mayor's Ad Hoc Blue Ribbon Steering Cmte. on the Convention Ctr. Hotel 2-23

Composition:

The Mayor's Ad Hoc Blue Ribbon Steering Committee ("Committee") on the Convention Center Hotel is created pursuant to the Mayor's Authority to establish Mayor's boards and committees under section 2-23 of the City Code. The Committee shall have the purpose of openly and fairly engaging the community in the development of a plan to build a Convention Center Hotel that will meet the needs of the community and the newly expanded Convention Center.

The Committee shall consist of seven (7) members. The Mayor has appointed Commissioner Ricky Arriola to serve as Chair of the Committee and Commissioner Kristen Rosen Gonzalez to serve as Vice-Chair. The Mayor shall appoint one additional member to the Committee and authorizes the City Commissioners not appointed to the Committee to make a direct appointment to the Committee. Direct appointments shall be individuals who have been residents in the City for a minimum of six (6) months.

The Committee shall have the following powers and duties:
1. Report to the Mayor and City Commission;
2. Meet as requested by the Chair for the purpose of:
   a) Obtaining input and feedback from the public (residents, property owners, business owners, and visitors) regarding the needs for the Convention Center Hotel;
   b) Disseminating information at its meetings on behalf of the City to the public (residents, property owners, business owners, and visitors) regarding the needs for the Convention Center Hotel;
3. Meet directly with City Staff, as needed;
4. Obtain secretarial and such other staff support as the Committee may require. The supporting department of the Committee is the Office of the City Manager, and the City Manager shall designate such individuals from the City Administration who shall also have the responsibility of working with Committee and whose duties shall include, without limitation, providing assistance, noticing meetings, preparing meeting agendas, and keeping minutes.
5. Consult with and obtain legal services from the City Attorney's Office, as needed; and
6. Provide recommendations to the Mayor and City Commission regarding the priorities for the plan to build a Convention Center Hotel.

Committee member terms shall commence on May 1, 2016 for a period of four months and shall expire on September 1, 2016. At the discretion of the Mayor, the Committee, and the terms of membership thereon, may be extended up to an additional eight months through and including April 30, 2017.

City Liaison: Jeff Oris

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Commissioner Ricky	Arriola	Chair	09/01/2016	Mayor Philip Levine	04/30/2017
Commissioner Kristen	Rosen Gonzalez	Vice-Chair	09/01/2016	Mayor Philip Levine	04/30/2017
Debra	Leibowitz		09/01/2016	Commissioner Michael Grieco	04/30/2017
Jorge	Exposito		09/01/2016	Mayor Philip Levine	04/30/2017
Leslie	Tobin		09/01/2016	Commissioner Micky Steinberg	04/30/2017
Paul	Freeman		09/01/2016	Commissioner Joy Malakoff	04/30/2017
Saul	Gross		09/01/2016	Commissioner John Alemán	04/30/2017

Mayor's Blue Ribbon Panel on Sea Level Rise

2-23(b)

Composition:

The Mayor's Blue Ribbon Panel on Sea Level Rise is created pursuant to the Mayor's authority to establish blue ribbon panels under Section 2-23 (b) of the City Code. The purpose of the Panel is to continue to monitor the progress of the City's stormwater management program and comprehensive flood management plan. In order to complement the flood management program, the Panel is additionally tasked with the following:

To study and recommend options pertaining to urban design and historic preservation in the face of climate change;

To evaluate and make recommendations related to current floor to area ratio (FAR) and building heights in light of the need for climate adaptation and for the resiliency of the City of Miami Beach;

To provide resident and business subject matter expertise and input into the development of the citywide Resiliency Strategy;

To study and recommend options for green infrastructure solutions in addition to traditional grey infrastructure investments.

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: Lynn Bernstein

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Scott	Robins		01/06/2017	Mayor Philip Levine	01/06/2017
Michael	De Filippi		01/06/2017	Mayor Philip Levine	01/06/2017
Wyn	Bradley		01/06/2017	Mayor Philip Levine	01/06/2017

Mayor's North Beach Master Plan Steering Committee

2-17(b)(2)

Composition:

The Mayor's North Beach Master Plan Steering Committee (the "Steering Committee") is hereby created pursuant to the Mayor's authority to establish Mayor's boards and committees under Section 2-17(b)(2) of the City Code. The Steering Committee will serve as an advisory group to the North Beach Master Plan consultant team and City staff during the development of the Plan with the purpose of providing insight into issues and items of concern to the North Beach Community.

The Steering Committee shall consist of no more than seven (7) members, all of who shall be appointed by the Mayor to serve for a term of not more than one year or until the final presentation of the North Beach Master Plan to the Mayor and City Commission, whichever is less.
City Liaison: Jeff Oris

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Margueritte	Ramos TL	Chair	12/31/2016	Mayor Philip Levine	12/31/2016
Kirk	Paskal TL		12/31/2016	Mayor Philip Levine	12/31/2016
Betsy	Perez TL		12/31/2016	Mayor Philip Levine	12/31/2016
Bradford	Bonessi TL		12/31/2016	Mayor Philip Levine	12/31/2016
Carolina	Jones TL		12/31/2016	Mayor Philip Levine	12/31/2016
Daniel	Veitia TL		12/31/2016	Mayor Philip Levine	12/31/2016
Nancy	Liebman TL		12/31/2016	Mayor Philip Levine	12/31/2016

Mayor's Ocean Drive Task Force

2-27(b)(2)

Composition:

The Mayor's Ocean Drive Task Force (the "Task Force") is hereby created pursuant to the Mayor's authority to establish Mayor's boards and committees under section 2-27(b)(2) of the City Code. The Task Force will serve as an advisory group to the Mayor and City Commission during the implementation of recommendations outlined in the Ocean Drive Task Force's Final Report, dated January 13, 2016, as approved by the Mayor and City Commission on March 9, 2016.

The Task Force shall consist of no more than nine (9) members, all of whom shall be appointed by the Mayor. One member shall have an alternate who may attend a meeting in the member's place, should the member be unable to attend. All of the members, including the alternate, shall be appointed by the Mayor to serve for a term of not more than one (1) year.

City Liaison: Susanne Torriente

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Jonathan	Plutzik	Chair	03/29/2017	Mayor Philip Levine	03/29/2017
Steve	Boucher		03/29/2017	Mayor Philip Levine	03/29/2017
Frank	Amadeo		03/29/2017	Mayor Philip Levine	03/29/2017
Alessandro	Tonarelli		03/29/2017	Mayor Philip Levine	03/29/2017
Jeffrey	Feldman		03/29/2017	Mayor Philip Levine	03/29/2017
Jonathan	Bennett		03/29/2017	Mayor Philip Levine	03/29/2017
Joyce	Garret		03/29/2017	Mayor Philip Levine	03/29/2017
Mitch	Novick		03/29/2017	Mayor Philip Levine	03/29/2017
Reagan	Pace		03/29/2017	Mayor Philip Levine	03/29/2017
Ricardo	Dopico	Alternate	03/29/2017	Mayor Philip Levine	03/29/2017

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: David Zaret, Bonnie Stewart

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Adrienne	Krieger		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Barbara	Kaufman		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Carrie	Wiesenfeld		12/31/2016	Commissioner Michael Grieco	12/31/2021
Corey	Narson		12/31/2017	Commissioner Micky Steinberg	12/31/2021
Dara	Schoenwald		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Debra (Debie)	Quade		12/31/2017	Commissioner Micky Steinberg	12/31/2019
Francinelee	Hand TL		12/31/2016	Commissioner Joy Malakoff	12/31/2016
Jill	Shockett		12/31/2016	Commissioner Joy Malakoff	12/31/2022
Kathy	Andersen		12/31/2017	Commissioner John Alemán	12/31/2023
Laurie Kaye	Davis		12/31/2016	Mayor Philip Levine	12/31/2021
Lindsay	Genet		12/31/2016	Commissioner Michael Grieco	10/31/2021
Lizette	Lopez		12/31/2017	Commissioner Micky Steinberg	12/31/2023
Loretta	Ciraldo		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Marjorie	York		12/31/2016	Commissioner Kristen Rosen Gonzalez	12/31/2023
Melissa	Sheppard-Broad		12/31/2017	Mayor Philip Levine	12/31/2023
Mercedes	Carlson		12/31/2016	Commissioner Michael Grieco	12/31/2018
Regina	Berman		12/31/2016	Mayor Philip Levine	12/31/2017
Sara	Fuchs		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Tiffany	Lapciuc		12/31/2017	Commissioner Kristen Rosen Gonzalez	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
Beth Butler	Bonnie Crabtree
Christina LaBuzetta	Clare McCord
Dale Gratz	Deborah Robins
Eda Valero-Figueira	Elizabeth Resnick
Eneida Mena	Helen Swartz
Jennifer Lampert	Jessica Conn
Joanna Popper	Joyce Garret
Karen Rivo	Kathy Andersen

Laura Levey
Lynette Long
Melissa Sheppard-Broad
Monica Casanova
Pan Rogers
Rebecca Boyce
Rocio Sullivan
Sarah Leddick
Tamra Sheffman
Lynare Robbins
Marina Aviles
Meryl Wolfson
Monica Matteo-Salinas
Patricia Valderrama
Robin Schwartz
Samantha Bratter
Suzan Speiser
Tashaunda Washington

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: Erick Chiroles, Cilia Maria Ruiz-Paz

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Alan	Fishman TL	Law	12/31/2016	City Commission	12/31/2016
Amy	Rabin		12/31/2016	City Commission	12/31/2019
Bradley	Ugent		12/31/2017	City Commission	12/31/2018
Clare	McCord		12/31/2017	City Commission	12/31/2021
Darren	Cefalu		12/31/2016	Mayor Philip Levine	12/31/2022
Ivan	Cano		12/31/2017	City Commission	12/31/2019
Jarred	Reiling		12/31/2017	City Commission	12/31/2021
Kenny	Swartz		12/31/2017	Mayor Philip Levine	12/31/2023
Monica	Harvey		12/31/2016	City Commission	12/31/2018
Rachel	Umlas		12/31/2016	City Commission	12/31/2018
William	Warren Jr.		12/31/2017	City Commission	12/31/2019

Applicants	Applicants
Adriana Pampanas	Andrea Travaglia
Christine Butler	David Mardini
Dr. Andrew Nullman	Elizabeth DiBernardo
Gia Kastelic	Hicham Moujahid
Ivan Montes	Jarred Relling
Jay Dermer	Jessica Conn
Kenneth Wilcox	Lisa Almy
Michael Levine	Rafael Leonor
Robin Schwartz	Stephen Fox, Jr.
Tony Lima	Walker Burttschell

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: Tathiane Trofino, Danila Bonini

Vacancy:

Vacant	Krumlov, Czech Republic	12/31/2017	Mayor Philip Levine	
Vacant	Salamanca, Spain	12/31/2016	Mayor Philip Levine	
To replace Omar Caiola	Other	12/31/2016	Mayor Philip Levine	12/31/2021

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
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 TL	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
Janet	Horwitz	Pescara, Italy	12/31/2017	Mayor Philip Levine	12/31/2023
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 TL	Cozumel, Mexico	12/31/2016	Mayor Philip Levine	12/31/2016
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	Applicants
Bernardo Collado	Charles Million
Christopher Pace	Christopher Todd
Darin Feldman	Dr. Andrew Nullman
Faye Goldin	Gabriel Paez
Israel Sands	Jason Salvatore
Joseph Hagen	Laura Levey
Marjorie O'Neill-Buttler	Monica Fluke

Monica Fluke
Omar Caiola
Rebecca Boyce
Rocio Sullivan
Tiffany Heckler

Omar Caiola
Raymond Adrian
Richard Hall
Tamra Sheffman
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: Ramon Suarez

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Brett	Harris		12/31/2016	City Commission	12/31/2020
Carmen	Browne		12/31/2016	City Commission	12/31/2020
John	Bowes		12/31/2016	City Commission	12/31/2018

Applicants

Gloria Salom

Lori Nieder

Applicants

Jamie Straz

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: Cynthia Casanova

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Carolina	Jones		12/31/2017	Commissioner Michael Grieco	12/31/2023
Chris	Growald	Tennis	12/31/2016	City Commission	12/31/2021
Dana	Turken	Scott Rakow Youth Center	12/31/2017	City Commission	12/31/2019
David	Berger	Tennis	12/31/2017	City Commission	12/31/2019
Eliane	Soffer-Siegel		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Jenifer	Caplan	Golf	12/31/2017	City Commission	12/31/2019
Jonathan	Groff		12/31/2017	Commissioner John Alemán	12/31/2017
Lee	Zimmerman		12/31/2016	Commissioner Joy Malakoff	12/31/2021
Lori	Nieder		12/31/2017	Commissioner Micky Steinberg	12/31/2021
Paul	Stein		12/31/2016	Mayor Philip Levine	12/31/2021
Robert	Gonzalez		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Stephanie	Rosen	No. Shore Park Youth Center	12/31/2016	City Commission	12/31/2019
Wil	Martinez	Golf	12/31/2016	City Commission	12/31/2021

Applicants

Brett Harris

Bruce Reich

Christopher Todd

Dara Schoenwald

Ian Bacheikov

Jackson Keddell

Joseph Conway

Lindsay Genet

Mary Keinath

Nancy Bernstein

Applicants

Bruce Bennett

Caitlin Pomerance

Daniel Nagler

Eneida Mena

Isaiah Mosley

Joseph Hagen

Leslie Graff

Mark Balzli

Mojdeh Khaghan

Nawaz Gilani

Samuel Rabin, Jr.

Tiffany Heckler

Suely Suchodolski

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

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Florencia	Jimenez-Marcos		12/31/2016	City Commission	12/31/2021
Isabel Ivette	Borrello		12/31/2017	City Commission	12/31/2019
Lori	Gold		12/31/2016	City Commission	12/31/2018
Matthew	Krieger		12/31/2017	City Commission	12/31/2019
Michael	Barrineau		12/31/2017	City Commission	12/31/2021
Mojdeh	Khaghan TL		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	Applicants
Christine Butler	Eliane Soffer-Siegel
Elsa Orlandini	Joseph Landesman
Mary Keinath	Michael Perlmutter
Nancy Wolcott	Richard Preira

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	12/31/2017	City Commission	12/31/2019
Jack	Johnson	Historic Preservation	12/31/2016	City Commission	12/31/2018
Jeffrey	Feldman	Developer	12/31/2017	City Commission	12/31/2019
Mark	Meland	Attorney	12/31/2017	City Commission	12/31/2021
Randolph	Gumenick	General Business	12/31/2017	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

Aaron Davis
Andres Asion
Christine Florez
Daniel Veitia
David Kahn
Dominique Bailleul
James Silvers
Jeffrey Cohen
Kirk Paskal
Marina Novaes
Marvin Weinstein
Muayad Abbas
Noah Fox
Robert Rabinowitz

Applicants

Andres Asion
Brian Ehrlich
Daniel Hertzberg
David Wieder
David Smith
Ian Bacheikov
Jared Galbut
Jonathan Fryd
Madeleine Romanello
Mark Alhadeff
Michael Steffens
Nelson Fox
Richard Baron
Robert Sena

Roger Shields

Seth Frohlich

Ruben Conitzer

Suzanne Hollander

Police/Citizens Relations Committee

Sec. 2-190.36

Composition:

The Committee shall consist of fourteen (14) voting members. The members shall be direct appointments with the Mayor and City Commissioners each making two (2) individual appointments.

As per Sec. 2-190.40, the voting members of the Committee shall have knowledge of and interest in Police Community Relations and their impact on the City of Miami Beach. Recommendation for appointment to all voting and nonvoting membership selected by the Mayor and Commission shall be encouraged to be obtained from the Spanish-American League Against Discrimination (S.A.L.A.D.); the League of United Latin American Citizens (L.U.L.A.C.); the Anti-Defamation League (A.D.L.); the Dade Action Pact; the National Association for the Advancement of Colored People (N.A.A.C.P.); the League of Women Voters and the other organizations deemed appropriate.

City Liaison: Chief Daniel Oates

Vacancy:

To replace John Kanter	12/31/2017	Mayor Philip Levine	12/31/2022

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Adam	Kravitz		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Bruce	Reich		12/31/2017	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
Harold	Foster		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Jack	Benveniste		12/31/2017	Commissioner Joy Malakoff	12/31/2023
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
Pamela	Brumer		12/31/2016	Commissioner Ricky Arriola	12/31/2023
Richard	Hull		12/31/2016	Commissioner John Alemán	12/31/2023
Steven	Oppenheimer		12/31/2017	Commissioner John Alemán	12/31/2017
Suzan	Speiser		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023

Applicants	Applicants
Alan Nieder	Allison Stone
Antonio Hernandez Jr.	Clare McCord
Eric Lawrence	Eugenio Cabreja
Francis Trullenue	Heather Davis
Hicham Moujahid	Ian Bacheikov
Jarred Reiling	Jill Shockett
John Kanter	Jordan Nadel
Joseph Hagen	Joyce Garret
Kenny Swartz	Larry Colin
Lawrence Raab	Lee Zimmerman
Leif Bertrand	Leslie Coller
Leslie Coller	Lisett Fernandez

Lori Gold

Marjorie O'Neill-Buttler

Michael Ritger

Nawaz Gilani

Prakash Kumar

Rafael Leonor

Stephen Fox, Jr.

Zeiven Beitchman

Mario Coryell

Melissa Sheppard-Broad

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:
Abdul	Muhammad II	Fashion	12/31/2017	Commissioner Ricky Arriola	12/31/2023
Aleksandar	Stojanovic	Production	12/31/2016	Mayor Philip Levine	12/31/2021
Belkys	Nerey	Production	12/31/2017	Commissioner John Alemán	12/31/2018
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	12/31/2017	Commissioner Micky Steinberg	12/31/2021
Thomas	Musca	TV/Film	12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023

Applicants

Bruce Orosz

Francis Trullenue

Pamela Brumer

Samantha Bratter

Applicants

Elizabeth DiBernardo

Joseph Landesman

Peter Matos

Sustainability Committee

2008-3618

Composition:

The Committee shall consist of seven (7) voting members, one each to be directly appointed by the Mayor and each City Commissioner. A Commissioner appointed by the Mayor, shall serve as a non-voting member and shall serve as the Chairperson of the Committee.
The purpose of the Committee is to provide guidance and advice with regard to the City's efforts to provide and promote general environmental improvement trends, or "Green Initiatives," and "Sustainable Development," which is herein defined as a pattern of resource use that aims to meet community needs while preserving the environment so that these needs can be met, not only in the present, but in the indefinite future.
The Committee shall make advisory recommedations to the City Commission and the City Manager to promote Citywide Green Initiatives and to promote and provide plans for Sustainable Development in the City of Miami Beach.

City Liaison: Elizabeth Wheaton

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Cheryl	Jacobs		12/31/2016	Commissioner Joy Malakoff	12/31/2021
David	Doebler		12/31/2017	Commissioner Micky Steinberg	12/31/2020
Michael	De Filippi		12/31/2016	Commissioner Ricky Arriola	12/31/2021
Nancy	Bernstein		12/31/2017	Mayor Philip Levine	12/31/2023
Richard	Conlin		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Scott	Diffenderfer		12/31/2017	Commissioner John Alemán	12/31/2023
Steve	Vincenti		12/31/2016	Commissioner Michael Grieco	12/31/2021

Applicants

Amy Rabin
Beth Butler
Bruce Bennett
Glenn Scott Diffenderfer
Isaiah Mosley
Jenifer Caplan
Leslie Coller
Richard Comisky
Russell Hartstein
Yael Sade

Applicants

Andrea Travaglia
Brian Gilderman
Caitlin Pomerance
Glenn Scott Diffenderfer
Janet Horwitz
John Lee
Marivi Iglesias
Robert Rabinowitz
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

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	Member No.Beach Development Corp.	12/31/2017		
Del	Fruit	Member Mid-Beach Neighborhood or Bus Assc.	12/31/2017		
J.P.	Morgan		12/31/2017	Commissioner Kristen Rosen Gonzalez	12/31/2023
Jo	Asmundsson	Member MBCDC	12/31/2016		
Leif	Bertrand		12/31/2017	Commissioner Ricky Arriola	12/31/2023
Madeleine	Romanello	Member MBCC	12/31/2016		
Marc	Edelstein		12/31/2017	Commissioner John Alemán	12/31/2023
Ray	Breslin		12/31/2017	Commissioner Joy Malakoff	12/31/2021
Richard	Streim		12/31/2017	Commissioner Micky Steinberg	12/31/2023
Seth	Wasserman TL		12/31/2016	Commissioner Michael Grieco	12/31/2016
William "Bill"	Hahne	Member MDPL	12/31/2016		

Applicants	Applicants
Aaron Davis	Adam Kravitz
Allison Stone	Beth Emerson
Dara Schoenwald	Eric Montes de Oca
Gia Kastelic	Ian Bacheikov
Janie Hayes	Jared Plitt

Jeff Cynamon
Kenny Swartz
Lindsay Genet
Lisa Almy
Mayela Mueller
Nancy Bernstein
Richard Conlin
Stanley Shapiro
Suzan Speiser
Jonathan Beloff
Lila Imay
Iior Ieser
Marina Aviles
Michael Ritger
Rafael Leonor
Robert Lopez
Suely Suchodolski
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

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Aaron	Perry TL	At-Large	12/31/2016	City Commission	12/31/2016
Adrian	Gonzalez	At-Large	12/31/2017	City Commission	12/31/2019
Daniel	Hertzberg	At-Large	12/31/2017	City Commission	12/31/2019
Jeff	Lehman	Hotel Industry	12/31/2016	City Commission	12/31/2021
Margaret (Peggy)	Benua	Hotel Industry	12/31/2016	City Commission	12/31/2017
Stephen	Hertz	At-Large	12/31/2017	City Commission	12/31/2019
Tim	Nardi	Hotel Industry	12/31/2017	City Commission	12/31/2019

Applicants

Charles Million
Commissioner Kristen Rosen Gonzalez
Dona Zemo
Jeff Lehman
Jonathan Beloff
Laurence Herrup
Matthew Krieger
Seth Feuer

Applicants

Christy Farhat
Craig Smith
Heather Davis
Jeffrey Graff
Josephine Pampanas
Mark Tamis
Roger Shields
Steven Adkins

Youth Commission

2-186 et seq.

Composition:

The Purpose of the Youth Commission is to provide the youth of Miami Beach with a vehicle to learn about government, participate in the process of City government, represent and articulate the needs of youth in the City, and provide recommendations to the Mayor and City Commissioners on issues and programs affecting the youth and teen population in the City.

(a) The Youth Commission shall be composed of seven (7) voting members.

(b) The Mayor and each City Commissioner shall appoint one member to the Youth Commission as a direct appointment. Members must be enrolled in a Miami-Dade County Public school or a private school in the City. Members shall be fifteen (15) through eighteen (18) years old at the time of appointment and be enrolled in the 10th, 11th, or 12th grade. To be qualified for appointment, a student must have a minimum 2.0 grade point average and demonstrate a sincere interest in municipal government, be motivated to contribute to the betterment of the City, and have a background in community-based activity.

(c) The term of office for each member shall be one (1) year. Members may be appointed for (1) subsequent one-year term; provided, however, that no member shall serve on or after his/her nineteenth (19th) birthday. In addition, board member terms shall automatically expire upon the latter of December 31 of the year of the appointing City Commission member leaves office or upon the appointment/election of the successor City Commission member.

(d) Youth Commission Members shall annually elect a member as chairperson, and other officers it deems necessary. A vote of a majority of the members shall be required to constitute action taken by the Youth Commission.

City Liaison: Dr. Leslie Rosenfeld

Vacancy:

Vacant	06/08/2017	Commissioner Micky Steinberg	06/07/2018
Vacant	06/08/2017	Commissioner Michael Grieco	06/07/2018
Vacant	06/08/2017	Commissioner Joy Malakoff	06/07/2018
Vacant	06/08/2017	Commissioner Kristen Rosen Gonzalez	06/07/2018
Vacant	06/08/2017	Commissioner Ricky Arriola	06/07/2018

Members:

First Name	Last Name	Position/Title:	Term Ends:	Appointed by:	Term Limit:
Benjamin	Burstein		06/08/2017	Mayor Philip Levine	06/07/2018
Olivia	Kramer		06/08/2017	Commissioner John Alemán	06/07/2018

City Commission Committees

Finance & Citywide Projects Committee

Position	Name	Appointed by
Chair	Commissioner Ricky Arriola	Mayor Levine
Vice-Chair	Commissioner Joy Malakoff	Mayor Levine
Member	Commissioner John Alemán	Mayor Levine
Alternate	Commissioner Micky Steinberg	Mayor Levine
Liaison	Allison Williams	

Land Use & Development Committee

Position	Name	Appointed by
Chair	Commissioner Joy Malakoff	Mayor Levine
Vice-Chair	Commissioner Michael Grieco	Mayor Levine
Member	Commissioner 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 Steinberg	Mayor Levine
Member	Commissioner Kristen Rosen Gonzalez	Mayor Levine
Alternate	Commissioner John Alemán	Mayor Levine
Liaison	Morgan Goldberg	

Sustainability and Resiliency Committee

Position	Name	Appointed by
Chair	Commissioner Micky Steinberg	Mayor Levine
Vice-Chair	Commissioner Ricky Arriola	Mayor Levine
Member	Commissioner 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 Micky Steinberg

- Director of Miami-Dade County League of Cities

Commissioner Kristen Rosen Gonzalez

- Alternate Director of Miami-Dade County League of Cities

Commissioner Joy Malakoff

- FIU Wolfsonian Advisory Board
- Miami-Dade County Homeless Trust Board

Stacy Kilroy, Jamie Straz, Tanya Bhatt

- Miami Design Preservation League

Barbara Herskowitz and Christine Gudaitis

- Public Library Advisory Board

Commissioner Ricky Arriola, Karen Fryd and Larry Colin

- The Adrienne Arsht Center for the Performing Arts Center Trust

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: July 13, 2016

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 (2):

- One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- One citizen who represents essential services personnel, as defined in the local housing assistance plan.

2. **BUDGET ADVISORY COMMITTEE**

VACANCY (1):

- One Certified Public Accountant.

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/default.aspx?id=85695; 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.

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

Agenda Item R9B1-2
Date 7-13-16

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION
MEMORANDUM

TO: Jimmy Morales, City Manager
FROM: John Elizabeth Alemán, Commissioner
DATE: June 22, 2016
SUBJECT: Agenda item for July 2016 City Commission Meeting

Please place the following item on the July 13th City Commission Meeting Discussion Agenda:

A Discussion Regarding North Beach Local Historic Districts and Recommendations of the North Beach Master Planner.

In order to accelerate implementation of the North Beach Master Plan recommendations, I would like to discuss the next steps for creating Local Historic District boundaries within the National Register districts of North Beach, including the following:

1. Potential boundaries for local historic districts and neighborhood conservation districts.
2. The timing and scope of a TDR program.
3. Other development regulations that should be initiated in conjunction with local designation; this may include limitations on the aggregation of lots, setback regulations, height regulations and minimum parking requirements.
4. The inclusion of resiliency guidelines as part of local designation and conservation districts.

Any direction given to the Administration should be in conjunction with Dover Kohl and the North Beach Master Plan finalization.

If you have any questions please do not hesitate to call our office at ext.6473.

Thank you!

MIAMIBEACH
Commissioner John Elizabeth Alemán
OFFICE OF MAYOR AND COMMISSION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7102 / Fax: 305-673-7096 / www.miamibeachfl.gov

Agenda Item R9C
Date 7-13-16

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager
FROM: John Elizabeth Alemán, Commissioner
DATE: May 27, 2016
SUBJECT: Agenda item for June 8, 2016 City Commission Meeting

Please place the following on the June 08, 2016 City Commission Meeting Agenda:

A discussion item regarding a new paradigm for a resident alert system.

In my own experience, and in talking to my fellow City of Miami Beach residents, I have observed that it can be very difficult to keep track of a "*Topic*" (e.g. issue, project, or proposed ordinance change) throughout its lifecycle in our municipal processes.

Topics may originate in many ways including being introduced on a consent agenda, as a discussion item, or by resolution or ordinance change, or through the budgeting process. *Topics* may be heard at Commission, Committee or on a Land Use Board, or other public meeting, and can be deferred, referred or continued. There is no set order for the procedural toll gates through which a *Topic* may pass on its road from origination to implementation.

Searches conducted on our city website are not always the most effective and comprehensible way to stay up-to-date, and it would be time consuming and ineffective for a resident to review all of the agendas for all of the public meetings to determine where their *Topics* of interest will be heard or discussed.

It is therefore difficult for Miami Beach residents to stay informed about Topics of importance to them.

I would like to request the City Staff (Communications, IT, City Clerk's Office) to devise a method / capability for residents to sign up for and receive electronic alerts when their *Topics* of interest are published on a City Meeting Agenda.

Predetermined keyword selections (*Topics*) might be one method, where example keywords could include terms of interest such as "short term rental", "transient rental", "pool", "kayak", "education", "south beach", "mid beach", "north beach", "stormwater", "water quality", "Alton", "Washington", "Collins", "art", "preservation", "FAR", "marina", "parking" and more... key words would continue to be added as needed.

In addition to devising the technical approach, I would ask City Staff to propose a process by which keyword consistency would be maintained, the appropriate keywords would be attached to all Agenda items submitted, and the alerts would be electronically sent to residents when the Agendas are officially published.

If you have any questions please do not hesitate to call our office at ext.6437.

Thank you!

MIAMIBEACH
Commissioner John Elizabeth Alemán
OFFICE OF MAYOR AND COMMISSION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7102 / 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 co

Agenda Item R9D
Date 7-13-16

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **DISCUSSION REGARDING THE RECOMMENDATIONS OF THE NEIGHBORHOOD COMMUNITY AFFAIRS COMMITTEE (NCAC) AT ITS MAY 13, 2016 MEETING TO REFER TO COMMISSION THE "ISSUE" OF ENCROACHMENTS IN THE PUBLIC RIGHT OF WAY**

ADMINISTRATION RECOMMENDATION

The Administration is seeking direction regarding the treatment or removal of encroachments in the public right of way during the construction of neighborhood improvements.

BACKGROUND

The right of way (ROW) is defined as the paved area of the road, the road shoulders, sidewalks, swales, and all the other property adjacent to the road owned by the city, for the construction and operation of the road or other facilities. ROW improvements refer to any construction work to improve land or facilities the City owns. The size and configuration of the ROW varies from street to street.

As defined in the Miami Beach City Code Section 98-166, "a swale area is the space between the private property line and the back of the street curb or edge of paved roadway." Swales are located within ROWs and can vary from neighborhood to neighborhood, and from street to street.

An encroachment is defined as any private property (items, objects, landscaping, etc.) that occupies the public ROW.

Examples of encroachments include:

- Structures (intercom announcers, water fountains, decorative boulders, mailboxes, stones, lighting, awnings, columns, fences, gates, walls, etc.)
- Pavers and/or decorative material used in driveways and walkways
- Landscaping such as shrubs, hedges, ground cover, trees and irrigation systems

During the design phase of a neighborhood project, the Engineer of Record (EOR) is tasked with identifying the encroachments that require removal in order to implement proposed ROW improvements. The EOR considers life safety, best engineering practices, and recognized local, state and federal standards/guidelines when evaluating the removal of encroachments. Residents are given the opportunity to remove or relocate encroachments on their own within a specified time frame prior to the construction, otherwise, contractors will remove them in order to construct the planned neighborhood improvements.

Agenda Item R9E
Date 7-13-16

ANALYSIS

Managing encroachments within the ROW is an important consideration for most municipalities and public agencies. They create or pose several constraints as they relate to the use of the ROW. Encroachments may be subject to the following considerations, among others:

1) **Life Safety**- Items that pose a safety hazard due to interference with sight-lines to/from the road and driveway entrances and clear zones. The intention is to make the roads, swales and sidewalk areas available for safe travel by motorists, cyclists and pedestrians.
    - Sight Triangle (Exhibit A)- A sight triangle shall mean a triangular shaped area established at the intersection of two (2) streets in which nothing can be erected, placed, planted or allowed to grow in such a manner as to obstruct vision between a height of two (2') feet six (6') inches above the center-line grade of the street or driveway. Sight triangles pertain mostly to corners and driveway access points. Encroachment removals of sight triangle constraints are based on the criteria set forth by the "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" published by the Florida Department of Transportation, Miami-Dade County Public Works Standards and Miami Beach standards.
    - Clear zone or recovery zone (Exhibit B) - The American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide defines a clear zone as the total roadside border area, starting at the edge of the traveled way, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a nonrecoverable slope, and/or a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry.

2) **Drainage**- One of the City's priorities is to ensure proper drainage throughout the City of Miami Beach. The swale area can be an integral component of a stormwater management system used to collect, pre-treat and convey storm water runoff. The pretreatment in swales reduce sediment, oils, greases and heavy metals and also help diminish stormwater volumes and peak discharges prior to entering the collection system. The stormwater design establishes the path rain water will take to drain properly. The road elevation, valley gutters and swales are engineered to transport water to an appropriately sized and located storm drain structure (catch basin). This will ensure the stormwater runoff is collected, treated and transported (via pump station or gravity system) into the bay. In the implementation of the stormwater design, swales are often required to be regraded. During construction, any obstructions in the ROW such as hedges and ground cover need to be addressed, in order for the designed drainage system to function the way in which it is intended.

3) **Equity**- Unauthorized placement of encroachments by property owners creates a disparity and often a misunderstanding of where a private property ends and a ROW begins. In trying to create consistency throughout Miami Beach neighborhoods, and a similar visual appeal within neighborhoods, it is important to have some uniformity in ROW areas.

    In order for a private entity to occupy public right of way, a revocable permit is required for any existing or proposed structure, or portion there of that projects onto, under or over any public right of way. As defined in the Miami Beach City Code Section 82-91, revocable permit means "permission granted in writing for any use of real property owned or maintained by the city in which the city holds an interest, by a person or entity, establishing conditions for such use, providing for revocation by the city and establishing

requirements for return of the property upon termination/revocation." The revocable permit gives the permit-holder permission to use a specific portion of the right of way until such time as that portion of the right of way is needed by the City of Miami Beach for public purposes. These permits are revocable at any time in the interest of public safety. In addition, the revocable permit process is necessary in order to maintain a proper inventory of the encroachments within the ROW.

Overall, while structures, fences, and driveways, etc., are often unknowingly constructed within established ROW, by far the most prevalent encroachment is by vegetation—hedges causing the most problems. Unmanaged, hedges will establish and thrive at amazing rates, threatening access, maintenance, security and even structural integrity.

On April 15, 2016, the Office of Capital Improvement Projects and Public Works Department presented to the NCAC a brief overview regarding encroachments in the ROW. The overall consensus from the Committee was that encroachments should be removed or relocated when they affect life safety and/or interfere with installation of planned neighborhood improvements. The issue of "equity" should not be a consideration. NCAC directed staff to return for the May 13, 2016 meeting with additional information.

On May 13, 2016, the NCAC discussed this issue and after some dialogue, the Committee decided, by a Vote of Acclamation, to forward the item to the Commission for further discussion.

CONCLUSION

The administration is seeking a recommendation on how to proceed on all ROW projects going forward, with the treatment and/or removal of encroachments from ROW areas in order to implement a City wide policy.

ATTACHMENTS:

Exhibit A (1-3) – Safe Sight Triangles
Exhibit B – Roadside Clear Zone Width

JLM/ETC/DM

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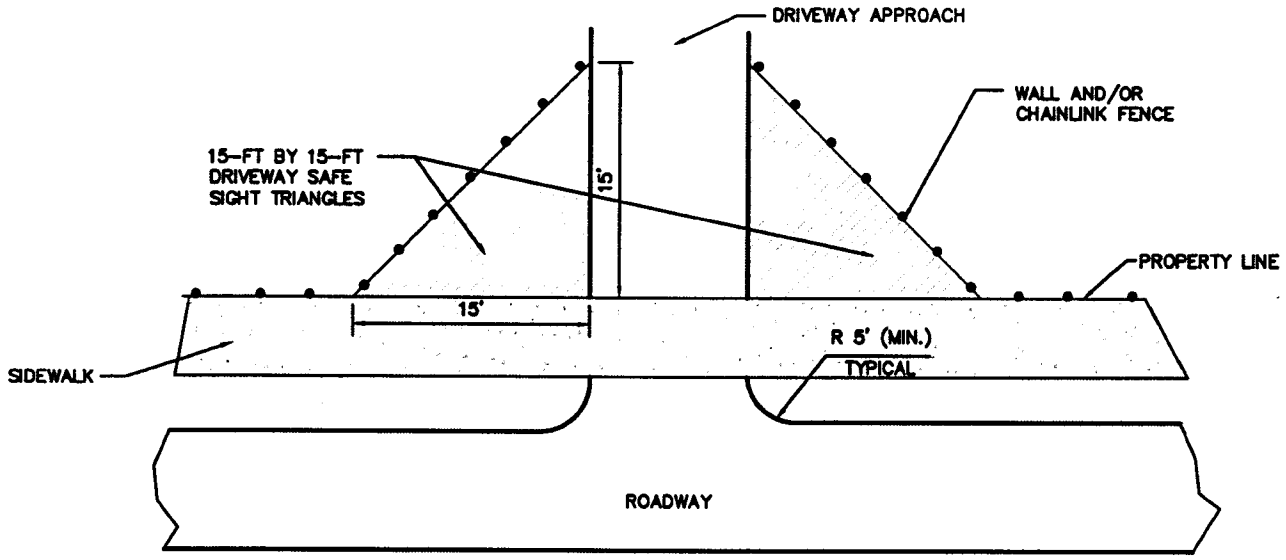
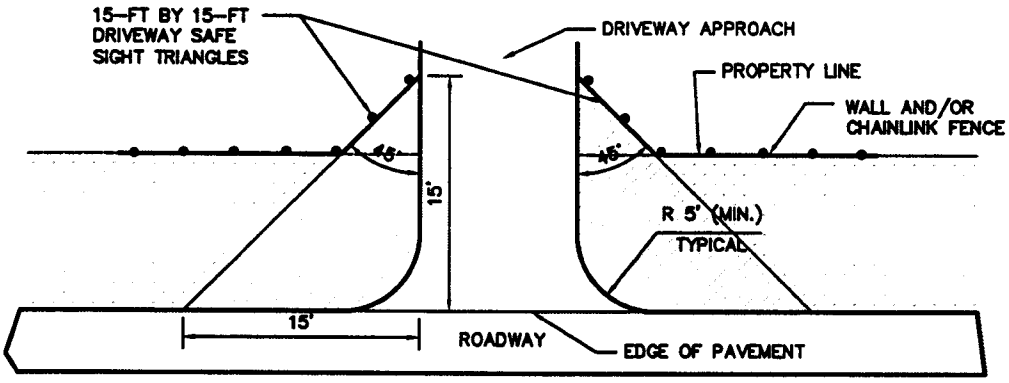




THIS TRIANGLE APPLIES ON ROADS OTHER THAN COLLECTORS AND ARTERIALS

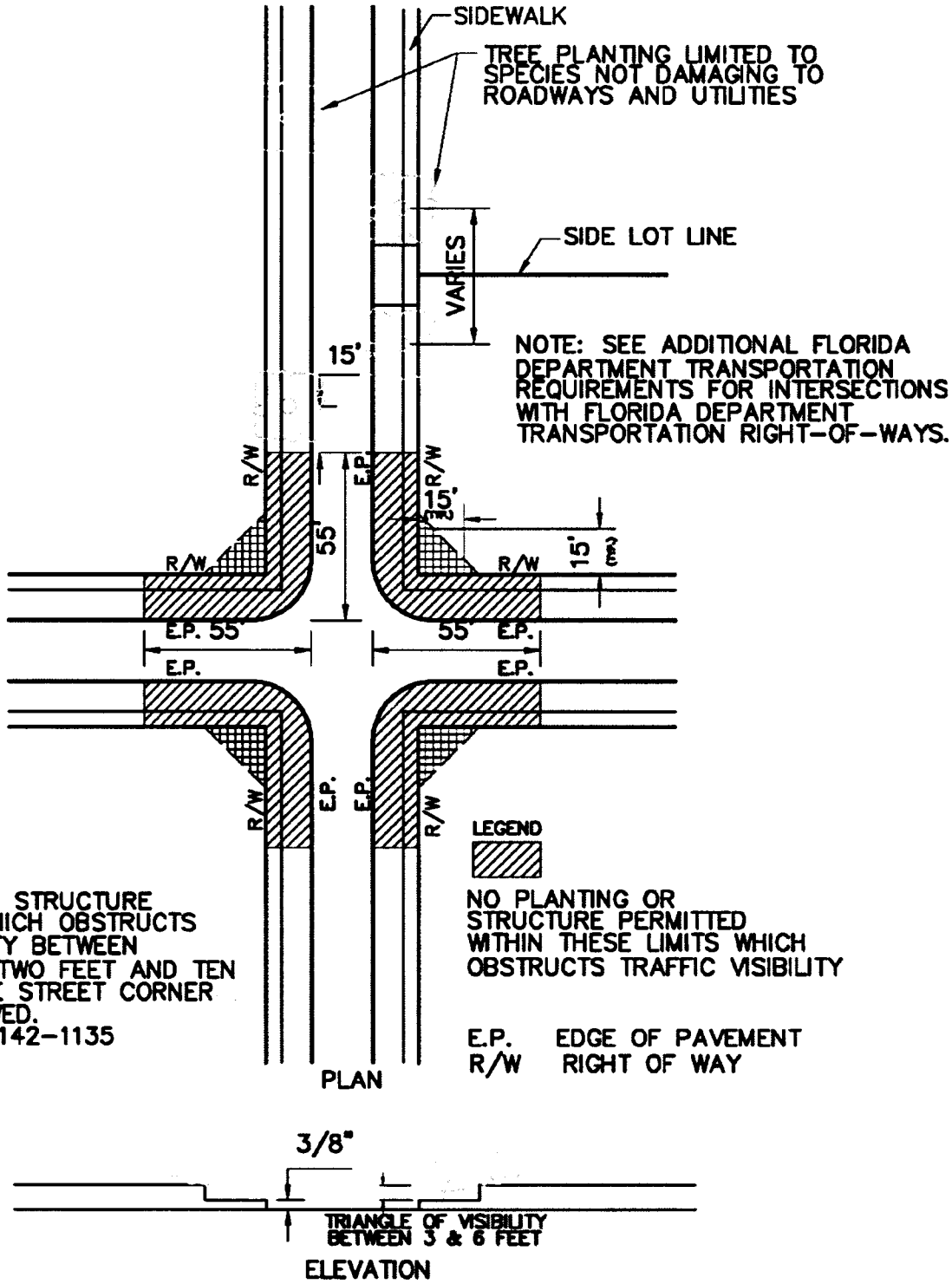
THE HEIGHT OF FENCES, WALLS, BUS SHELTERS AND HEDGES SHALL NOT EXCEED 2 FEET IN HEIGHT WITHIN FIFTEEN (15) FEET OF THE EDGE OF DRIVEWAY LEADING TO A PUBLIC RIGHT-OF-WAY.

