City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
January 12, 2005

Mayor David Dermer
Vice-Mayor Simon Cruz
Commissioner Matti Herrera Bower
Commissioner Luis R. Garcia, Jr.
Commissioner Saul Gross
Commissioner Jose Smith
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez
City Attorney Murray H. Dubbin
City Clerk Robert E. Parcher

*Visit us on the Internet at **www.miamibeachfl.gov** for agendas and video "streaming" of City Commission Meetings.*

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 City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

Call to Order - 9:00 a.m.
Inspirational Message, Pledge of Allegiance
Requests for Additions, Withdrawals, and Deferrals

Presentations and Awards
PA Presentations and 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 and Commission Requests
R10 City Attorney Reports

Reports and Informational Items

Miami Beach
All-America City
2003

"We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community."

PA - Presentations and Awards

PA1 Certificates Of Completion To Be Presented To The Graduates Of The 2004 Fall Class Neighborhood Leadership Academy. (Page 1)
(Neighborhood Services)

CONSENT AGENDA

Action:
Moved:
Seconded:
Vote:

C2 - Competitive Bid Reports

C2A Request For Approval To Purchase Eight (8) 2005 GO-4 Interceptor II Parking Enforcement Vehicles, From The Sole Source Vendor, Florida Electric And Gas Vehicles, Inc., In The Amount Of $204,400, Pursuant To Section 2-367(D) Of The Miami Beach City Code. (Page 4)
(Fleet Management)

C2B Request For Approval To Purchase Four (4) 2005 Ford F-250 4x2 Utility Body Trucks, One (1) 2005 Ford F-250 4x2 Pick Up Truck, One (1) 2005 Ford E-250 Cargo Van, One (1) 2005 Ford E-150 Cargo Van, One (1) 2005 E-150 Passenger Van, Eight (8) 2005 Ford Focus Sedans, From Duval Ford, In The Amount Of $248,586; One (1) 2005 Ford Escape 4x4 Hybrid Utility Vehicle, From Don Reid Ford, In The Amount Of $27,310; And One (1) 2005 Sterling LT7500 Truck With 14/16 Yard Dump Body From Atlantic Truck, In The Amount Of $77,877, Pursuant To Florida State Contract No. 04-12-0823. (Page 9)
(Fleet Management)

C4 - Commission Committee Assignments

C4A Referral To The Neighborhood/Community Affairs Committee - Discussion Regarding Recommendation From The Art In Public Places Committee To Amend The Naming Of Public Facilities And Establishment Of Monuments Or Memorials Ordinance, Specifically Regarding Procedures For Reviewing Proposals And Requests For Monuments And Memorials. (Page 15)
(Tourism & Cultural Development)

C4B Referral To The Finance And Citywide Projects Committee - Discussion On Reallocation Of Funds, And Appropriation Of Additional Funds To Provide For Change Orders And Additional Services To Complete The Miami Beach Golf Course Clubhouse Project. (Page 17)
(Capital Improvement Projects)

C4 - Commission Committee Assignments (Continued)

C4C Referral To The Land Use And Development Committee - Discussion Regarding Proposed Ordinance For Elderly Housing. (Page 19)
(Requested by Commissioner Matti Herrera Bower)

C6 - Commission Committee Reports

C6A Report Of The General Obligation Bond Oversight Committee Meeting Of December 7, 2004: **1)** Contingency Report; **2)** Project Status Report: A) Fire Station No. 2; B) Fire Station No. 4; C) Normandy Isle Park And Pool; D) Normandy Drive/71st Street Corridor; And **3)** Informational Items: A) Updated Calendar Of Scheduled Community Meetings; B) 2005 Calendar Of General Obligation Bond Oversight Committee Meetings. (Page 22)

C6B Report Of The Finance And Citywide Projects Committee Meeting Of December 14, 2004: **1)** List Of Projects And Establishment Of Additional Criteria For The Renewal And Replacement Fund; **2)** Discussion Regarding The Miami City Ballet Ground Lease And Request To Consent To Leasehold Mortgage; **3)** Discussion Regarding The Proposed A.I. Boymelgreen Project At Fifth Street And Alton Road; **4)** Discussion Regarding The Walker Parking/Alternative Analysis & Feasibility Analysis; **5)** Discussion Regarding The Parking System Capital Plan And Funding Alternatives; And **6)** Discussion Regarding The Development And Use Of The Parking Lot Adjacent To The Shane Watersports Center As It Relates To That Certain Second Amended And Related/Consolidated Lease Agreement With Miami Beach Watersports Center, Inc. As Lessee, For The City-Owned Property Located At 6500 Indian Creek Drive, Miami Beach, Florida. (Page 32)

C6C Report Of The Neighborhood/Community Affairs Committee Meeting Of December 21, 2004: **1)** Discussion Regarding Special Event Guidelines Revisions. (Page 40)

C6D Report Of The General Obligation Bond Oversight Committee Meeting Of January 4, 2005: **1)** Contingency Report; **2)** Project Status Report: A) Fire Station No. 2; B) Fire Station No. 4; C) Normandy Isle Park And Pool; And **3)** Informational Items: A) Updated Calendar Of Scheduled Community Meetings. (Page 44)

C6E Report Of The Finance And Citywide Projects Committee Meeting Of January 6, 2005: **1)** Discussion Regarding The Miami-Dade Transit (MDT) Proposal To Operate The City's Local Transit Circulator System (Route W) As A South Beach Circulator. (Page 54)

C7 - Resolutions

C7A A Resolution Appropriating Funds, In The Amount Of $160,000, From Parking Revenue Funds, For A Change Order To Tarafa Construction, Inc., (Request For Change Order No. 54) For Additional General Conditions And Time Extension Costs On The 42nd Street Parking Garage, And Approving Final Closeout Of The Project After Completion Of The Final Certificate Of Occupancy For The Facility. (Page 57)

(Capital Improvement Projects)

C7B A Resolution Finding And Declaring The Existence Of A Parking Emergency And Allowing The Miami Beach Senior High School Parent Teacher Association (MBSH-PTA), A Not-For-Profit Entity, To Utilize The Public Swale Area Located At Dade Boulevard Adjacent To The School, To Provide Additional Parking From February 17-21, 2005, For The Miami International Boat Show, Through A Fundraising Event; Further Providing That The Swale Area Be Utilized Exclusively By The MBSH-PTA Subject To The Conditions Set Forth In This Resolution Below. (Page 74)