THE SAFE SIGHT DISTANCE TRIANGLE AREA SHALL NOT CONTAIN OBSTRUCTIONS TO CROSS-VISIBILITY AT A HEIGHT BETWEEN 2 FEET AND 6 FEET ABOVE PAVEMENT, POTENTIAL OBSTRUCTIONS INCLUDE, BUT ARE NOT LIMITED TO STRUCTURES, GRASS, GROUND COVERS, SHRUBS, VINES, HEDGES, TREES, ROCKS, WALLS AND FENCES.

DRIVEWAY SAFE SIGHT TRIANGLE
N.T.S.

F:\WORK\$ALL\CAD-DWG\STANDARDS\CMB_ STANDARD_DETAILS\Public Works Manual\CMB Roadway Details

MIAMIBEACH PUBLIC WORKS DEPARTMENT 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	APPROVED 04/22/2003	REVISED 12/2006 09/20/2010 04/08/2011 05/29/2013	TITLE ROADWAY DETAILS NO.2 DRIVEWAY SAFE SIGHT TRIANGLE	RS16



SIGHT RESTRICTIONS AT INTERSECTIONS WITH NO DEDICATED RADII

N.T.S.

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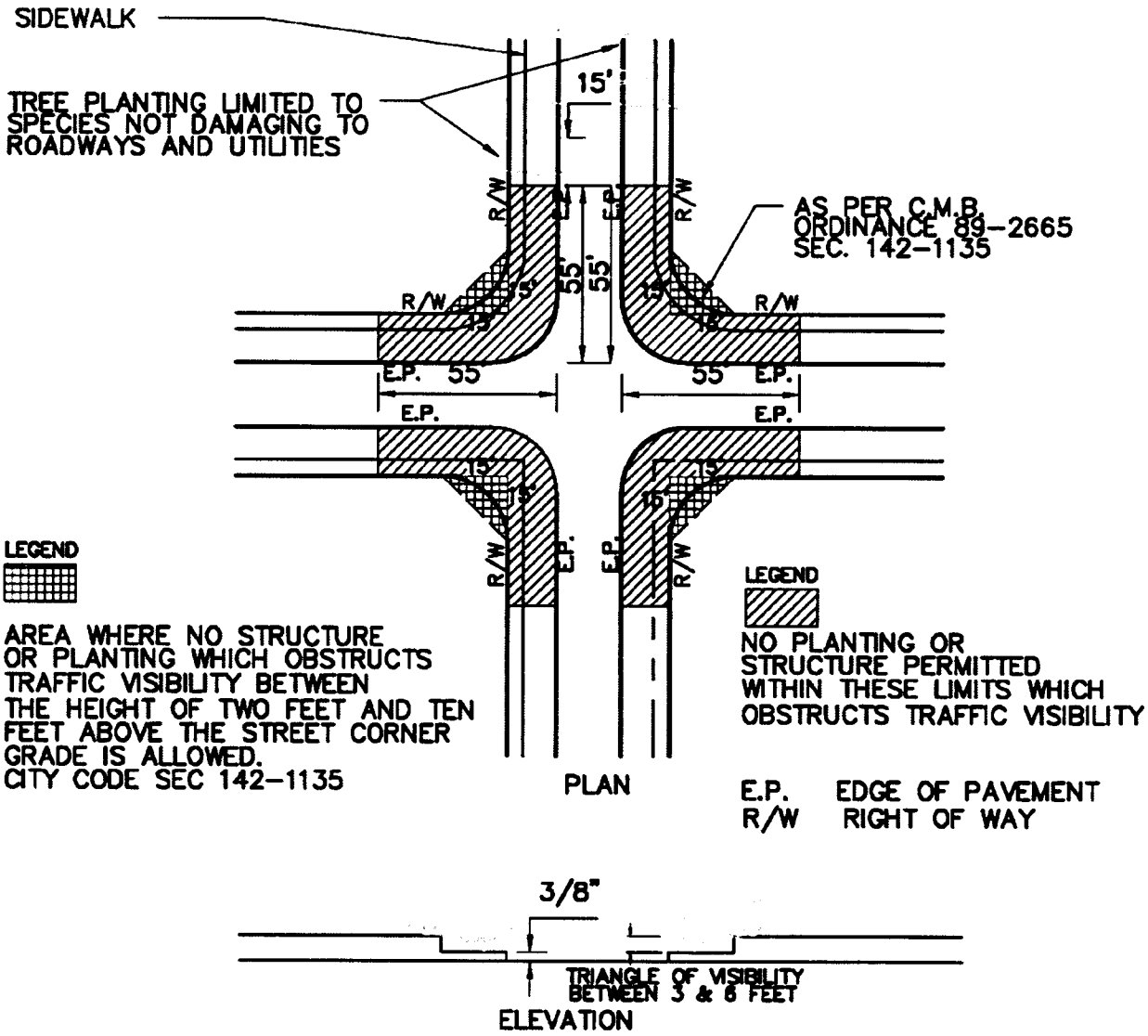
PUBLIC WORKS DEPARTMENT 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	APPROVED 03/05/2003	REVISED 08/26/2003 09/12/2003 10/13/2003 04/22/2005 12/2006	TITLE ROADWAY DETAILS NO.2 SIGHT RESTRICTIONS AT INTERSECTIONS WITH NO DEDICATED RADII	RS17 SHEET 17 OF 30



NOTE:

FOR 30 M.P.H. RESIDENTIAL STREETS. SEE ADDITIONAL FLORIDA DEPARTMENT OF TRANSPORTATION REQUIREMENTS FOR INTERSECTIONS WITH FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAYS.

SIGHT RESTRICTIONS AT INTERSECTIONS WITH DEDICATED RADII

N.T.S.

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PUBLIC WORKS DEPARTMENT 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FL 33139	APPROVED 03/05/2003	REVISED 08/26/2003 09/12/2003 10/13/2003 04/22/2005 12/2006	TITLE ROADWAY DETAILS NO.2 SIGHT RESTRICTIONS AT INTERSECTIONS WITH DEDICATED RADII	RS18 SHEET 18 OF 30

C.7.f.1 Roadside Clear Zone Width

The clear zone width is defined as follows:

- Rural sections - measured from the edge of the outside motor vehicular travel way
- Urban sections - measured from the face of the curb

The minimum permitted widths are provided in Table 3 - 13. These are minimum values only and should be increased wherever practical.

In rural areas, it is desirable, and frequently economically feasible, to increase the width of the clear zone. Where traffic volumes and speeds are high, the width should be increased. The clear zone on the outside of horizontal curves should be increased due to the possibility of vehicles leaving the roadway at a steeper angle.

TABLE 3 – 13
MINIMUM WIDTH OF CLEAR ZONE

Type of Facility	DESIGN SPEED (MPH)							
	25 and Below	30	35	40	45	50	55	60 and Above
	MINIMUM CLEAR ZONE (FEET)							
Rural •	6	6 Local 10 Collectors 14 Arterials	6 Local 10 Collectors 14 Arterials	10 Collectors 14 Arterials	14 Arterials and Collectors ADT < 1500 18 Arterials and Collectors ADT ≥ 1500	14 Arterials and Collectors ADT < 1500 18 Arterials and Collectors ADT ≥ 1500	18 Arterials and Collectors ADT < 1500 24 Arterials and Collectors ADT ≥ 1500	18 Arterials and Collectors ADT < 1500 30 Arterials and Collectors ADT ≥ 1500
Urban *	1 ½	4 **	4 **	4 **	4 **	N/A ••	N/A ••	N/A ••

* From face of curb

** On projects where the 4 foot minimum offset cannot be reasonably obtained and other alternatives are deemed impractical, the minimum may be reduced to 1 ½'.

• Use rural for urban facilities when no curb and gutter is present. Measured from the edge of through travel lane on rural section.

•• Curb and gutter not to be used on facilities with design speed > 45mph.

NOTE: ADT in Table 3-13 refers to Design Year ADT.

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Kristen Rosen Gonzalez, Commissioner

DATE: June 15th, 2016

SUBJECT: Discussion item regarding Temporary Relocation of Maurice Gibb Playground

Please place on the July 13th City Commission Meeting Agenda a discussion item regarding the Temporary Relocation of Maurice Gibb Playground.

If you have any questions please do not hesitate to contact David Zaret at extension 6457.

KRG/dz

Granado, Rafael

From: Rosen Gonzalez, Kristen
Sent: Wednesday, June 15, 2016 12:43 PM
To: Granado, Rafael
Subject: Fwd: Temporary relocation of Maurice Gibb Playground

Rafael, will you place the relocation of the Maurice Gibb park on the July agenda as a discussion item and include a copy of this email please.

Thank you,

Kristen

Kristen Rosen Gonzalez
City of Miami Beach Commissioner
305-965-4725

Begin forwarded message:

> **From:** Allyson Fonte <act.fonte@yahoo.com>
> **Date:** June 15, 2016 at 5:36:58 PM GMT+2
> **To:** <kristen@miamibeachfl.gov>, <jimmymorales@miamibeachfl.gov>
> **Cc:** <davidzaret@miamibeachfl.gov>, Cynthia Casanova <cynthiacasanova@miamibeachfl.gov>
> **Subject: Temporary relocation of Maurice Gibb Playground**
>
> Dear City Leaders,
>
> I hope this finds you well. I am writing to you with regards to the upcoming closure of Maurice Gibb playground. My husband and I have great concerns for the following reason....**There will be no *safe*, shaded and enclosed park within walking distance for our children.** We spend a significant amount of time at the playground with our small sons and have made some of our closest friends there. Without the playground, we and all of the other families that go to that park will still in all likelihood come to the "passive" park at Belle Isle, simply because there is nowhere else to go. This is unsafe for so many reasons: (1) It is not enclosed, therefore children can run into the street (I have witnessed these near misses on countless occasions), (2) there is dog feces all over the park despite the signage, and owners who regularly allow their dogs to drink directly from the "human" drinking fountain. All of which increases the chance of spreading disease and outbreaks, (3) with an enclosed playground, adults unaccompanied by a child are prohibited from entering - at the open park at Belle Isle, this would not be the case and inappropriate adults with bad intentions can blend right in. Anyone comes and goes and are more inconspicuous doing so, (4) there is a high probability that a dog can attack a child - again, despite the signage and two enclosed dog parks, there are owners who *constantly* allow their dogs to roam off leash.
>
> I was the only parent able to attend the Belle Isle Association meeting the night that Cindy Casanova attended and I was largely outnumbered. With that being said, the opinion of the majority is

inconsequential if even one child gets hurt in the passive park during the temporary closure. The safety of children should be paramount. Instead the Belle Isle Association was entertaining arguments that the island cannot sacrifice one of its two dog parks because a large dog may attack a small dog, a playground will bring sex offenders to the island, it will bring "ugly" playground equipment, and they will have to bare the terrible sound of children's joy and laughter between dawn and dusk. It is incomprehensible to me.

I and several other parents and relatives have voiced our concerns to Ms. Casanova. If you could please be so kind as to hear our pleas and temporarily relocate the playground to Belle Isle or other location within walking distance, it would be so greatly appreciated. The peace of mind it would afford our families is immeasurable - those of you that are parents must know what it feels like to watch your heart walk around outside of your body. Please do not allow the playground to close for such an extended period of time without an alternate location for the safety of our kids.

Kindest Regards,

Allyson Fonte

9 Island Avenue, Apt 1705

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A DISCUSSION REGARDING THE TEMPORARY RELOCATION OF MAURICE GIBB PLAYGROUND.**

As a supplemental memo to Commissioner Kristen Rosen Gonzalez's request for a discussion by the City Commission regarding the temporary relocation of the playground at Maurice Gibb Memorial Park, Administration prepared the following background information and options.

Maurice Gibb Memorial Park is facing a temporary closure during the soil remediation project and reconstruction of the park. The exact timeline is still being worked out, but the estimated closure could be as long as 18 months and should begin this calendar year.

Maurice Gibb Memorial Park presently serves residents from Belle Isle, Sunset Harbor, Sunset Islands, Venetian Islands and residents and visitors seeking the Sunset Harbor area as a destination. The playground at Maurice Gibb features a play structure for children aged 2-5 years old and 5-12 years old, spring riders, an arch climber and swings. Belle Isle Park is less than a half a mile away, but is without a children's playground. The nearest park with a playground structure is Flamingo Park.

On May 19, 2016, the Parks and Recreation Department was invited to an association meeting at Belle Isle, where the majority of the attendees were opposed to the installation of a playground at Belle Isle Park, either temporary or permanent. Since that meeting however, we have heard from numerous Belle Isle residents who are in favor of either a temporary or permanent playground located at Belle Isle Park. The amount of interest this topic has generated illustrates the need for a neighboring playground while Maurice Gibb Memorial Park is under construction.

In view of these concerns, the Parks and Recreation Department has had a preliminary meeting with the developers of the vacant land adjacent to Maurice Gibb Memorial Park. The locations of these plots are 1747 Purdy Avenue, 1759 Purdy Avenue, and 1738 Bay Road. Being that the developers may not be starting their project on their vacant lots during the Maurice Gibb Memorial Park closure, they are amenable to conversations regarding the temporary placement of a playground on these parcels. Details have not been worked out but one option could be rent equal to the property taxes paid on this property, which is approximately $45,000 a year.

The following provides an estimate for the total cost of three playground options: a permanent playground in Belle Isle Park, a temporary playground in Belle Isle Park and a temporary playground on the vacant lots. These cost estimates are based on the

newly installed playground at the Scott Rakow Youth Center and do not include potential rent expenses or other support facilities. The temporary options also include estimated costs to remove and relocate the structure to another park site once Maurice Gibb Memorial Park reopens.

Playground Site	Total Cost Estimate
Belle Isle (*Permanent*)	$179,000.00
Belle Isle (*Temporary*)	$206,900.00
Vacant Land Plots (*Temporary*)	$234,900.00

ACTION REQUIRED

Administration seeks direction from the City Commission on how to proceed with the closure of Maurice Gibb Memorial Park and the loss of a children's playground during that period of time.

Attachment
Exhibit A- Estimates for Replacement Playground

JLM/EC/JR

Exhibit A: Estimates for Replacement Playground

Option 1: Permanent Playground at Belle Isle Park (2890 sq. ft.)			
Ammenities	**New**	**Removal and Reinstallation**	**Total**
Playground (with Pour in place)	$103,000.00		$103,000.00
Shade Structure	$30,500.00		$30,500.00
Sidewalks	$6,000.00		$6,000.00
Sod	$8,000.00		$8,000.00
Irrigation	$4,000.00		$4,000.00
Trash Cans	$3,500.00		$3,500.00
Benches	$4,000.00		$4,000.00
Fencing	$20,000.00		$20,000.00
GRAND TOTAL			**$179,000.00**

Option 2: Temporary Playground at Belle Isle Park (2890 sq. ft)			
Ammenities	**New**	**Removal and Reinstallation**	**Total**
Playground (with Mulch)	$74,650.00	$11,000.00	$85,650.00
Shade Structure	$30,500.00	$9,750.00	$40,250.00
Sidewalks	$6,000.00	$14,000.00	$20,000.00
Sod	$8,000.00	$9,000.00	$17,000.00
Irrigation	$4,000.00	$5,500.00	$9,500.00
Trash Cans	$3,500.00	$0.00	$3,500.00
Benches	$4,000.00	$0.00	$4,000.00
Fencing	$20,000.00	$7,000.00	$27,000.00
GRAND TOTAL	**$150,650.00**		**$206,900.00**

Option 3: Temporary Playground at Vacant Land Plots (2890 sq. ft)			
Ammenities	**New**	**Removal and Reinstallation**	**Total**
Playground (with Mulch)	$74,650.00	$11,000.00	$85,650.00
Shade Structure	$30,500.00	$9,750.00	$40,250.00
Sidewalks	$6,000.00	$14,000.00	$20,000.00
Sod	$8,000.00	$9,000.00	$17,000.00
Irrigation	$4,000.00	$5,500.00	$9,500.00
Trash Cans	$3,500.00	$0.00	$3,500.00
Benches	$4,000.00	$0.00	$4,000.00
Fencing	$20,000.00	$7,000.00	$27,000.00
Filling Material & Preparation	$28,000.00		$28,000.00
GRAND TOTAL	**$178,650.00**		**$234,900.00**

R9G Discussion To Reconsider Seawall In Lakeview Neighborhood As It Is Overwhelming And Unnecessary At This Time.

(Sponsored by Commissioner Kristen Rosen Gonzalez)

Agenda Item R9G
Date 7-15-16

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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: July 13, 2016

SUBJECT: **DISCUSSION ON HIGH-FLOOR TROLLEY VEHICLE ORDER CANCELLATION IMPACT AND OPTIONS TO CONSIDER**

BACKGROUND

On April 30, 2014, the City Commission approved the award of Invitation to Bid (ITB) No. 2014-154-SR for Turnkey Trolley Operations and Maintenance Services to Limousines of South Florida, Inc. (LSF). Following the approval of the ITB, an Agreement between the City and LSF was executed on May 8, 2014. This ITB allowed for the operation of the existing North Beach Trolley service and included provisions for additional routes at the City's sole discretion.

On June 10, 2015, the City Commission passed a resolution accepting the recommendation of the Neighborhood/Community Affairs Committee (NCAC) regarding the proposed Middle Beach Trolley routes and service plans and authorized the Mayor and City Clerk to execute Interlocal Agreements with Miami-Dade County for the operation of two Middle Beach trolley routes- the Middle Beach Loop and the Collins Link. The Interlocal Agreements for the Middle Beach Loop and the Collins Link are currently fully executed and in effect.

The use of high-floor vehicles versus low-floor vehicles for the expanded trolley service was discussed at the City's Transportation, Parking, and Bicycle-Pedestrian Facilities Committee on October 12, 2015. At the meeting, the Committee recommended the use of low-floor trolley vehicles while recognizing the higher cost associated with this type of vehicle.

On October 21, 2015, the Mayor and City Commission adopted Resolution No. 2015-29194, authorizing the Mayor and City Clerk to execute Amendment No. 3 to the Agreement with LSF, increasing the scope of the Agreement to include the addition of the operation and maintenance services for two new routes in Middle Beach (the Middle Beach loop and the Collins Link). The term of the agreement is a full sixty (60) month term, commencing as of the roll-out date of all the new modified/kneeling trolley vehicles for each respective route.

At this meeting, the City Commission modified its April 15, 2015 approval for use of 14 modified/kneeling high-floor/rear-end wheelchair lift trolley vehicles for Middle Beach Trolley routes (Middle Beach loop and Collins Link) and the North Beach loop in lieu of low-floor trolley vehicles due to higher capital and operating costs of low-floor trolleys. Pursuant to City Commission direction on October 21, 2015, LSF had placed an order for 14 new trolley vehicles in December 2015.

On June 8, 2016, the City Commission directed staff to proceed with incorporation of partial low-floor trolley vehicles on the North Beach Trolley loop, Middle Beach Trolley loop and Collins Link to specifically improve accessibility for disabled passengers. At the meeting, staff advised that this action would require the cancellation of 7 of the 14 modified/kneeling high-floor/rear-end wheelchair lift trolley vehicles currently in production and ordering 7 low-floor trolley vehicles which would be dispersed along the North Beach loop, Middle Beach loop and Collins Link in order to maintain approximately 30 minute headways among low-floor trolley vehicles. Additionally, staff advised that the City would be responsible for any cancellation fees and costs incurred to date on production of the trolleys to be cancelled.

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Date 7-13-16

ANALYSIS

Since the June 8, 2016 City Commission meeting, City staff has been communicating with LSF in regards to the City's exposure as a result of the cancellation. On June 24, 2016 LSF received a letter (attached) from Specialty Vehicles, Inc. (SVI) stating that there appears to be no economically effective way to decrease the order or to mitigate for damages that would result from cancellation. The letter also states that the cost of customized chassis and other parts and labor likely exceed $1.5 million as well as that there are no known buyers for disparate parts, most of which were special order and designed specifically for our trolleys. Considering the cancellation cost of the 7 trolleys is higher than the full cost of ownership, the City directed LSF not to cancel the order. Given that the City will have the full order of 14 kneeling trolley vehicles, ordering additional vehicles will be at an additional cost. As a result, the Administration is presenting 3 options which are described below and presented in table form in the Conclusion.

Option 1. Use 14 modified/kneeling high-floor/rear-end wheelchair lift trolley vehicles for Middle Beach loop, Collins Link and North Beach Loop and competitively procure the South Beach Trolley service using low-floor trolley vehicles only

This option proposes proceeding with Commission direction from October 21, 2015. At that time, the Mayor and City Commission adopted Resolution No. 2015-29194, approving the use of 14 modified/kneeling high-floor/rear-end wheelchair lift trolley vehicles for Middle Beach Trolley routes (Middle Beach loop and Collins Link) and the North Beach loop in lieu of low-floor trolley vehicles due to higher capital and operating costs of low-floor trolleys (approximately $1.2 million per year more than high-floor trolleys). Additionally, this option would follow the City Commission direction from May 11, 2016. At that time, during the discussion on South Beach Circulator Options, the City Commission directed the Administration to proceed with the competitive procurement of Turnkey Trolley Operations and Maintenance Services for the South Beach Trolley route using low-floor trolley vehicles. Option 1 does not require an Amendment to the current Agreement with LSF. In addition to avoiding cancellation cost of approximately $1.5 million (as stated in SVI letter), this option would result in an annual cost savings of approximately $570,000 in the trolley operating budget for the North Beach loop, Middle Beach loop and Collins Link as compared to incorporation of partial low-floor trolley vehicles on the North Beach loop, Middle Beach loop, and Collins Link as directed by the City Commission on June 8, 2016. Additionally, this option would provide for the most expedient implementation of the Middle Beach loop and Collins Link in summer/fall of 2016.

Option 2. Same as Option 1, and adding on-demand service for passengers in wheelchairs

This option is the same as Option 1 and additionally proposes providing an on-demand service for passengers in wheelchairs. The City of Miami is currently providing pre-arranged on-demand services (ambulatory and non-ambulatory) and is in the fifth year of a contract with Transportation America (TA). The City of Miami Beach could possibly piggyback on the existing City of Miami contract which expires on April 26, 2017 and potentially future contract as the City of Miami is currently drafting the solicitation that would enable providing similar services after current contract expires. Currently, the City of Miami provides on-demand service to residents who meet one or both of the following criteria: low-income and over the age of 65; or handicapped, as defined by the Americans with Disabilities Act (ADA) of 1990. While the service is provided at no cost to the user, the cost to the City for each trip is $25 for wheelchair (non-ambulatory) and $17.84 for ambulatory trip based on an estimated 30,000 trips for this year. The service hours are Monday through Friday 8:00 AM to 5:00 PM and users are required to register and pre-arrange their trip 24 hours in advance. If the City desires to provide similar on-demand services to passengers in wheelchairs only, the City could potentially piggyback on the existing City of Miami contract or competitively procure a contract for this service. Staff will evaluate both procurement options to determine which is more advantageous.

Given the number of current wheelchair passengers on the North Beach loop, and assuming proportional wheelchair passenger demand on the Middle Beach Trolley loop and Collins Link, this option would result in an annual cost of approximately $79,000. Similar to Option 1 above, in addition to avoiding cancellation cost of approximately $1.5 million, this option would result in an annual cost savings of approximately $570,000 in the trolley operating budget for the North Beach loop, Middle Beach loop and Collins Link as

compared to incorporation of partial low-floor trolley vehicles on the North Beach loop, Middle Beach loop, and Collins Link as directed by the City Commission on June 8, 2016. Similar to Option 1 above, this option would provide for the most expedient implementation of the Middle Beach loop and Collins Link in summer/fall of 2016.

Option 3. Amending existing Agreement with LSF to add the South Beach Trolley route and provide for low-floor vehicles to be dispersed along all trolley routes

This option proposes waiving the competitive bidding requirement and amending the existing Agreement with LSF to include the purchase of 12 low-floor trolley vehicles while moving forward with production of all 14 modified/kneeling high-floor/rear-end wheelchair lift trolley vehicles originally ordered. These vehicles would be used sparsely on all trolley routes to improve accessibility for wheelchair passengers. It is likely that headways for the low-floor trolley vehicles would exceed 30 minutes on one or more of the 4 trolley routes unless additional low-floor trolley vehicles are purchased. If this option is selected, the low-floor trolley vehicles along the routes could be assigned a special name/symbol on the Miami Beach Trolley Tracker to enable customers to track low-floor trolleys in real time. The provisions included in the Agreement with LSF also indicate that the hourly rate shall be negotiated if the change in service is increased or reduced by more than 20%. The addition of the South Beach loop would represent an increase of approximately 67%, from approximately 97,000 to 162,000 total operating hours per year. The hourly rate proposed by LSF for low-floor trolley vehicles during negotiations for Middle Beach Trolley service in October, 2015 was $78.39. As a result of the most recent negotiations for the South Beach trolley, the final hourly operating rate for a low-floor trolley vehicle was reduced to $77.35, which represents approximately $67,000 in annual savings of low-floor trolley vehicle operation as compared to the previously negotiated hourly rate.

CONCLUSION

This item is presented to the City Commission for direction including one of the following options.

Option	Summary	Pros/Cons	Commission Action Needed
1	Use 14 modified/kneeling high-floor/rear-end wheelchair lift trolley vehicles for Middle Beach loop, Collins Link and North Beach Loop and competitively procure South Beach Trolley route service using low-floor trolley vehicles only	**Pros:** better ascertain cost of low-floor trolley operation as part of competitive bidding **Cons:** not addressing concerns from Disability Access Committee (DAC) on North Beach, Collins Link and Middle Beach Trolley routes with respect to improving access for passengers in wheelchairs; industry review has shown that there are an insufficient number of turnkey trolley service providers in South Florida	None
2	Same as Option 1, and adding on-demand service for passengers in wheelchairs	**Pros:** better ascertain cost of low-floor trolley operation as part of competitive bidding; provides for door-to-door service for passengers in wheelchairs citywide and not exclusively along the trolley route **Cons:** industry review has shown that there are an insufficient number of turnkey trolley service providers in South Florida	No Commission Action Needed. Administration will evaluate piggybacking on City of Miami contract or competitively procuring on-demand services for passengers in wheelchairs
3	In lieu of competitively procuring the South Beach Trolley service, amend the existing Agreement with LSF to add the South Beach Trolley route using low-floor trolley vehicles and provide for low-floor trolleys to be dispersed along all trolley routes	**Pros:** provides for improved accessibility as fleet along all routes would consist of mixed low and high-floor trolleys; ensures one trolley operator for citywide trolley services; most expedited option to procure South Beach Trolley service **Cons:** frequency of low-floor vehicle would be approximately 30 mins or more when low-floor vehicles are out of service; low-floor wheelchair access would be available only along the trolley routes	Motion to waive competitive bidding and approve Amendment No. 4 to the Trolley Agreement with LSF (Item No. R7DD on the July 13, 2016 City Commission agenda)

Attachment: SVI Letter

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WILSON ELSER
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

June 24, 2016

J. Scott Burris
702.727.1265 (direct)
J.Scott.Burris@wilsonelser.com

Limousines Of South Florida
c/o Mr. Mark Leavitt
3300 SW 11th Ave,
Fort Lauderdale, FL 33315

Re: Specialty Vehicle's Order for The City of Miami Beach
Our file number: 12644.000008

Dear Mr. Levitt

Our firm represents Specialty Vehicles, Inc. ("SVI"), and this correspondence concerns the order ("Order") of fourteen customized trolley vehicles ("Trolleys") by your company, the Limousines of South Florida ("LSF"), which is on track for completion as discussed previously. As a threshold matter if LSF has retained an attorney, then please forward this correspondence accordingly and provide us with your attorney's contact information.

SVI anticipates that all of LSF's Trolleys will be completed and delivered per the Order. Yet SVI heard that a representative of your client, the City of Miami Beach, was attempting to persuade the City Council to reduce the Order by seven Trolleys and, attempt to substitute those Trolleys with others from a competitor trolley-distributor and manufacturer. If this is incorrect, then we would be happy to ask you to ignore this letter. Indeed, as of today, SVI has received no written correspondence and no oral communications from anyone asserting authority to request any material change to the Order. Instead, we believe that one of SVI's competitors improperly obtained SVI's confidential/propriety trade-secret information and unlawfully attempted to interfere with SVI's business relationships, which we are investigating diligently.

Moreover, in the short run, there appears to be no economically effective way to decrease the Order or to mitigate the damages from such a material change to the Order. Notably, the sunk costs for the customized chassis and other parts and labor likely already exceed $1.5 million. And, there are no known buyers for disparate parts, most of which were special ordered and designed specifically for the City of Miami Beach.

We understand that SVI and the Limos of South Florida have enjoyed a long history of successful transactions and vehicle acquisitions. And we hope that this relationship will continue.

Please let me know if you have any questions or comments.

Sincerely,

Wilson Elser Moskowitz Edelman & Dicker LLP

/s/ J. Scott Burris

J. Scott Burris
JSB/nes

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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: July 13, 2016

SUBJECT: **REFERRAL TO THE PLANNING BOARD - ORDINANCE AMENDMENTS FOR TRANSIT INTERMODAL FACILITIES:**

A. COMPREHENSIVE PLAN AMENDMENT IMPLEMENTING THE TRANSIT INTERMODAL FACILITIES COMPONENT OF THE TRANSPORTATION MASTER PLAN

B. AMENDMENTS TO THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE REGARDING HEIGHT AND ACCESSORY USE REQUIREMENTS FOR MAIN USE PARKING STRUCTURES AND TRANSIT INTERMODAL FACILITIES

HISTORY

On June 8, 2016, at the request of Commissioner Ricky Arriola, the City Commission referred the proposed ordinance amendments to the Land Use and Development Committee (Item C4N).

On June 15, 2016 the Land Use and Development Committee recommend that the City Commission refer the proposed ordinance amendments to the Planning Board. Additionally, the Land Use Committee recommended that an option for main use Transportation Intermodal Facilities be incorporated.

BACKGROUND/ANALYSIS

The Miami Beach Transportation Master Plan (TMP) was adopted by the Mayor and City Commission in April 13, 2016, the first comprehensive mobility plan in the City since 1999. A key component of the plan is the modal hierarchy adopted by City Commission at the July 8, 2015 meeting, as part of the plan development process. The adopted modal hierarchy consists of the following prioritization order:

1. Pedestrians
2. Transit, Bicycle, Freight (depending on the corridor)
3. Private Vehicles

The adopted modal hierarchy increases person through-put along City corridors, while at the same time addressing safety and mobility needs for bicyclists and pedestrians. Based on the projects recommended in the TMP consistent with this mode hierarchy, projects that could be implemented in the next 5 years, depending on funding availability, could increase corridor capacity in some corridors by as much as 50% person trips. Increases in bicycle and pedestrian trips also increase the health of the City and further reduce traffic inducing vehicles.

The TMP identified priority transit and bicycle/pedestrian corridors throughout the City and identified the potential areas for future transit facilities throughout the City (Attachment 1). Further, the TMP identified transfers as an essential part of an effective transit

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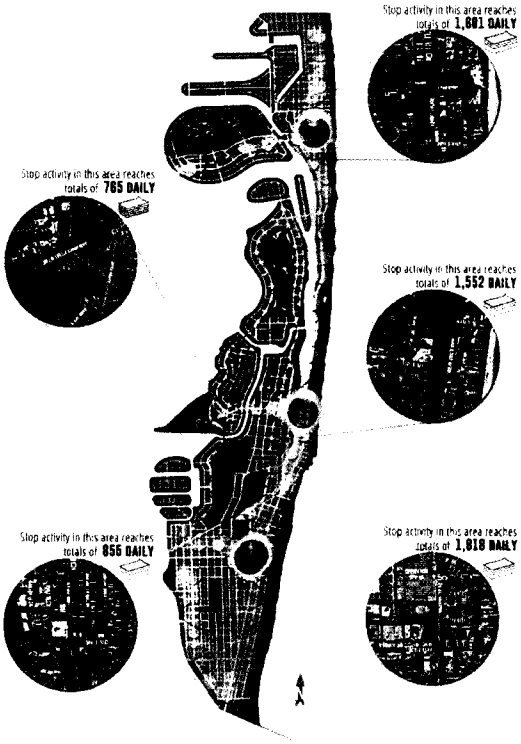
system because they maximize the coverage area and diversity of active transportation services. Hence, in order to obtain a successful transit environment, it is of critical importance to provide efficient and attractive transfer stops/centers to improve the quality of transit services as well as support the surrounding community. Transfer stops, transfer center/stations, and park-and-rides (intercept garages) are all defined in the TMP as different types of transit infrastructure.

The TMP defines Transfer Centers/Stations as "a more elaborate transfer facility that may accommodate more than two articulated buses and may include amenities such as retail, restrooms and lounge". The locations for the desired transit infrastructure improvement from the TMP are summarized below.



Further, the City Commission has discussed the need for parking facilities at intercept locations throughout the City. Intercept garages have been identified as part of the City's mobility plans for over 15 years. It is recommended that these be incorporated as part of transit intermodal facilities. During discussions with Miami-Dade Transit for a potential Mid Beach transit intermodal facility as recently as last year, it was recommended that the minimum parking space requirement was 75 parking spaces.

The City is in the process of conducting a parallel environmental review and procurement for a Light Rail/Modern Streetcar project in the South Beach area. The Light Rail/Modern Streetcar includes two corridors with tracks in dedicated right-of-way: Phase 1in the vicinity of 5th Street to Washington Avenue north to Dade Boulevard and Phase 2 in the vicinity of 17th Street to Alton Road south to 5th Street or South Point Drive. The vicinity of Alton and 5th Street has been identified with a need for a transit intermodal facility. Longer term plans, already in the Metropolitan Planning Organizations Long Range Transportation Plan for Miami-Dade County, include extensions from this alignment north on Collins Avenue to the City limits which will similarly require intermodal facilities in the longer term. In addition, the need for a transit intermodal facility in the vicinity of 41st Street and the Julia Tuttle Interchange (I-195) has been endorsed by the Mayor and Commission as recently as March 2016.

The City's consultant for the environmental review for the Miami Beach Light Rail/Modern Streetcar project provided the following general input regarding transit intermodal facilities (major intermodal facilities):

> Major intermodal facilities may include multilevel parking garages, and in conjunction with ancillary joint development activities such as the Denver Union Station and ARTIC in Los Angeles. Analogously transit hubs do not need to be large to be effective, especially if they are sited well so that they use the surrounding street system effectively. Transit hubs as small as one-half (0.5) acre in size are operating in the United States. They can serve well as modestly sized transit hubs providing convenient connections between streetcars, BRT, busways and bus lines, while offering some pedestrian amenities and services.

Accordingly, staff is recommending that Transit Intermodal Facilities be defined as "*a transfer facility that provides convenient connections between streetcars, bus rapid transit (BRT), busways and bus lines, while offering some pedestrian and bicycle amenities and services; accommodates more than two (2) articulated buses; provides accessory parking spaces at intercept locations, generally between 75 and 500 spaces; and may include amenities such as retail, restrooms and lounge areas.*"

The proposed ordinance amendments would address changes to the City code to define Transit Intermodal Facilities, provide for transit intermodal facilities to be allowed as a permitted use in certain land use categories of the comprehensive plan, allow residential use as part of a transit intermodal facility, provide for additional height and accessory uses within a transit intermodal facility sufficient to offset the height needed for the intermodal facility within the development.

<u>Comprehensive Plan Amendment</u>
Various amendments are being proposed to the City's 2025 Comprehensive Plan in order to allow for the implementation of a Light Rail/Modern Streetcar and ensure consistency with the adopted Transportation Master Plan and Bicycle Master Plan in order to encourage the development of Transit Intermodal Facilities.

The amendment generally proposes the following modifications to the Future Land Use Element:

- Allow "Transit Intermodal Facilities" as a permitted use with in the following future land use categories (See the map in Attachment 3):
  - General Mixed Use Commercial "Performance Standard" Category (CPS-2)
  - Public Facility Hospital - PF (PF- HD)
  - Public Facility: Governmental Uses (PF)
  - Parking (P)
  - Commercial High Intensity (CD-3)
  - Commercial, Medium Intensity (CD-2)
  - Commercial, Low Intensity (CD-1)
  - North Beach Town Center Core (TC-1)
  - North Beach Town Center Mixed Use (TC-2)
- Allow residential uses when associated with a Transit Intermodal Facility or Parking Facility "Parking" (P) Future Land Use category
- Amending the Future Land Use Map to modify the designation of properties along the Julia Tuttle Causeway from "Recreation Open Space" (ROS) to "Public Facility" (PF) to allow for the possibility of a Transit Intermodal Facility

The amendment generally proposes the following modifications to the Transportation Element:

- Allow for the City Commission to exempt public-owned facilities and Transit Intermodal Facilities from concurrency requirements through the Land Development Regulations
- Encourage the development of Transportation Intermodal Facilities
- Ensure consistency with the Transportation Master Plan
- Ensure consistency with the 2015 Bicycle and Pedestrian Master Plan
- Reflect the City's Adopted Mode Hierarchy
- Encourage mass transit options
- Clarify strategies to implement multi-modal transportation options
- Encourage smart parking systems
- Define "Transit Intermodal Facility"

Additionally, the Intergovernmental Coordination Element is proposed to be modified to ensure that the City coordinates the planning and development of Intermodal Transit Facilities with Miami-Dade County, the Miami-Dade Metropolitan Planning Organization (MPO), and surrounding municipalities, as applicable.

Land Development Regulations Amendment

Amendments are proposed to the Land Development Regulations which would allow for the development of Transit Intermodal Facilities. The proposed amendment provides two options for their development. The first is as an accessory use to a Main Use Parking Garage. The second is as a main use Transit Intermodal Facilities; a vehicle parking requirement is also included as part of this option. Under both alternatives, an additional five (5) stories beyond what the underlying zoning allows would be permitted in order to be able to accommodate future transit facilities City wide. Additionally short-term and long-term bicycle parking requirements are also established for such facilities.

The amendment would allow Transit Intermodal Facilities within the CD-1, CD-2, CD-3, HD, C-PS2, TC-1, TC-2 and GU districts, provided the underlying Future Land Use designation in the Comprehensive Plan authorizes the use. However, before a Land Use can consider a Transit Intermodal Facility, the City Commission would be required to authorize the use at a particular site, pursuant to the following criteria:

- Whether the Transportation Department has certified if there is a need for an Intermodal Transit Facility at the proposed site;

- Whether there is a contract or interlocal agreement for public transit operations at the proposed site with the City of Miami Beach, Florida Department of Transportation (FDOT), Miami-Dade County, or other entity authorized to operate public transit services within the City of Miami Beach; and

- Whether the proximity of the proposed transit intermodal facility to other transit intermodal facilities creates adverse impacts and how such impacts are mitigated.

Additionally, the amendment provides the City Commission the ability to waive Land Development Regulations requirements, with the exception of Historic Preservation and Design Review processes, by a five-sevenths vote. This is proposed in case there are unforeseen limitations within the Land Development Regulations that impact the ability to accommodate a Transit Intermodal Facility in an area where it is needed.

CONCLUSION

In accordance with the recommendation of the Land Use and Development Committee, the administration recommends that the City Commission refer of the proposed ordinance amendments to the Comprehensive Plan and Land Development Regulations to the Planning Board.

JLM/KGB/JRG/JFD/TRM/RAM
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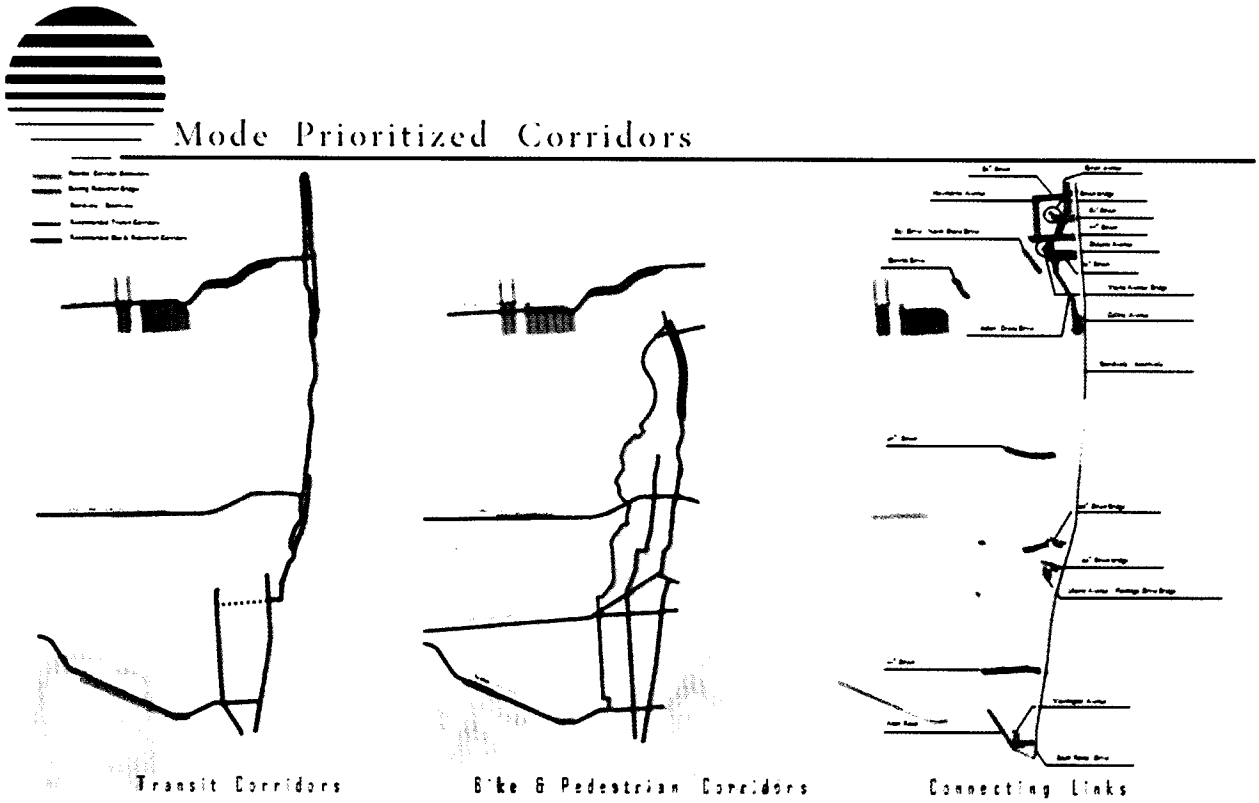
ATTACHMENT 1
MODE PRIOTITIZATION CORRIDORS



ATTACHMENT 2
ORDINANCE TITLES

A. COMPREHENSIVE PLAN – TRANSIT INTERMODAL FACILITIES

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING POLICY 1.2 TO ALLOW "TRANSIT INTERMODAL FACILITIES" AS A PERMITTED USE WITH IN THE FOLLOWING LAND USE CATEGORIES: "GENERAL MIXED USE COMMERCIAL "PERFORMANCE STANDARD" CATEGORY (CPS-2)," PUBLIC FACILITY HOSPITAL - PF (PF- HD), PUBLIC FACILITY: GOVERNMENTAL USES (PF), "PARKING" (P), COMMERCIAL HIGH INTENSITY (CD-3), COMMERCIAL, MEDIUM INTENSITY (CD-2), COMMERCIAL, LOW INTENSITY (CD-1), NORTH BEACH TOWN CENTER CORE (TC-1), NORTH BEACH TOWN CENTER MIXED USE (TC-2); AMENDING THE FUTURE LAND USE MAP TO MODIFY THE DESIGNATION "RECREATION OPEN SPACE" (ROS) ALONG THE JULIA TUTTLE TO "PUBLIC FACILITY" (PF); AMENDING THE "PARKING" (P) LAND USE CATEGORY TO ALLOW RESIDENTIAL USES WHEN ASSOCIATED WITH A TRANSIT INTERMODAL FACILITY OR PARKING FACILITY; AMENDING THE TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MIAMI BEACH, FLORIDA, BY UPDATING AND MODIFYING THE TRANSPORTATION ELEMENT; THE POLICIES WITHIN OBJECTIVE 1 ENTITLED "LEVEL OF SERVICE," TO REFLECT THE CITY'S ADOPTED MODE HIERARCHY, OBJECTIVE 2 ENTITLED "COORDINATION WITH LAND USE," TO DETAIL THE NEEDS FOR TRANSIT INTERMODAL FACILITIES, OBJECTIVE 3 ENTITLED "ROADWAY PLANNING, DESIGN AND CONSTRUCTION," TO INCORPORATE ADDITIONAL MULTIMODAL TRANSPORTATION OPTIONS, OBJECTIVE 4 ENTITLED "MASS TRANSIT," TO ENCOURAGE MASS TRANSIT OPTIONS THROUGH THE 2015 TRANSPIRATION MASTER PLAN, OBJECTIVE 6 ENTITLED "MULTI-MODAL TRANSPORTATION," TO CLARIFY STRATEGIES TO IMPLEMENT MULTI-MODAL TRANSPORTATION OPTIONS, OBJECTIVE 7 ENTITLED "ENHANCE, PROTECT, AND PRESERVE THE CITY'S NEIGHBORHOODS," TO CLARIFY COORDINATING AGENCIES AND STRATEGIES, OBJECTIVE 8 ENTITLED "PARKING," TO ENCOURAGE SMART PARKING SYSTEMS, OBJECTIVE 10 ENTITLED "TRANSPORTATION COORDINATION WITH OTHER JURISDICTIONS," TO REQUIRE COORDINATION RELATING TO "TRANSIT INTERMODAL FACILITIES," TO MODIFY GLOSSARY OF TERMS TO INCLUDE THE TERM "TRANSIT INTERMODAL FACILITY" AND RELATED DEFINITIONS, AND ESTABLISHING OBJECTIVE 5A, ENTITLED "TRANSIT MODE" TO DETAIL OPTIONS FOR TRANSPORTATION INFRASTRUCTURE; AMENDING THE POLICIES WITHIN THE INTERGOVERNMENTAL COORDINATION ELEMENT TO INCLUDE COORDINATION RELATING TRANSIT INTERMODAL FACILITIES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

B. LDRs - TRANSIT INTERMODAL FACILITIES

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 SECTION 114-1, ENTITLED "DEFINITIONS" TO PROVIDE A DEFINITION FOR A "TRANSIT INTERMODAL FACILITY" AND ASSOCIATED DEFINITIONS; AMENDING CHAPTER 130, "OFF-STREET PARKING," ARTICLE II, "DISTRICTS; REQUIREMENTS," SECTION 130-32, "OFF-STREET PARKING REQUIREMENTS FOR PARKING DISTRICT NO. 1," AND SECTION 130-33, "OFF-STREET PARKING REQUIREMENTS FOR PARKING DISTRICTS NOS. 2, 3, 4, 5, 6, AND 7," TO ESTABLISH PARKING REQUIREMENTS FOR "TRANSIT INTERMODAL FACILITIES," AND ESTABLISHING SECTION 130-40, "BICYCLE PARKING REQUIREMENTS," TO ESTABLISH MINIMUM REQUIREMENTS FOR BICYCLE PARKING FOR "TRANSIT INTERMODAL FACULTIES"; AMENDING CHAPTER 130, "OFF-STREET PARKING," ARTICLE III, "DESIGN STANDARDS," SECTION 130-68, "COMMERCIAL AND NONCOMMERCIAL PARKING GARAGES," ESTABLISHING REGULATIONS AND TO ALLOW FOR UP TO FIVE STORIES IN ADDITIONAL BUILDING HEIGHT (50 FEET) SHOULD A "TRANSIT INTERMODAL FACILITY" BE AN ACCESSORY USE TO A MAIN USE PARKING GARAGE; BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," AT ARTICLE II, "DISTRICT REGULATIONS," TO INCLUDE A "TRANSIT INTERMODAL FACILITY" WITHIN THE LIST OF PERMITTED USES FOR THE FOLLOWING DISTRICTS: COMMERCIAL LOW INTENSITY (CD-1), COMMERCIAL, MEDIUM DENSITY (CD-2), COMMERCIAL, HIGH INTENSITY (CD-3), CIVIC AND GOVERNMENT USE (GU), HOSPITAL DISTRICT (HD), COMMERCIAL PERFORMANCE STANDARD, GENERAL MIXED USE (C-PS2), NORTH BEACH TOWN CENTER CORE (TC-1), NORTH BEACH TOWN CENTER MIXED USE (TC-2); BY ESTABLISHING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," AT ARTICLE V, "SPECIALIZED USE REGULATIONS," DIVISION 4, "TRANSIT INTERMODAL FACILITIES," TO ESTABLISH REGULATIONS AND PROVIDE UP TO FIVE STORIES IN ADDITIONAL HEIGHT (50 FEET) SHOULD A "TRANSIT INTERMODAL FACILITY" THAT IS NOT ASSOCIATED WITH A MAIN USE PARKING GARAGE BE AN INCLUDED USE WITHIN A PROPERTY OR UNIFIED DEVELOPMENT SITE WITHIN ONE OF THE ABOVE DISTRICTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ATTACHMENT 3
FUTURE LAND USE CATEGORIES TO PERMIT TRANSIT INTERMODAL FACILITES

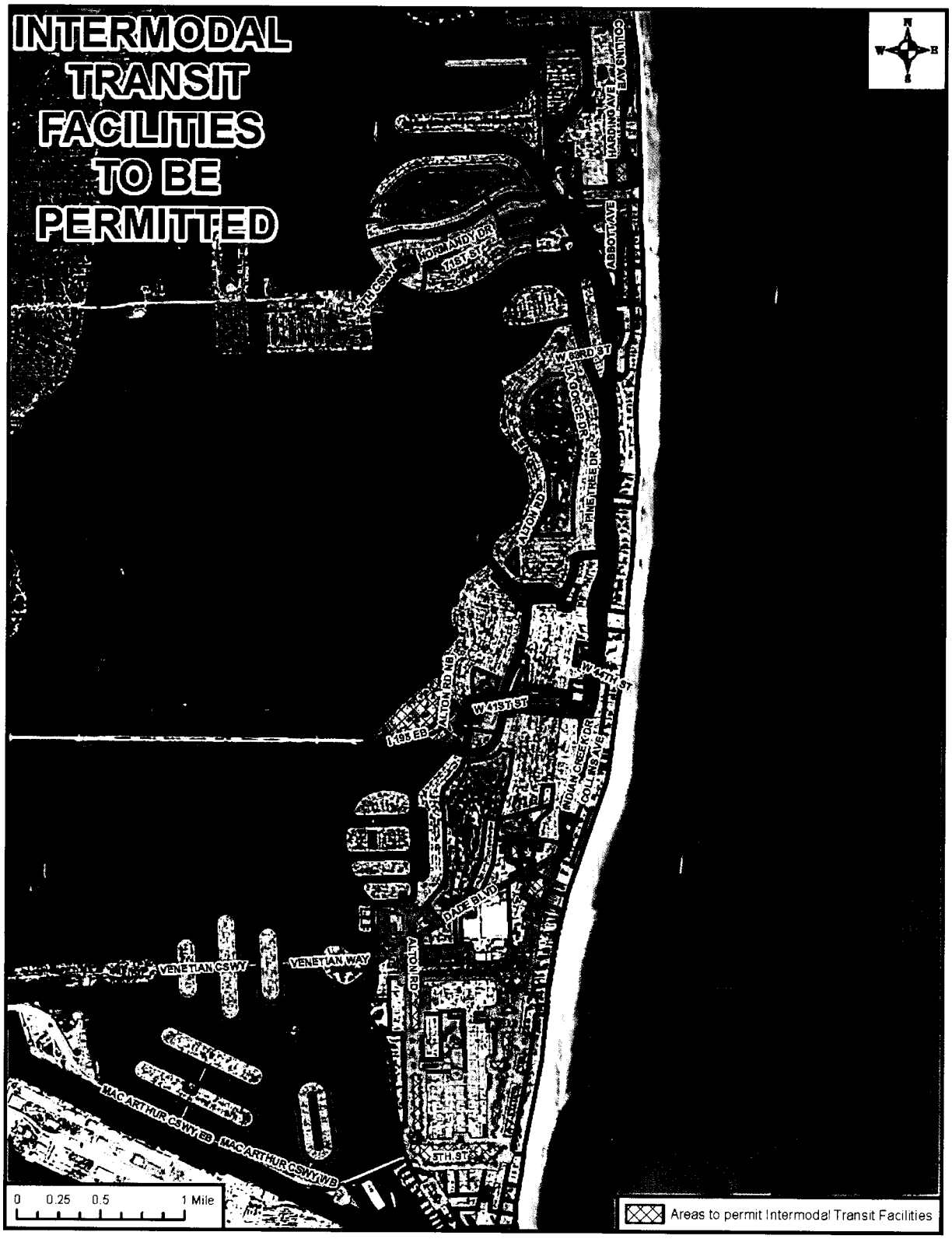
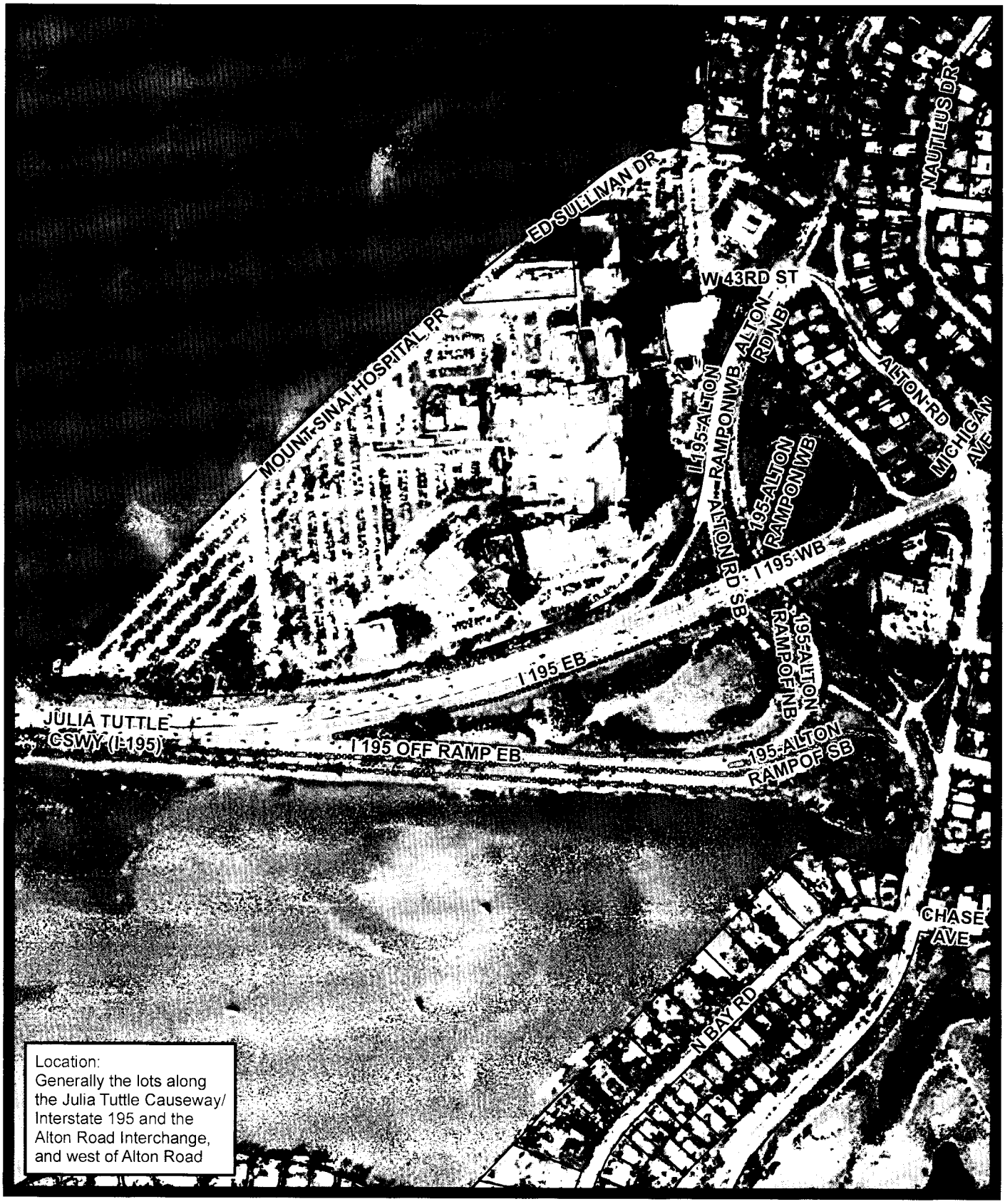


Exhibit A



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N W E S

COMPREHENSIVE PLAN – TRANSIT INTERMODAL FACILITIES

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING POLICY 1.2 TO ALLOW "TRANSIT INTERMODAL FACILITIES" AS A PERMITTED USE WITH IN THE FOLLOWING LAND USE CATEGORIES: "GENERAL MIXED USE COMMERCIAL "PERFORMANCE STANDARD" CATEGORY (CPS-2)," PUBLIC FACILITY HOSPITAL - PF (PF-HD), PUBLIC FACILITY: GOVERNMENTAL USES (PF), "PARKING" (P), COMMERCIAL HIGH INTENSITY (CD-3), COMMERCIAL, MEDIUM INTENSITY (CD-2), COMMERCIAL, LOW INTENSITY (CD-1), NORTH BEACH TOWN CENTER CORE (TC-1), NORTH BEACH TOWN CENTER MIXED USE (TC-2); AMENDING THE FUTURE LAND USE MAP TO MODIFY THE DESIGNATION "RECREATION OPEN SPACE" (ROS) ALONG THE JULIA TUTTLE TO "PUBLIC FACILITY" (PF); AMENDING THE "PARKING" (P) LAND USE CATEGORY TO ALLOW RESIDENTIAL USES WHEN ASSOCIATED WITH A TRANSIT INTERMODAL FACILITY OR PARKING FACILITY; AMENDING THE TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF MIAMI BEACH, FLORIDA, BY UPDATING AND MODIFYING THE TRANSPORTATION ELEMENT; THE POLICIES WITHIN OBJECTIVE 1 ENTITLED "LEVEL OF SERVICE," TO REFLECT THE CITY'S ADOPTED MODE HIERARCHY, OBJECTIVE 2 ENTITLED "COORDINATION WITH LAND USE," TO DETAIL THE NEEDS FOR TRANSIT INTERMODAL FACILITIES, OBJECTIVE 3 ENTITLED "ROADWAY PLANNING, DESIGN AND CONSTRUCTION," TO INCORPORATE ADDITIONAL MULTIMODAL TRANSPORTATION OPTIONS, OBJECTIVE 4 ENTITLED "MASS TRANSIT," TO ENCOURAGE MASS TRANSIT OPTIONS THROUGH THE 2015 TRANSPIRATION MASTER PLAN, OBJECTIVE 6 ENTITLED "MULTI-MODAL TRANSPORTATION," TO CLARIFY STRATEGIES TO IMPLEMENT MULTI-MODAL TRANSPORTATION OPTIONS, OBJECTIVE 7 ENTITLED "ENHANCE, PROTECT, AND PRESERVE THE CITY'S NEIGHBORHOODS," TO CLARIFY COORDINATING AGENCIES AND STRATEGIES, OBJECTIVE 8 ENTITLED "PARKING," TO ENCOURAGE SMART PARKING SYSTEMS, OBJECTIVE 10 ENTITLED "TRANSPORTATION COORDINATION WITH OTHER JURISDICTIONS," TO REQUIRE COORDINATION RELATING TO "TRANSIT INTERMODAL FACILITIES," TO MODIFY GLOSSARY OF TERMS TO INCLUDE THE TERM "TRANSIT INTERMODAL FACILITY" AND RELATED DEFINITIONS, AND ESTABLISHING OBJECTIVE 5A, ENTITLED "TRANSIT MODE" TO DETAIL OPTIONS FOR TRANSPORTATION INFRASTRUCTURE; AMENDING THE POLICIES WITHIN THE INTERGOVERNMENTAL COORDINATION ELEMENT TO INCLUDE COORDINATION RELATING TRANSIT INTERMODAL FACILITIES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN, TRANSMITTAL; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission have recognized the need to encourage the development of transit infrastructure in the City; and

WHEREAS, the Mayor and City Commission recognize the need to construct facilities that allow for safe and convenient transfer between various modes of transportation; and

WHEREAS, the Mayor and City Commission have recognized the need to coordinate the development of transit infrastructure with regional transportation plans; and

WHEREAS, The City of Miami Beach Planning Board, which serves as the local planning agency, transmitted the amendments to the City Commission with a favorable recommendation; and

WHEREAS, the City Commission held a duly noticed public hearing, at which time it voted to transmit the text amendments for review by state, regional and local agencies as required by law; and

WHEREAS, the City Commission after careful consideration of this matter deems it advisable and in the best interest of the general welfare of the City of Miami Beach and its inhabitants to amend the 2025 Comprehensive Plan as hereinafter set forth; and

WHEREAS, the amendment set forth below is necessary to accomplish all of the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. The following amendment to the City's 2025 Comprehensive Plan Future Land Use Element is hereby adopted:

Low Intensity Commercial Category (CD-1)

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new low intensity commercial areas which primarily serve surrounding residential neighborhoods.

Uses which may be permitted: Various types of commercial uses including business and professional offices, retail sales and service establishments, eating and drinking establishments, ~~and~~ apartment residential uses, and transit intermodal facilities.

* * *

Medium Intensity Commercial Category (CD-2)

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new medium intensity commercial areas which serve the entire City.

Uses which may be Permitted: Various types of commercial uses including business and professional offices, retail sales and service establishments, eating and drinking establishments, apartment residential uses, apartment hotels, ~~and~~ hotels, and transit intermodal facilities.

* * *

High Intensity Commercial Category (CD-3)

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new medium intensity commercial areas which primarily serve the entire City.

Uses which may be Permitted: Various types of commercial uses including business and professional offices, retail sales and service establishments, eating and drinking establishments, apartment residential uses, apartment hotels, ~~and~~ hotels, and transit intermodal facilities.

* * *

Public Facility Hospital - PF (PF- HD)

Purpose: To provide development opportunities for existing hospital facilities.

Uses which may be permitted: hospital facilities, and transit intermodal facilities.

* * *

Public Facility: Governmental Uses (PF)

Purpose: To provide development opportunities for existing and new government uses.

Uses which may be permitted: Government uses, and transit intermodal facilities.

* * *

Parking (P)

Purpose: to provide development opportunities for existing and new parking facilities.

Uses which may be permitted; Parking facilities; ~~and~~ commercial uses when located on frontage opposite a land use category that permits commercial use; transit intermodal facilities; and apartments, apartment hotels when associated with a transit intermodal facility or parking facility.

* * *

General Mixed Use Commercial "Performance Standard" Category (C-PS2)

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new residential areas which accommodate a mix of different residential types developed in accordance with flexible design standards.
Uses which may be Permitted: Single family detached dwellings, single family attached dwellings, townhouse dwellings, apartments, apartment hotels, hotels ~~and~~ commercial uses, and transit intermodal facilities.

* * *

Town Center Core Category (TC-1)

Purpose: To encourage and enhance the high-intensity commercial employment center function of the Town Center's core area, as well as, support the Town Center's role as the hub of community-wide importance for business, office, retail, governmental services, culture and entertainment.

Uses which may be Permitted: Various types of commercial uses including, business and professional offices, retail sales and service establishments, eating and drinking establishments, ~~and~~ apartment residential uses, apartment hotels, ~~and~~ hotels, and transit intermodal facilities.

* * *

Town Center Commercial Category (TC-2)

Purpose: To provide support for medium intensity mixed-use (residential/nonresidential) projects with active retail ground floor uses.

Uses which may be Permitted: Various types of commercial uses including, business and professional offices, retail sales and service establishments, eating and drinking establishments, apartment residential uses, hotels, ~~and~~ apartment hotels, and transit intermodal facilities.

SECTION 2. The following amendment to the City's 2025 Comprehensive Plan Transportation Element is hereby adopted:

TRANSPORTATION ELEMENT

Goal: It shall be the goal of the City of Miami Beach to provide, maintain and improve a sustainable, safe, convenient and energy efficient multi-modal transportation system which:

- **Is focused on the mobility of people, not merely vehicles.**
- **Is coordinated with the City's Land Use Element.**
- **Is multi-modal as it recognizes and promotes alternative modes of transportation including: automobile, public transportation, bicycle and pedestrian, as well as levels of service and parking needs, based on the City's adopted modal priority.**
- **Is consistent with sustainable and environmentally friendly growth management principles.**
- **Is coordinated with the regional transportation network and other governmental agencies.**
- **Balances the needs of all current and future users.**
- **Ensures the economic vitality of the businesses within the City.**
- **Enhances the quality of life for the City's neighborhoods residents.**

Policy 1.1 **Roadway Basic Level of Service**

* * *

Policy 1.2: **Roadway Level of Service for Transportation Concurrency Management Areas**

* * *

Policy 1.3: **Adhering to Level of Service**

The City shall ensure that no development approvals are issued that would result in traffic volumes surpassing the cumulative allowable area-wide service volume based on the sum of the individual roadways' Level of Service Standard within the Transportation Concurrency Management Areas. However, City Commission may exempt publicly-owned facilities and Transit Intermodal Facilities through the Land Development regulations.

Policy 1.4: **Modification of Functional Classification**

The City shall consider the impacts of any future modification of the functional classification of various roadways on the allowable service volumes on specific roadways.

Policy 1.5: **Multi-Modal Level of Service** (please see Glossary of terms)

Roadway level of service is insufficient as a measure of multi-modal mobility in a mature city with land use intensities, mixed uses and the economic vitality such as Miami Beach. The City has undertaken an examination of total mobility ~~by 2015~~ completed in 2016 ~~in an attempt~~ to shift from roadway capacity and level of service to an overall mobility system capacity and level of service. ~~This will require quantifying capacities and levels of service for the physical roadway system, the transit network, the pedestrian network and the bicycle network. The results will be used as a guide for the planning and implementation of mobility improvements.~~ The City's adopted 2015 Transportation Master Plan and adopted modal prioritization reflects the prioritization of transit through the development of exclusive transit lanes in the long term, while at the same prioritizing bicycles and pedestrians (depending on the corridors) to promote the safety of these alternative modes and the health of the community.

RESOLUTION NO. 2015-29083

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE MODE HIERARCHY PRESENTED AT THE MARCH 18, 2015 CITY COMMISSION WORKSHOP ON TRANSPORTATION.

WHEREAS, given the existing traffic congestion, the high number of special events, and the limited capacity in the City of Miami Beach's transportation network, residents and visitors have experienced an increased level of difficulty moving though the City; and

WHEREAS, the City has not completed a Transportation Master Plan since 1999, and

WHEREAS, in 2014, the City engaged Gannett Fleming to complete a new City of Miami Beach Transportation Master Plan; and

WHEREAS, Gannet Fleming evaluated existing conditions and collected data for transit, traffic, and pedestrians throughout the City; and

WHEREAS, on March 18, 2015, the City held a Commission Workshop on Transportation which included an overview of the Transportation Master Plan prepared by Gannett Fleming and a proposal for a transportation mode hierarchy; and

WHEREAS, based on analytical contrasts of vehicular throughput and people throughput, the Administration recommended a transportation mode hierarchy consisting of: 1- Pedestrians, 2- Transit, Bicycles, Freight (depending on the corridor), 3- Private Vehicles, and

WHEREAS, the Administration believes that the proposed mode hierarchy will change the paradigm of transportation in Miami Beach and appropriately respond to growth in population and tourism; and

WHEREAS, based on the proposed mode hierarchy, Gannett Fleming will generate projects focusing on enhancing alternative modes of transportation and reducing traffic congestion, and

WHEREAS, City Commissioners present at the March 18, 2015 Commission Workshop on Transportation supported the proposed mode hierarchy presented by the Administration

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby adopt the mode hierarchy presented at the March 18, 2015 City of Miami Beach Commission Transportation Workshop consisting of: 1- Pedestrians, 2- Transit, Bicycles, Freight (depending on the corridor), and 3- Private Vehicles

PASSED and ADOPTED this 8 day of July, 2015.

ATTEST:

7/29/15

Rafael E. Granado, City Clerk

Philip Levine, Mayor

MIAMI BEACH INCORPORATED MARCH 26 19

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 7/1/15 Date

The City shall evaluate its transportation system as it relates to the land use element of this comprehensive plan in an effort to encourage commercial development which is mixed use, multi-modal (intermodal transit facility, transit center, or transit stop) in nature and which ultimately enhances mobility.

* * *

Policy 2.2: Impact of Land Use Changes on the Multi-Modal System

The City shall assess the impacts of future land use changes on the overall transportation system, including roadway, transit (including but not limited to light rail transit/modern streetcar, bus, trolley, rail, and marine), bicycle and pedestrian levels of service.

Policy 2.3: Transit Oriented Design (TOD) and Transit Intermodal Facilities, Transfer Centers and Stops (please see Glossary of terms)

By 2015, the City shall examine the type of incentives and create design guidelines for TODs within the City. The City shall include transit intermodal facilities, transfer centers and transfer stops into Land Use and Design guidelines to achieve context-sensitive integration with residential and commercial land uses. Locations for maintenance and storage of transit infrastructure should be included.

Policy 2.4 Transfer Locations

The City shall maintain regular coordination with Miami-Dade County Department of Transportation and Public Works (DTPW) to construct transit intermodal facilities and transfer centers to serve existing and future multi-modal transportation uses. The City shall ensure success of the transit environment with proper management and transfer options to facilitate safe, efficient and convenient transfers and highest standards of passenger amenities to serve transit riders. Transfers are an essential part of an effective transit system because they maximize the coverage area and mobility options. Hence, in order to obtain a successful transit environment, it is of critical importance to provide safe, efficient and attractive transfer stops/centers to enhance mobility, provide safe and amenity-rich transit services that support the surrounding community through context-sensitive design and integration. In designing transfer locations the City shall take into consideration adjacent projects, integrate the culture of the surrounding community, and potentially venture into joint development with other sectors (such as retail and/or civic spaces). Furthermore, the City shall ensure that potential noise, air quality and other environmental impacts are identified and mitigated as appropriate.

* * *

Policy 3.2: Roadway Projects

The City shall undertake necessary steps to meet the required level of service on the links and intersections included in the City's transportation network, consistent with the 2015 Transportation Master Plan, the 2015 Bicycle Pedestrian Master Plan, and the Miami Beach Street Design Guidelines (April 2016). The proposed projects are a result of the needs assessment performed as part of this Transportation Element and included in the Data, Inventory and Analysis section,

* * *

Policy 3.4: Sustainable Development (please see Glossary of terms)

The City shall plan, design and construct roadway projects and provide approval for commercial roadway projects that minimize consumption of non-renewable resources, limit consumption of renewable resources to sustainable yield levels, reuse and recycle its components, and minimize the use of land and production of noise. To this end, the City shall integrate multimodal transportation facilities to reduce reliance on automobiles through initiatives such as:

- **Trolley system expansion.**
- **Light Rail Transit/Modern Streetcar** development throughout the City to enable access to longer distances without the need for a private vehicle.
- **Integration of Trolley and Light Rail Transit/Modern Streetcar service to achieve optimal connectivity.**
- **Exclusive Transit Lanes.** As a way to incorporate the overall vision for an interconnected and reliable transit network for the City, exclusive transit lanes were considered for corridors with prioritized transit modes. The provision of a lane(s) solely dedicated to transit offers a range of operations and economic opportunities for a corridor.

  Exclusive transit lanes allow for the implementation of Light Rail/Modern Street Car, Bus Rapid Transit (BRT), and Enhanced bus systems and improve the reliability of traditional bus service. Light Rail/Modern Streetcars, BRT and Enhanced Bus systems are forms of rapid transit that combine stations, vehicles, services, and ITS elements into an integrated system with a predominant identity. The City is studying Light Rail/Modern Streetcar, BRT and Enhanced projects to determine demand, cost, benefit, and impact.
- **Concurrent flow bus lanes** should allow at least two adjacent general traffic lanes in the same direction of travel.
- **Contra flow bus lanes** should allow at least two traffic lanes in the opposite direction of travel, as deemed technically feasible.
- ~~**Expansion of the South Beach Local Circulator**, including route changes to incorporate Belle Island and the Cultural Campus, which will further integrate multimodal transportation facilities with various neighborhoods and provide linkages to commercial centers, recreational amenities and cultural assets~~
- ~~**A North Beach Circulator** by continuing to work with Miami-Dade Transit to finalize the implementation of this service~~
- **Expansion of the Atlantic Greenway Network** by continued negotiation with property owners along the Atlantic Ocean and along Biscayne Bay.
- **Bicycle rack installations: City will maintain the approximately 500 bike racks installed in 2015-2016, and continue to install additional bike racks as recommended in the 2015 Bicycle Pedestrian Master Plan** ~~to provide safe and secure bicycle parking for bicyclists in Miami Beach. By the end of 2015 it is estimated that approximately 500 bicycle racks will be installed~~ in safe, convenient locations along commercial corridors, residential areas and public facilities. Bicycling as an alternative form of transportation will increase the quality of life for our community by reducing traffic congestion.
- **The City will adhere to the policy governing protected bicycle lanes as contained in the 2015 Bicycle Pedestrian Master Plan.**
- **Bicycle rental program** – The City already started this program with a proposal to install up to 85 kiosks of approximately 16 bikes per kiosks. The benefits of this program include

reduced traffic congestion, improved air quality, quieter and more livable streets and the opportunity for citizens to improve their health through exercise.

- **Shared car program** will allow for the short term access to vehicles by residents and visitors reducing the need for vehicle ownership and encouraging the use of alternative modes of transportation.

* * *

OBJECTIVE 4: MASS TRANSIT

The City shall work with transportation partners, specifically Miami-Dade Transit, to provide residents and visitors with ~~an efficient~~ convenient, reliable, safe, and comfortable public mass transportation system and provide transit intermodal facilities, transit centers or transit stops.

Policy 4.1: Meeting Transit Level of Service

The City shall maintain consistency with the transit level of service standard of Miami-Dade County Comprehensive Plan Within this planning period the City will continue to perform studies which examine the use of Light Rail/Modern Streetcar, Bus Rapid Transit, ~~street cars~~ trolleys, preemptive traffic signals and any other technologies appropriate for Miami Beach. The City shall continue to follow the guidelines and standards as outlined in recent planning studies such as the Coastal Communities Transportation Management Plan and the Coastal Communities Transit Study, 2015 Transportation Master Plan.

Policy 4.1.1 Reliance on Transit Services.

Transit services within the City of Miami Beach consist of regional and local routes operated and maintained by Miami-Dade County (MDC), and a local trolley service provided by City. The City's 2015 Transportation Master Plan prioritizes continued expansion of transit services, as there is a growing proportion of the City's daily population that is reliant on these transit services to enter, travel within, and/or leave Miami Beach. The City desires to continually increase the number of persons within the City and region to use Transit Services, and for the City to provide more convenient, reliable, safe, and comfortable mobility options.