(City Manager's Office)

C7C A Resolution Approving And Allowing The Police Athletic League (PAL), A Not-For-Profit Entity, To Utilize The Public Swale Area, Located At Dade Boulevard And Prairie Avenue, Adjacent To Miami Beach Senior High School, For A Fund Raising Event To Operate A Food Concession Stand, From February 17-21, 2005, During The Miami International Boat Show; Further Providing That Said Public Swale Be Utilized By PAL Subject To The Following Conditions: (1) That 100% Of The Profits Generated From This Fundraiser Be Returned To PAL For Its Exclusive Use; (2) That The Subject Permission Is Granted Without Establishing Precedent; And (3) That PAL Provide A Certificate Of Insurance Or Other Proof Of Comprehensive Liability Insurance To The City, Naming The City As An Additional Insured. (Page 79)

(City Manager's Office)

C7D A Resolution Authorizing The Filing Of A Memorandum Of Agreement Between The United States Coast Guard Cutters Valiant, Gentian, Manitou, Matagorda, Chandeluer, Baranof, Farallon, Maui, Hudson And Visiting Coast Guard Cutters And The Miami Beach Fire Department Regarding Firefighting And Emergency Operations Aboard The Aforementioned Cutters. (Page 84)

(Fire Department)

C7 - Resolutions (Continued)

C7E A Resolution Authorizing The City Manager Or His Designee To Submit Applications For Grant Funds To The Following Agencies: 1) Miami Beach Visitor And Convention Authority (VCA), FY 2004-5 Tourism Advancement Program, In An Amount Not To Exceed $20,000 For Funding Of The City's Camp Miami Beach Program; 2) Miami-Dade County's Metropolitan Planning Organization (MPO) For The Preparation Of A Coastal Communities Transportation Master Plan Study To Be Conducted Under The MPO Unified Planning Work Program (UPWP); 3) U.S. Department Of Justice, For 2005 National Crime Victims' Rights Week (NCVRW), For Funding, In An Amount Not To Exceed $25,000 For A Community Awareness Project; 4) Miami-Dade County Emergency Food And Shelter Program For Funding In An Amount Not To Exceed $35,000, For Homelessness Prevention; 5) State Of Florida Department Of Environmental Protection For Funding In An Amount Not To Exceed $5,000,000, For Stormwater Infrastructure Improvements; 6) State Of Florida Department Of Environmental Protection, For Funding, In An Amount Not To Exceed $5,000,000 For Wastewater Infrastructure Improvements; Further Appropriating The Grants If Approved And Accepted By The City; And Authorizing The Execution Of All Necessary Documents Related To This Application. (Page 91)

(Grants Management)

C7F A Resolution Authorizing The Issuance Of A Request For Proposals To 1) Provide The Services To Develop, Validate, Administer, Score, Report And Review Testing Programs To Determine Qualified Applicants For Police And Fire Entry Level And Classified Promotional Classifications; And/Or; 2) Provide Consultation Services For The Sworn And Non-Sworn Positions For Job Analysis Results Developed, Entry Level And Promotional Tests, Scoring, Minimum Requirements For Jobs, And Background Tests Requirements. (Page 100)

(Human Resources)

C7G A Resolution Authorizing The Mayor And City Clerk To Execute The Attached State Housing Initiatives Partnership (SHIP) Program Agreement Between The City And Miami Beach Community Development Corporation, Which Provides SHIP Program Funds, In The Amount Of $477,319 From Fiscal Year 2003/2004 To Continue A Rehabilitation Component For The Scattered-Site Home Ownership Program Providing Rehabilitation, Down Payment Assistance, Closing Cost Assistance And Home Ownership Counseling, For Units Purchased By Eligible Home Buyers Under The Rules Of The SHIP Program And The City's Local Housing Assistance Plan. (Page 119)

(Neighborhood Services)

C7H A Resolution Authorizing The Issuance Of A Request For Proposals (RFP) To Manage And Operate The Log Cabin Training Facility. (Page 124)

(Neighborhood Services)

C7I A Resolution Approving The Issuance Of A Purchase Order To Royce Parking Control Systems, Inc., The Sole Source Distributor Of Federal A.P.D. Parking Equipment, For Maintenance And Service Of Revenue Control Parking Equipment In City-Owned Garages In The Estimated Amount Of $110,000. (Page 131)

(Parking Department)

C7 - Resolutions (Continued)

C7J A Resolution Authorizing The Mayor, Or His Designee, And The City Clerk To Execute A Mutual Aid Agreement With The Village Of Key Biscayne, Florida, For The Purpose Of Coordinating Law Enforcement Planning, Operations, And Mutual Aid Benefit Between The City Of Miami Beach And The Village Of Key Biscayne. (Page 136)

(Police Department)

C7K A Resolution Authorizing The Mayor, Or His Designee, And The City Clerk To Execute A Mutual Aid Agreement With Miami-Dade County, Florida, For The Purpose Of Coordinating Law Enforcement Planning, Operations, And Mutual Aid Benefit Between The City Of Miami Beach And Miami-Dade County. (Page 145)

(Police Department)

C7L A Resolution Authorizing The Mayor, Or His Designee, And The City Clerk To Execute A Mutual Aid Agreement With The Village Of El Portal, Florida, For The Purpose Of Coordinating Law Enforcement Planning, Operations, And Mutual Aid Benefit Between The City Of Miami Beach And The Town Of El Portal. (Page 160)

(Police Department)

C7M A Resolution Authorizing The Mayor, Or His Designee, And The City Clerk To Execute A Mutual Aid Agreement With The Town Of Surfside, Florida, For The Purpose Of Coordinating Law Enforcement Planning, Operations, And Mutual Aid Benefit Between The City Of Miami Beach And The Town Of Surfside. (Page 169)

(Police Department)

C7N A Resolution Adopting The First Amendment To The General Fund Fiscal Year (FY) 2003/2004 Budgets To Appropriate Prior Year Encumbrances And Amend Certain Budgets In The General Fund. (Page 178)

(Budget & Performance Improvement)