Policy 4.2: Minimum Peak Hour Service Standard

The City shall coordinate with ~~Miami-Dade Transit~~ DTPW by 2012 so that the minimum peak hour mass transit level of service standards provided by DTPW within the City shall be done with public transit service having no greater than ~~30~~ 15 minute headways and an average route spacing of ¼ mile provided that:

* * *

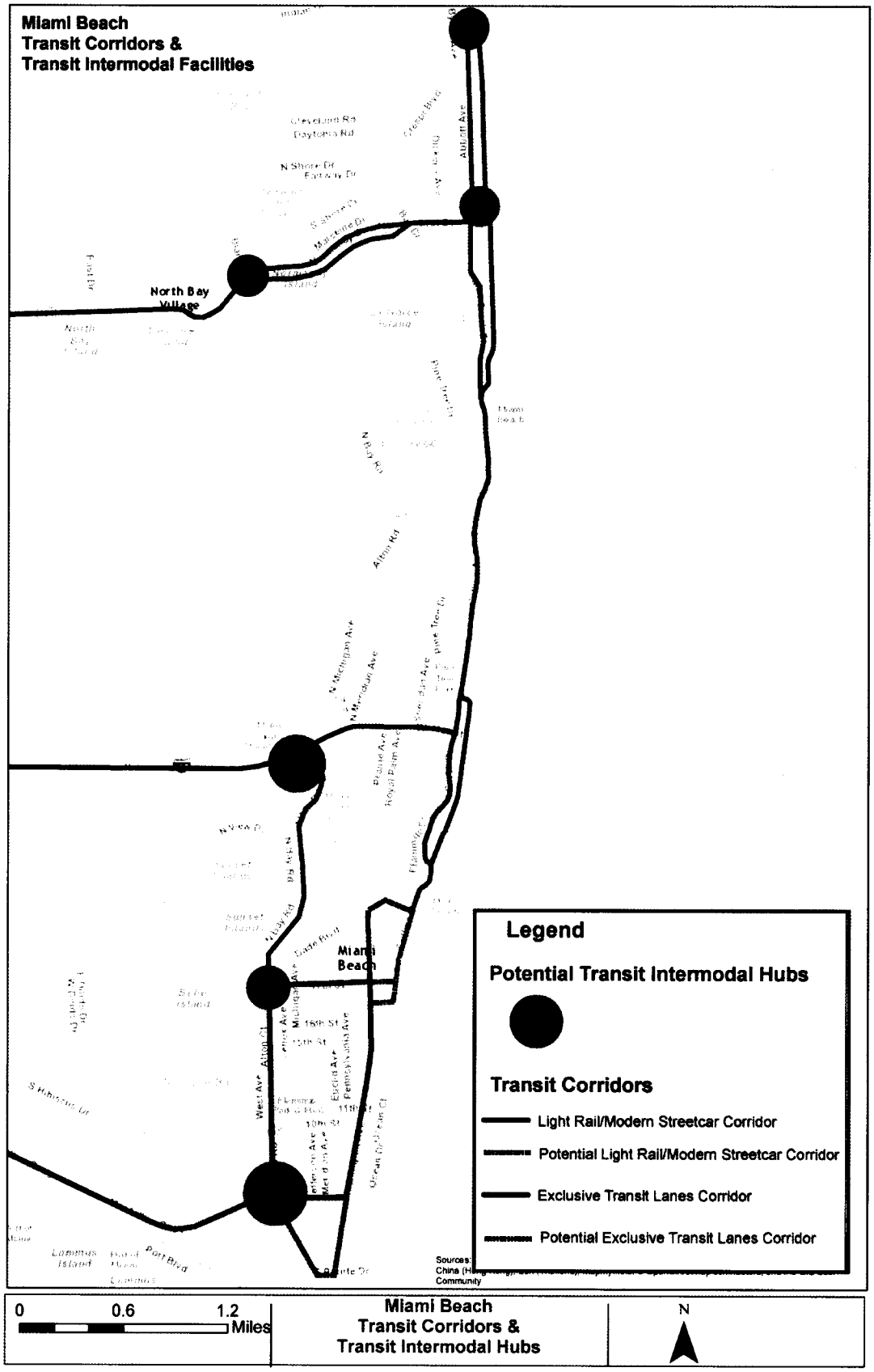
Policy 4.4: Enhanced Transit Amenities

The City shall coordinate with Miami-Dade Transit to provide enhanced transit amenities, such as transit intermodal facilities, with integral parking and/or park-and-ride facilities as appropriate,

dedicated to transit patrons. This coordination with DTPW shall include transit centers , and transit stops ~~bus shelters, intermodal facilities, buses, implementation of bus rapid transit (BRT) along(please see glossary of terms) selected corridors,~~ with real time transit location information at ~~shelters and at intermodal terminals~~ these facilities, more comfortable ~~bus~~ seating, bicycle facilities, customer WiFi, and other passenger amenities~~, etc~~.

Policy 4.5: Transit Intermodal Facilities/Transfer Centers/Transit Stops.

The City shall continue to coordinate with ~~the MDT~~ DTPW to construct transit intermodal intermodal facilities to serve transportation uses that support the future exclusive transit lanes identified in the 2015 Transportation Master Plan at intercept locations entering the City and shown in the "Miami Beach Transit Corridors and Transit Intermodal Facilities" map. The City shall develop transfer centers and stops to ensure that longer distance travel, not readily accessible by foot or bicycle, are accommodated to provide enhanced mobility between the City of Miami Beach, Downtown Miami and beyond. ~~which shall include the South Beach Local and Miami-Dade Transit buses, and other means of transportation that may be available in the future; and the intermodal transit centers to be located in North Beach and South Beach~~.


Miami Beach
Transit Corridors &
Transit Intermodal Facilities
North Bay Village
Miami Beach
Legend
Potential Transit Intermodal Hubs
Transit Corridors
Light Rail/Modern Streetcar Corridor
Potential Light Rail/Modern Streetcar Corridor
Exclusive Transit Lanes Corridor
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Miami Beach
Transit Corridors &
Transit Intermodal Hubs
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Policy 4.6: Providing Basic Transit Infrastructure

Development approval for sites located on main thoroughfares within existing transit routes shall be required where appropriate, to construct a concrete pad and dedicate an easement to Miami Beach or Miami-Dade Transit (or its successor agencies) for public transit uses. The dedicated easement shall be of sufficient size to allow for American with Disabilities Act (ADA) access to transit and for future shelter placement. Fair share contributions in lieu of easement dedication may be granted when an existing bus shelter or pad is located within ¼ mile from the proposed development on the same side of the roadway. Appropriate bus stop facility locations shall be determined by analyzing the existing need on established routes and assessing the existing built environment such as the width of the sidewalk, the presence of a sidewalk and/or the location of any existing structures. Bus routes with the highest ridership and located on an existing bike route will be the highest priority for facility placement.

Development approval for sites located on main thoroughfares within existing transit routes shall be required where appropriate, to ~~construct~~ incorporate transit facilities ~~a concrete pad~~ and dedicate an easement to Miami Beach ~~or Miami-Dade Transit (or its successor agencies)~~ for public transit ~~uses~~ amenities. The dedicated easement shall be of sufficient size to allow for 1) American with Disabilities Act (ADA) access to transit ~~and~~ 2) for future shelter placement 3) for future placement of shared bike facilities. Fair share contributions in lieu of easement dedication may be granted when an existing bus shelter, ~~or~~ pad, or shared bike facility is located within ¼ mile from the proposed development on the same side of the roadway. Appropriate bus stop facility locations shall be determined by analyzing the existing need on established routes and assessing the existing built environment such as the width of the sidewalk, the presence of a sidewalk and/or the location of any existing structures. ~~Bus~~ Transit routes with the highest ridership and located on an existing bike route will be the highest priority for facility placement.

Policy 4.7: Reserved ~~North Beach and Middle Beach Circulators~~

~~The City shall plan, design, seek funding for and implement local circulator systems in North Beach and Middle Beach.~~

Policy 4.8: Coastal Communities Transit Plan

The City shall ~~work~~ pursue ~~with Miami-Dade Transit to implement~~ relevant transit recommendations included in the ~~Coastal Communities Transit~~ 2015 Transportation Master Plan, including working with DTPW to implement recommendations requiring County participation. ~~This study is a detailed analysis of transit ridership to recommend efforts focused on providing express service along the AIA corridor, while providing local service via circulator systems in North Beach, Middle Beach, and South Beach, all connected by intermodal transfer facilities. More specifically this study made recommendations including but not limited to~~ as outlined below:

* * *

Policy 4.9: Transit Routes

The City shall continue to coordinate with MD~~T~~C to ensure that transit service within the South Beach, Middle Beach and North Beach TCMA's maximize mobility and reflects routes which serve to facilitate movement within the City, while preserving the historic character of the community.

Policy 4.10: Special Transit Services

The City shall continue to encourage ~~Miami-Dade Transit~~ MDC to provide a more convenient, accessible, and equitable paratransit services to all eligible users within Miami Beach including the elderly, handicapped, low income and other transit dependent users.

Policy 4.11: Beach Corridor Transit Connection Project (formerly known as Baylink) ~~Cross-Bay Transit Alternative~~

The City shall continue to pursue the component of the Metropolitan Planning Organization (MPO) 2015 Beach Corridor Transit Connection Study that is located in the south beach portion of Miami Dade (South of Dade Blvd and east of Biscayne Bay. This study provided an update to and reaffirmed the 2014 Baylink Project Study which recommended a mass transit connection from downtown Miami the Miami Beach Convention Center across the McArthur Causeway.

The City encourages ~~MDT~~ FDOT, MDC, the City of Miami and the Metropolitan Planning Organization (MPO) to move forward with the recommendations of the Policy Executive Committee for the 2015 Beach Corridor Transit Connection Study (consisting of Mayors of Miami Beach, Miami, and Miami-Dade County, as well as 2 Miami-Dade Commissioners) to complete the Project Development and Engineering for McArthur Causeway portion of the Project as expeditiously as possible ~~study the feasibility of a connecting Miami Beach by transit to the Airport and Downtown Miami~~.

~~**Policy 4.12: Support for Northeast Corridor**~~

~~The City supports the reprioritization of the Northeast Corridor on the Long Range Transportation Plan (LRTP) to number 1, and subsequent implementation of the Northeast Corridor transit line to improve connectivity from Miami and Miami Beach to Northeast Miami-Dade and Broward Counties.~~

* * *

OBJECTIVE 5A: TRANSIT MODE.

An essential component to meet the mobility needs of Miami Beach's residents, visitors, and employees, improve and sustain the City's economic vitality, and support the growth and development of urban mixed-use centers, is providing a prevalent system of interconnected transit services.

Policy 5A.1: Transit Serves as an Alternative to the Private Automobile.

Transit should serve as an alternative to the private automobile in reaching the City from the mainland and be able to make longer trips to connect between many of the City's important destinations that may be too far for people to walk or bike. Therefore, providing high quality transit service is an important part of developing a sustainable transportation system and providing options to travel to and within the City without the need to rely on a private vehicle.

Policy 5A.2: Reliance on transit services.

Transit services within the City of Miami Beach consist of regional and local routes operated and maintained by Miami-Dade Transit (MDT), and a local trolley service provided by City. The City should continue to expand transit services, as there is a growing proportion of the City's daily population that is reliant on these transit services to enter, travel within, and/or leave Miami Beach. The City desires to continually increase the number of persons within the City and region to use Transit Services, and for the City to provide more reliable mobility options.

Policy 5A.3 Transit Infrastructure.

The City should explore, determine usability, cost effectiveness and design of these possible transit infrastructure programs:

a. Exclusive Transit Lanes. As a way to incorporate the overall vision for and interconnected and reliable transit network for the City, exclusive transit lanes were considered for the development of recommendations for corridors in which the transit mode is prioritized. The provision of a lane(s) solely dedicated to transit offers a range of opportunities for a corridor, those being in the operations sector as well as the economic one. Any recommendation of exclusive transit right-of-way within any major City corridor should be measured on its viability and overall suitability for the specific corridor, and studied accordingly. The following should serve as a guideline when analyzing future feasibility of any project recommended by this TMP considering exclusive transit lanes.
b. Exclusive transit lanes allow for the implementation of Bus Rapid Transit (BRT) systems. BRT is a form of rapid transit that combines stations, vehicles, services, and ITS elements into an integrated system with a predominant identity. The City is study BRT projects to determine demand, cost, benefit, and impact.
c. High Occupancy buses. Buses have higher occupancies than automobiles; hence economic benefits can result from increased ridership. Higher ridership numbers could lead to fewer automobiles on the roadway, which could translate into passenger time savings as well as a reduction on automobile operating and maintenance costs.
d. Concurrent flow bus lanes should allow at least two adjacent general traffic lanes in the same direction of travel.
e. Contra flow bus lanes should allow at least two traffic lanes in the opposite direction of travel.

Policy 5A.4 Capacity and Operational Strategies

The City should encourage and explore various operational Strategies including:

a. Realigned transit service schedules.
b. Monitoring the security of transit patrons, stations, and vehicles.
c. Enhanced transit amenities and safety.
d. Universal fare cards for regions with multiple transit agencies.
e. Installation of bus-priority traffic signals.
f. Provision, if feasible, of queue-jumper lanes at intersections where there are no stops.
g. Consolidation of stops.

Policy 5A.5 Transfer Locations

The City shall maintain constant coordination with MDT to construct intermodal transit facilities to serve existing and future multi-modal transportation uses. The City shall ensure success of the transit environment with proper management and transfer options to minimize delays, missed departures, long wait times, and/or bus crowding due by ensuring adequate or sufficient infrastructure. Transfers are an essential part of an effective transit system because they maximize the coverage area and diversity of active transportation services. Hence, in order to obtain a successful transit environment, it is of critical importance to provide efficient and attractive transfer stops/centers to improve the quality of transit services as well as support the surrounding community. In designing transfer locations the City shall take into consideration adjacent projects, integrate the culture of the surrounding community, and potentially venture into joint development with other sectors (such as retail and/or civic spaces). Further, the City shall ensure that the transfer locations do not contribute to unwanted noise, emissions, and potentially loitering passengers.

Policy 5A.6 Transfer stops/center.

Through Transfer stops or centers the City seeks to improve livability, mobility, and accessibility. The City shall identify key locations based on existing transit activity (boardings and alightings, converging transit routes, available right-of-way (ROW), existing infrastructure, surrounding neighborhoods, transportation priorities, and existing and future land use. The City shall also consider ridership data and converging transit routes locations as to where transfer stops/centers are likely to be needed within the City.

Policy 5A.7 Enhanced transit amenities.

The City shall coordinate with Miami-Dade Transit to provide enhanced transit amenities, such as bus shelters, intermodal facilities, parking, park and ride amenities, transfer stations/centers, buses, implementation of bus rapid transit (BRT) along selected corridors, real time transit location information at shelters, exclusive bus lanes, and at intermodal terminals, more comfortable bus seating, and passenger amenities, etc.

Policy 5A.8: Providing basic transit infrastructure.

Development approval for sites located on main thoroughfares within existing transit routes shall be required where appropriate, to construct appropriate transit facilities and/or dedicate an

easement to Miami Beach or Miami-Dade transit (or its successor agencies) for public transit uses. The dedicated easement shall be of sufficient size to allow for American with disabilities act (ADA) access to transit and for future shelter placement. Fair share contributions in lieu of easement dedication may be granted when an existing bus shelter or pad is located within ¼ mile from the proposed development on the same side of the roadway. Appropriate bus stop facility locations shall be determined by analyzing the existing need on established routes and assessing the existing built environment such as the width of the sidewalk, the presence of a sidewalk and/or the location of any existing structures. Bus routes with the highest ridership and located on an existing bike route will be the highest priority for facility placement.

Policy 5A.9: North Beach and Middle Beach circulators (local circulators systems).

The City shall plan, design, seek funding for and implement local circulator systems in North Beach and Middle Beach. The City shall continue to plan and coordinate with Miami-Dade Transit (MDT) and the Florida Department of Transportation (FDOT) to develop a connected circulator system that feeds regional routes and future rail connections.

* * *

OBJECTIVE 6: MULTI-MODAL TRANSPORTATION AND MOBILITY STRATEGIES

The City shall continue to support and promote multiple modes of transportation by considering Transportation Demand Management (TDM), Transportation Systems Management (TSM) , and other techniques.

Policy 6.1: Transportation Systems Management (please see Glossary of terms)

Through the site plan review process, the City shall ~~educate~~ require ~~the development community and encourage~~ appropriate TSM strategies to improve the mobility systems efficiency, effectiveness and safety. These may include but are not limited to:

- Site access management and safety
- Parking facilities and programs
- The implementation of programs that support carpools, vanpools or ridesharing
- ~~Traffic management and traffic monitoring programs~~
- ~~Incident management~~
- ~~Congestion management~~
- ~~Access management~~
- ~~Parking policies which discourage single-occupancy vehicles~~
- ~~The encouragement of carpools, vanpools or ridesharing~~
- ~~Programs or projects that improve traffic flow, including projects to improve signalization~~
- ~~On road bicycle lanes, bicycle parking, and bicycle amenities at commercial and residential uses~~
- ~~Improve intersections, and implement Intelligent Transportation Systems (ITS) strategies, including Pedestrian oriented intersection design strategies~~
- ~~Pedestrian countdown signals~~

Policy 6.2: Transportation Demand Management (please see Glossary of terms)

~~Through the site plan review process, the City shall educate the development community and encourage appropriate TDM strategies to improve the mobility systems efficiency, effectiveness and safety. These may include but are not limited to efforts to~~ The City shall develop and implement a Transportation Demand Management (TDM) program, intended to reduce the dependence on single-occupant vehicle trips, and the encouragement of the use of bicycle, pedestrian and transit modes as a means of commuting and recreational mobility. These may include, but are not limited to:

- carpools,
- van pools,
- demand response service,
- ~~paratransit services (for special needs population),~~
- public/private provision of transit service, transfer hubs, transfer stops, parking facilities dedicated to transit patrons, and carpools
- bike sharing, or shared car initiatives,
- provision of short term and long term bicycle parking, showers and changing facilities,
- provision of parking for carpools,
- alternative hours of travel, including flexible work hours, staggered work shifts, compressed work weeks and telecommuting options,
- subsidy of transit fares,
- used of long term parking to be developed at City's entry points,
- shared vehicular and pedestrian access for compatible land uses, where possible,
- shared parking agreements for compatible land uses, where possible~~,~~.
- ~~provision of transit amenities,~~
- ~~car share vehicle parking.~~

Policy 6.3: Intelligent Transportation Systems (please see Glossary of terms)

The City shall ~~coordinate with and support FDOT in the pursuit of~~ pursue implementation of Intelligent Transportation Systems (ITS), to help manage congestion on facilities within Miami Beach as well as those facilities connecting the City with the mainland transportation system. This may include using various forms of technology, not limited to cameras, and electronic signage, to inform travelers of the condition of the transportation system, roadway level of service, and availability of parking citywide.

Policy 6.4: Balancing Modal Split

The City shall attempt to better balance the mode split between automobiles and alternative modes of transportation, such as bicycling and transit, particularly in the morning, afternoon and evening peak hour periods. The City currently has a transportation mode split of its daily population of 64% private vehicles, 11% mass transit, 10% walking, 5% biking, and 10% others. In the meantime, the City will use the MPO's regional model to establish the modal split within the City. The City shall create transit hubs, transit centers and stops to integrate the various modes at one location according to modal priority.

Policy 6.5: Mode Split Analysis

The City currently has a transportation mode split of its daily population of 64% private vehicles, 11% mass transit, 10% walking, 5% biking, and 10% others. The City shall strive to achieve its 2035 vision of a transportation mode split of 43% private vehicles. 20% mass transit, 17% walking, 10% biking, and 10% others through support of and implementation of multimodal transportation improvements. ~~By 2015, the City shall undertake an analysis that determines the baseline mode split, then set a target mode split to be achieved in a certain period of time.~~

Policy 6.6: Funding Multimodal Improvements

The City has implemented a Transportation fund with dedicated funds from 45% of the 1% Quality of Life Resort Tax revenues. The City shall examine the feasibility of ~~developing~~ expanding sources of revenue for a transportation trust fund in which to invest its revenue generated via taxes or development fees, etc. and which will be earmarked towards the implementation of scheduled transportation improvements, in coordination with long-term master planning efforts.

Policy 6.7: Prioritizing Multimodal Improvements

~~As a method of achieving a balance between an efficient and effective level of service and an adequate mode split, by 2015, t~~The City shall continue implementation of prioritized multimodal improvements, as documented in the 2015 TMP. ~~examine placing a higher priority on the development and implementation of alternative mode projects, than it would on physical capacity projects. A method of doing so may be to spend an increased percentage of City transportation funds, taken from all sources, on transit or alternative mode projects in lieu of physical capacity projects.~~

Policy 6.8: Multimodalism as a Condition of Development Approval

As part of the plan review and approval process, the City shall negotiate with applicants for necessary improvements and enhancements on the private property, such as, but not limited to, dedications or easements for transit bus stops as part of the City's multimodal network. Allow public – private development of transit intermodal facilities, centers and stops that may integrate commercial and residential uses.

Policy 6.9: Reducing Modal Conflict

The City will work to reduce conflicts among various modes of transportation. This shall be done through:

a. Establishment of enhanced intersections with more pedestrian-friendly and safe crosswalks with enhanced signage;

b. The development of bike paths and lanes with bollards and raised islands to increase safety at intersections by preventing vehicles from entering special

lanes.

c. Develop transit hubs, centers and stops to ensure user safety and convenience.

d. Adopt new pavement markings, presented in the 2016 Bicycle-Pedestrian Master Plan (i.e. Bicycle boulevard pavement marking), and continue to implement colored bicycle boxes at intersections, points of conflicts, and other recommended locations citywide.

* * *

Policy 6.12: Reserved ~~Multimodal Options~~

~~The City shall promote alternate transportation modes and implement the transit, pedestrian, bicycle and other modes of transportation pursuant to F.A.C. 9J-5 in Transportation Concurrency Management Areas as follows:~~

~~a. Continue implementing the projects in the "Bike Master Plan" in the Capital Improvement Program (CIP) prioritizing those projects where there are gaps on the bicycle and pedestrian network. Current priority CIP funded projects include the Beach Walk Phase II, and Middle Beach Recreation Corridor – Phase I Pedestrian Bike Path.~~

~~b. Continue supplementing the MMP Project Bank with projects from "Coastal Communities Transit Master Plan" These, upon approval, would be added to the CIP.~~

~~c. Continue coordination with Miami-Dade Transit to implement the Middle and North Beach Circulators. Current priority CIP funded projects include the North Beach Intermodal Center.~~

~~d. Continue improving multimodal infrastructure including pedestrian and bicycle pathways, secure bicycle parking, transit shelters, and transit amenities including bike racks on buses. Through the land development code and site plan review process, the City will continue providing amenities and incentives to alternate modes of transportation. Current priority CIP funded projects include the installation of crosswalks, curb ramp installation/maintenance and pedestrian countdown signals in various locations throughout Miami Beach.~~

~~e. Implementing projects that accommodate all users of the transportation system, including pedestrians, bicyclists, users of mass transit, people with disabilities, the elderly, motorists, freight providers, emergency responders, and adjacent land users.~~

Policy 6.13: Reserved ~~Coastal Communities Transportation Master Plan~~

~~The City shall coordinate with the Florida Department of Transportation and Miami-Dade County, to implement relevant recommendations of the Coastal Communities Transportation Master Plan. This study is a sub regional multi-modal transportation master plan, which used extensive public involvement combined with a state of the art origin and destination study to recommend efforts in the areas of capacity, corridors, alternative modes and policies, in short term, mid term and long term time frames.~~

Policy 6.14: Transportation Planning

~~The City shall treat its Municipal Mobility Plan, its Coastal Communities Transportation Master Plan, and its AGN as living documents, which should be updated on a regular basis.~~ The City is currently using the ~~Municipal Mobility Plan and the Coastal Communities~~2015 Transportation Master Plan as a basis for capital budgeting and transportation planning efforts. ~~In the next five years the City shall initiate a transportation master plan that will be a living document, updated on a regular basis, and will guide all capital budgeting and transportation planning efforts~~ The City shall treat its Municipal Mobility Plan its Transportation Master Plan, and Bicycle Pedestrian Master Plan as living documents, which should be updated on a regular basis. The City should update the Transportation Master Plan every five years.

Policy 6.15: Transit Intermodal ~~Feasibility~~ Facilities Plan

~~The City shall undertake an intermodal feasibility study to locate intermodal connectivity, parking and transfer facilities to connect the future transit system as described in the Coastal Communities Transit Plan and Coastal Communities Transportation Master Plan.~~

The City should pursue the implantation of Intermodal Transit Facilities in association with the implementation of the exclusive transit lanes, the 2015 Transportation Master Plan.

TMP identified transfers as an essential part of an effective transit system because they maximize the coverage area and diversity of active transportation services. Hence, in order to obtain a successful transit environment, it is of critical importance to provide efficient and attractive transfer stops/centers to improve the quality of transit services as well as support the surrounding community. Transfer stops, transfer center/stations, and park-and-rides (intercept garages) are all defined in the TMP as different types of transit infrastructure. The City should pursue intercept parking as part of intermodal transfer facilities to reduce vehicles coming onto Miami Beach.

* * *

Policy 6.17: Reserved ~~Collins / Harding, Two Way Pair~~

~~The City shall work with FDOT and the County to reevaluate the feasibility of creating the Collins/Harding corridor between the northern city limit and the 72nd Street area, as a pair of bi-directional roadways.~~

Policy 6.18: Corridor Safety

The City shall undertake an evaluation of the existing transportation corridors in an attempt to enhance safety and optimize mobility for all modes of transportation. In addition, the City should encourage the development of an intersection safety program in which intersections with skewed geometries or high crash intensities are specifically reviewed and analyzed by a traffic engineer to improve safety for all modes of transportation.

***

Policy 7.2: Neighborhood Protection

The City shall strive to protect the residential neighborhoods from unnecessary traffic intrusion through ~~an~~ the evaluation and implementation ~~of~~ and implementation of the the various traffic calming, regulatory or operational alternatives identified in the adopted Street-Design Guidelines which would provide incentives for non local traffic to remain on the designated arterial network.

Policy 7.3: Discourage Cut-through Traffic

The City ~~Public Works Department~~ will work with Miami-Dade County and FDOT to recommend changes to its engineering design criteria to provide appropriate access management techniques to discourage neighborhood cut-through traffic. These may include but shall not be limited to:

- Access on the highest-classified street where City or FDOT standards can be met;
- Joint access, cross access, and shared access;
- Raised median diverters;
- ~~Angled entrances and exits and other driveway configurations which channel traffic away from the neighborhood;~~
- ~~Enforceable signs ("do not enter", "no thru traffic," etc.);~~
- ~~Building orientation away from the neighborhood, including drive-through windows;~~
- ~~Internal traffic circulation to discourage use of adjacent side streets;~~
- Pedestrian access to encourage walking, rather than driving, short distances;
- Transit orientation, including safe and convenient pedestrian routes to the nearest bus stop;
- Speed tables

Policy 7.4: Traffic Calming

The City will continue to maintain a traffic calming program to provide for safe and viable neighborhoods and discourage speeding and cut-through traffic. It shall put together a menu of preferred traffic calming ~~devices~~ methods. This will detail their purpose, ideal implementation scenario, effectiveness and cost. This can be used as a menu to guide and streamline the process. To the extent possible the City shall maintain local control over the implementation of traffic calming measures.

Policy 7.5: Roadway Safety

The City will coordinate with ~~Miami-Dade County Public Work Departments (MDPWD) and Miami-Dade Transit~~ DPTW and FDOT to ensure that short-term and maintenance of traffic signals and signage are continuously monitored and updated. ~~A yearly short-term improvement program will be implemented to improve the safety of the road transportation network by:~~

~~1. Replacing missing road signs,~~
~~2. Repairing malfunctioning signal heads,~~
~~3. Removing or trimming roadside shrubbery that blocks visibility,~~
~~4. Repairing pedestrian signal heads and pedestrian signage~~

~~5. Providing maintenance of pavement markings for pedestrian, vehicular, transit and bicycle modes,~~
~~6. Minor drainage system replacements, and~~
~~7. Repair guardrail, transit amenities and street furniture.~~

* * *

Policy 7.7: Access Management

The City shall work with FDOT and ~~MDPWD~~ DTPW to impose access location requirements onto City, County and State streets through the implementation of its Public Works Manual, in order to reduce existing or potential congestion and safety problems. The City shall coordinate with other agencies to ensure connectivity impacts to the adjacent transportation system are properly mitigated, adjacent land uses are properly connected, and that mobility needs are met for all modes of transportation. The City, at its own discretion, may require a transportation impact study to aid in the decision on the location and design of the access to serve a land development.

Policy 7.8: Safe Roadway Designs

The City shall use design review procedures in the land development regulations to control roadway access points in conjunction with development. Such procedures shall include provisions requiring that all access points on state roads be approved by the Florida Department of Transportation, that all access points on county roads be approved by the MDC~~PW~~ and that all other access points be in accordance with the best professional standards consistent with the protection of property rights.-The City shall eliminate or minimize roadway designs which lead to hazardous conditions by:

* * *

Policy 7.9: Evaluating Crash Data to Improve Intersection Safety

The City ~~of Miami Beach Police Department shall~~ prepare annual accident frequency reports for all collector and arterial roads and coordinate with the FDOT's Traffic Operations Department to mitigate problems at high crash locations.

Policy 7.10: New Connections to the Roadway Network

The City of Miami Beach ~~Public Works Department~~, the MDC~~PWD~~ or FDOT, depending on jurisdiction, will monitor all new connections and access points to roadways to ensure safe design. All new connections shall comply with the City's, County's and FDOT's access management standards.

* * *

Policy 7.13: Reserved ~~Context Sensitive Design (please see Glossary of terms)~~

~~The City shall provide CSD by integrating projects into the built environment in a sensitive manner through careful planning, consideration of different perspectives, and tailoring designs~~

~~to particular project circumstances. All CSD in coordination with FDOT and MDPWD within the City shall promote six key principles:~~

~~1. Balance safety, mobility, community, and environmental goals in all projects.~~
~~2. Involve the public and affected agencies early and continuously.~~
~~3. Use an interdisciplinary team tailored to project needs.~~
~~4. Address all modes of travel.~~
~~5. Apply flexibility inherent in design standards.~~
~~6. Incorporate aesthetics as an integral part of good design.~~

* * *

Policy 7.15: ~~Aesthetically Pleasing~~ Roadways Landscaping, Lighting and Signage

When new facilities are planned, their design shall be aesthetically compatible with the surrounding community, whenever practical. The City of Miami Beach shall continue to landscape and improve entrances to the City. It shall also continue implementing programs to landscape and maintain existing median strips and rights-of-way.

* * *

Policy 8.1: Continued Development of Parking

The City shall continue with the acquisition, construction and improvements to municipal parking facilities as may be needed. The City shall also continue to monitor parking demand, and assess feasibility, where applicable, of potentially responsive strategies.

* * *

Policy 8.8: Incentivizing Transit through Parking

The City shall encourage long-term daily parking and use of the ~~South Beach Local or other~~ local circulators as a way of minimizing internal trips within the various neighborhood districts.

Policy 8.9: Reserved ~~Monitoring Supply and Demand~~

~~The City shall continuously monitor and update the parking requirements in the Land Development Regulations to result in a better ratio of supply to demand which implements innovative parking strategies in commercial areas to promote multimodalism.~~

Policy 8.9: Public Access to Parking

The City shall continue to maximize optimal use of public ~~access to~~ parking spaces ~~in all areas~~, by promoting shared parking programs, wayfinding to parking facilities, and use of Smart Parking Systems (SPS) to identify locations of available parking.

* * *

Policy 10.2: Coordinate with Miami-Dade ~~Transit~~ County

The City shall review the annual versions of the ~~Miami-Dade~~ MDC Transit Service Development Plan to coordinate this element with the plans of the MDT.

* * *

Policy 10.6: Multimodal Components of Roadway Projects

During the design stages of roadway improvements, the location of transit facilities such as transit intermodal facilities, transit centers, transit stops, turn-out bays, transit amenities and transit shelter locations, shall be included in the roadway design proposal. These improvements shall be coordinated with the agency (ies) that have jurisdiction over the facilities being designed.

* * *

GLOSSARY OF TERMS

* * *

- **Transportation Demand Management:** (TDM): is a general term for strategies that result in more efficient use of our transportation system and that markets alternative forms of transportation for commuters, in order to reduce traffic congestion and air pollution and to increase efficiency of the transportation system.

- **Transit Intermodal Facilities:** are transfer facility that provides convenient connections between streetcars, bus rapid transit (BRT), busways and bus lines, while offering some pedestrian and bicycle amenities and services; accommodates more than two (2) articulated buses; provides accessory parking spaces at intercept locations, generally between 75 and 500 spaces; and may include amenities such as retail, restrooms and lounge areas.

* * *

List of Acronyms

- CSS: Context Sensitive Solutions
- DTPW: Miami-Dade County Department of Transportation and Public Works

* * *

- LRTP: Long Range Transportation Plan
- MDC: Miami-Dade County

SECTION 3. The following amendment to the City's 2025 Comprehensive Plan Intergovernmental Coordination Element is hereby adopted:

Policy 1.10

The City shall coordinate the planning and development of Intermodal Transit Facilities with Miami-Dade County, the Miami-Dade Metropolitan Planning Organization (MPO), and surrounding municipalities, as applicable.

SECTION 4. The following amendment to the City's Future Land Use Map designations for the property described herein is hereby approved and adopted and the Planning Director is hereby directed to make the appropriate changes to the Future Land Use Map of the City:

> Lots along the Julia Tuttle Causeway/Interstate 195 and the Alton Road Interchange, and west of Alton Road; approximately 26 acres; as indicated in "Exhibit A;" from the current Future Land Use Category of "Recreation and Open Space (ROS)," to the Future Land Use category of "Public Facility: Governmental Uses (PF)."

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. CODIFICATION.
It is the intention of the City Commission that this Ordinance be entered into the Comprehensive Plan, and it is hereby ordained that the 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. The Exhibits to this Ordinance shall not be codified, but shall be kept on file with this Ordinance in the City Clerk's Office.

SECTION 8. TRANSMITTAL.
The Planning Director is hereby directed to transmit this ordinance to the appropriate state, regional and county agencies as required by applicable law.

SECTION 9. EFFECTIVE DATE.
This ordinance shall take effect 31 days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to Section 163.3184(3), Florida Statutes.

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/Transmittal: September 14, 2016
Second Reading/Adoption: October 19, 2016

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

Underline = new language
~~Strikethrough~~ = deleted language

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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 SECTION 114-1, ENTITLED "DEFINITIONS" TO PROVIDE A DEFINITION FOR A "TRANSIT INTERMODAL FACILITY" AND ASSOCIATED DEFINITIONS; AMENDING CHAPTER 130, "OFF-STREET PARKING," ARTICLE II, "DISTRICTS; REQUIREMENTS," SECTION 130-32, "OFF-STREET PARKING REQUIREMENTS FOR PARKING DISTRICT NO. 1," AND SECTION 130-33, "OFF-STREET PARKING REQUIREMENTS FOR PARKING DISTRICTS NOS. 2, 3, 4, 5, 6, AND 7," TO ESTABLISH PARKING REQUIREMENTS FOR "TRANSIT INTERMODAL FACILITIES," AND ESTABLISHING SECTION 130-40, "BICYCLE PARKING REQUIREMENTS," TO ESTABLISH MINIMUM REQUIREMENTS FOR BICYCLE PARKING FOR "TRANSIT INTERMODAL FACULTIES"; AMENDING CHAPTER 130, "OFF-STREET PARKING," ARTICLE III, "DESIGN STANDARDS," SECTION 130-68, "COMMERCIAL AND NONCOMMERCIAL PARKING GARAGES," ESTABLISHING REGULATIONS AND TO ALLOW FOR UP TO FIVE STORIES IN ADDITIONAL BUILDING HEIGHT (50 FEET) SHOULD A "TRANSIT INTERMODAL FACILITY" BE AN ACCESSORY USE TO A MAIN USE PARKING GARAGE; BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," AT ARTICLE II, "DISTRICT REGULATIONS," TO INCLUDE A "TRANSIT INTERMODAL FACILITY" WITHIN THE LIST OF PERMITTED USES FOR THE FOLLOWING DISTRICTS: COMMERCIAL LOW INTENSITY (CD-1), COMMERCIAL, MEDIUM DENSITY (CD-2), COMMERCIAL, HIGH INTENSITY (CD-3), CIVIC AND GOVERNMENT USE (GU), HOSPITAL DISTRICT (HD), COMMERCIAL PERFORMANCE STANDARD, GENERAL MIXED USE (C-PS2), NORTH BEACH TOWN CENTER CORE (TC-1), NORTH BEACH TOWN CENTER MIXED USE (TC-2); BY ESTABLISHING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," AT ARTICLE V, "SPECIALIZED USE REGULATIONS," DIVISION 4, "TRANSIT INTERMODAL FACILITIES," TO ESTABLISH REGULATIONS AND PROVIDE UP TO FIVE STORIES IN ADDITIONAL HEIGHT (50 FEET) SHOULD A "TRANSIT INTERMODAL FACILITY" THAT IS NOT ASSOCIATED WITH A MAIN USE PARKING GARAGE BE AN INCLUDED USE WITHIN A PROPERTY OR UNIFIED DEVELOPMENT SITE WITHIN ONE OF THE ABOVE DISTRICTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the traffic congestion has a negative impact on the quality of life of residents, visitors, and the workforce of Miami Beach; and

WHEREAS, the Mayor and City Commission have recognized the need to encourage the development of transit infrastructure in the City; and

WHEREAS, the Mayor and City Commission recognize the need to construct facilities that allow for safe and convenient transfer between various modes of transportation; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 114, "General Provisions," Section 114-1, "Definitions," of the City Code, is hereby amended as follows:

Sec. 114-1. - Definitions.

The following words, terms and phrases when used in this subpart B, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Townhome or townhome development means a grouping of single-family attached or detached units on one site arranged so that no unit is above another with each unit having separate ingress and egress.

Transit intermodal facility means a transfer facility that provides convenient connections between streetcars, bus rapid transit (BRT), busways and bus lines, while offering some pedestrian and bicycle amenities and services; accommodates more than two (2) articulated buses; provides accessory parking spaces at intercept locations, generally between 75 and 500 spaces; and may include amenities such as retail, restrooms and lounge areas.

SECTION 2. That Chapter 130, "Off-Street Parking," Article II, "Districts; Requirements," of the City Code, is hereby amended as follows:

Sec. 130-32. - Off-street parking requirements for parking district no. 1.

* * *

(44) Transit intermodal facilities: five (5) spaces per 500 square feet of floor area. Required parking for transit intermodal facility accessory uses shall be as per the requirements of the use in parking district no. 1.

* * *

Sec. 130-33. - Off-street parking requirements for parking districts nos. 2, 3, 4, 5, 6, and 7.

Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking districts nos. 2, 3, 4 and 5 accessory off-street parking spaces shall be provided for the building, structure or additional floor area as follows. There shall be no off-street parking requirement for uses in this parking district except for those listed below:

* * *

(6A) Transit intermodal facilities: five (5) spaces per 500 square feet of floor area. Required parking for transit intermodal facility accessory uses shall be as per the requirements of the use in the applicable parking district.

* * *

Sec. 130-40. – Bicycle parking requirements.

(a) Definitions.

(1) *Short-term bicycle parking* shall mean bicycle racks that serve people who leave their bicycles for relatively short periods of time, typically for shopping, recreation, eating or errands. Bicycle racks should be located in a highly visible location near the main entrance to the use.

(2) *Long-term bicycle parking* shall mean facilities that provide a high level of security such as bicycle lockers, bicycle cages and bicycle stations. These facilities serve people who frequently leave their bicycles at the same location for the day or overnight.

(b) Except as otherwise provided in these land development regulations, when any building or structure is erected or altered, accessory bicycle parking shall be provided for the building, structure or additional floor area as follows:

Land use	Minimum short-term bicycle parking spaces (whichever is greater)	Minimum long-term bicycle parking spaces (whichever is greater)
Transit intermodal facilities	10 per project; or one (1) per 10,000 square feet of floor area, inclusive of accessory parking	10 per project; or one (1) per 1,500 square feet of floor area, inclusive of accessory parking

SECTION 3. That Chapter 130, "Off-Street Parking," Article III, "Design Standards," Section 130-68, "Commercial and Noncommercial parking garages," of the City Code, is hereby amended as follows:

Sec. 130-68. - Commercial and noncommercial parking garages.

Commercial and noncommercial parking garages as a main use on a separate lot shall be subject to the following regulations, in addition to the other regulations of this article:

* * *

(10) When associated with an accessory transit intermodal facility, the following regulations shall apply to main use garages in addition to any of the aforementioned restrictions. In the case of a conflict, the following regulations shall supersede:

a. Main use garages with an accessory transit intermodal facility shall only be permitted in CD-1; CD-2; CD-3; HD; C-PS2; TC-1; TC-2; and GU districts, provided the underlying future land use designation in the comprehensive plan authorizes the use.

b. Prior to consideration of an application for a main use garage with an accessory transit intermodal facility by a land use board, the inclusion of an intermodal transit facility shall first require authorization by the City Commission as delineated in section 142-1302 (b).

c. An additional 50 feet/five (5) stories shall be permitted beyond what would be otherwise permitted in subsections (1) to (9) above, as applicable.

d. Required off-street parking for a transit intermodal facility shall be satisfied by the parking provided for the main use garage, provided that there are a minimum of 75 spaces.

e. Following a public hearing, the development regulations required by these land development regulations for main use garages associated with transit intermodal facilities, except for the historic preservation and design review processes, may be waived by a five-sevenths vote of the city commission for such facilities. Notwithstanding the above, no property may be used in a manner inconsistent with the comprehensive plan.

f. The accessory transit intermodal facility may occupy up to the maximum floor area permitted for accessory uses in subsections (1) to (9) above, as applicable.