C7O A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Qualifications Received Pursuant To Request For Qualifications (RFQ) No. 37-03/04, For Phase I – Master Plan/Basis Of Design Report (BODR) And Phase II Design Services For A Proposed Sixteenth Street Operational Improvements And Enhancement Project; Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Firm Of McMahon And Associates, Inc.; And Should The Administration Not Be Able To Negotiate An Agreement With The Top-Ranked Firm, Authorizing The Administration To Negotiate With The Second-Ranked Firm Of Consultech Transportation, Inc.; And Should The Administration Not Be Able To Negotiate An Agreement With The Second-Ranked Firm, Further Authorizing The Administration To Negotiate With The Third-Ranked Firm Of Chen And Associates, Inc. (Page 185)

(Public Works)

C7 - Resolutions (Continued)

C7P A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms Pursuant To Request For Proposals (RFP) No. 45-03/04 Claim Administration Services For The City Of Miami Beach Self-Insured Workers' Compensation Program; Authorizing The Administration To Enter Into Negotiations With The Top Ranked Firm Of Johns Eastern Company, Inc.; And Should The Administration Not Be Able To Negotiate An Agreement With The Top-Ranked Firm, Authorizing The Administration To Negotiate With The Firm The Alliance-Presented By The Florida League Of Cities, Inc.; And Further Authorizing The Mayor And City Clerk To Execute An Agreement Upon The Completion Of Successful Negotiations By The Administration. (Page 260)

(Human Resources/Risk Management)

C7Q A Resolution Authorizing The Mayor And City Clerk To Execute A Release Of An Easement Agreement For Lots 1 And 2, Of Block 19, Miami Beach Improvement Company's Ocean Front Subdivision, In Favor Of Collins–33rd Street Realty Corporation, A Florida Corporation, Owner Of The Saxony Hotel Property, Located At 3201 Collins Avenue; Said Release Subject To And Contingent Upon Collins–33rd Street Realty Corporation's Satisfaction Of The Conditions Set Forth In This Resolution. (Page 267)

(Public Works)

End of Consent Agenda

PA
PRESENTATION
&AWARDS

PA - Presentations and Awards

PA1 Certificates Of Completion To Be Presented To The Graduates Of The 2004 Fall Class Neighborhood Leadership Academy.
(Neighborhood Services)

AGENDA ITEM PA1
DATE 1-12-05

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C2 COMPETITIVE BID REPORTS

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

Request For Approval To Purchase Eight (8) 2005 GO-4 Interceptor II Parking Enforcement Vehicles, From The Sole Source Vendor, Florida Electric And Gas Vehicles, Inc., In The Amount Of $204,400.00, Pursuant To Section 2-367 (D) Of The Miami Beach City Code.

Issue:

Shall the commission approve the purchase?

Item Summary/Recommendation:

The eight (8) 2005 GO-4 Interceptor II parking enforcement vehicles are budgeted **replacements** and are funded by the Parking Enterprise Fund Capital Account. Florida Electric and Gas Vehicles, Inc., is the sole source provider and only authorized dealer in Florida to perform warranty work and service on the GO-4 vehicle. The three-wheeled on-road parking enforcement vehicles previously purchased from Cushman/Textron are no longer manufactured. Fleet Management and the Parking Department have identified the GO-4's as suitable replacements for the Parking Enforcement Division's Cushman vehicles meeting the following criteria: size, maneuverability, fuel economy, range, visibility and safety.

The Administration recommends approving the purchase.

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1	$204,400.00	480.0462.000673 Parking Enterprise Fund Capital Account	
2			
3			
4			
Total	$204,400.00		

City Clerk's Office Legislative Tracking:

Andrew E. Terpak

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SF GL AET	RCM	JMG

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AGENDA ITEM C2A

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **REQUEST FOR APPROVAL TO PURCHASE EIGHT (8) 2005 GO-4 INTERCEPTOR II PARKING ENFORCEMENT VEHICLES, FROM THE SOLE SOURCE VENDOR, FLORIDA ELECTRIC AND GAS VEHICLES, INC., IN THE AMOUNT OF $204,400.00, PURSUANT TO SECTION 2-367(D) OF THE MIAMI BEACH CITY CODE.**

ADMINISTRATION RECOMMENDATION

Approve the purchase.

BID AMOUNT AND FUNDING

$204,400.00 Parking Enterprise Fund Capital Account 480.0462.000673

ANALYSIS

Florida Electric and Gas Vehicles, Inc. is the sole source provider of the GO-4 on-road three-wheeled vehicles and the only authorized dealer in Florida to perform warranty work and service. Please refer to the attached letter from the manufacturer dated December 8, 2004.

The eight (8) GO-4 vehicles will replace the Cushman parking enforcement vehicles listed below:

Veh#	Dept.	Year	Make/Model	Mileage	Life to Date Maintenance	Condition
1405	462	2000	Cushman	16,449	$10,721.07	Poor
1406	462	2000	Cushman	18,601	$ 7,575.58	Poor
1484	462	1999	Cushman	24,065	$ 9,530.95	Poor
1489	462	1999	Cushman	13,632	$ 5,206.89	Poor
1490	462	1999	Cushman	19,340	$ 6,811.46	Poor
1492	462	1999	Cushman	21,263	$ 5,160.74	Poor
1493	462	1999	Cushman	19,597	$ 8,149.65	Poor
1494	462	1999	Cushman	16,187	$ 5,504.31	Poor
1495	462	2000	Cushman	17,921	$ 8,125.11	Poor
1497	462	2000	Cushman	19,564	$ 6,673.83	Poor
1498	462	2000	Cushman	17,183	$ 6,911.25	Poor
1499	462	2000	Cushman	21,661	$ 9,480.87	Poor

The criteria are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

The eight (8) 2005 GO-4 Interceptor II parking enforcement vehicles are budgeted replacements and are funded by the Parking Enterprise Fund Capital Account. They will be used by the Parking Enforcement Division 24 hours per day, seven days per week.

Cushman/Textron, manufacturer of the City's current parking enforcement vehicles, discontinued the production of its three-wheeled parking enforcement vehicles three years ago. The Fleet Management Division and the Parking Department have been exploring alternative vehicles and have found that the GO-4 vehicles continue to be the most suitable for the Parking Department to continue to operate at the current level, while keeping maintenance and down time at a minimum. The GO-4 vehicle, at present, is the only vehicle available in the market that meets the following criteria: size, maneuverability, fuel efficiency, range, visibility and safety.

The Administration recommends that the City Commission approve, pursuant to Section 2-367 (d) of the Miami Beach City Code, the purchase of eight (8) 2005 GO-4 Interceptor II Parking Enforcement vehicles, from the Sole Source Vendor, Florida Electric & Gas Vehicles, Inc., in the amount of $204,400.00.

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Westward Industries

Box 1288-2501 Saskatchewan Ave. West | Portage La Prairie, MB R1N 3L5 | Phone (204) 857.8109 | Fax (204) 239.5061

www.westwardindustries.com

Wednesday, December 08, 2004

Attn: Martie Olin
Miami Beach City
140 McArthur Causeway
Miami Beach, FL 33139

Dear Martie:

Westward Industries Ltd. is the sole manufacturer of the GO-4 vehicle and accessories and this letter will confirm that the sole source for our product in the state of Florida is Florida Electric and Gas Vehicles of Pompano Beach, Florida.

If you have any questions or concerns regarding this letter please do not hesitate to contact me.

Sincerely,

Randy Thomas
Vice President, Marketing

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

Request For Approval To Purchase Four (4) 2005 Ford F-250 4x2 Utility Body Trucks, One (1) 2005 Ford F-250 4x2 Pick Up Truck, One (1) 2005 Ford E-250 Cargo Van, One (1) 2005 Ford E-150 Cargo Van, One (1) 2005 Ford E-150 Passenger Van, And Eight (8) 2005 Ford Focus Sedans, From Duval Ford, In The Amount Of $248,586.00; One (1) 2005 Ford Escape 4x4 Hybrid Utility Vehicle, From Don Reid Ford, In The Amount Of $27,310.00; And One (1) 2005 Sterling LT7500 Truck With 14/16 Yard Dump Body, From Atlantic Truck, In The Amount of $77,877.00, Pursuant To Florida State Contract No. 04-12-0823.

Issue:

Shall the Commission approve the purchases?

Item Summary/Recommendation:

The following vehicles are **replacements** and funded by the Fleet Management Replacement Fund: One (1) E-150 Cargo Van; Five (5) 2005 Ford Focus sedans and one (1) 2005 Ford Escape 4x4 Hybrid Utility vehicle. The following vehicles are **replacements** and funded by the Parking Enterprise Fund: two (2) 2005 Ford F-250 4x2 Utility Body trucks and one (1) 2005 Ford F-250 4x2 Pick Up truck. The following vehicles are **replacements** and will be funded by the Property Management Internal Fund: two (2) 2005 Ford F-250 4x2 Utility Body trucks and one (1) 2005 Ford E-250 Cargo Van. The following vehicles are budgeted **additions** and will be funded by the Office of Community Services General Fund: one (1) 2005 Ford E-150 Passenger Van and one (1) 2005 Ford Focus sedan. The following vehicles are budgeted **additions** and will be funded by the Code Compliance General Fund: two (2) 2005 Ford Focus sedans. The following vehicle is a budgeted **replacement** and will be funded by the Public Works Storm Water Enterprise Fund: one (1) 2005 Sterling LT7500 14/16 Yard Dump Body truck.

The Administration recommends approving the purchases.

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1	$ 96,394.00	510.1780.000673 Fleet Management Fund Capital Account	
2	$ 65,509.00	480.0462.000673 Parking Enterprise Fund Capital Account	
3	$ 25,606.00	011.1520.000673 Code Compliance General Fund	
4	$ 58,124.00	520.1720.000673 Property Management Fund Capital Account	
	$ 30,263.00	011.0320.000673 Office of Community Services General Fund	
	$ 77,877.00	427.0427.000673 Storm Water Enterprise Fund Capital Account	
Total	$353,773.00		

City Clerk's Office Legislative Tracking:

Andrew E. Terpak

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SF ___ GL ___ FB ___ AET ___ VPG ___	RCM ___	JMG ___

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AGENDA ITEM C2B

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **REQUEST FOR APPROVAL TO PURCHASE FOUR (4) 2005 FORD F-250 4X2 UTILITY BODY TRUCKS, ONE (1) 2005 FORD F-250 4X2 PICK UP TRUCK, ONE (1) 2005 FORD E-250 CARGO VAN, ONE (1) 2005 FORD E-150 CARGO VAN, ONE (1) 2005 E-150 PASSENGER VAN, AND EIGHT (8) 2005 FORD FOCUS SEDANS, FROM DUVAL FORD, IN THE AMOUNT OF $248,586.00; ONE (1) 2005 FORD ESCAPE 4X4 HYBRID UTILITY VEHICLE, FROM DON REID FORD, IN THE AMOUNT OF $27,310.00; AND ONE (1) 2005 STERLING LT7500 TRUCK WITH 14/16 YARD DUMP BODY, FROM ATLANTIC TRUCK, IN THE AMOUNT OF $77,877.00, PURSUANT TO FLORIDA STATE CONTRACT NO. 04-12-0823.**

ADMINISTRATION RECOMMENDATION

Approve the purchases.

BID AMOUNT AND FUNDING

$ 96,394.00	Fleet Management Fund Capital Account	510.1780.000673
$ 65,509.00	Parking Enterprise Fund Capital Account	480.0462.000673
$ 25,606.00	Code Compliance General Fund	011.1520.000673
$ 58,124.00	Property Management Fund Capital Account	520.1720.000673
$ 30,263.00	Office of Community Services General Fund	011.0320.000673
$ 77,877.00	Storm Water Enterprise Fund Capital Account	427.0427.000673

ANALYSIS

All vehicles are recommended to be purchased pursuant to Florida State Contract No. 04-12-0823.

The four (4) 2005 Ford F-250 4x2 Utility Body Trucks are budgeted replacements and two (2) will be funded by the Parking Department Enterprise Fund and two (2) will be funded by the Property Management Internal Fund. Two of these vehicles will be equipped with hydraulic lift gates and will be used by the On Street Division for the installation and replacement of signs, meters, master meters, and in repairing curb stops in parking lots. Two of these vehicles will be used by the Carpentry section of Property Management.

The 2005 Ford F-250 4x2 Pick-Up Truck is a budgeted replacement and will be funded by the Parking Department Enterprise Fund. This vehicle will be equipped with a hydraulic lift gate and will be used by the On-Street Division to deliver barricades, cones, paint and supplies for various on going projects throughout the City.

The 2005 Ford E-250 Cargo Van is a budgeted replacement and will be funded by the Property Management Internal Fund. This vehicle will be used by the Painting section.

The 2005 Ford E-150 Cargo Van is a budgeted replacement and will be funded by the Fleet Management Replacement Fund. This vehicle will be used by the Office of the City Clerk's Media Division to carry video and other photography equipment to various locations and City events.