SECTION 4. That Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," of the City Code, is hereby amended as follows:

DIVISION 4. - CD-1 COMMERCIAL, LOW INTENSITY DISTRICT

* * *

Sec. 142-272. - Main permitted uses.

The main permitted uses in the CD-1 commercial, low intensity district are commercial uses; transit intermodal facilities, pursuant to the regulations set forth in section 142-1302; apartments; bed and breakfast inn (pursuant to section 142-1401); religious institutions with an occupancy of 199 persons or less, and alcoholic beverage establishments as listed in article V, division 4 of this chapter, pursuant to the regulations set forth in chapter 6.

* * *

DIVISION 5. - CD-2 COMMERCIAL, MEDIUM INTENSITY DISTRICT

* * *

Sec. 142-302. - Main permitted uses.

The main permitted uses in the CD-2 commercial, medium intensity district are commercial uses; transit intermodal facilities, pursuant to the regulations set forth in section 142-1302; apartments; apartment/hotels; hotels; religious institutions with an occupancy of 199

persons or less and alcoholic beverage establishments pursuant to the regulations set forth in Chapter 6.

* * *

DIVISION 6. - CD-3 COMMERCIAL, HIGH INTENSITY DISTRICT

* * *

Sec. 142-332. - Main permitted uses.

The main permitted uses in the CD-3 commercial, high intensity district are commercial uses; transit intermodal facilities, pursuant to the regulations set forth in section 142-1302; apartments; apartment/hotels; hotels, alcoholic beverage establishments pursuant to the regulations set forth in Chapter 6, and religious institutions with an occupancy of 199 persons or less. Offices are prohibited on the ground floor on that portion of Lincoln Road which is closed to traffic, unless the office area is located in a mezzanine, or at least 75 feet back from the storefront; also apartments, apartment/hotels and hotels located on that portion of Lincoln Road shall comply with section 142-335. Dance halls (as defined in section 114-1 of this Code) not also operating as restaurants with full kitchens and serving full meals and licensed as alcoholic beverage establishments are prohibited on properties having a lot line adjoining Lincoln Road, from the Atlantic Ocean to Biscayne Bay, unless the dance hall is located within a hotel with a minimum of 100 hotel units.

* * *

DIVISION 9. - GU GOVERNMENT USE DISTRICT

* * *

Sec. 142-422. - Main permitted uses.

The main permitted uses in the GU government use district are government buildings and uses, including but not limited to parking lots and garages; transit intermodal facilities, where permitted by the underlying future land use designation in the comprehensive plan, pursuant to the regulations set forth in section 142-1302; parks and associated parking; schools; performing arts and cultural facilities; monuments and memorials. Any use not listed above shall only be approved after the city commission holds a public hearing. See subsection 142-425(e) for public notice requirements.

* * *

DIVISION 10. - HD HOSPITAL DISTRICT

* * *

Sec. 142-452. - Permitted uses.

* * *

In the HD hospital district, no land, water or structure may be used, in whole or in part, except for one or more of the following permitted uses. The sale of alcohol within the HD shall be regulated pursuant to the requirements of Chapter 6.

* * *

(1) Hospital
(2) All accessory structures and parking facilities shall be subordinate to the main use and incidental to and customarily associated with a hospital, including accessory hospital facilities, consisting of:

* * *

i. Transit intermodal facilities, pursuant to the regulations set forth in section 142-1302.

* * *

DIVISION 18. - PS PERFORMANCE STANDARD DISTRICT

* * *

Sec. 142-693. - Permitted uses

* * *

(j) Transit intermodal facilities shall be permitted in C-PS2 districts, pursuant to the regulations set forth in section 142-1302.

* * *

DIVISION 20. - TC NORTH BEACH TOWN CENTER DISTRICTS

* * *

Sec. 142-736. - Main permitted uses, conditional uses, accessory uses, and prohibited uses.

(a) Land uses in the TC-1 town center core district shall be regulated as follows:

(1) The main permitted uses in the TC-1 district are commercial uses; transit intermodal facilities, pursuant to the regulations set forth in section 142-1302; alcoholic beverage establishments pursuant to the regulations set forth in chapter 6; apartments; apartments/hotels; and hotels. The ground story frontage along 71st Street and Collins Avenue shall be governed by subsection 142-737(c). The provisions of chapter 6 concerning distance separation for consumption of alcoholic beverages on-premises in restaurants shall not apply to this district.

SECTION 5. That Chapter 142, "Zoning Districts and Regulations," Article V, "Specialized Use Regulations," of the City Code, is hereby amended as follows:

DIVISION 4. - ~~RESERVED~~ MAIN USE TRANSIT INTERMODAL FACILITIES

Sec. 142-1301. – Purpose.

The purpose of this division is to provide additional regulations and incentives for the development of main use transit intermodal facilities.

Sec. 142-1302. – Additional Regulations.

In addition to the regulations of the underlying zoning district and any overlay district, the following regulations shall apply to all main use transit intermodal facilities:

(a) Such facilities shall only be permitted where authorized by the underlying zoning district designation.

(b) Prior to consideration of an application for a main use garage with an accessory transit intermodal facility by a land use board, the inclusion of an intermodal transit facility shall first require authorization of the use at the location, by the City Commission, pursuant to the following criteria:

(1) Whether the Transportation Department has certified if there is a need for an Intermodal Transit Facility at the proposed site;

(2) Whether there is a contract or interlocal agreement for public transit operations at the proposed site with the City of Miami Beach, Florida Department of Transportation (FDOT), Miami-Dade County, or other entity authorized to operate public transit services within the City of Miami Beach; and

(3) Whether the proximity of the proposed transit intermodal facility to other transit intermodal facilities creates adverse impacts and how such impacts are mitigated.

(c) An additional 50 feet/five (5) stories shall be permitted beyond what would be otherwise permitted in the underlying zoning district or overlay district, as applicable.

(d) Following a public hearing, the development regulations required by these land development regulations for transit intermodal facilities, except for the historic preservation and design review processes, may be waived by a five-sevenths vote of the city commission for such facilities. Notwithstanding the above, no property may be used in a manner inconsistent with the comprehensive plan.

SECTION 6. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith are hereby repealed.

SECTION 7. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained, that the provisions of his 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 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.

_____
Philip Levine
Mayor

ATTEST:

_____
Rafael E. Granado
City Clerk

Underline denotes additions
~~Strike through~~ denotes deletions

First Reading: September 14, 2016
Second Reading: October 19, 2016

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

T:\AGENDA\2016\July\Planning\Ref to PB - Transit Intermodal Facilities LDR Amendment - Ref ORD.docx

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **A DISCUSSION REGARDING THE CLOSURE OF THE STELLA MARIS HOUSE CONGREGATE MEAL SITE OPERATED BY LITTLE HAVANA ACTIVITIES AND NUTRITION CENTER.**

BACKGROUND

At the June 8th Commission meeting, Commissioner John Elizabeth Alemán introduced an item regarding the closure of the Stella Maris House (Stella Maris) congregate meal site. The meal site is operated by Little Havana Activities and Nutrition Center, Inc., (LHANC) a non-profit community-based agency based in Miami. The meal site served up to 40 Stella Maris residents daily.

LHANC advised the City that it was closing the Stella Maris meal site, one of five meal sites being closed countywide, as of July 1, 2016 because the program had lost its financial subsidy from the State. The program lost $58,528 in funding. The site was selected for closure because it had been operating at a deficit for a considerable period of time and could no longer be sustained by the agency.

The Commission directed the Administration to reach out to Stella Maris to explore funding options and provide interim funding between July 1st and the next Commission meeting on July 13th at which time the City could provide LHANC with alternative funding options.

The City provided LHANC with $2,124 ($236 per day) to maintain the meal program from July 5th (as the 2nd through 4th was a weekend and the Independence Day holiday) through July 15th until the Commission could further discuss the matter at its July 13th meeting.

ANALYSIS

As requested by the Commission, below please find some potential funding sources (based on their funding priorities and willingness to serve the local area) which we have shared with LHANC so that it can pursue funds to continue its services at Stella Maris:

Foundation/Funding Source	Electronic Contact
Griswold Cares Foundation	www.griswoldcares.org
Home Instead Senior Care Foundation	www.homeinsteadseniorcarefoundation.org
Peacock Foundation, Inc.	www.peacockfoundationinc.org
Margaret McCartney & R. Parks Williams Fnd.	www.fdnweb.org/mccartneywilliams/application/
Max and Victoria Dreyfus Foundation	www.mvdreyfusfundation.org

Agenda Item R9J
Date 7-13-16

Each of the funding agencies listed above have listed the elderly and those services that enhance their quality of life or enable them to age in place as funding priorities. In addition, these foundations support projects and agencies in our area.

Please note that Stella Maris residents are encouraged to participate in the City's elder programs at the North Beach Oceanfront Center as a replacement for the socialization opportunities previously provided by the meal site and also provides its participants daily snacks.

JLM/KGB/MLR
T:\AGENDA\2016\July\Housing & Community Services\Stella Maris Elder Meals Discussion.docx

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION
MEMORANDUM

TO: Jimmy Morales, City Manager
FROM: John Elizabeth Alemán, Commissioner
DATE: June 6th, 2016
SUBJECT: Agenda item for June 2016 City Commission Meeting

Please place the following item on the June 8th City Commission Meeting Agenda:

A discussion item on the status of the Little Havana meals program at the Stella Maris House

I understand that Little Havana intends to terminate the meal program at the Stella Maris House senior center at 8638 Harding Ave, Miami Beach, FL 33141. Would you be able to have someone give an update on this issue that affects our residents there?

If you have any questions please do not hesitate to call our office at ext.6473.

Thank you!

MIAMIBEACH
Commissioner John Elizabeth Alemán
OFFICE OF MAYOR AND COMMISSION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7102 / Fax: 305-673-7096 / www.miamibeachfl.gov

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy L. Morales, City Manager
FROM: Joy V. W. Malakoff, Commissioner
DATE: June 28, 2016
SUBJECT: Discussion Item Regarding Streamlining Permitting for Interiors of Residential Units.

It has come to my attention that when completing the interior of a condominium or single family home it is necessary to bring plans not only to the Building Department but also Planning and Zoning, Public Works and the Fire Department. I recommend a more efficient system.

Please place the above Discussion Item on the Agenda for the Commission Meeting of July 13, 2016.

If you have any questions, please contact me at extension 6622.

Thank you.

JVWM

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Granado, Rafael

From: Rosen Gonzalez, Kristen
Sent: Sunday, July 03, 2016 2:51 PM
To: Granado, Rafael
Subject: Legal action against Air B&B

Rafael,

Please place a discussion item on the agenda about taking legal action against Air B&B, before they try and take legal action against us for trying to regulate them.

Kristen

http://mobile.nytimes.com/2016/06/29/technology/airbnb-sues-san-francisco-over-a-law-it-had-helped-pass.html

Kristen Rosen Gonzalez
City of Miami Beach Commissioner
305-965-4725

Agenda Item R9L
Date 7-13-16

Technology SUBSCRIBE | LOG IN

Airbnb in Disputes With New York and San Francisco

In 2014, protesters in San Francisco demonstrated over evictions caused by landlords converting buildings to Airbnb units.
JUSTIN SULLIVAN / GETTY IMAGES

By KATIE BENNER
JUNE 28, 2016

SAN FRANCISCO — Airbnb has charmed and strong-armed lawmakers around the world to allow it to operate in their communities. But two cities, Airbnb's

hometown, San Francisco, and New York, the service's largest United States market, have not been so compliant.

On Monday, Airbnb sued San Francisco over a unanimous decision on June 7 by the city's Board of Supervisors to fine the company $1,000 a day for every unregistered host on its service. If Airbnb does not comply, it could face misdemeanor charges.

The suit follows a bipartisan move by New York lawmakers who voted this month to heavily fine anyone who uses Airbnb to rent a whole apartment for fewer than 30 days, a practice that has been illegal in the state since 2010.

The actions show how Airbnb, despite aggressive lobbying efforts, has not been able to persuade some local legislators to play ball. And in the case of New York, the company has demonstrated a surprisingly tin ear for local politics.

"We're not afraid of money in New York," said Micah Lasher, a state Senate candidate and Airbnb critic, who worked for Eric T. Schneiderman, New York's attorney general. "There are more competing interests in New York City and it's harder to push people around. It's harder to disrupt."

A showdown in the two cities could push thousands of illegal listings off Airbnb — a rare speed bump for a company that has shown few signs of slowing down. Airbnb is in talks for a new round of investment that would peg the company's worth at about $30 billion, tripling its value in two years.

"Airbnb is in a real bind," said Bradley Tusk, the campaign manager for Michael R. Bloomberg's 2009 mayoral campaign who has helped start-ups like Uber navigate New York's political landscape. "It must choose between making their markets dramatically less valuable and getting rid of a cloud of regulatory uncertainty."

Airbnb executives once promoted San Francisco as a city it could work with. After affordable housing advocates expressed fear that the service worsened the city's housing crunch, Airbnb agreed to cap short-term rentals for entire homes and required hosts of such listings to register with the city. That law, which became known as the "Airbnb law" for its friendliness to the company, took effect in February 2015.

But only 20 percent of the 7,000 or so hosts required to register have done so, and Airbnb has not removed lawbreakers, according to David Campos, a member of the Board of Supervisors and a longtime opponent of Airbnb. The board hopes that fines will push Airbnb to help enforce the law it helped create.

"Airbnb is proving that it wants to play by its own rules, that it believes that it is entitled to something no business has, absolute freedom to operate free of responsibility and oversight," Mr. Campos said. "It's their way or the highway."

In its lawsuit, Airbnb claims that the board has violated the Communications Decency Act, a federal law that prohibits the government from holding websites accountable for the content that is published by their users. Just as a website may not be held liable for comments posted in its chat rooms, the argument goes, Airbnb may not be held accountable for illegal rental listings.

In New York, which has an unusually broad anti-Airbnb coalition of Democrats and Republicans, landlords and tenants, affordable housing advocates, real estate developers and unions, the fight has been a long time coming.

And it has escalated as other tech start-ups reconciled with local power brokers. The state Senate has voted to legalize fantasy sports, paving the way for the companies DraftKings and FanDuel to operate.

State Assemblywoman Linda B. Rosenthal, a Manhattan Democrat, has proposed legislation to fine Airbnb hosts who list illegal rentals.
BENJAMIN NORMAN FOR THE NEW YORK TIMES

New York City is now Airbnb's largest United States market. Hosts in New York generated about $1 billion in revenue last year (Airbnb takes a cut of that), but 55

percent of the New York City listings were illegal, according to a study commissioned by affordable housing advocates.

In 2013, the company received a subpoena from Mr. Schneiderman for statistics about who used the platform and what they used it for. Airbnb initially resisted, but agreed to provide an anonymized version of the data a year later.

During the public fight with Mr. Schneiderman, Airbnb also tried unsuccessfully to negotiate a behind-the-scenes deal with the attorney general and the city's power brokers, and it made influential enemies along the way.

The company alienated the powerful Hotel Trades Council, an influential hotel union, by offering a deal to a service workers union that held out the possibility that Airbnb hosts would use unionized apartment cleaners, according to two people with knowledge of the offer who spoke on condition of anonymity.

The Silicon Valley venture capitalist and Airbnb investor Ron Conway made matters worse when, after donating to Bill de Blasio's mayoral campaign, he flew to New York and told Mr. deBlasio and business leaders to follow San Francisco's example or fall behind in innovation and growth, according to people who attended one of the meetings. That message was not well received.

In response, Mr. Conway said in an email that New York City "won't even entertain a real conversation" about innovation and the city in the process has become "its own worse enemy."

Airbnb has since tried to appease the city with millions of dollars in hotel taxes. But the tax payments, which are paid by hosts, not Airbnb, would essentially legitimize the hosts' illegal rentals, argued Liz Krueger, a New York state senator who has pushed to remove illegal Airbnb listings.

Airbnb released more data in December in a bridge-building effort, but it required lawmakers to make appointments to read a physical copy of the information at a location in New York chosen by Airbnb. It was a bit like making a library appointment to inspect a rare book.

"People could stay for as long as they wanted," said Chris Lehane, Airbnb's head of public policy. Lawmakers said they thought it was an insult. Mr. Lehane said it was a privacy measure, though the data was anonymous.

Political leaders, unions, landlords and housing activists devised a way to deter illegal rentals on Airbnb. Cognizant of the Communications Decency Act that Airbnb is citing in its San Francisco lawsuit, lawmakers drafted the recently

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Granado, Rafael

From: Rosen Gonzalez, Kristen
Sent: Wednesday, July 06, 2016 8:32 AM
To: Granado, Rafael
Subject: Discussion Agenda Item: Height Referendum Charter Amendment Ballot Question
Attachments: height referendum ballot question_krg.docx

Ralph, can you please add this to the agenda? Thank you.
>
>
> I understand that Daniel Ciraldo and his group Save Miami Beach 2016 have recently submitted to your office nearly 5,000 signatures from Miami Beach residents who want to vote on a charter amendment that would let the residents have the final word on height increases. This would expand on the theme of Save Miami Beach, which in the 1990s had a citizen-driven initiative to limit FAR increases, requiring voter approval before increasing density.
>
> Given the overwhelming support from our citizens on this initiative, I would like to refer this for the July 13th meeting, so that my commissioners and I can be a part of placing this on the ballot. I understand that the signatures may still be getting verified, however it seems clear to me that the will of our residents is to have more of a say over the future development of our City.
>
> Please refer this item with the attached ballot language for the July 13th meeting. I would like our Commission to vote on placing this on the November ballot, for the benefit of our residents and our quality of life.
>
> Thank you,

> Kristen

Agenda Item R9M
Date 7-13-16

PROPOSED BALLOT TITLE AND BALLOT SUMMARY
NOVEMBER 8, 2016 SPECIAL ELECTION

I. PROPOSED BALLOT TITLE AND BALLOT SUMMARY:

CHARTER AMENDMENT REQUIRING VOTER APPROVAL BEFORE ALLOWING AN INCREASE TO THE MAXIMUM BUILDING HEIGHTS

SHALL THE CHARTER BE AMENDED EFFECTIVE NOVEMBER 9, 2016 REQUIRING PRIOR APPROVAL BY A MAJORITY OF VOTERS IN A CITY-WIDE ELECTION TO ENACT ANY CHANGE TO THE LAND DEVELOPMENT REGULATIONS THAT ALLOWS AN INCREASE TO MAXIMUM ALLOWABLE BUILDING HEIGHTS, EXCEPT FOR VARIANCES NO GREATER THAN THREE FEET AND HEIGHT REGULATION EXCEPTIONS IN CITY CODE SECTION 142-1161 IN EFFECT ON JANUARY 1, 2016?

_____ YES

_____ NO

Granado, Rafael

From: Michael Grieco <michael@griecolaw.com>
Sent: Tuesday, July 05, 2016 5:37 PM
To: Granado, Rafael
Subject: Regular agenda item
Attachments: pastedGraphic.pdf

Discussion regarding mobile showers and other recommendations to emerge from the city's Homeless Committee

Michael C. Grieco
Michael@GriecoLaw.com

(305) 857-0034
(305) 856-7771 (fax)

175 sw 7th Street
Suite 2410
Miami, FL 33130

www.MiamiCriminalDefense.com

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Agenda Item R9N
Date 7-13-16

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Granado, Rafael

From: Michael Grieco <michael@griecolaw.com>
Sent: Tuesday, July 05, 2016 5:36 PM
To: Granado, Rafael
Subject: Regular agenda referral
Attachments: pastedGraphic.pdf

Discussion regarding setting special Commission meeting on August 8

Michael C. Grieco
Michael@GriecoLaw.com

(305) 857-0034
(305) 856-7771 (fax)

175 sw 7th Street
Suite 2410
Miami, FL 33130

www.MiamiCriminalDefense.com

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Agenda Item R90
Date 7-13-16

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Micky Steinberg, Commissioner

DATE: July 13, 2016

SUBJECT: Memo re Venetian Causeway

Please add to the July 13th City Commission agenda a discussion of what can be done to ensure continued access for emergency vehicles and residential access to/from the Venetian Causeway during construction on the East Bridge.

Thank you!

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

MIAMI**BEACH**
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 R9P
Date 7-13-16

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

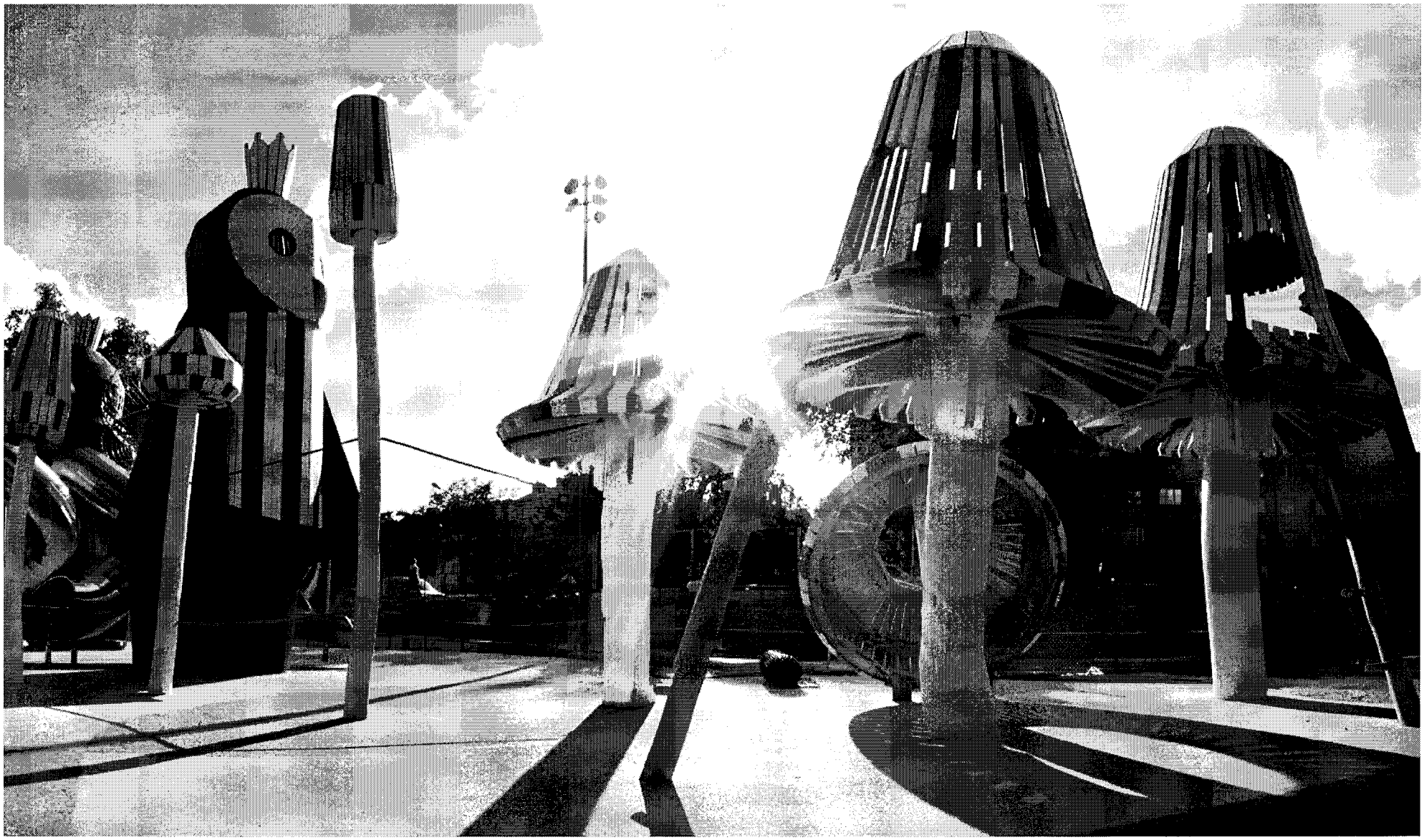
TO: Jimmy Morales, City Manager
FROM: Ricky Arriola, Commissioner
DATE: July 6, 2016
SUBJECT: **DISCUSSION REGARDING ICONIC PLAYGROUNDS.**

Please add the above subject as a discussion item to the July 13, 2016 Commission meeting agenda.

The Parks and Recreational Facilities Advisory Board held their monthly meeting on June 29th, 2016. The Board discussed the iconic lifeguard stands throughout the beach and other distinct structures within the city that make Miami Beach special. The Board unanimously recommended for the City to build parks and playgrounds that factor in design elements unique to Miami Beach. One of the locations they suggested for an iconic playground was Maurice Gibb Park, which is undergoing a remediation and renovation process. I ask the City administration to consider implementing non-traditional play structures that are rich in design within our parks system, beginning with the Maurice Gibb playground.

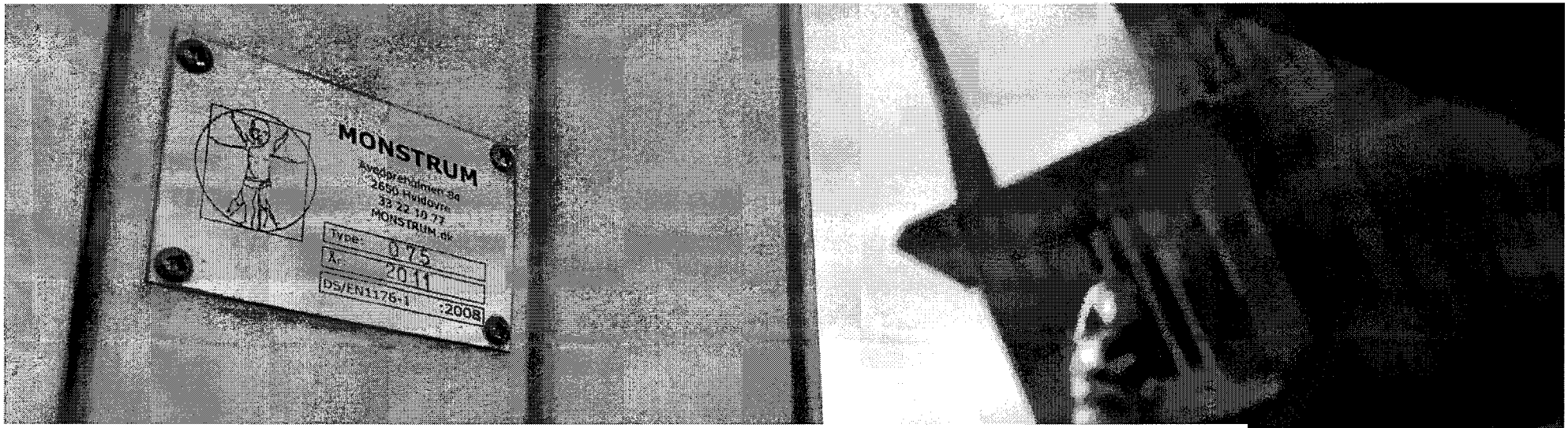
Sincerely,
Ricky Arriola

MIAMIBEACH
Ricky Arriola, *Commissioner*
Office of the Mayor and Commission
1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139
Tel: 305-673-7000 x7107
www.miamibeachfl.gov



MONSTRUM

PLAYGROUND 2015



Design, play and craftsmanship

MONSTRUM designs and manufactures unique playgrounds focusing on design, craftsmanship and safety. We design playgrounds that immediately captivates and inspires both adults and children. All playgrounds complies with EN 1176.

The foremost purpose of the playground is to challenge the motor skills of the child at all levels. But the playground can also be a platform for communicating stories and facts. At MONSTRUM we believe that teaching and fun go hand in hand. When children see the whale in its natural size, they are inspired to climb on its back and explore the belly. We also hope to tickle the childrens curiosity so that they'll want to find out why the nose looks like it does and why it is so darn big. The same goes for the compass rose, the geometry of the snail and the dots of the ladybird.

All our playground equipments are handmade of wood at our workshop in Copenhagen. Our skilled craftsmen and designers work closely together throughout the process to ensure that our playgrounds and playground equipments are fun, safe and long lasting.

The following projects are a selection of playgrounds that we have designed and produced since 2003. In collaboration with you, we can design new items for your playground, or we can customize one of the existing projects to suit your needs and budget. For more projects go to our website; www.MONSTRUM.dk.

All prices are based on playgrounds made of SUPERWOOD™. All prices are ex. works, incoterms 2010.

Christian Jensen & Ole B. Nielsen

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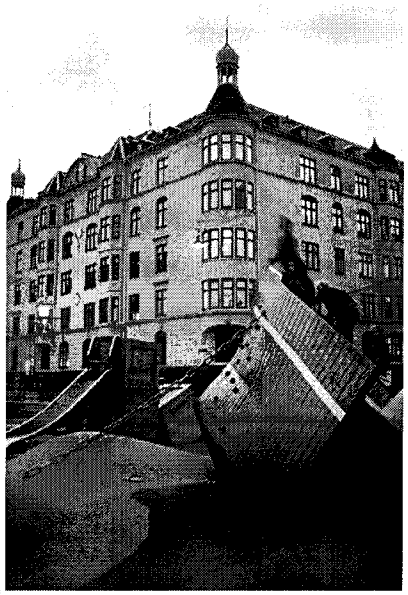

The Coaster, Trinidad
The coaster has wrecked on a sandbank and broken in two. The many wreckage pieces, such as boxes and logs are spread out in the water and on the sandbank. Not far from the coaster lies the ready raft, representing the only chance of escaping alive

The coaster is 5,2 x 2,8 x 2,8 m, and the price of coaster including a raft and wreckage pieces is **€ 43.500**

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The Crooked Houses

Back in those days in 1800-something, when the town district Brumleby was located in the countryside, there was a dairy and a slaughterhouse at Brumleby. The idea for the playground is to create a piece of the old Brumleby. The Brumleby playground had to be inspiring for adults and funny to play in for the little ones, and remind us of the fantastic history of Brumleby. So Brumlebyen has come alive in three dancing houses.

The footprint of the houses are 1,4 x 1,4 m, and the tallest house is 3,8 m. The price including slide and the hanging bridge **€ 42.800.**

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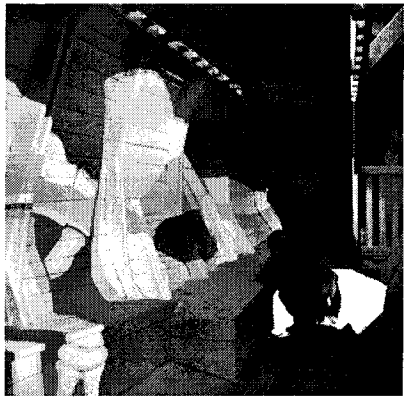

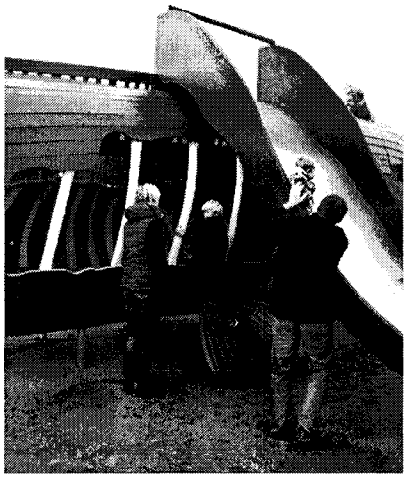

"MONSTRUM is incredibly creative - and they are good at translating our words into concrete action. With the Sperm Whale we have created a learning area where we combine fun and learning.

We use some of the icons from Hirtshals and the North Sea. Things that people know and things that tells stories. With the Sperm Whale we are telling the story of the North Sea in a way that is normally only conveyed in a classroom. We talk about the whale and its anatomy - what is inside a whale. What it eats - and what is inside its nose.

The children are interested and learning in a different way, when we simultaneously makes them physically active. Modern teaching techniques, says that some children learn more effectively in combination with physical interaction. Here at the museum they can do just that.

Here we have created a context that is different than the classroom. We tell a vivid tale of the North Sea that is conveyed at eye level. "

-Jens Otto Størup, director of the North Sea Museumt

The Sperm Whale

The sperm whale is the first stage of the North Sea Oceanarium playground. The whale has holes and climbing grips all over. Inside you can see its skeleton and play "Jonah in the whale". There are many stories about the sperm whale. Some are true while others are just stories!

The whale is 15 m long and 3 m tall. The price is **€ 121.100.**

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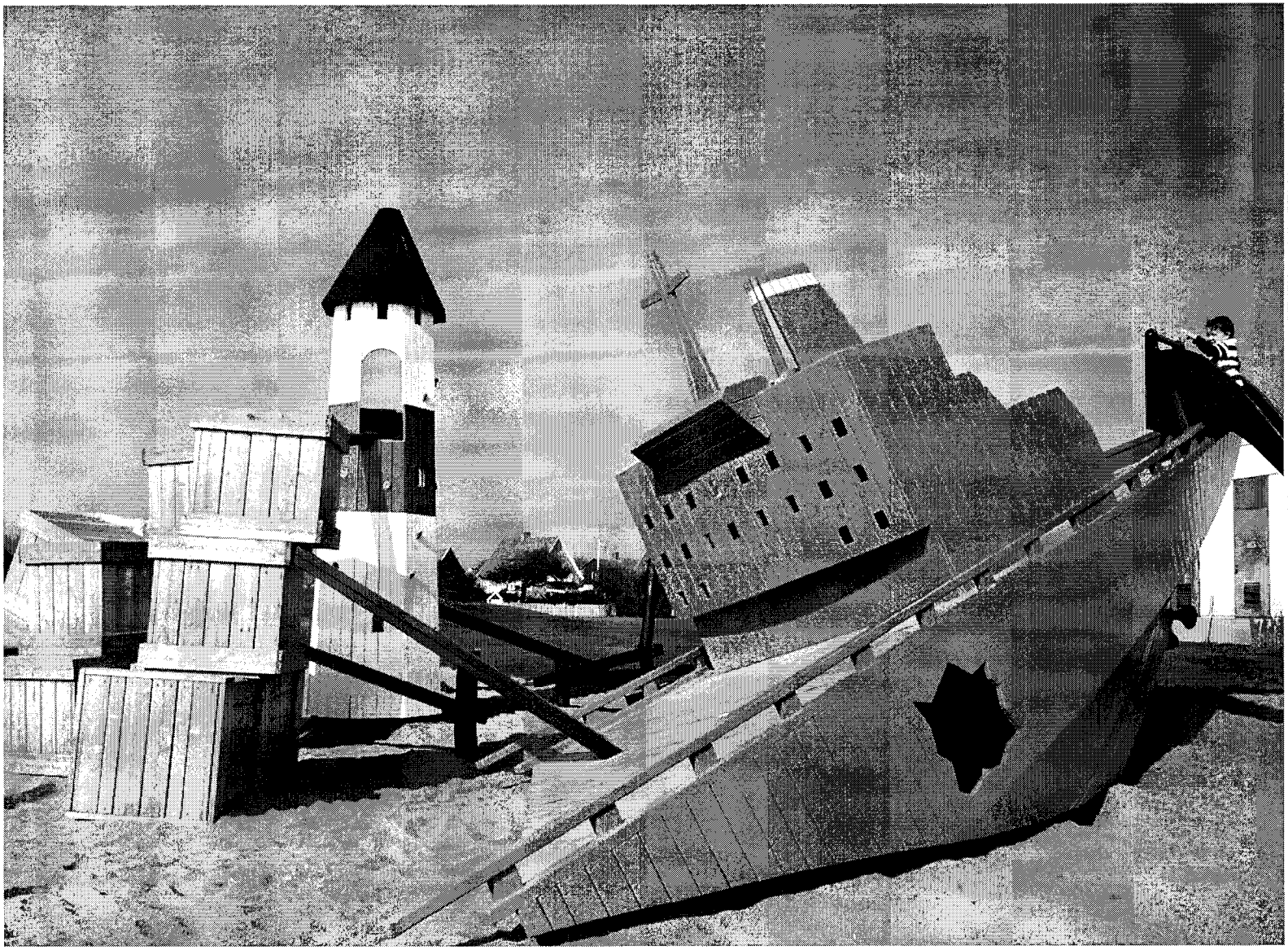

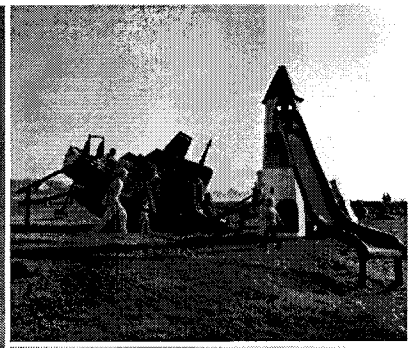

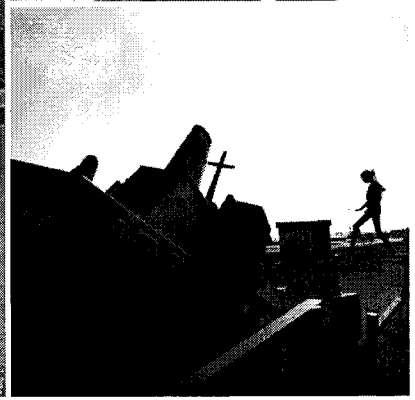

The Cargoship in Höganäs

A huge cargo ship has sunk and is now lying next to the lighthouse between cargo crates and fish. Everything is a great chaos. The kids are moving on a dangerous route between boxes and driftwood. Inside the hull the kids are exploring dangerous adventures.

The cargoship is 7,5 x 2,8 x 2,9 m, and the price of the ship including the lighthous, balance beams, boxes and slides is **€ 65.800**.