One (1) 2005 Ford E-150 Passenger Van and one (1) 2005 Ford Focus sedan are additions to the City's fleet for the Neighborhood Services Office of Homeless Coordination Division and will be funded by the Office of Community Services General Fund. The funds are available and were allocated to enhance the homeless program service levels provided by the Office of Homeless Coordination at the May 26, 2004 Commission Meeting (Resolution No. 2004-25572). These vehicles will be used by the Homeless outreach task force for client services.

Two (2) 2005 Ford Focus sedans are budgeted additions to the Code Compliance Division and are funded by the Code Compliance General Fund. These two additions will be used by the new Code Compliance inspectors. Five (5) 2005 Ford Focus sedans are budgeted replacements and will be funded by the Fleet Management Replacement Fund: three (3) will be used by Code Compliance inspectors and two (2) by the Fire Prevention Division inspectors.

One (1) 2005 Ford Escape 4x4 Hybrid Utility vehicle is a budgeted replacement and will be funded by the Fleet Management Replacement Fund. This vehicle will be used by the Public Works' Environmental Resources Division.

The 2005 Sterling LT7500 14/16 Yard Dump Body Truck is a budgeted replacement and will be funded by the Public Works Storm Water Enterprise Fund. This vehicle will be used by the Storm Water Division in the construction and hauling of materials for the replacement of storm sewer lines, catch basins and manholes and in the removal of deleterious fill from those sites.

Criteria for replacement of vehicles are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

The vehicles listed below have met or exceeded the established criteria for replacement:

Veh#	Dept.	Year	Make/Model	Mi./Hours	Life to Date Maintenance	Condition
1409-4	0462	1994	Ford F250	40,893	$12,517.88	Poor
1414	0462	1994	Ford F250	51,040	$ 8,261.92	Poor
1418	0462	1994	Ford F250	41,019	$ 5,411.12	Poor
0410-4	1720	1994	Ford F250	50,044	$12,326.66	Unsafe
0418-4	1720	1994	Ford F250	46,890	$ 6,750.43	Poor
0427-5	1720	1995	GMC2500	32,699	$ 8,756.60	Poor
0812-4	0210	1994	GMCSafari	50,258	$ 9,834.00	Fair
0312	1520	1997	ChevS-10	49,369	$ 9,310.45	Poor
0313	1520	1997	ChevS-10	46,177	$14,801.70	Poor
0314	1520	1997	ChevS-10	46,773	$ 7,620.66	Poor
0870	1230	1997	Cavalier	65,889	$ 4,355.84	Fair
0883	1230	1997	Cavalier	40,696	$ 6,735.03	Fair
0661-4	0427	1995	FordF800	26,722	$12,397.44	Poor
0822	0830	1997	Ford F250	16,462	$ 5,523.95	Fair

The Administration recommends that the City Commission approve the purchases pursuant to Florida State Contract No. 04-12-0823 of four (4) 2005 Ford F-250 Utility Body Trucks, one (1) 2005 Ford F-250 4x2 Pick Up Truck, one (1) 2005 Ford E-250 Cargo Van, one (1) 2005 Ford E-150 Cargo Van, one (1) 2005 Ford E-150 Passenger Van and eight (8) 2005 Ford Focus sedans from Duval Ford, in the amount of $248,586.00; One (1) 2005 Ford Escape 4x4 Hybrid Utility vehicle from Don Reid Ford, in the amount of $27,310.00; and one (1) 2005 Sterling LT7500 14/16 Yard Dump Body Truck from Atlantic Truck, in the amount of $77,877.00.

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C4
Comm. Committee
Assignments

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **REFERRAL TO THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE - DISCUSSION REGARDING RECOMMENDATION FROM THE ART IN PUBLIC PLACES COMMITTEE TO AMEND THE NAMING OF PUBLIC FACILITIES AND ESTABLISHMENT OF MONUMENTS OR MEMORIALS ORDINANCE, SPECIFICALLY REGARDING PROCEDURES FOR REVIEWING PROPOSALS AND REQUESTS FOR MONUMENTS AND MEMORIALS.**

ADMINISTRATION RECOMMENDATION

Refer item to the Neighborhood/Community Affairs Committee.

ANALYSIS

The Art in Public Places (AiPP) Committee has recently reviewed an increasing number of requests for monuments and memorials. Throughout this process the AiPP Committee has identified the need to amend the Chapter 82, Article VI, titled Naming of Public Facilities and Establishments of Monuments or Memorials in order to streamline the process and allow for review and comment from the AiPP Committee prior to final approval by the City Commission.

Currently, requests for monuments or memorials are received and reviewed by the Neighborhood/Community Affairs Committee. The Committee then transmits its recommendation to the City Commission. Upon approval by the City Commission the proposal is forwarded to the Art in Public Places Committee. The Art in Public Places Committee will then make its recommendation to the City Commission regarding the location, aesthetic quality, maintenance, and other related issues, in accordance with the established criteria.

The purpose of this referral is to discuss AiPP's review prior to City Commission consideration. The Neighborhood/Community Affairs Committee reviews all requests of this nature and staff recommends the Committee review these changes for comment before adoption.

CONCLUSION

Refer recommended amendments to Chapter 82, Article VI to the Neighborhood/ Community Affairs Committee for review and comment.

JMG/CMC/mas
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Agenda Item C4A
Date 1-12-05

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE - DISCUSSION ON REALLOCATION OF FUNDS, AND APPROPRIATION OF ADDITIONAL FUNDS TO PROVIDE FOR CHANGE ORDERS AND ADDITIONAL SERVICES TO COMPLETE THE MIAMI BEACH GOLF COURSE CLUBHOUSE PROJECT.**

ADMINISTRATION RECOMMENDATION

Refer the item.

ANALYSIS

On September 11, 2002 the Mayor and City Commission approved the award of a contract to TRAN Construction Inc., (TRAN) in the amount of $2,669,000 for the construction of the Bayshore Golf Course Clubhouse, Maintenance Yard Building, and Restroom Shelters.

Shortly after construction of the Clubhouse began in January of 2003, the contractor found presence of unsuitable soils that needed to be removed. TRAN stated its position, that a soils report was not furnished as part of the contract documents, and that any work required to remove the unsuitable soils would be performed as a change order. The City responded, that the soils report was clearly referenced in the plans and the specifications, and that it would be TRAN's responsibility to remove the unsuitable soils accordingly.

The construction contract obligates the Contractor to adhere to the Project schedule during all disputes or disagreements with the City. Therefore, TRAN continued with the work, and submitted a series of requests for change order (RCO's) for this work, totaling $1,066,307.

The City performed a detailed review of all de-mucking submittals and the supporting documentation and found that the amount requested could not be supported by the City's calculations, observations and records provided by TRAN. Given these irreconcilable differences, in March of 2004 the City and TRAN entered into the contractual procedure for resolution of disputes, and took the matter before a mutually acceptable mediator.

Through this effort, a non-binding agreement was reached by all parties that, if approved by the City Commission, would provide TRAN a Change Order in the amount of $500,000 for the de-mucking work, and an additional $100,000 for general conditions incurred during the extended Project timeline, which includes a time extension for the de-mucking work,

Agenda Item C4B
Date 1-12-05

and for all additional work on the Project.

Construction of the clubhouse is currently proceeding and is expected to be substantially completed by the end of March 2005. Unforeseen site conditions, design enhancements requested by the City, possible errors and omissions, and regulatory requirements will require additional change orders in excess of the original Project contingency of $252,500 to complete the Project. It is foreseen that an additional $230,000 will be required to complete the clubhouse and maintenance yard buildings.

The Project includes construction of two new stormwater drainage wells. After construction began, the Florida Department of Environmental Protection required the City to submit a report providing certain assurances that drainage from the well at the maintenance yard will not adversely impact surrounding environmental conditions. Construction of the maintenance yard is currently being delayed pending resolution of this issue. City staff obtained a proposal from Millian Swain and Associates, to produce the report at a cost of $24,046.00.

The administration requests a referral to the Commission's Finance and Citywide Projects Committee for discussion, review, and recommendation to the Mayor and City Commission. The results of the Committee's action will be presented at the first February 2005 Commission meeting.

JMG/RCM/TH/mb

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CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: MATTI H. BOWER
COMMISSIONER

DATE: January 4, 2005

RE: **Referral Item to Land Use and Development Committee regarding Proposed Ordinance for Elderly Housing**

I would like to refer an item discussing the planning regulations regarding minimum and average unit size requirements for the development of new affordable housing for the elderly to the February 14, 2005 Land Use and Development Committee. I have attached a letter from Miguell Del Campillo, Executive Director of the Miami Beach Housing Authority for your review. Please advise.

I thank you in advance for your cooperation in this matter. If you have any questions, please do not hesitate to contact my Aide, Ms. Lorna Mejia at extension 6627.

Thank you.

MHB/ldm

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BY _____

Agenda Item C4C
Date 1-12-05

THE HOUSING AUTHORITY OF THE CITY OF MIAMI BEACH

200 Alton Road
MIAMI BEACH, FL 33139-6742
TELEPHONE: 305-532-6401
FAX: 305-674-8001
TDD 305-672-5501

BOARD OF COMMISSIONERS

MARIA BEATRIZ GUTIERREZ
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KATHRYN T. HAYNES, CMH
EXECUTIVE DIRECTOR

November 24, 2004

Commissioner Matti Herrera Bower
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Re: Proposed Ordinance for Elderly Housing

Dear Commissioner Bower:

In an effort to better serve the needs of the Miami Beach community, the Housing Authority of the City of Miami Beach (HACMB) respectfully requests that the City of Miami Beach review the planning regulations regarding minimum and average unit size requirements for the development of new affordable elderly housing.

In 2003, the City adopted an ordinance providing for a reduction in the parking requirements for elderly affordable housing. The newly proposed ordinance regarding the unit size requirements would complement the efforts already undertaken by the City of Miami Beach with the previous ordinance.

Should you have any questions or need any further information, please contact Michael O'Hara, Director of Special Programs at (305) 532-6401, extension 3033.

Thank you in advance for your time and cooperation. I look forward to working with you on this initiative.

Sincerely,

Miguell Del Campillo
Executive Director

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MAYOR/COMMISSION

cc: Jorge Gomez, Director, Planning Department, CMB
Thomas Urriola, Director, Housing and CD Division, CMB
Michael O'Hara, Director of Special Programs, HACMB

C6
COMM.COMMITTEE
REPORTS

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT COMMITTEE MEETING OF DECEMBER 7, 2004**

The General Obligation Bond Oversight Committee ("Committee") met on December 7, 2004. At the meeting, the Committee considered the following issues.

The Committee reviewed and accepted the minutes from the November 2, 2004 General Obligation Bond Oversight Committee meeting.

CONTINGENCY REPORT

The Administration informed the Committee that no new change orders had been approved since the last meeting. A list of the change orders approved to date is attached as "Exhibit A".

PROJECT STATUS REPORT

The Administration informed the Committee that the tanks, pump station and physical work of the project that preceded the **Fire Station No. 2** project is complete and the project is being closed out. A Notice to Proceed on the Fire Station portion of the project was issued, requiring the contractor to provide certain documents to the City before beginning construction. Work on the fire station itself will begin shortly.

The Committee was told that the construction of the seawall portion of the **Fire Station No. 4** project was underway and on schedule. The completion for the seawall portion is anticipated for January 2005. The fire station portion will begin construction after the completion of the seawall.

With regard to the **Normandy Isle Park and Pool** project, the Administration informed the Committee that the report prepared by the Architect of Record (A/E) reconciling the work already in place at the Normandy Isle Pool project site that can remain, as opposed to what has to be re-built and what is still to be constructed, as a result of the default of the contractor for the project, was provided to the Surety, as well as to a JOC contractor to obtain independent pricing in case negotiations with the surety fall through. The Administration is waiting for the pricing to come back, as well as for the Surety to make a decision as to what they will do regarding the performance bond that is currently out on the project.

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Date 1-12-05

The Administration reported that the **Normandy Drive/71st Street Corridor** project is unplanned, but that the scope included making improvements to the landscaping and lighting on Normandy Drive and 71st Street. The Committee was also provided with a report that outlined the project scope and responsibilities of FDOT, who is managing parts of the project.

INFORMATIONAL ITEMS

The updated calendar of community meetings was presented to the Committee, but not reviewed during the meeting.

A schedule of the Committee meetings for 2005 was presented to the Committee.