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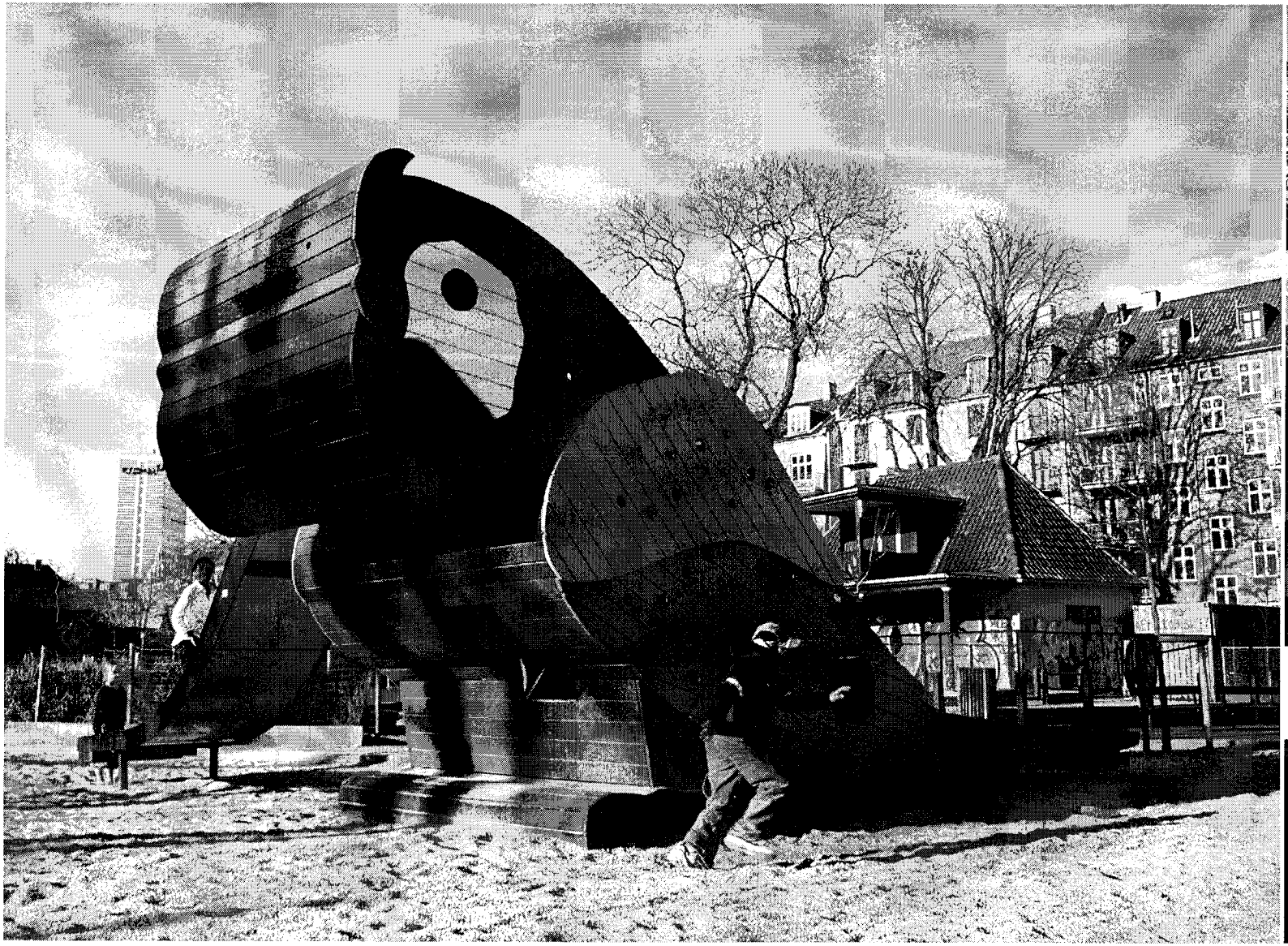

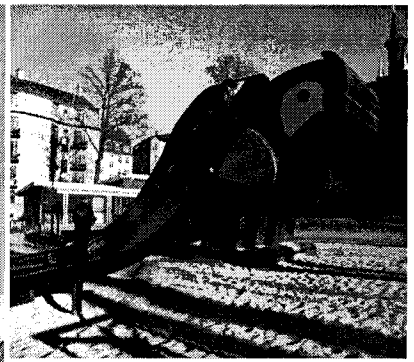

The Parrot

The parrot is designed to the "shooting range park" in Copenhagen, which is the former training ground of the Shooting Society. The Shooting society were trigger-happy shooting brothers of the bourgeoisie who competed in shooting wooden parrots on poles (back in the 18th century).

The Parrot is 7,8 x 2,7 x 3,5 m, and the price is **€39.500**.

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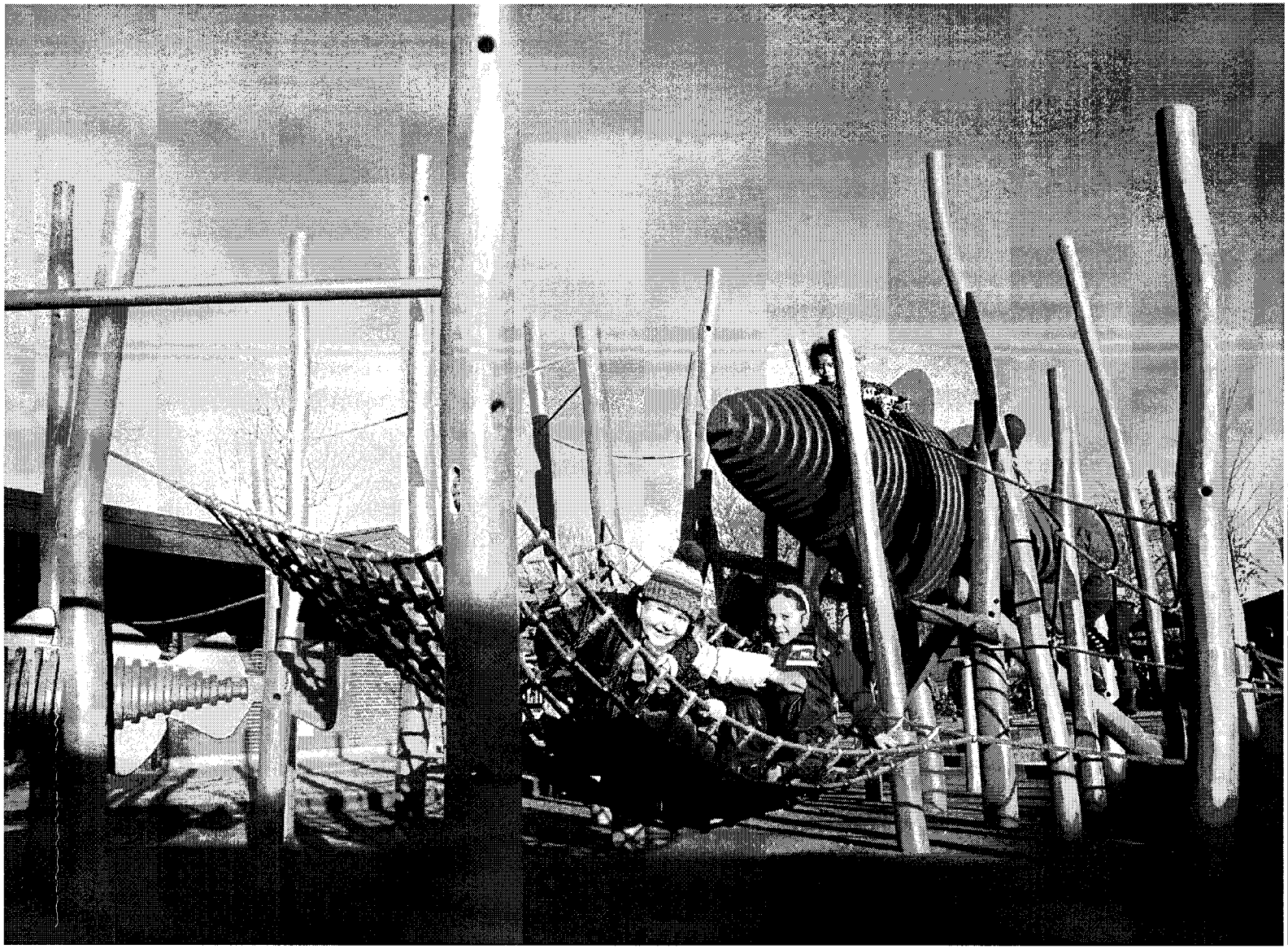

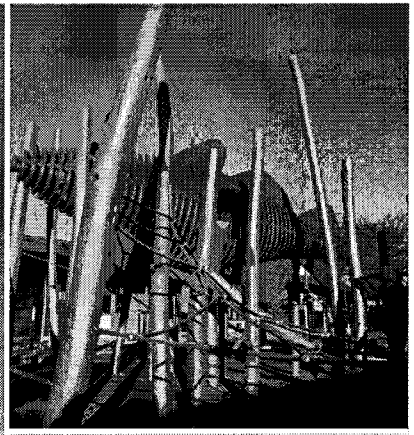

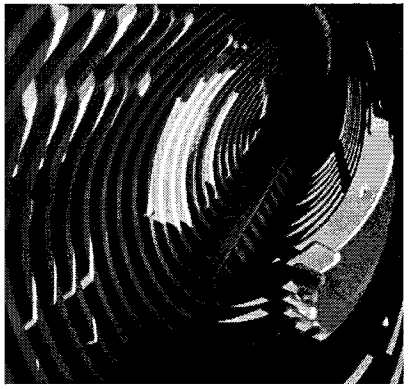

The Cod

The big cod is swimming around in the eelgrass with tiny fish around him. One can climb into the belly of the fish and out through the head.

The large cod is 5 x 0,8 x 1,5 m. The Price of the cod including 2 small cods, seaweed, climbing ropes and net **€ 53.100**.

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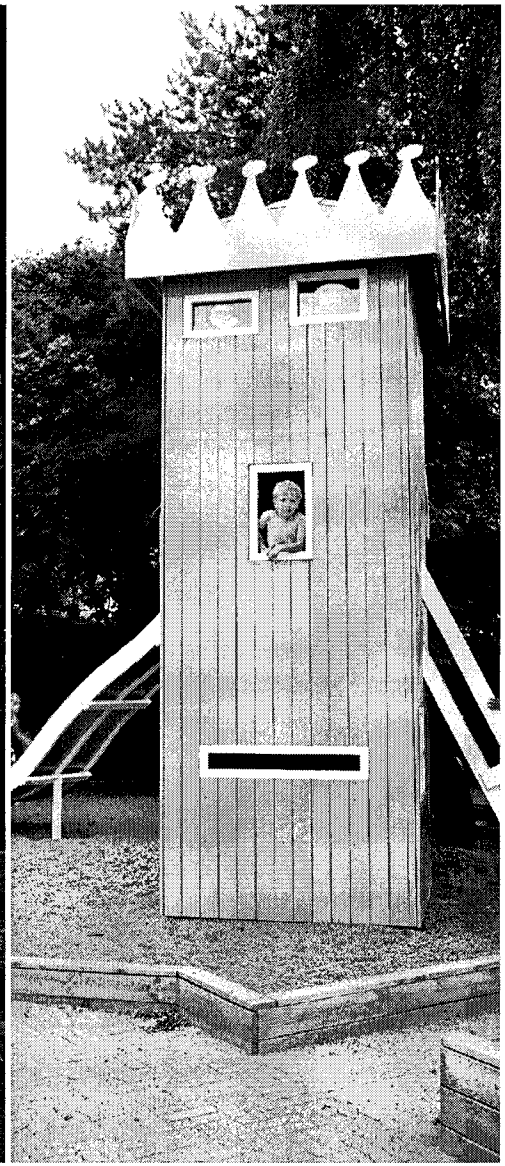

The Rocket and the Princess Tower

The princess tower consists of three floors, and the rocket has two floors. From the top floor of the Rocket, you can slide down the 6 m long double slide together with an astronaut friend

The slide starts in 2,8 m, and the price of the tower, the rocket and the slide is **€ 64.600**.

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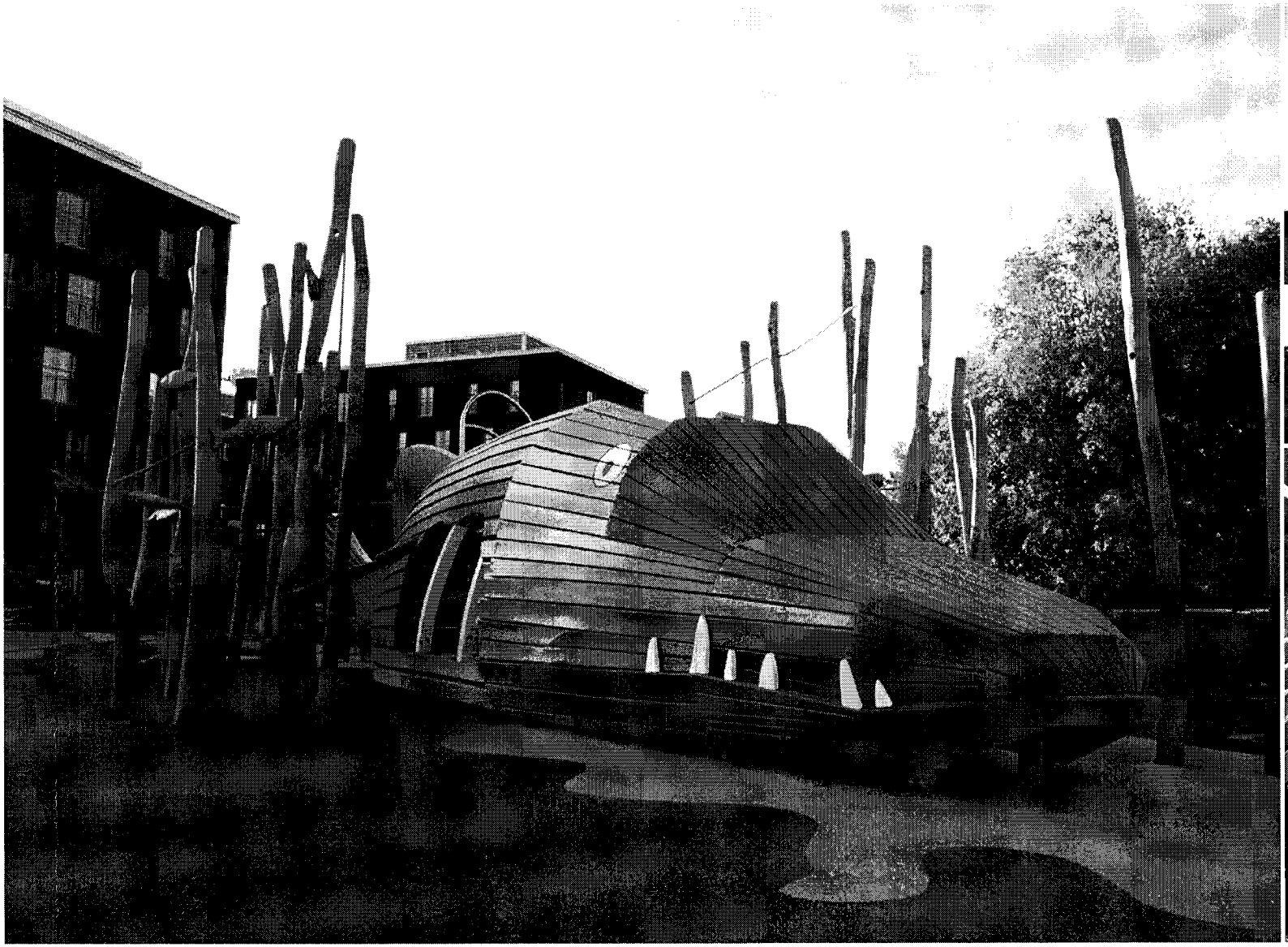

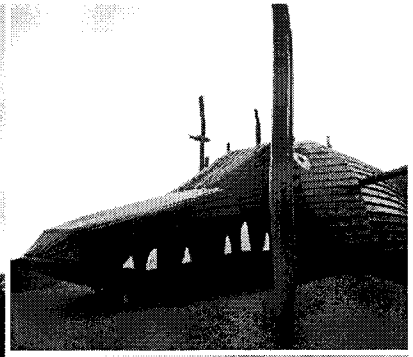

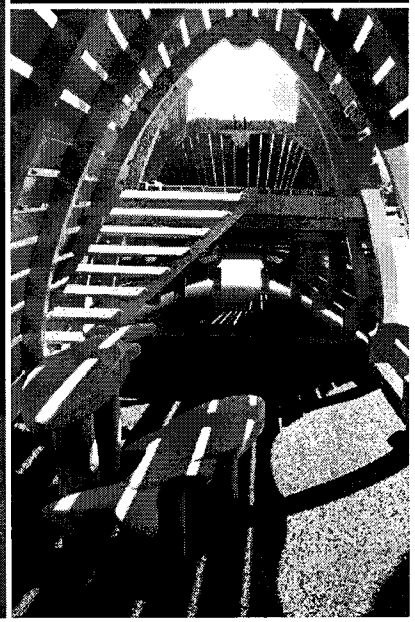

The Pike

The Pike is a very voracious fish that eats everything. In the year 1230 a German Emperor captured a pike that was over five meters long and weighed more than 1/4 ton. The fish skeleton was exhibited in Mannheim Cathedral in Germany. It was later discovered that it was fraud ..... Or was it! ..... Because NOW it is said they have caught an even bigger pike in Stockholm, which is over 40 feet long and are more ferocious .. Or is it just fraud! ..... See for yourself!..... Watch out kids, it's very hungry!

The Pike is 12 x 2 x2 m. The price of the Pike including seewead, small fish, ropes and a pole slide is **€ 74.200**.

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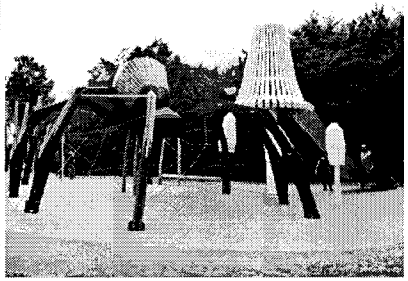

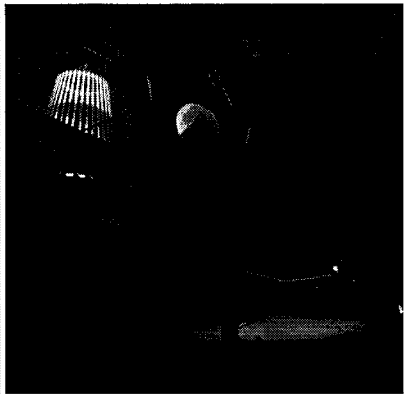

The Giant Spider

The enormous size of the spider, allows you to climb into the body of the spider like a tree house. We have fitted the interior of the spider with lights giving it a warm glow at night. The spider has spun a web between her legs, that allows you to climb from leg to leg, and steel bars for arm travelling. There is a fireman pole shaped as a new thread coming from the end of the spider's body.

The giant spider has a a leg span of 6.5 m x 10.5 m. The price of The giant spider excl. grass and mushrooms is **€ 37.500**.

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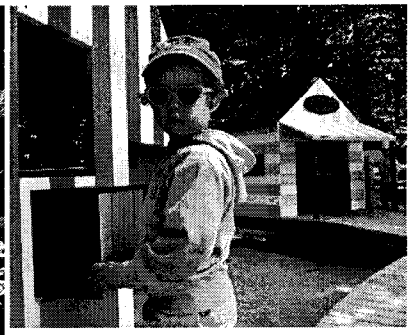
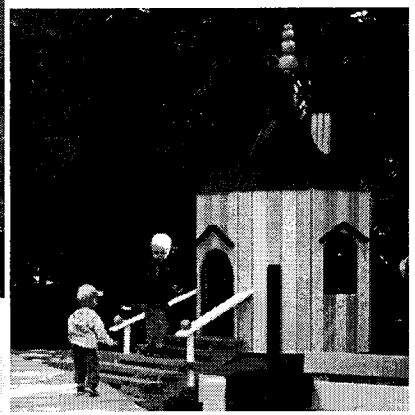
The houses light up at night

*Malmö Stad won "**Sveriges Arkitekters Plan-pris 2009**" with "Spindel-lekplatsen"*



Call me on the tubephone!



The Striped Playhouses

The playground consists of a small striped town on the fringe of the forest with a large spider in the middle. The wooden bridge is connecting the houses in a circle around the spider. The children play safari around the spider, shop at the ice cream booth and princess for a day at the castle. A traffic jam may occur when the older children arrive and put their cars on the bridge, but all problems can be solved with a little diplomacy.

The footprint of the houses are 1,2 x 1,5 m. The price of the Gas station is **€7.500**, and the price of the Princess tower is **€ 8.600**.

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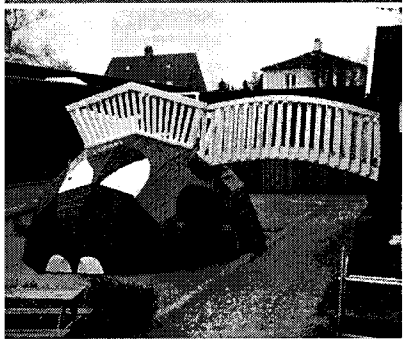

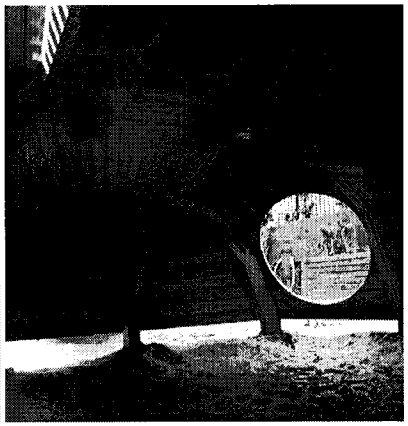

The Ladybird

The ladybird has a basket on its back where children can sit when they take off on thrilling adventures. The basket and the slide can be reached by climbing the boxes inside the ladybird, or by using the climbing grips fitted on the outside of the ladybird.

The internal dimensions of the ladybird is 5 x 3,5 x 2,5 m. The price of the ladybird incl. the slide is **€ 23.500**.

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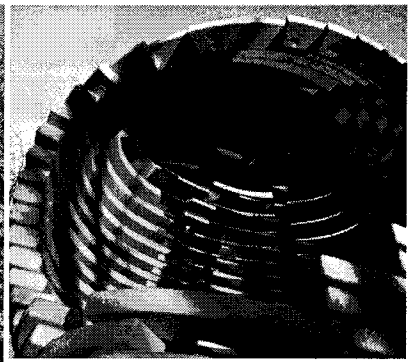

The apple in the Grass

The apple lies in the grass and is a mix between a sculpture and a playhouse. The apple is built from slices of wood mounted with space making it transparent.

The apple is 2 m in diameter, and the price of the apple including grass (15pcs) and ropes is **€ 24.700**.

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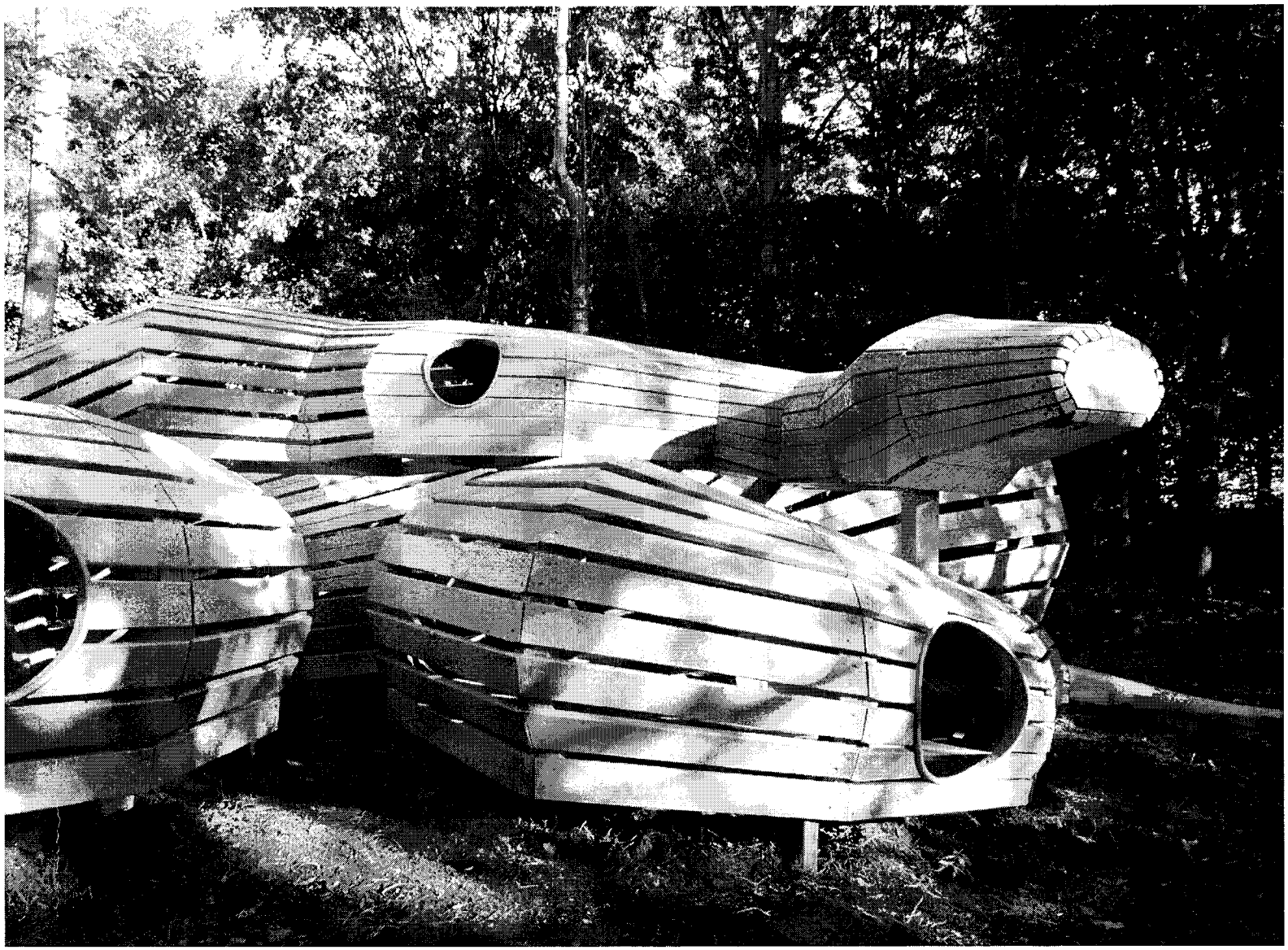

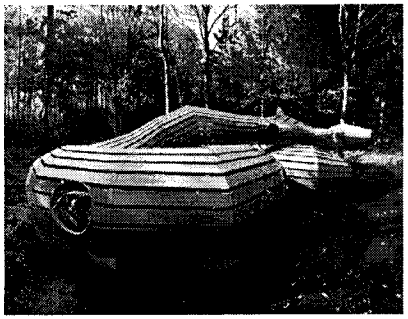

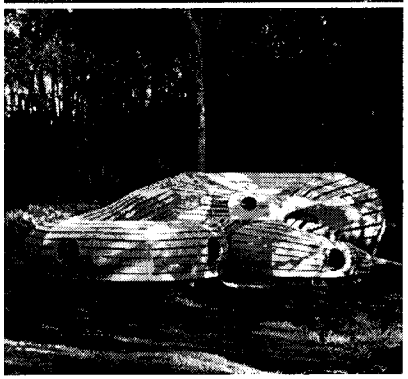

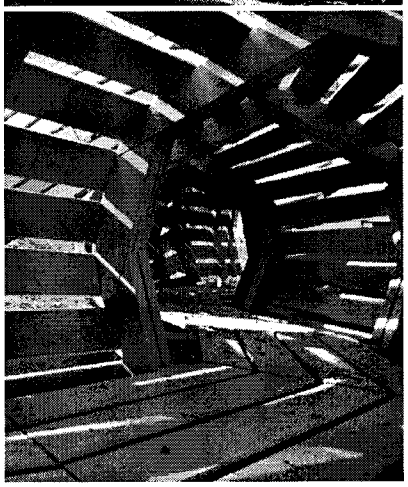

The Snake

A large grass snake twists and turns on the forest floor. Inside the snake there is a long mazy tunnel in which you can hide from the other children when playing tag. You can also hide from the adults, but there are many inlets and outlets in the snake so you must be quick to hide or squeeze into a corner. The snake's body consists of boards with approx. 3 cm spacing. This design makes the snake transparent and makes it possible to climb all over the snake body.

The snake is 22 m long, and 2,5 m tall. The price of the snake is **€ 78.000**.

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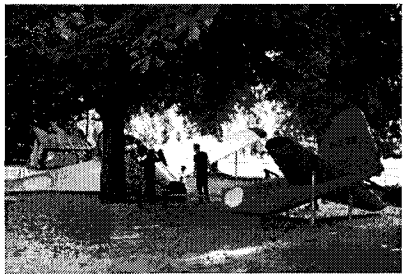

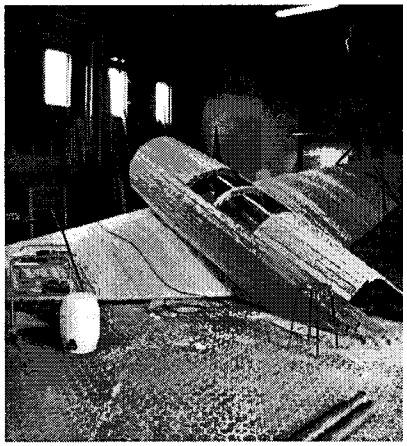

The Airplane

At the bottom of the Bermuda Triangle lies many more or less intact wrecks of planes and ships. Divers and fish swim around to explore the wrecks and find ways into, above and around them. The plane hull is hollow so that you can climb into the cockpit and further on out on the wing. All the wreckages plans are slanted to challenge the children.

The footprint of the airplane is 15 x 12 m, and the price is **€ 71.100**.

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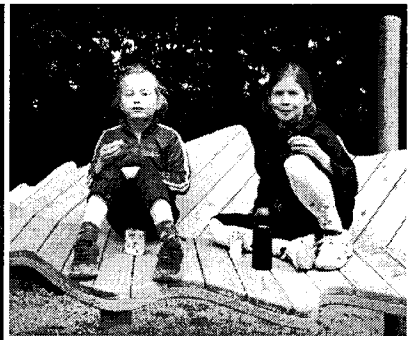

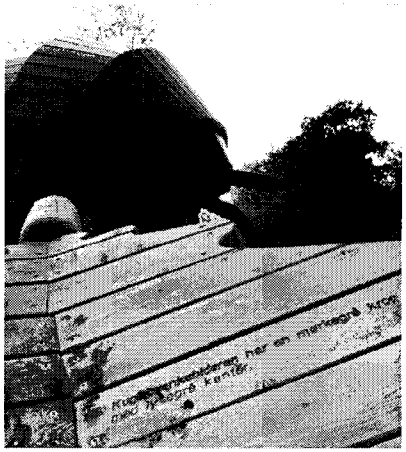

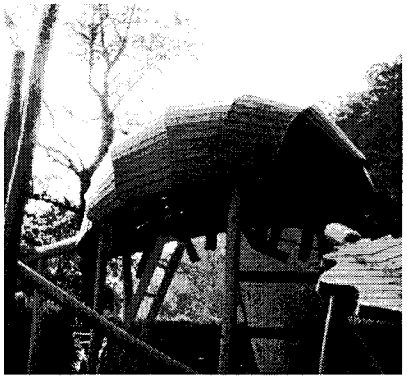

The Roly Poly

In this playground we have chosen to take words and phrases into the game. We have done this by cutting 14 small tales in various places around the playground that children can find. A treasure hunt with words. Did you know that the Rolly Polly breathe through gills, or that the Roly Poly can be up to 4 years old? It is easy to underestimate the Rolly Polly, you shouldn`t, because it is very special.

The roly poly is 3,5 m long, and 1,5 m tall. Price excl. grass, leafs and acorn is **€ 14.800**. The price for grass (15pcs) and the 4 leafs is **€ 20.300.**

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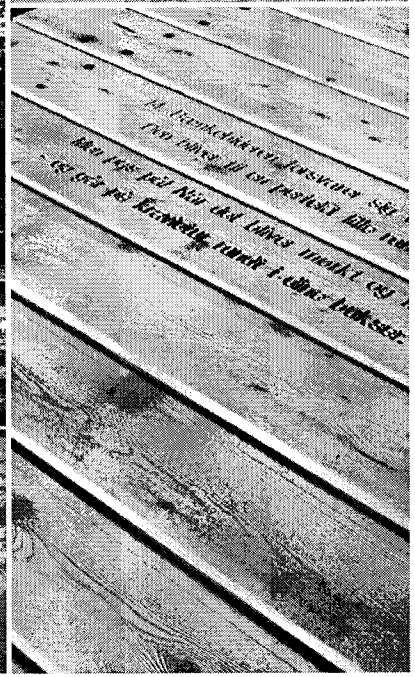

Parasol and table

In the shade of the parasol you can sit at the table and enjoy your lunch in peace and quiet. The table is wheel chair friendly

The tabletop is 1,5 x 1 m, and the total price of bench parasol and table is **€ 6.200**.

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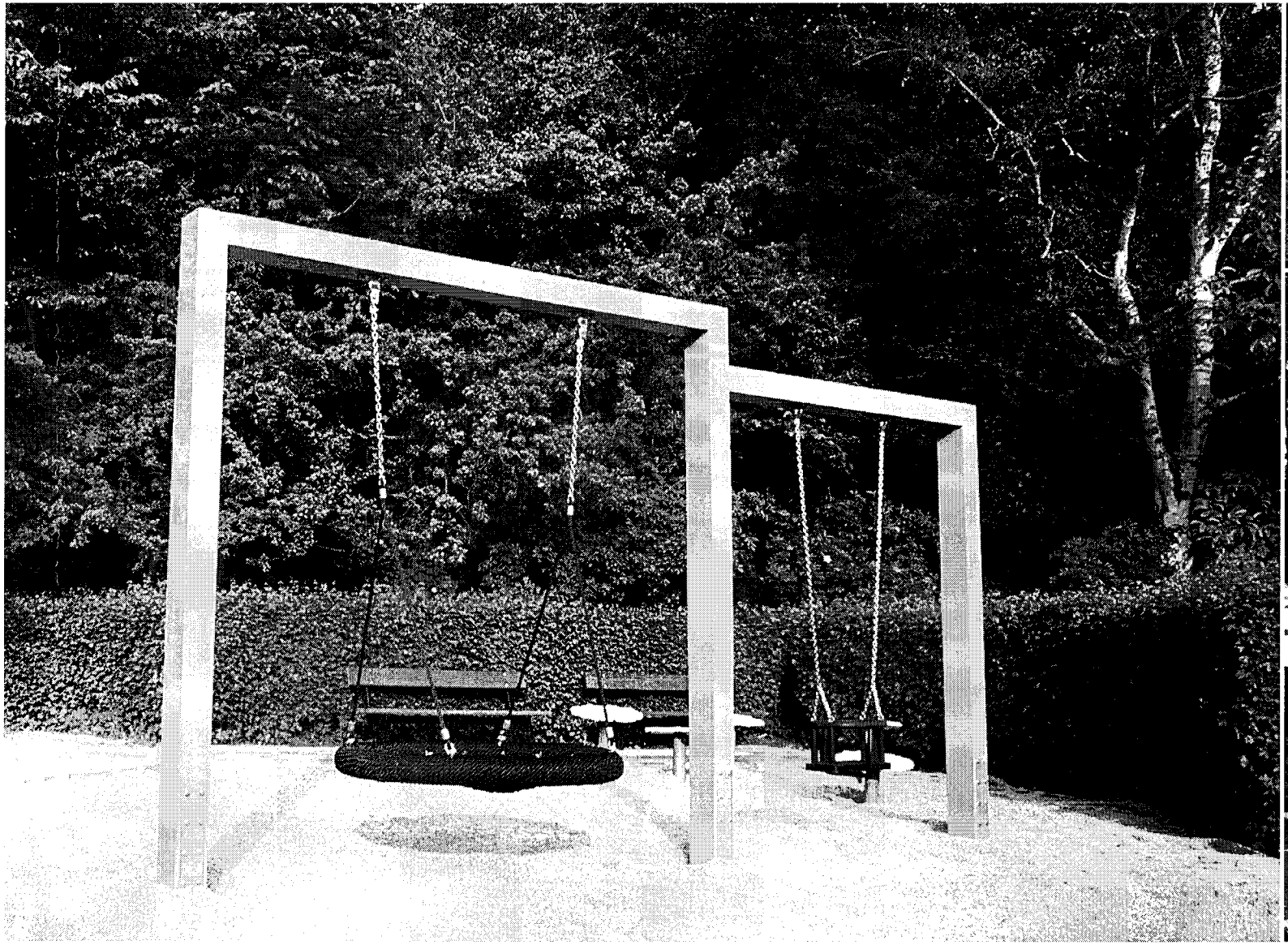

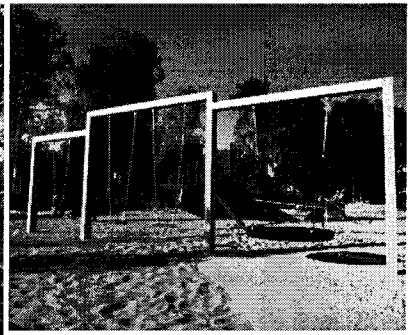

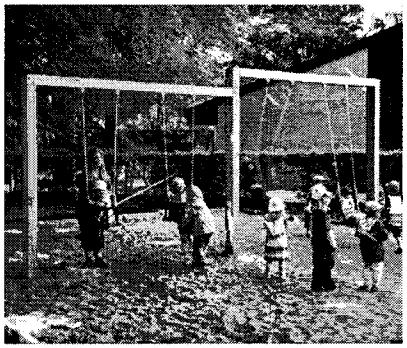

Swings

We make many different swings. Traditional swings, swings for young children and for their parents as well as bird's nest swings. All frames are painted.