Attachment

JMG/RCM/TH/KLM
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Exhibit "A"

General Obligation Bond Oversight Committee
Contingency Report - December 2004

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Espanola Way	1	1/24/02	$761,526.70	($1,085.00)	$760,441.70	$141,558.30	20%			Value Engineering of curb and gutter to valley gutter
Espanola Way	2	1/24/02	$760,441.70	$5,300.00	$765,741.70	$136,258.30	20%			Paid from funding outside contingency - additional sidewalk, curb and gutter
Espanola Way	3	1/24/02	$765,741.70	$81,650.00	$847,391.70	$54,608.30	20%			Add revised sanitary sewer improvements (2 manholes, relief line, Ductile Iron Pipe Sleeves) (originally anticipated)
Espanola Way	4	1/24/02	$847,391.70	($27,845.00)	$819,546.70	$82,453.30	20%			Value Engineering of base under sidewalk
Espanola Way	5	1/24/02	$819,546.70	$8,568.00	$828,114.70	$73,885.30	20%			Revised drainage structures to comply with DERM regulations
Espanola Way	6	6/14/02	$828,114.70	$900.00	$829,014.70	$72,985.30	42%		0	Adjust Storm Drain due to conflict with FPL Duct Bank
Espanola Way	7	6/14/02	$829,014.70	$14,988.00	$844,002.70	$57,997.30	42%		0	Concrete work to reduce slopes of plaza to approx. 2%
Espanola Way	8	6/14/02	$844,002.70	$13,000.00	$857,002.70	$44,997.30	42%		+49	Storm drain modifications to adjust plaza slopes to approx. 2%
Espanola Way	9	10/21/02	$857,002.70	$799.00	$857,801.70	$44,198.30	65%		0	Loading Zone at Barcelona Hotel, requested and funded by Property Owner
Espanola Way	10	10/21/02	$857,801.70	($1,708.90)	$856,092.80	$45,907.20	65%		0	Delete 8 Planters (Owner request)
Espanola Way	11	10/21/02	$856,092.80	$5,190.00	$861,282.80	$40,717.20	65%		21	Underground Phone and TV cables, requested and funded by property owner
Espanola Way	12	10/21/02	$861,282.80	($100.00)	$861,182.80	$40,817.20	70%		0	Credit for error on Change Order # 9
Espanola Way	13	10/21/02	$861,182.80	$1,180.00	$862,362.80	$39,637.20	70%		0	Water line to Proposed fountain
Espanola Way	14	11/12/02	$862,362.80	$720.00	$863,082.80	$38,917.20	85%		0	Ramp at Tantra for Dumpster
Espanola Way	15	11/12/02	$863,082.80	$512.00	$863,594.80	$38,405.20	85%		0	Change Planter Layout (Owner Request)
Espanola Way	16	11/12/02	$863,594.80	$2,000.00	$865,594.80	$36,405.20	85%		5	Change inlet to Storm drains
Espanola Way	17	12/6/02	$865,594.80	$500.00	$866,094.80	$35,905.20	90%		0	Additional rain water leaders
Espanola Way	18	12/6/02	$866,094.80	($1,584.50)	$864,510.30	$37,489.70	90%		0	Net plant material changes by Landscape Architect
Espanola Way	19	01/21/03	$861,282.80	$5,760.97	$867,043.77	$31,728.73	99%		7	Added Sidewalk, Curb, & Header at edge of pavers
Espanola Way	20	01/21/03	$867,043.77	$2,690.00	$869,733.77	$29,038.73	99%		2	Install photoelectric cell control for street lights.
Espanola Way	21	01/28/03	$869,733.77	$23,547.35	$893,281.12	$5,491.38	100%		4	Pay item quantity adjustments and Added drainage.
Espanola Way			$893,281.12	($6,293.50)	$886,987.62	$11,784.88			0	Credit from Contractor for quantity adjustments.
Espanola Way				($5,190.00)		$16,974.88				Contribution from Property Owners for C.O.# 11.
Espanola Way				$16,589.00		$385.88				Additional services to A/E for additional Construction Administration (time and scope: $8,447) and DERM Fee Reimbursement ($8,142)
Fisher Park	1	8/10/99	$140,451.04	$6,874.12	$147,325.16	$7,201.39	27%	$ -		New scope of work for new layout of tot lot & install new fencing
Flamingo Pool	1	9/25/01	$2,399,800.00	$53,500.00	$2,453,300.00	$239,980.00				Re-route electrical feed
Flamingo Pool	2	10/24/01	$2,453,300.00	$20,170.48	$2,473,470.48	$219,809.52	40%			relocate FPL underground line to accommodate new pool
Flamingo Pool	3	10/24/01	$2,473,470.48	$62,800.00	$2,536,270.48	$157,009.52	40%			Add Alternate # 2 - Sunburst Fence (originally anticipated)
Flamingo Pool	4	10/24/01	$2,536,270.48	($8,680.00)	$2,527,590.48	$165,689.52	40%			Delete 3 lifeguard chairs and substitute pool coating
Flamingo Pool	5	2/19/02	$2,527,590.48	($11,246.40)	$2,516,344.08	$176,935.92	80%		-10	Credit for using existing portion of sanitary sewer lines

Bolded items reflect Change Orders/Contingency commitments that have occurred since the last General Obligation Bond Oversight Committee meeting.