Tripleframe w. 2 normal swings, 1 birdnest and 1 babyswing: **€ 7.000**
Doubleframe w. 1 babyswing and 1 birdnest (as above): **€ 5.800**
Singleframe w. 1 birdnest: **€ 4.300**

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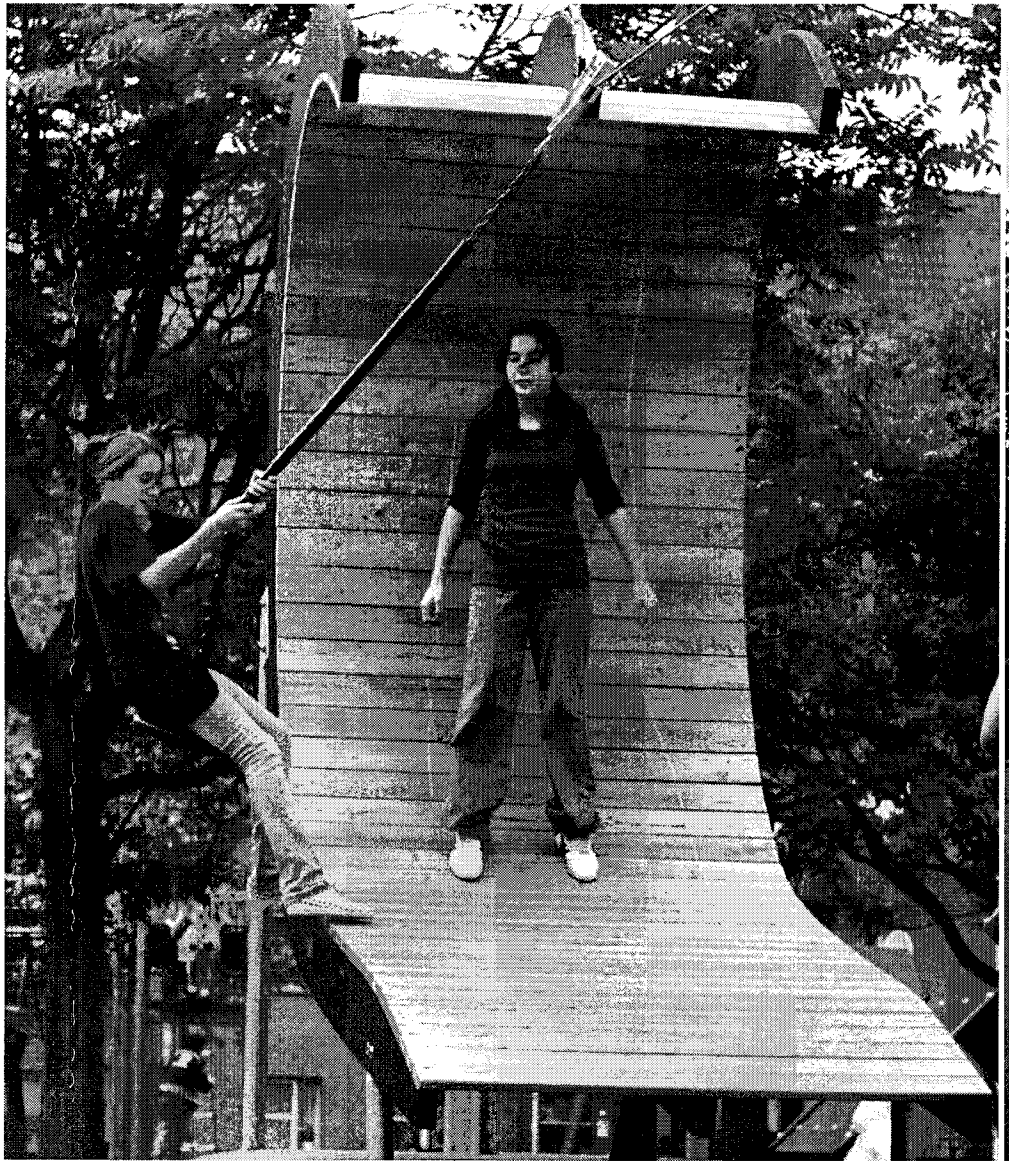
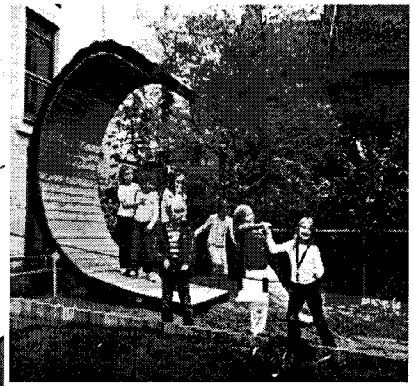
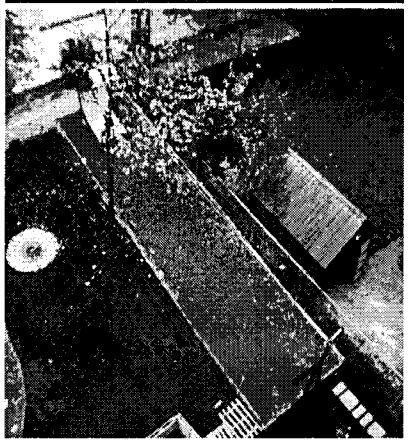
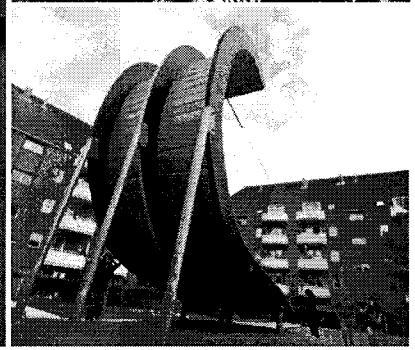








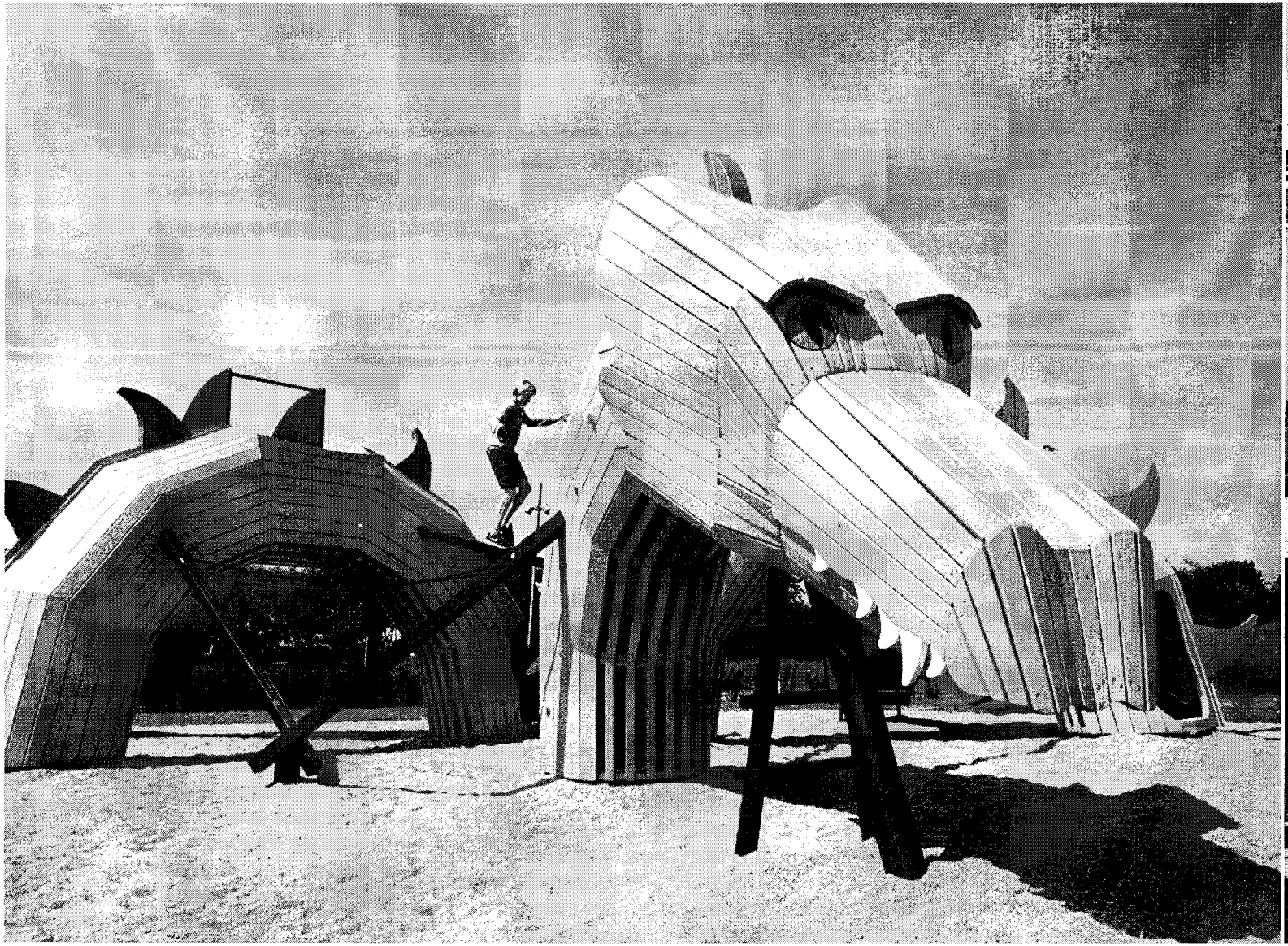
The Wave

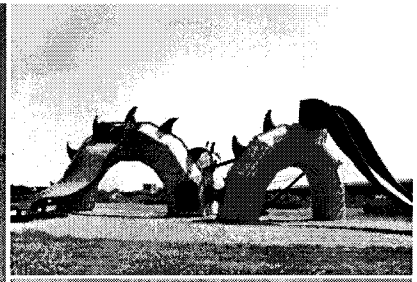
The ropeway is a hybrid between a wave and a skateboard ramp. Children can choose between taking off like on a normal ropeway or hold on to the rope and run vertically up the wave at high speed.

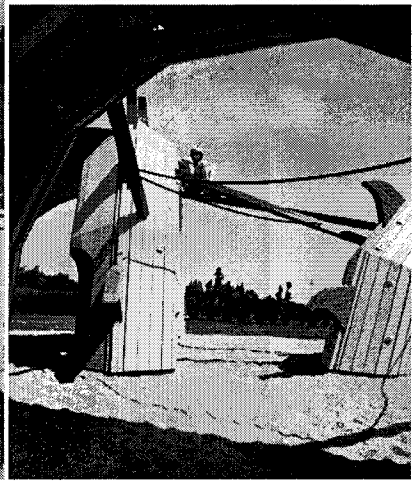
The wave is 1,5 m wide, and the ropeway is between 13-20 m long. The price is **€12.300.**

MONSTRUM
Nordholmen 14
DK - 2650 Hvidovre
+45 3322 1077

post@monstrum.dk
www.monstrum.dk







The Dragon

The Dragon has climbing knobs installed all over the body, creating climbing routes leading to the dragons back. In the open space between the dragons curving body parts balance beams and ropes allow the children to climb all over the playground. There is two double slides on the dragon very tall and steep slide for the older children, and a smaller one for the younger.

The price for the dragon incl. slides is **€ 56.900**

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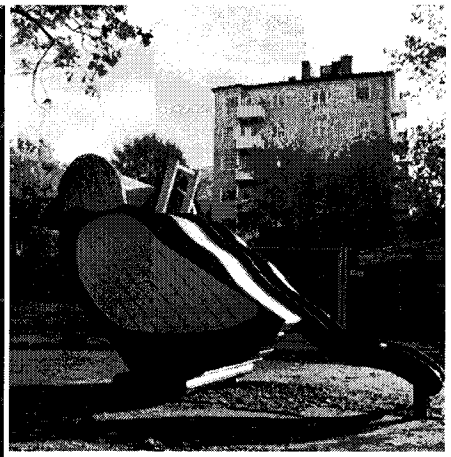

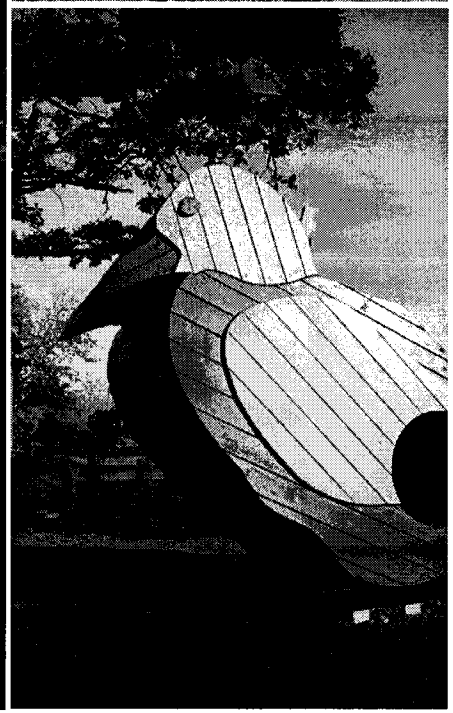

The Seagulls

What is that behind the trees? Oh, it is an glorious seagull with her little baby bird. The curious kids climb up the ladders and into the stomach of the big seagull through a hole in the side. They can also climb and slide on the surface of both birds. The slide is 280 cm high and 100 cm wide. The dimensions of the seagull is h: 330 l: 650 b: 270 cm. Dimensions of the small one is 160 x 380 x 230 cm.

The price for the big seagull is **€ 39.500** incl. slide. The small seagull incl. slide **€17.300**

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www.monstrum.dk

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION
MEMORANDUM

TO: Jimmy Morales, City Manager
FROM: John Elizabeth Alemán, Commissioner
DATE: July 6, 2016
SUBJECT: Agenda item for July 2016 City Commission Meeting

Please place the following item on the July 13th City Commission Meeting Discussion Agenda:

Legislative history of height increases in Miami Beach.

In order to shed light and better understand the legislative history of height increases approved and implemented in the City of Miami Beach in the last few years, I would like to ask city officials to explain them in some detail.

If you have any questions please do not hesitate to call our office at ext.6473.

Thank you!

MIAMI**BEACH**
Commissioner John Elizabeth Alemán
OFFICE OF MAYOR AND COMMISSION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7102 / Fax: 305-673-7096 / www.miamibeachfl.gov

Agenda Item R9R
Date 7-13-16

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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: Commissioner Michael Grieco MG

DATE: July 7, 2016

SUBJECT: **DISCUSSION REGARDING DISABILITY ACCESS COMMITTEES' MOTION (LTC NO. 162-2016) TO SUPPORT INSTALLATION OF AN ADA PATH ON THE 1100 BLOCK OF LINCOLN ROAD CONNECTING LENOX AVENUE AND ALTON ROAD**

Background

On December 12, 2012, there was a Commission discussion and referral to the Land Use and Development Committee related to the condition of the stones in the 1100 block of Lincoln Road and accessibility for people with disabilities.

To address the accessibility issue the City Commission approved a capital budget entitled Lincoln Road Mall ADA Pedestrian Pathway with funds for $70,000 for construction; funding later increased to $87,500.

Staff analyzed different options to provide a smoother surface and selected as best option to provide a four-foot wide smooth path by having stones chipped out, cutting a smooth surface on each stone and driving them back to the same level for a uniform surface while preserving its aesthetic appeal and durability.

Staff from Public Works has analyzed the area and worked on a draft design for the ADA path. The Disability Access Committee sent the above referenced LTC to revive the discussion and seek support for the project.

Agenda Item R9S
Date 7-13-16

MIAMIBEACH

OFFICE OF THE CITY MANAGER

LTC# **162-2016**

LETTER TO COMMISSION

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: April 14, 2016

SUBJECT: **Motion Made by the Disability Access Committee on February 18, 2016**

On February 18, 2016, the Disability Access Committee approved the following motion:

Motion: For the City Commission to support the installation of an ADA Path on the 1100 block of Lincoln Rd connecting Lenox Ave and Alton Rd.

Motion made by: *Oliver Stern* ***Seconded by:*** *Gloria Salom.*
Adopted 10-0 by voice vote.

The path is intended to provide a smooth surface to users of mobility devices to travel along this section of Lincoln Rd. The smooth surface will also be friendlier to people in high heels, babies on strollers, and the elderly.

JLM/MT/AD/AK/VM

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
OFFICE OF THE CITY CLERK

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Rafael E. Granado, City Clerk

CC: Raul J. Aguila, City Attorney
Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **Notification Of Receipt Of Save Miami Beach 2016's Petition For The City Commission To Submit To City Electors An Amendment To Section 1.03 Of The City Charter.**

On July 5, 2016, pursuant to Section 7.04 of the City Charter, original petition papers were presented by Save Miami Beach 2016, a political committee, to the City Commission, via the Office of the City Clerk, as one (1) instrument, containing an estimated 4,804 signatures, petitioning the City Commission to submit to the qualified electors of Miami Beach, in a Special Election to be held on November 8, 2016, the following amendment to the City Charter:

> Sec. 1.03 Powers of City
>
> (f) The maximum building height in any zoning district within the City of Miami Beach shall not be increased by zoning or land development regulation, text or map amendment, transfer, or any other means from its current maximum building height as it exists on the date of adoption of this Charter Amendment, except for variances no greater than three feet, and height regulations exceptions in the City Code section 142-1161 in existence on January 1, 2016, unless any such increase in maximum building height shall first be approved by a vote of the electors of the City of Miami Beach. This provision is effective on the date of its approval by the electors of Miami Beach.

A copy of the petitioner's proposed ballot title and ballot question is attached hereto as Exhibit "A."

On July 6, 2016, pursuant to Section 7.04 of the City Charter, the City Clerk determined that the petition papers that were formally presented by Save Miami Beach 2016 were in proper form.

Pursuant to Section 7.04 of the City Charter and Section 6.03 (A) of the Code of Miami-Dade County, the City Clerk transmitted the original signed petitions to the Miami-Dade County Elections Department, for the purpose of obtaining a determination whether the petition as a whole had been signed by ten percent (10%) of the qualified electors of the City of Miami Beach[1]. See Exhibit "B."

[1] According to the Miami-Dade County Elections Department, as of July 1, 2016, the City has 42,313 qualified and registered voters.

Agenda Item R9T
Date 7-13-16

The City Clerk has requested that the Miami-Dade County Elections Department complete the certificate as to the petition's sufficiency as to the requisite number of signatures on or before July 13, 2016.

Upon receiving notification from the Miami-Dade County Elections Department, the City Clerk shall then promptly forward the certificate on to the petition's initiator and shall present the certificate to the City Commission.

You may view a copy of the petition papers submitted at:
http://www.miamibeachfl.gov/WorkArea/DownloadAsset.aspx?id=88219

If you have any questions, please contact me at Extension 6451.

EXHIBIT "A"

PROPOSED BALLOT TITLE AND BALLOT SUMMARY
NOVEMBER 8, 2016 SPECIAL ELECTION

I. PROPOSED BALLOT TITLE AND BALLOT SUMMARY:

CHARTER AMENDMENT REQUIRING VOTER APPROVAL BEFORE ALLOWING AN INCREASE TO THE MAXIMUM BUILDING HEIGHTS

SHALL THE CHARTER BE AMENDED EFFECTIVE NOVEMBER 9, 2016 REQUIRING PRIOR APPROVAL BY A MAJORITY OF VOTERS IN A CITY-WIDE ELECTION TO ENACT ANY CHANGE TO THE LAND DEVELOPMENT REGULATIONS THAT ALLOWS AN INCREASE TO MAXIMUM ALLOWABLE BUILDING HEIGHTS, EXCEPT FOR VARIANCES NO GREATER THAN THREE FEET AND HEIGHT REGULATION EXCEPTIONS IN CITY CODE SECTION 142-1161 IN EFFECT ON JANUARY 1, 2016?

_____ YES

_____ NO

EXHIBIT "B"

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
OFFICE OF THE CITY CLERK

July 6, 2016

Michelle McClain
Miami-Dade Elections Department
2700 NW 87th Avenue
Miami, FL 33172

RE: **Verification Of Petition Signatures – Presentation By Save Miami Beach 2016 Of A Petition To The City Commission To Submit To City Electors An Amendment To Section 1.03 Of The City Charter.**

Dear Ms. McClain:

Enclosed are the original petition forms received from Save Miami Beach 2016, a political committee organized on March 9, 2016. This petition seeks to amend the Charter in the City of Miami Beach. The Miami-Dade County Code, under Section 6.03 (A), requires the verification of ten percent (10%) of the qualified electors of the City in order for the petition to be sufficient. Please verify signatures in accordance with Miami Beach Charter Section 7.04, Miami-Dade County Code Section 6.03 (A) and State Law.

Save Miami Beach 2016 submitted the original petition forms to the Office of the City clerk on July 5, 2016.

The Miami Beach City Charter is silent as to the number of days by which the County must verify the submitted signatures. However, I respectfully request for the Miami-Dade Election Department to determine on or before July 13, 2016, whether the required number of valid signatures was obtained.

Please return the original petition forms to us along with a certificate certifying the number of valid signatures.

Respectfully,

Rafael E. Granado, City Clerk

RECEIVED
2016 JUL -6 PM 2:
MIAMI-DADE COUNTY
ELECTIONS DEPARTMENT

Enclosure:

- 1,310 sheets petition forms. To wit: 49 sheets with 1 estimated signature; 60 sheets with 2 estimated signatures; 169 sheets with 3 estimated signatures and 1,032 sheets with 4 estimated signatures. Total estimated signatures: 4,804.
- Miami Beach Charter Section 7.04
- Miami-Dade County Code Section 6.03 (A)
- Check from Save Miami Beach (Number 1096) for $480.40

F:\CLER\CLER\000_ELECTION\000_NOV 2016 SPECIAL ELECTION\Save Miami Beach 2016 - Petition\Correspondence and emails\Transfer of Petitions to Elections Department.doc

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager
FROM: Ricky Arriola, Commissioner
DATE: July 7, 2016
SUBJECT: **DISCUSSION ON PUBLIC BIKE REPAIR STATIONS.**

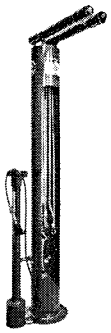
Please add the above subject as a discussion item to the July 13, 2016 Commission meeting agenda.

In an effort to make Miami Beach a more friendly place for bicyclists, I ask for City staff to look into adding public bike repair stations throughout the city. Bike repair stations are an amenity for bikers who need to make quick repairs on the go. The placement of these repair stations should be strategically placed, so as to be located in areas with the highest volume of cyclists. Attached are samples of different repair stations being used throughout the US.

Sincerely,
Ricky Arriola

MIAMIBEACH
Ricky Arriola, *Commissioner*
Office of the Mayor and Commission
1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139
Tel: 305-673-7000 x7107
www.miamibeachfl.gov

FIXIT



Today's Service Station

The Fixit includes all the tools necessary to perform basic bike repairs and maintenance, from changing a flat to adjusting brakes and derailleurs. The tools and air pump are securely attached to the stand with stainless steel cables and tamper-proof fasteners. Hanging the bike from the hanger arms allows the pedals and wheels to spin freely while making adjustments.

Patent D680,9145

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A PLAYCORE Company

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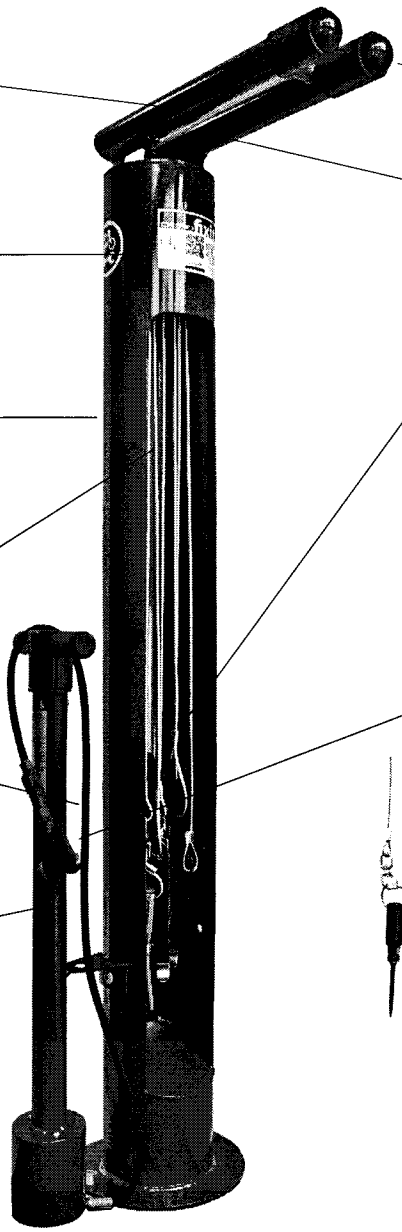
FIXIT



Hanger arms accommodate most types of bikes

Hanger arms can be mounted at 12, 3, 6, or 9 o'clock

Hanger is ADA compliant

QR code takes smart phone users to comprehensive bike repair web site

Large surface area for sponsorship, branding, or way-finding signage

Includes most commonly used tools for simple bike maintenance

Screwdrivers and Allen Wrenches are on swivel connectors for easier use

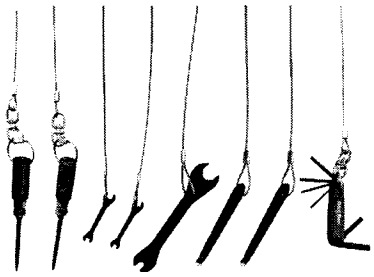
Tools are secured with braided stainless steel aircraft cables

Pump head accommodates Presta and Schrader valve stem types

Pump hose is reinforced for maximum protection

Pump holster can be mounted on either side or back of Fixit

Hanger and pump (shipped as 2nd package) pack inside main body for easy, inexpensive shipping

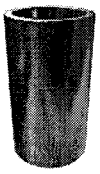


Tools included:
Philips and flat head screwdrivers
2.5, 3, 4, 5, 6, 8mm Allen wrenches
Headset wrench
Pedal wrench
8, 9, 10, 11mm box wrenches
Tire levers (2)

FINISH OPTIONS

Galvanized

Stainless



Powder Coat

White	Black	Light Gray RAL 7042	Deep Red RAL 3003	Silver [illegible]
Chrome Yellow	Orange RAL 2004	Green RAL [illegible]	Iron Gray 7011	Hunter Green RAL 6005
Light Green RAL 6018	Green RAL 6016	Sepia Brown RAL 8014	Bronze	Silver 9007
Dark Purple	Flat Black	Wine Red RAL 3005		

Thermoplastic

Black	Green	Red	Gray	Brown

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BIKE FIXTATION

www.bikefixtation.com

Deluxe

Public Work Stand

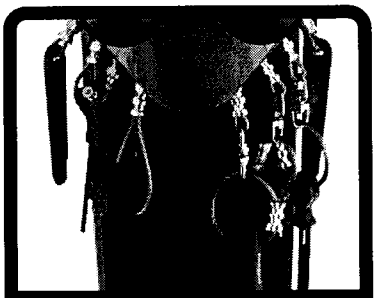
- Tools securely attach by retractable braided stainless steel cable
- Large surface area for custom branding/signage; optional Bike Fixtation branding as shown is available by request
- Designed to directly interface with all three of Bike Fixtation's manual pumps and Wheel Chock attachments (sold separately)
- Long hose provides wide range without touching the ground
- Impact and UV resistant front won't show wear from pedal strikes
- ADA-compliant design

Specifications

Construction	
Material	**Formed and welded steel, cast aluminum**
Tool tethering	**Retractable Stainless steel aircraft cable**
Finish Options	
UV resistant powder coat, custom colors available	
Galvanized	
Stainless steel	
Installation Options	
Surface mount	
Embedment	
Tools Included	
Phillips & standard screwdrivers	
Steel core tire levers (2)	
Headset/pedal wrench	
8/10 & 9/11mm cone wrenches	
Torx T-25	
Hex key set	
Dimensions	
Imperial	**8.5" W x 56" H x 21" D**
Metric	**21.6 x 140.8 x 53 cm**

Security Rating

9/10



Retractable tools prevent tangling and aid organization

Can service two bikes at once

Includes link to online help

CE

Made in USA

Patent Pending

Visit www.bikefixtation.com or call 612-568-3498 (USA) for more information

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: July 13, 2016

SUBJECT: **City Attorney's Status Report**

LAWSUITS FILED BY OR AGAINST THE CITY OF MIAMI BEACH SINCE THE LAST REPORT

1. **M.C. Dean, Inc., v. City of Miami Beach, Florida and International Brotherhood of Electrical Workers, Local 349** Civil Action No. 1:16-cv-21731-CMBA (United States District Court for the Southern District of Florida)

   Plaintiff alleges the City improperly disclosed its Trade Secrets in response to a public records request from a third party. The City will vigorously defend this claim.

2. **Federal National Mortgage Association vs Jorge Rodriguez,** Case No. 15-24424 CA 27 (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 8751 SW 200 Terrace, Miami, Florida. The Pluries Summons and Verified Complaint were served on the City on June 2, 2016. The City's Answer and Affirmative Defense was filed on June 15, 2016.

3. **Valentino Castro v. M. Vila & Associates, Inc., Metro Express, Inc., City of Miami Beach, Chen Moore and Associates, Inc. and Atkins North America, Inc.,** Case No. 16-011970 CA 01 (Circuit Court - 11th Judicial Circuit in and for Miami-Dade County, Florida)

   The City was served with this complaint on June 8, 2016, This is a companion case to Luis Nazario, as Personal Representative of the Estate of Miriam Cabrera, deceased vs. M. Vila & Associates, Inc, Metro Express, Inc. and Chen Moore and Associates, Inc., Circuit Ct Case No. 1-025280 wherein Ms. Cabrera was the passenger to the motorcycle being driven by Valentino Castro. The Plaintiff is suing the City and the other co-defendants, who were contractors working at the location, for negligence. We were made aware of this lawsuit by our outside counsel on the Miriam Cabrera decedent case, Keathan Frink. Mr. Frink has informed our adjuster of Travelers' Insurance Company of this new related lawsuit and requested that we forward the summons to him, which we have done. He also indicated that he will reach our adjuster to inform her that we have been served and it is our understanding that he will be filing a response on behalf of the City without the necessity of us tendering this lawsuit to Travelers Insurance considering that they had picked up the tender for the Miriam Cabrera suit and the facts of this Valentino Castro suit all arose out of the same incident.

RA\SR\RR\EB\lr
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Agenda Item R10A
Date 7-13-16

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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, July 13, 2016, In The City Manager's Large Conference Room, Fourth Floor, City Hall, For A Discussion Relative To Collective Bargaining.

Agenda Item R10B
Date 7-13-16

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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: Raul J. Aguila, City Attorney

DATE: July 13, 2016

SUBJECT: Closed Attorney-Client Session

Pursuant to §286.011, Florida Statutes, the City Attorney hereby advises the Mayor and City Commission that he desires advice concerning the following pending litigation matter:

City of Miami Beach v. Hargreaves & Associates, et al.
Case No. 10-61979 CA 03
Circuit Court, 11th Judicial Circuit

Therefore, a private closed Attorney-Client Session will be held during the lunch recess of the City Commission meeting on July 13, 2016, in the City Manager's Large Conference Room, Fourth Floor, City Hall to discuss settlement negotiations and/or strategy related to litigation expenditures with regard to the above-referenced litigation matter.

The following individuals will be in attendance: Mayor Philip Levine; Members of the City Commission; Micky Steinberg, Joy Malakoff, Michael Grieco, Ricky Arriola, Kristen Rosen-Gonzalez, and John Elizabeth Aleman; City Manager Jimmy L. Morales, City Attorney Raul J. Aguila, First Assistant City Attorney Steven Rothstein, Meredyth Cooper, Esquire and Carlos de Zayas, Esquire

RJA/shr/mmm

Agenda Item R10C
Date 7-13-16

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R10D Notice Of Closed Executive Session

Pursuant To Section 255.065, Florida Statutes, A Closed Executive Session Will Be Held During Recess Of The City Commission Meeting On Wednesday, July 13, 2016, In The City Manager's Large Conference Room, Fourth Floor, City Hall, For A Discussion Regarding An Unsolicited Proposal From Collins Park Partners, LLC, For The Collins Park Arts Garage Project, And Requesting City Commission Authorization To Either Accept The Unsolicited Proposal And Proceed With The Solicitation Of Alternative Proposals In Accordance With Florida Statute 255.065; Or Reject The Unsolicited Proposal And Proceed With A Competitive Solicitation For The Collins Park Mixed-Use Garage Facility Project In Accordance With Any Direction That May Be Provided By The Mayor And City Commission.

Agenda Item R10 D
Date 7-13-16

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REPORTS
AND
INFORMATIONAL ITEMS

1. Reports and Informational Items (see LTC 295-2016)

Agenda Item 1
Date 7-13-16

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MIAMIBEACH

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

287-2016

LETTER TO COMMISSION

To: Mayor Philip Levine and Members of the City Commission

From: Jimmy L. Morales, City Manager

Date: July 13, 2016

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
RFP-2016-009-ME	10/19/2015	To Seek Proposals From Parties Interested In Partnering With The City To Develop Public Parking Garages Within The City of Miami Beach	Parking
RFP-2016-034-AK	01/20/2016	Fire & Police False Alarm Billing System	Police
RFP-2016-036-KB	01/15/2016	Design/Build Services for Police Station Building, Firing Range Ventilation Systems Replacement	CIP
RFP-2016-052-KB	12/18/2015	Design/Build Services for Stormwater Pump Station on 19th Street Between Convention Center Drive and Meridian Avenue	Public Works
PRD-2016-071-KB	01/12/2016	Notice of Receipt of Unsolicited Proposal and Request for Alternative Proposals for Light Rail/Modern Streetcar Project in Miami Beach	Transportation
RFP-2016-090-KB	03/14/2016	Design/Build Services for West Avenue Improvements Phase II South of 14th Street	Public Works
RFP-2016-091-KB	03/14/2016	Design/Build Services for West Avenue Improvements Phase II North of 14th Street	Public Works

Agenda Item 2
Date 7-13-16

RFQ-2016-097-KB	05/16/2016	P3 Consultant for Workforce Housing Initiative	Office of Housing & Community Services
ITN-2016-084-WG	04/22/2016	Administration of the City's Ancillary Health Benefits for Employees, Retirees and their Dependents - Family and Medical Leave Act (FMLA) Administration; Long-Term Disability Coverage for Defined Contribution Retirement Plan (401A) Participants, and Voluntary Short-Term and Long-Term Disability; Group Dental Coverage; and Group Term Life and Accidental Death & Dismemberment Coverage	Human Resources
RFP-2016-100-KB	02/26/2016	Design/Build Services for Stormwater Pump Station at the Intersection of Alton Road and North Bay Road and Associated Stormwater Improvements for North Bay Road	Public Works
RFQ-2016-107-WG	04/14/2016	Hosted Automatic Call Distribution Service	Finance
ITB-2016-111-ND	03/25/2016	Concrete Curbing/Sidewalk Construction Purchase of Asphaltic Concrete/Related Materials and Striping of City Streets and Parking Lots	Public Works
RFQ-2016-116-KB	04/20/2016	Architectural and Engineering Design Services for New Bus Shelters	Transportation
ITB-2016-128-KB	04/20/2016	Middle Beach Recreational Corridor (MBRC) Phase II – Section I (From 53rd street to 64th street)	CIP
RFQ-2016-138-KB	05/18/2016	Architectural and Engineering Design Services for Maurice Gibb Memorial Park	CIP
RFQ-2016-139-WG	05/13/2016	Access Control and Security System Consultant	Emergency Management
ITB-2016-144-KB	05/20/2016	Construction of Surface Lot (1A) P2-Penrods	CIP
RFP-2016-178-ND	07/15/2016 (Tentative)	Variable Frequency Drive Replacement at City's Pump Stations	Public Works
RFQ-2016-147-KB	06/10/2016	Construction Management at Risk Services for the Construction of the Convention Center Carl Fisher Clubhouse	CIP
RFP-2016-157-KB	07/15/2016 (Tentative)	Design of an Iconic Crosswalk/Intersection Incorporating the rainbow theme on 12th St. & Ocean Drive	Transportation
ITB-2016-066-MT	06/29/2016	Botanical Gardens Door, Windows, & Courtyard Replacement	Property
ITB-2016-072-AK	07/6/2016 (Tentative)	Apparel and Safety Shoes	Citywide
ITB-2016-077-AK	06/30/2016 (Tentative)	Hydraulically Powered Stretcher with Integrated Patient Looking System	Fire

ITB-2016-135-ND	07/15/2016 (Tentative)	For Maintenance of Street Lighting on State Roads within The Miami Beach City Limits	Public Works
ITB-2016-145-ND	07/15/2016 (Tentative)	Plumbing Services	Property
ITB-2016-149-ND	07/08/2016 (Tentative)	Lease of Golf Course Turf Maintenance Equipment for the Miami Beach Golf Club and Normandy Shores Golf Club	Parks and Recreation
RFQ-2016-152-WG	07/15/2016 (Tentative)	Real Estate Brokerage Services	Real Estate
ITB-2016-153-KB	6/20/2016	Construction Services for Allison Park	CIP
RFQ-2016-170-KB	07/15/2016 (Tentative)	GPS Tree Inventory Services	Environment & Sustainability
ITB-2016-142-MT	07/08/2016 (Tentative)	Window Cleaning Washing Services	Property Management
ITB-2016-151-MT	07/08/2016 (Tentative)	Chiller Repairs, Maintenance and New Equipment	Property Management
RFP-2016-166-KB	07/15/2016 (Tentative)	Design/Build Services for Right of Way Infrastructure Improvements Program for Neighborhood No. 5: La Gorce Neighborhood	Public Works
ITB-2016-173-WG	07/15/2016 (Tentative)	Collins Park Lighting and Sound System	Parks and Recreation

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.

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **REPORT FROM COMMISSION COMMITTEES OF WITHDRAWN ITEMS NOT HEARD WITHIN (6) SIX MONTHS FROM REFERRAL DATE.**

Pursuant to Resolution No. 2013-28147, items that are referred to Commission Committees to be reviewed, but are not heard by that Committee within (6) six months of its referral date are automatically withdrawn.

Attached is a list of item(s) that were automatically withdrawn for July 2016:

Neighborhood/Community Affairs Committee

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

2. Discussion Regarding The Convention Center Park And Veteran's Plaza. (Office of the City Manager/ September 2, 2015, Item C4G)

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.

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Agenda Item 3
Date 7-13-16

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MIAMIBEACH

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

OFFICE OF THE CITY MANAGER

LTC # **277-2016** LETTER TO COMMISSION

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 30, 2016

SUBJECT: **Miami Beach Convention Center Construction Project Update**

The purpose of this LTC is to update the Mayor and City Commission on the Miami Beach Convention Center renovation and expansion project through the month of May 2016. Project dashboard is attached as Exhibit A and a corresponding Budget Summary Breakdown is attached as Exhibit B. In addition, narrative updates are as follows:

TRADE BIDDING

The majority of the trade bidding is complete; approximately $4.3 million remains to be contracted. The remaining pending trades are caulking, site concrete, site furnishings, and the canal floodwall. Currently, the $412.5 million trade budget came 0.6% over the initial projection, or $2.3 million. The overage will be funded out of the Construction Manager's (CM) contingency. Refer to Exhibit B1 for a detail summary of the over/under on each contract.

GUARANTEED MAXIMUM PRICE (GMP)

Direct Purchase

The City continues its direct purchase of materials for the project, heading toward a budgeted sales tax savings of $6 million. Through May 31 the City has directly purchased $29.3 million in materials resulting in a sales tax savings of $1.66 million.

Construction Manager's (CM) Contingency

$3.67 million out of the $29.7 million CM contingency has been utilized. Refer to Exhibit B1 for a summary of the total CM Contingency use.

GMP Reconciliation

The GMP was negotiated utilizing construction documents that were 65% complete. The contract with the construction manager contemplates a reconciliation process once the design documents are complete. As outlined in prior project LTCs, the design documents were completed in February, however the approach to life safety in the original design was determined to be too costly to implement. A new approach was developed in March and the contractor was notified of the approach. The revised construction documents were issued May 23, 2016. The cost and schedule impacts of the new design are being incorporated into the project.

As with all remodeling projects, design, construction, scheduling, and costs are an ever moving target. This is why the City established a $29.7 million construction manager's contingency and a $35 million owner's contingency. Prior to the issuance of the May design update documents, Clark estimated that the schedule needs to recover 45 days

Agenda Item 4

Date 7-13-16

and the project needs to utilize $42 million of the combined $65 million in contingency. Preliminary review of the schedule and cost impacts by the City and its owner's Representative have found that: 1) some of these costs are overstated; 2) some of the costs should be borne by the trade contractors, especially those under "design-assist" contracts; 3) some of the costs should be borne by the construction manager's contingency, and 4) some of the costs are the responsibility of the owner's contingency. The owner's contingency is generally for items driven by the owner, including certain changes driven by requirements of the Authority Having Jurisdiction (AHJ) discovered after the GMP was established.

Clark is working with its sub-contractors to incorporate the updated design from a schedule and budget perspective. The City is to receive the next draft of the reconciliation in July, and the City will work through the issues in August, and potentially into September. For each issue, the City and its team will assess the scope of the change, cost of the change, and the responsible party pursuant to the contract.

Please note that the use of contingency is within the original approved budget. No additional funding would be required.

Draw
Taking into account direct purchases and payments for the construction, a total of $71.0 million, or 13.8%, of the total updated GMP amount of $513,788,741 has been paid through May. For a detailed breakdown, refer to Exhibit B (GMP + Direct Purchases Line Item).

DESIGN STATUS
The formal design documents that included the new approach to life safety were submitted to the construction manager on May 23. The net cost impact is planned to be known in late July.

SCHEDULE
As mentioned above, prior to the issuance of the May design update documents, the CM estimated that the schedule is 45 days behind their planned schedule and they are working on a recovery plan to get back on schedule. The delays have been driven by: 1) the CM not accomplishing pre-construction planning services and enabling work in 2015, 2) the CM being behind in creating an approved base-line schedule, 3) the CM not obtaining de-watering permits within required timeframes, 4) changes to planned work and work in place due to design changes, 5) changes required by Florida Power & Light, and 6) CM correction/rework of non-conforming/defective work.

The CM has and will implement a number of initiatives to mitigate the delays and will present these to the City for approval over the next 30 to 60 days.

Finally, The GMP contemplates a June 30, 2018 completion. Knowing renovation as complicated as this can create schedule challenges, the City instructed Spectra (the convention center manager) to book only 2-hall events through September 2018, and to discuss with the construction team if a high economic impact event desires the full facility in September of 2018. Consequently, even if the final completion is delayed, no events will be impacted.

CONSTRUCTION
Key construction activities for the month of May included:

- South Addition: Continued Structural Concrete Foundation work.

- North Addition: Continued installation of concrete sheer walls, pilaster walls, helix and FPL electrical Vault. Began installation of the Structural Steel Erection crane pad for Manitowoc 16000 (440 ton) crane. Continued installation of underground electrical conduits and underground storm piping.

- Halls A and B: Finished demolition of slab in Hall A and started in Hall B; continued installation of roof drains, white silicone roof coating; spiral ductwork; catwalks; sprinkler feeder pipes; storm water overflow and chill water piping; feeds for electrical buss ducts, high bay lighting and stick-pin insulation in Hall B.

- East Concourse: Installed roof trusses; bar joists and decking for roof opening at center area; CMU; door frames; small conduit racks; communication duct banks; exterior stem walls; slab on grade; underground plumbing; demolition and removal of exterior façade elements and demolition of service corridor drywall; rough-in for sanitary and storm systems; begin layout and framing of walls.

OWNER COSTS
A total of $38,936,991, or 58.5%, of the owner cost budget has been expended to date. The high percentage is due to the inclusion of design as a large component of Owner's Cost and a $7 million transfer of funding to the City's Art in Public Places (AiPP) fund. Both of those items together constitute 43.2% of the current total percentage of 58.5%. For a full detailed breakdown of the owner costs, refer to Exhibit B.

OVERALL COSTS
From an overall project perspective, just under $109.9 million, or 18.95%, has been spent on the $615.9 million project.

LOCAL HIRE
Clark Construction continues their commitment to maximizing workforce opportunities for City of Miami Beach and Miami-Dade County residents. A total of 1,617 workers have been employed by the project. This includes all certified payroll from October 2015 to May 31, 2016. The labor force includes full-time, part-time, and temporary labor and also includes daytime and nighttime shifts.

Attached as Exhibit C is a summary of the local hiring efforts, to date, of Clark and its subcontractors. The current report shows a summary of all employees on the project thus far, sorted by zip code. Clark is currently almost 61.4% local hire by individual (Miami Beach, with a total of 13 employees, and Miami-Dade County with a total of 980).

PUBLIC INFORMATION
The City continues to dedicate efforts to advise the public of the status of the project through the City's social media outlets including Twitter, Facebook, and Constant Contact. A monthly newsletter and traffic alerts are included as part of the outreach effort. For an example of the posts for the month of May, refer to Exhibit D.

If there are any questions, please do not hesitate to contact myself or Maria Hernandez at Extension 2584.

Attachments:
Exhibit A – Project Dashboard and Site Photos
Exhibit B – Budget Summary Breakdown
Exhibit B1 – Contractor Contingency Log
Exhibit C – Clark Construction Local Hiring Summary
Exhibit D – Public Outreach Report

JLM / MH

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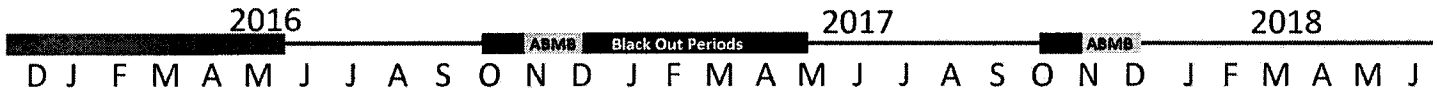
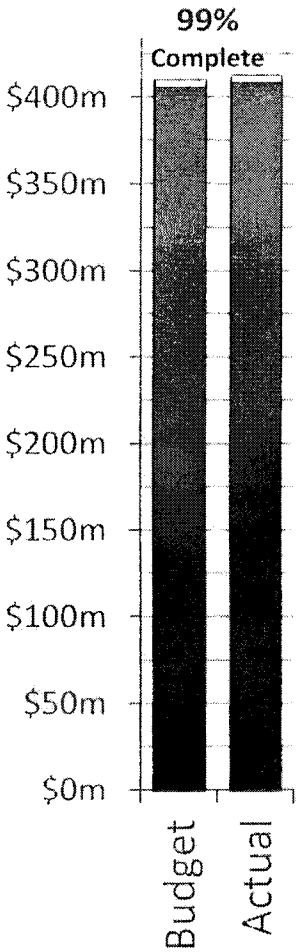
Convention Center Renovation & Expansion Project Dashboard

May 31, 2016

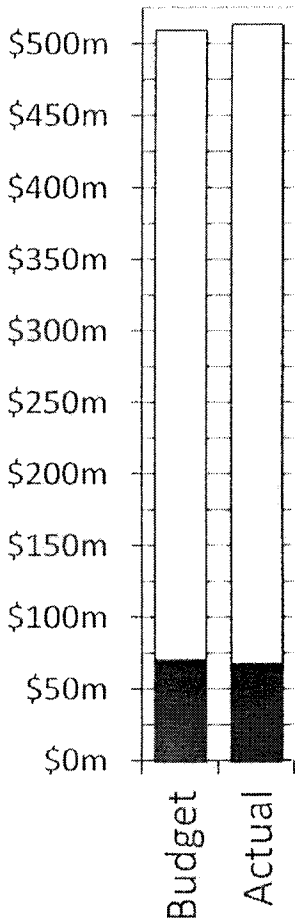
EXHIBIT A



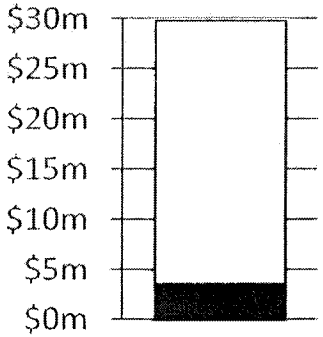
Trade Bidding



Net GMP Draw



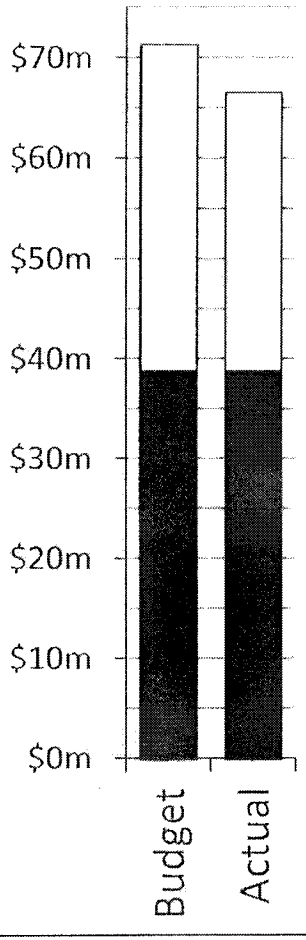
CM Contingency



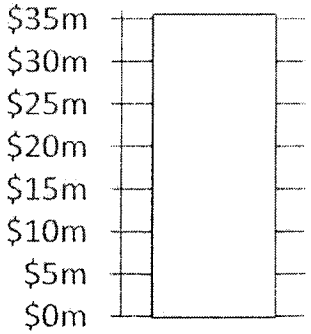
Construction Notes:

- **99%** of trades have been bid. Approximately **$4.3M** in trade bids remain.
- **13.82%** of the total GMP budget has been expended.
- **$3.6M** of CM contingency has been utilized. Refer to LTC narrative and Exhibit B1 for description and detail.

Owner Costs



Owner's Contingency



Owner Budget Notes:

- **58.5%** of owner budget has been expended.
- **0%** of the owner's contingency budget has been expended.

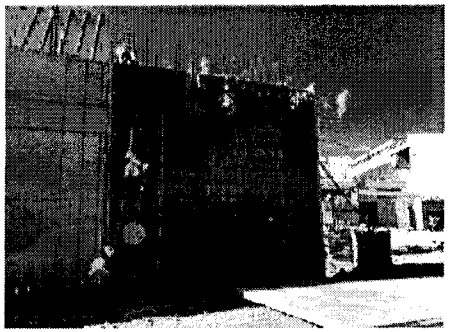
Other Notes:

- All events have occurred as scheduled.
- GMP Reconciliation in process. Refer to LTC narrative.

Convention Center Renovation & Expansion
Project Dashboard

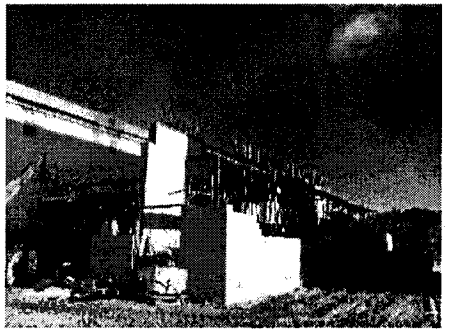
EXHIBIT A

May 31, 2016

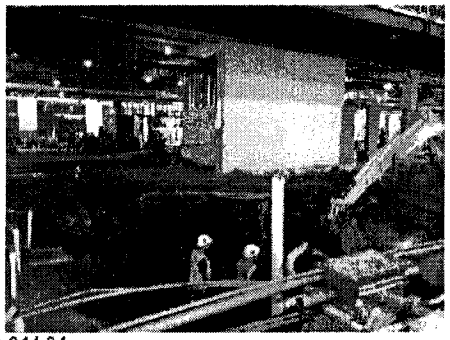


O-044.01
North Loading Dock – View S from Grids 2 & H.71

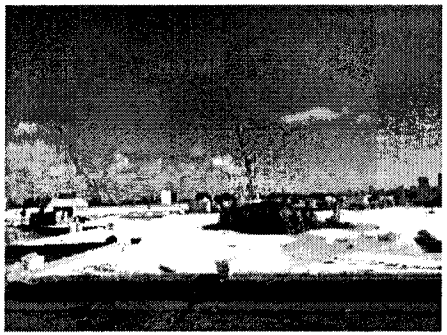
O-044.02
North Loading Dock – View N from Grids U & 1



O-044.03
Elec. 1.09.08 – View NW from Grids 7 & H.71



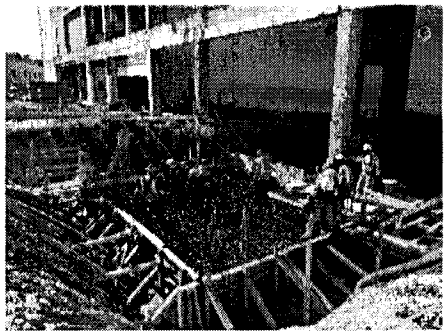
O-044.04
Hall A – View E from Grids Q & 10



O-044.05
East Conc, Roof – View N from Grids 18 & T

O-044.06
East Conc, Level 2 – View S from Grids R & 8

O-044.07
East Conc, Lv 1 – View S from Grids T & 22.16



O-044.08
Elev 07.01 – View SE from Grids 6 & P.82

O-044.09
East Con, Ext Facade – View N from Grids 15 & U

Convention Center Renovation & Expansion Project Dashboard

May 31, 2016

EXHIBIT A

O-043.01
Hall A – View SE from Grids P & 15

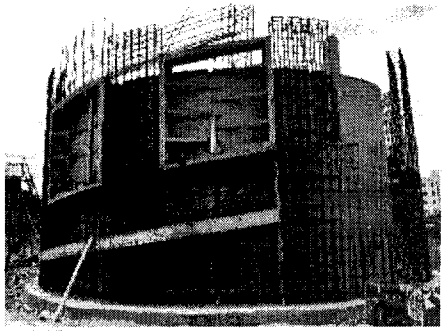
O-043.02
East Conc, Lvl 2 – View W from Grids T & 7.32

O-043.03
Elec. 1.09.08 – View S from Grids 3.5 & H.33

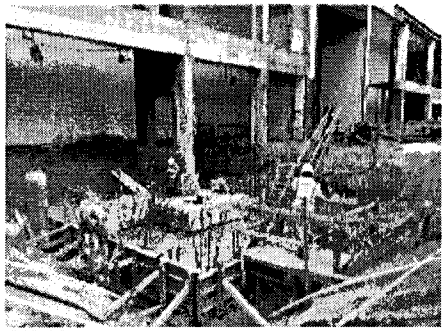
O-043.04
East Conc, Lvl 1 – View W from Grids T & 8.32

O-043.05
East Con, Ext Face – View W to Grid 9.32 & U

O-043.06
Elec. Vault 1.09.02 - View N from G 4.4 & G.67



O-043.07
Helix 1.06.02 – View E from Grids Q.6 & 4.4



O-043.08
Elev 07.01 – View SW from Grids 5 & Q.31

O-043.09
South FPL Vault – View S from Grids 23.5 & Q.2

EXHIBIT B

Miami Beach Convention Center Expansion & Renovation Project

	Approved Budget				Dashboard Summary				
	10/7/15 Original Budget	% Total	Budget Variance		Current Forecasted Budget	Current Budget %	Current Expenses	% Spent	Balance Remaining
Trade Costs	$410,205,803	66.62%	2,332,955		$412,538,758	66.98%			$412,538,758
Direct Purchase	0	0.00%	-29,517,327		-29,517,327	-4.79%			-29,517,327
Change Orders	0	0.00%	950,501		950,501	0.15%			950,501
Subtotal	410,205,803	66.62%	-26,233,872		383,971,931	62.35%	47,846,377	12.46%	383,971,931
Contractor Soft Costs									
General Conditions (Clark Staffing)	24,465,886	3.97%	0		24,465,886	3.97%	4,920,000	20.11%	19,545,886
General Requirements	14,760,103	2.40%	57,633		14,817,736	2.41%	4,092,985	27.62%	10,724,751
Payment & Performance Bond	3,708,000	0.60%	-167,035	8	3,540,965	0.57%	3,502,402	98.91%	38,562
GL Insurance	1,807,650	0.29%	21,134		1,828,784	0.30%	281,999	15.42%	1,546,786
CMr Fees (3.8%)	17,288,003	2.81%	218,547		17,506,550	2.84%	2,429,560	13.88%	15,076,990
CCIP GL Wrap	0	0.00%	4,789,265	9	4,789,265	0.78%	4,754,575	99.28%	
CM Contingency	29,747,613	4.83%	-3,672,169	10	26,075,444	4.23%	0	0.00%	26,075,444
Base GMP	501,983,058	81.53%	-24,986,497		476,996,561	77.45%	67,827,898	14.22%	456,980,351
Other GMP Items (Including all mark ups)									
P-Lot Park (allowance)	10,000,000	1.62%	0		10,000,000	1.62%	0	0.00%	10,000,000
Storm water Drainage Culvert	3,475,000	0.56%	0		3,475,000	0.56%	0	0.00%	3,475,000
Subtotal	13,475,000	2.19%	0		13,475,000	2.19%	0	0.00%	13,475,000
Total GMP (Clark)	515,458,058	83.72%	-24,986,497		490,471,561	79.64%	67,827,898	13.83%	470,455,351
Direct Purchase Tax Savings	-6,000,000	-0.97%	0		-6,000,000	-0.97%	-1,660,029	27.67%	-4,339,971
Total Net GMP	**509,458,058**	**82.74%**	**-24,986,497**		**484,471,561**	**78.66%**	**66,167,869**	**13.66%**	**466,115,380**
Direct Purchases	0	0.00%	29,317,179		29,317,179	4.76%	4,844,406	16.52%	24,472,774
GMP + Direct Purchases	**509,458,058**	**82.74%**	**4,330,683**		**513,788,741**	**83.42%**	**71,012,275**	**13.82%**	**490,588,154**
Owner's Cost									
City Staffing & Expenses	1,561,000	0.25%	793,318	6	2,354,318	0.38%	894,190	37.98%	1,460,128
Consultant Fees (SAG)	1,047,725	0.17%	0		1,047,725	0.17%	784,252	74.85%	263,473
Owner's Rep (Hill)	5,585,673	0.91%	0		5,585,673	0.91%	945,563	16.93%	4,640,110
Design Fees (Fentress)	26,669,442	4.33%	465,000	11	27,134,442	4.41%	21,662,767	79.83%	5,471,675
Owner's Cost Estimator (US Cost)	400,030	0.06%	66,448	7	466,478	0.08%	386,371	82.83%	80,107
Pre GMP CM Fee (Clark)	2,594,073	0.42%	0		2,594,073	0.42%	1,556,444	60.00%	1,037,629
Testing & Inspections	2,328,943	0.38%	0		2,328,943	0.38%	174,799	7.51%	2,154,145
Permit & Plan Reviews	2,400,000	0.39%	0		2,400,000	0.39%	1,689,792	70.41%	710,208
Other - Misc.	783,526	0.13%	1,705,978	4	2,489,504	0.40%	414,821	16.66%	2,074,683
Other - Legal / DAP Board	63,515	0.01%	150,000	12	213,515	0.03%	63,515	29.75%	150,000
Other - Spectra	0	0.00%	500,000	13	500,000	0.08%	96,666	19.33%	403,334
Public Art (AIPP)	6,900,000	1.12%	160,797	3	7,060,797	1.15%	7,060,797	100.00%	0
MBCC FF&E	6,830,945	1.11%	250,000	14	7,080,945	1.15%	0	0.00%	7,080,945
Insurance:									
OCIP GL Wrap	9,000,000	1.46%	-9,000,000	5	0	0.00%	0		0
Builder Risk/Building (net)	1,600,000	0.26%	-450,000		1,150,000	0.19%	2,587,503	225.00% 1	-1,437,503
Professional Liability Umbrella	1,000,000	0.16%	-382,117		617,883	0.10%	617,883	100.00%	0
Carl Fisher Renovation Allowance	2,500,000	0.41%	1,000,000	15	3,500,000	0.57%	1,630	0.05%	3,498,370
Subtotal	71,264,872	11.57%	-4,740,576		66,524,296	10.80%	38,936,991	58.53%	27,587,305
Total Without Owner's Contingency	**580,722,930**	**94.32%**	**-409,893**		**580,313,037**	**94.23%**	**109,949,266**	**18.95%**	**498,042,655**
Owner's Contingency	35,000,000	5.68%	557,342		35,557,342	5.77%	0	0.00%	35,557,342
Total Owner's Contingency	35,000,000	5.68%	557,342		35,557,342	5.77%	0	0.00%	35,557,342
Total Budget With Owner's Contingency	**$615,722,930**	**100.00%**	**$147,449**	2	**$615,870,379**	**100.0%**	**$109,949,266**	**18.95%**	**$533,599,997**

1. The property insurance portion of the Builders Risk policy to be reimbursed $2,000,004 by CMB Risk Dept.
2. The bond offering resulted in additional proceeds that were not included in the original budget. This amount has been added to the Owner's Contingency.
3. A portion of the savings from insurance was allocated to AiPP to provide for actual costs. Pursuant to Sec. 82-587 of the CMB Code, the total amount allocated to AiPP has been transferred to the Art in Public Places Fund.
4. The remaining insurance savings is temporarily allocated to "Other" until other budget line items are refined.
5. Insurance Savings as a result of implementing a CCIP (Contractor Controlled Insurance Program) rather than an OCIP (Owner Controlled Insurance Program)
6. A portion of the savings from insurance was allocated to City Staffing to cover costs from Fiscal Year 2014 through December 2018. The previous budget estimate included only Fiscal Years 2015 through part of 2018.
7. Additional Cost Estimating services to support GMP reconciliation negotiations with Construction Manager – Clark Construction.
8. Savings from Clark Bond on Direct Purchases executed to date. These savings are added to Owner's Contingency.
9. $4.7M in general liability insurance was originally to be purchased directly by the owner, but was actually purchased by the contractor. Also refer to Footnote No. 5.
10. Total use of Contractor Contingency to Date. Refer to Exhibit B1 for detailed summary.
11. Additonal design fees required for re-grading of streets, GMP reconciliation services, and future design contingency replenishment.
12. Additional Costs for Dispute Avoidance Panel and outside legal counsel.
13. Moving expenses, parking fees and other expenses for relocation of building operator for approximately 18 months.
14. Costs for additional lift equipment for curtainwall maintenance not originally budgeted.
15. Estimate for raising the building to account for sea level rise, not previously accounted for.

EXHIBIT B1

Miami Beach Convention Center Expansion Renovation Project

CONTRACTOR CONTINGENCY LOG

As of May 31, 2016

SUBCONTRACTOR	DESCRIPTION	TRADE COSTS	MARK-UPS	TOTAL COST
TRADE CONTRACTOR BUY OUT:				
WPM	Site & Civil Utilities	1,164,378.000		
R&M	Concrete	1,115,752.000		
TECTA	Roofing & Waterproofing	9,075.000		
ACOUSTI	Phase I - Temporary Wall	1,706,560.000		
WON DOOR	Specialty Doors	5,650.000		
BARING INDUSTRIES	Food Services	33,244.000		
HAYWOOD BAKER	Soil Stabilization	434,185.000		
JAFFER	Dewatering Wells	1,421.000		
ISEC	Expansion Joints	160,317.000		
CAMARATA	Masonry	(171,200.000)		
AMERICAN FIRE PROFF	Spray Fireproofing	(177,812.000)		
DUFFY & LEE	Carpeting	(19,965.000)		
DAVID ALLEN	Flooring Finishes	(142,590.000)		
TRIDENT	Resilient Surfacing	(25,560.000)		
HUFCOR	Operable Partitions	(267,272.000)		
NFP	Fire Suppression	(102,500.000)		
HONEYWELL	Fire Alarm, Control & Security	(713,361.000)		
FORD AV	Audio/Visual	(10,642.000)		
CDPW	Dewatering	(118,399.000)		
ALPHA DEMO	Demolition	(203,020.000)		
BANKER	Structural Steel	(334,138.480)		
SPECIFIED ARCH SYS	Skyfold Doors	(4,568.000)		
RITE HITE	Loading Dock Equipment	(6,600.000)		
	Total Trade Cost	**$2,332,955**	**$136,981**	**$2,469,935**
	Pending CM Markup reconciliation (Pay App #7)	**$0**	**$134,906**	**$134,906**
REALLOCATION FROM CONTRACTORS CONTINGENCY: Trade Costs				
CDPW	Costs associated with the removal of water required for dewatering of the north area.	182,444.370	10,712.313	193,156.683
NASH	Additional cost for dewatering of excavating areas for underground utilities within the building for Phase I.	95,531.000	5,609.151	101,140.151
HAYWOOD BAKER	Additional costs for soil stabilization at the northwest Florida Power & Light vault that was unable to be quanitified at the time of GMP.	23,000.000	1,350.457	24,350.457
HJ FOUNDATION	Additional costs for marking the production piles that was not included in the trade contractors proposal.	33,846.800	1,987.332	35,834.132
HJ FOUNDATION	Costs for the additional #3 ties for piles (based on the original pile quanity) that was not included in the trade contractors proposal.	38,823.070	2,279.516	41,102.586
BARING INDUSTRIES	Rental of tempoary kitchen to assist with Contractor phasing to permit full use of the Convention Center food operations.	303,202.000	17,802.658	321,004.658
HONEYWELL	Additional costs associated with the relocation of the Fire Command center to assist with Contractor phasing.	273,654.000	16,067.732	289,721.732
SUBTOTAL		950,501.240	55,809.157	1,006,310.397
REALLOCATION FROM CONTRACTORS CONTINGENCY: General Requirements				
GEOSYNTEC	Additional costs associated with monitoring the dewatering wells as required for DERM approval.	57,633.180	3,383.961	61,017.141
SUBTOTAL		57,633.180	3,383.961	61,017.141
TOTAL USE OF CONTRACTOR CONTINGENCY		**$3,341,089**	**$331,080**	**$3,672,169**
Total Contractor Contingency				$29,747,613
Remaining Contractors Contingency				$26,075,444

EXHIBIT C

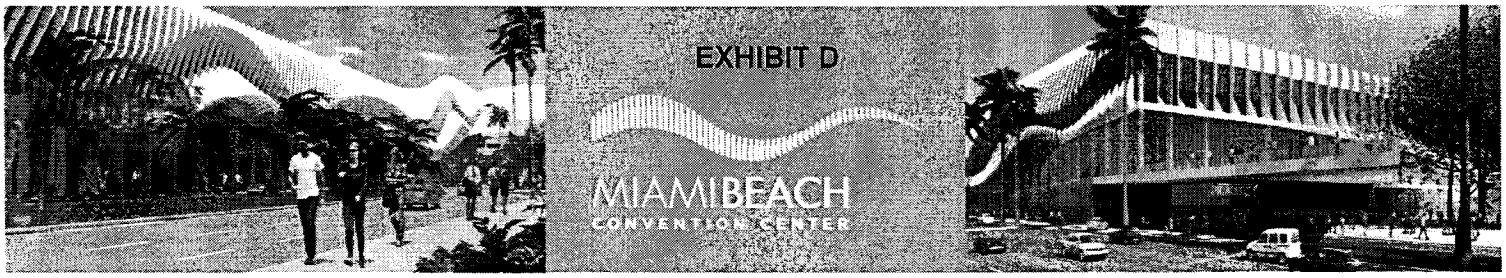
CLARK CONSTRUCTION

CLARK - #113451 - MIAMI BEACH CONVENTION CTR
LOCAL WORKER UTILIZATION REPORT BY PROJECT

Project: #113451 - Miami Beach Convention Center
Project Code: 2015-29028
Contractor(s): Multiple Contractors
Craft(s): Multiple Crafts

From Date: 10/1/2015
To Date: 5/31/2016
Report Date: 6/15/2016

Area	Total Number of Workers	% of Total Workers	Total Hours Worked	% of Total Hours Worked	Wages w/ Benefits	Wages w/o Benefits	Number of Apprentices	Number of Journeymen	Number of Foreman	Number of Owner Operators	Number of Super
Zip Lists											
Miami Beach	**13**	**0.80 %**	**2,330.50**	**0.69 %**	**$50,969.38**	**$50,593.96**	**2**	**11**	**0**	**0**	**0**
Miami Dade County	**980**	**60.61 %**	**180,373.76**	**53.37 %**	**$3,680,345.06**	**$3,422,717.79**	**33**	**947**	**0**	**0**	**0**
Employees Not In Specified Zip Lists	624	38.59 %	155,284.18	45.94 %	$4,393,106.53	$3,919,868.26	26	597	0	1	0
Demographic Profile											
African American	367	22.70 %	78,771.73	23.31 %	$1,268,290.22	$1,238,702.31	11	356	0	0	0
Asian	6	0.37 %	182.00	0.05 %	$4,966.27	$4,707.27	0	6	0	0	0
Hispanic	660	40.82 %	129,801.29	38.40 %	$3,002,613.42	$2,870,802.34	6	654	0	0	0
Caucasian	193	11.94 %	36,302.82	10.74 %	$1,179,191.79	$970,907.32	9	183	0	1	0
Other	391	24.18 %	92,930.60	27.50 %	$2,669,359.26	$2,308,060.78	35	356	0	0	0
Male	1562	96.60 %	327,996.19	97.04 %	$7,908,243.48	$7,204,213.18	61	1,500	0	1	0
Female	55	3.40 %	9,992.25	2.96 %	$216,177.48	$188,966.83	0	55	0	0	0
Total Employees	**1,617**		**337,988.44**		**$8,124,420.96**	**$7,393,180.01**	**61**	**1,555**	**0**	**1**	**0**

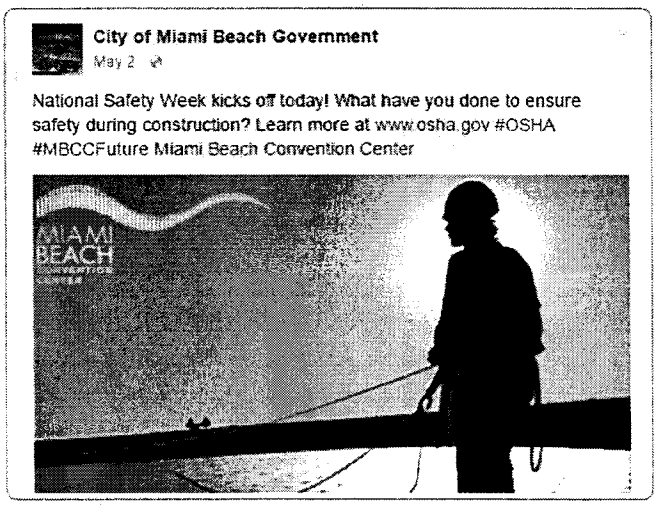


May 2016 - Social Media/Newsletter Report

Miami Beach Convention Center Renovation Project Prepared by:

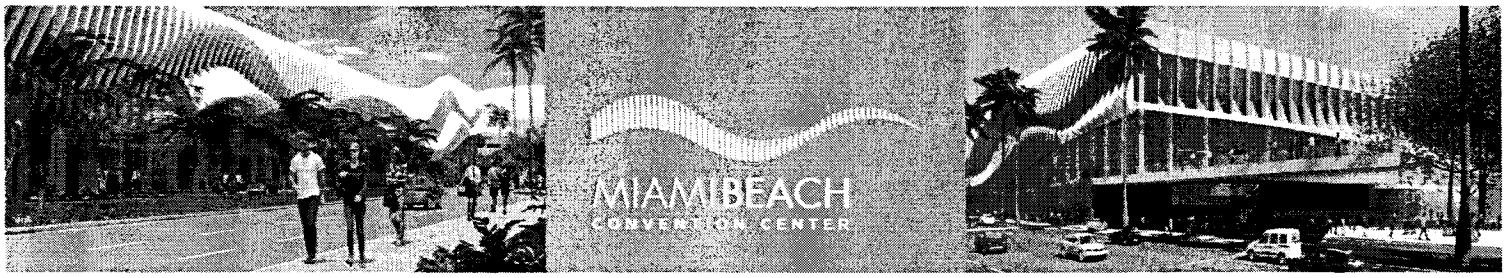
INFINITE SOURCE COMMUNICATIONS GROUP Public Information Officer, Anneleise M. Sanchez

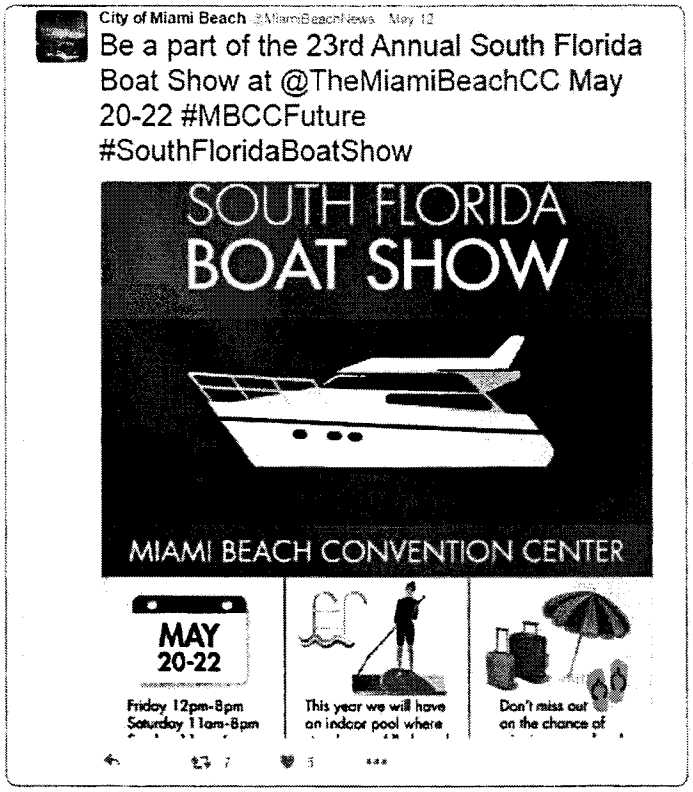
Social Media Posts for May 2016: Twitter/Facebook



Posted on Facebook May 2, 2016

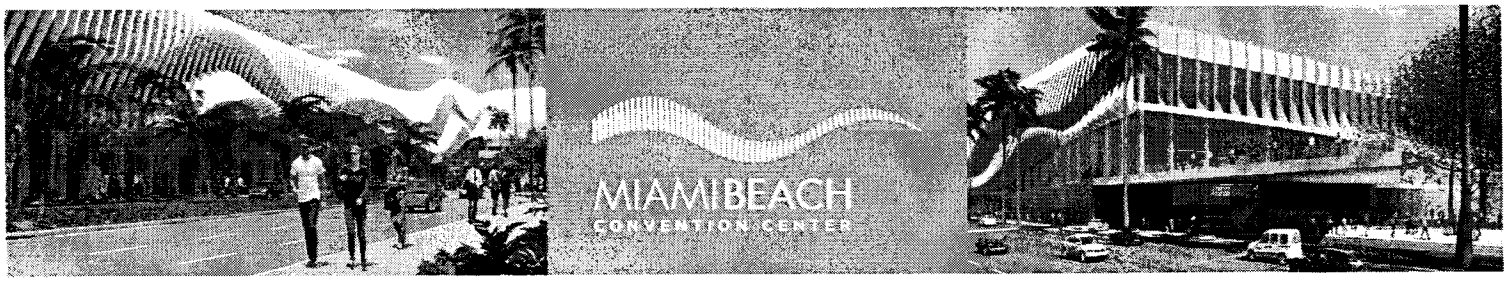
Posted on Twitter May 2, 2016





Posted on Twitter May 12, 2016

Posted on Twitter May 13, 2016



City of Miami Beach @MiamiBeachNews · May 27

Our #MBCCFuture Construction Team is hard at work with constructing the new @TheMiamiBeachCC Ballroom

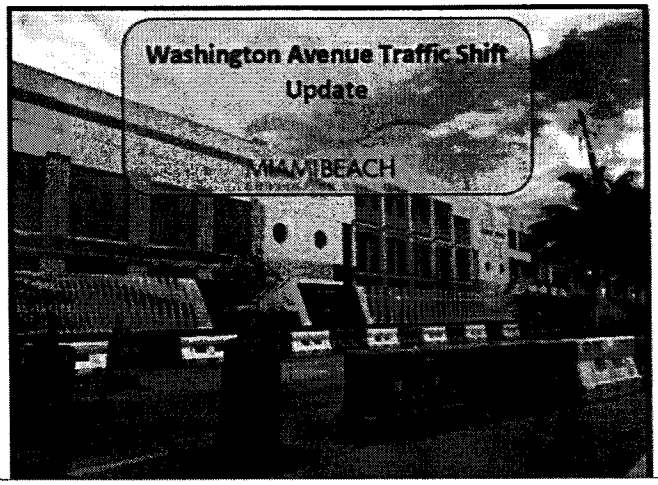
4 5 •••

Posted on Twitter May 27, 2016

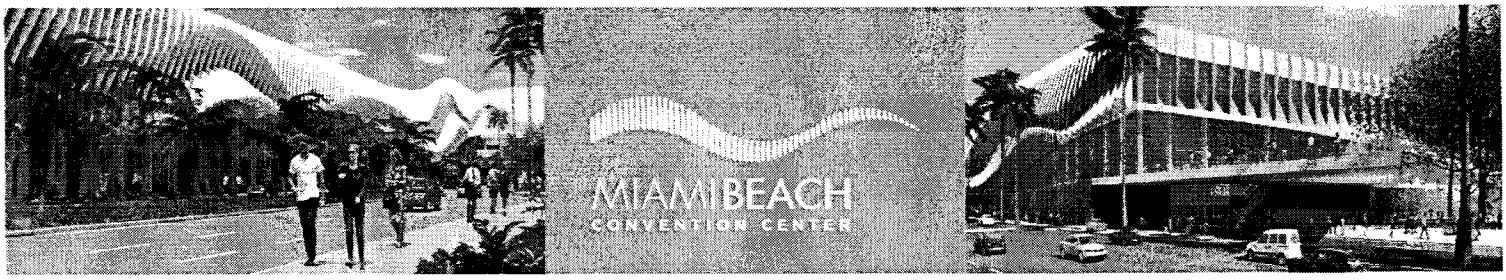
City of Miami Beach Government
May 31 at 10:12am

MOT Update: Starting today, May 31, Washington Avenue will be closed between 20 Street and Dade Boulevard. The contractor will be placing a new water main pipe along this area.

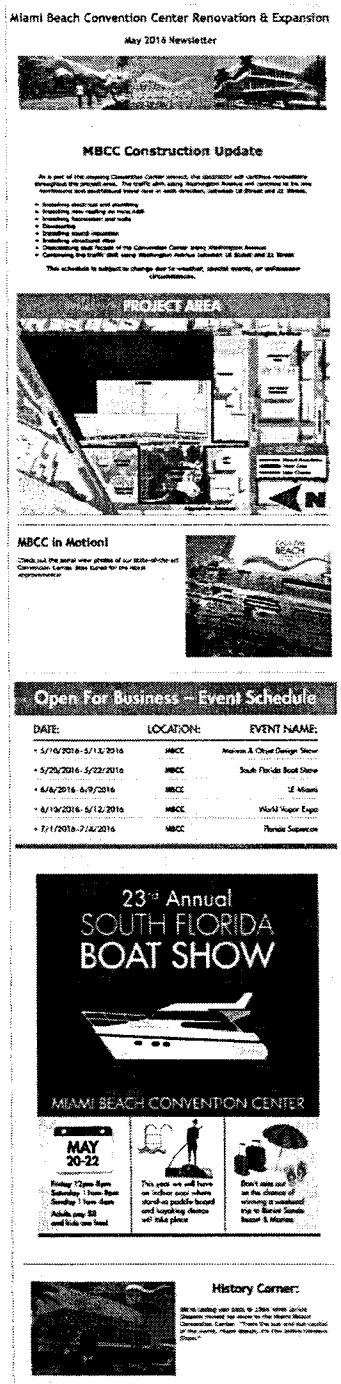
Southbound left turn access will be allowed at 19 Street and 20 Street onto Washington Avenue. Stay tuned for more updates! #MBCCFuture



Posted on Facebook May 31, 2016



Newsletter & Infographic: Sent Through Constant Contacts



Miami Beach Convention Center Renovation & Expansion

May 2016 Newsletter

MBCC Construction Update

PROJECT AREA

MBCC in Motion!

Open For Business – Event Schedule

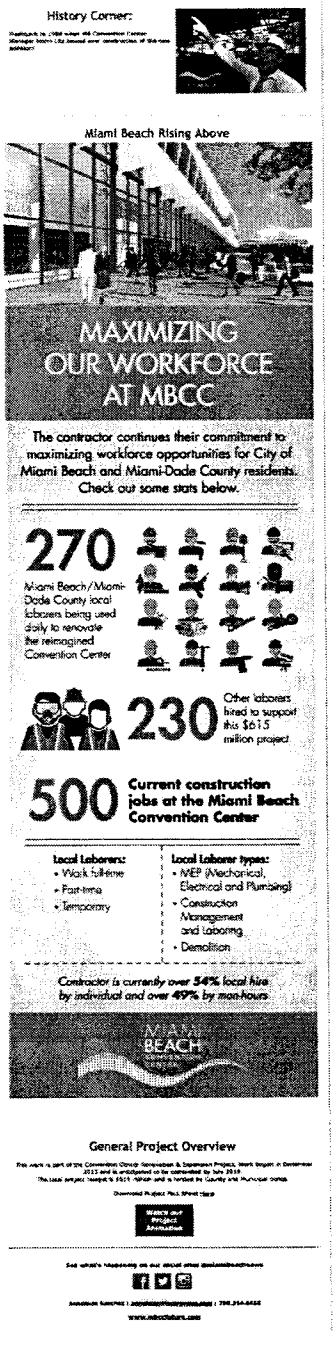
DATE:	LOCATION:	EVENT NAME:
• 5/10/2016- 5/13/2016	MBCC	Women & Objet Design Show
• 5/20/2016- 5/22/2016	MBCC	South Florida Boat Show
• 6/6/2016- 6/9/2016	MBCC	LE Miami
• 6/10/2016- 6/12/2016	MBCC	World Vapor Expo
• 7/1/2016-7/4/2016	MBCC	Florida Supercon

23rd Annual
SOUTH FLORIDA
BOAT SHOW

MIAMI BEACH CONVENTION CENTER

MAY 20-22

History Corner:



History Corner:

Miami Beach Rising Above

MAXIMIZING OUR WORKFORCE AT MBCC

The contractor continues their commitment to maximizing workforce opportunities for City of Miami Beach and Miami-Dade County residents. Check out some stats below.

270 Miami Beach/Miami-Dade County local laborers being used daily to renovate the reimagined Convention Center

230 Other laborers hired to support this $615 million project

500 **Current construction jobs at the Miami Beach Convention Center**

Local Laborers:
- Work full-time
- Part-time
- Temporary

Local Laborer types:
- MEP (Mechanical, Electrical and Plumbing)
- Construction Management and Laboring
- Demolition

*Contractor is currently over **54%** local hire by individual and over **49%** by man-hours*

MIAMI BEACH

General Project Overview

www.mbccfuture.com