General Obligation Bond Oversight Committee
Contingency Report - December 2004

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Flamingo Pool	6	2/19/02	$2,516,344.08	$37,503.65	$2,553,847.73	$139,432.27	80%		+15	Revised storm system layout to include new drainage well. Installation of support haunches at large pool for structural stability.
Flamingo Pool	7	4/2/02	$2,553,847.73	$54,000.00	$2,607,847.73	$85,432.27			+10	installation of Spray Deck, included as Add Alternate, requested by Parks (originally anticipated)
Flamingo Pool	8	4/8/02	$2,607,847.73	$4,264.48	$2,612,112.21	$85,432.27			0	installation of interior signage, taken from signage allowance (originally anticipated)
Flamingo Pool	9	4/30/02	$2,612,112.21	$17,874.42	$2,629,986.63	$67,557.85		$ -	+24	furnish/install anchors for swim lines, install 5 umbrella anchors, install electrical conduit/wires and panels for night lighting system
Group A & B Parks										
Island View Park - Ph II	1	1/9/02	$123,453.48	($29,330.00)	$94,123.48	$62,348.00	20%			Removal of Shade Pavilion from Scope of Services (at City's request)
All Parks	2	1/28/02	$94,123.48	$30,060.00	$124,183.48	$28,268.18	30%			Removal of concrete slab at Island View tot lot, upgrade to galvanized steel fencing with electrostatic paint
All Parks	3	3/1/02	$124,183.48	$8,703.66	$132,887.14	$19,564.52	75%			Addition of columns to fencing, relocation of column, addition of 43 linear feet of fencing to accommodate existing tree route systems
All Parks	4	3/1/02	$132,887.14	$0.00	$132,887.14	$19,564.52	75%		+45	Time extension due to delay of construction start to accommodate ongoing programming at parks
Crespi Park	5	5/15/02	$132,887.14	$6,136.00	$139,023.14	$13,428.52	90%	$ -	0	Installation of specially fabricated sections of fencing to avoid conflict with tree root systems
Island View Park	1	8/4/99	$192,053.48	$1,775.79	$193,829.27					Replace underground pipe for electric service to 2 existing lights
Island View Park	2	12/29/99	$193,829.27	$4,044.04	$197,873.31	$8,703.16	36%	$ -	0	Removal of Basketball Court & restoration of area
Marseilles Drive	1	5/19/03	$1,356,913.00	$18,613.00	$1,375,526.00	$117,078.00	35%		8	Change elevation to drainage structures and pipes.
Marseilles Drive	2	5/19/03	$1,375,526.00	($756.00)	$1,374,770.00	$117,834.00	35%		0	Credit for use of a less expensive water pipe material.
Marseilles Drive	3	5/19/03	$1,374,770.00	$3,957.00	$1,378,727.00	$113,877.00	35%		2	Use of a different material and type for all curb and gutter inlet frames and grates.
Marseilles Drive	4	7/24/03	$1,378,727.00	$18,240.00	$1,396,967.00	$95,637.00	40%		5	Additional 2" layer of asphalt requested by the Public Works Dept.
Marseilles Drive	5	7/24/03	$1,396,967.00	($4,000.00)	$1,392,967.00	$99,637.00	40%		0	Credit for reduced drainage well depth.
Marseilles Drive	6	7/24/03	$1,392,967.00	$5,056.00	$1,398,023.00	$94,581.00	40%		2	Resolution of a conflict with a water main pipe at Rue Versailles.
Marseilles Drive	7	7/24/03	$1,398,023.00	$0.00	$1,398,023.00	$94,581.00	40%		4	Additional days for document discrepancies.
Marseilles Drive	8	7/24/03	$1,398,023.00	$0.00	$1,398,023.00	$94,581.00	40%		1	Additional rain delay.
Marseilles Drive	9	7/24/03	$1,398,023.00	$0.00	$1,398,023.00	$94,581.00	40%		16	Delay due to FDOT lane closure permit.
Marseilles Drive	10	8/12/03	$1,398,023.00	$17,200.00	$1,415,223.00	$77,381.00	55%		6	Re-routing of water main pipe at Normandy and Rue Notre Dame to avoid conflict with existing gas main and storm sewer pipe.
Marseilles Drive	11	8/12/03	$1,415,223.00	$3,802.00	$1,419,025.00	$73,579.00	55%		2	Replacement of existing sanitary sewer pipe at Bay Drive and Marseille.
Marseilles Drive	12	8/12/03	$1,419,025.00	$6,080.00	$1,425,105.00	$67,499.00	55%		0	Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Versailles.

Bolded items reflect Change Orders/Contingency commitments that have occurred since the last General Obligation Bond Oversight Committee meeting.

General Obligation Bond Oversight Committee
Contingency Report - December 2004

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Marseilles Drive	13	8/12/03	$1,425,105.00	$6,080.00	$1,431,185.00	$61,419.00	55%		0	Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Notre Dame.
Marseilles Drive	14	8/12/03	$1,431,185.00	$2,622.00	$1,433,807.00	$58,797.00	55%		6	Removal of 95 Ft. of existing curb and gutter and replacement with new valley gutter. Removal of existing grate and replacement at different location due to a change in design at an intersection.
Marseilles Drive	15	8/12/03	$1,433,807.00	$1,437.00	$1,435,244.00	$57,360.00	55%		1	Added traffic control loop at Rue Versailles and Normandy Drive.
Marseilles Drive	16	8/12/03	$1,435,244.00	$5,060.00	$1,440,304.00	$52,300.00	55%		5	Existing tree removal at Rue Notre dame due to line of sight.
Marseilles Drive	17	8/12/03	$1,440,304.00	$4,613.00	$1,444,917.00	$47,687.00	55%		2	Additional storm drainage structure.
Marseilles Drive	18	12/19/03	$1,444,917.00	$1,320.00	$1,446,237.00	$46,367.00	85%		7	Electrical Service for Irrigation Controller.
Marseilles Drive	19	12/19/03	$1,446,237.00	$0.00	$1,446,237.00	$46,367.00	85%		0	This Change Order was voided because the CMB declined to install additional street light at Cul-De-Sac.
Marseilles Drive	20	12/19/03	$1,446,237.00	($179.00)	$1,446,058.00	$46,546.00	85%		0	Credit for replacing 1#5 Re-Bar wit a # 3 Re-Bar.
Marseilles Drive	21	12/19/03	$1,446,058.00	$11,539.75	$1,457,597.75	$35,006.25	85%		10	Re-Construct Rue Versailles to conform revised elevations.
Marseilles Drive	22	12/19/03	$1,457,597.75	$21,793.75	$1,479,391.50	$13,212.50	85%		38	To install new drainage system along Marseille Drive, Labor and equipment
Marseilles Drive	23	12/19/03	$1,479,391.50	$3,474.00	$1,482,865.50	$9,738.50	85%		0	To install new drainage system along Marseille Drive, material.
Marseilles Drive	24	12/19/03	$1,482,865.50	($438.00)	$1,482,427.50	$10,176.50	85%		0	Credit to the CMB for 2-1/2" water meter of Irrigation system.
Marseilles Drive	25	12/19/03	$1,482,427.50	$1,716.00	$1,484,143.50	$8,460.50	85%		3	Installation of irrigation main line from STA 7+00 to STA 8+10
Marseilles Drive	26	12/19/03	$1,484,143.50	$0.00	$1,484,143.50	$8,460.50	85%		2	16" water main tied in, Change Order for 2 additional days only.
Marseilles Drive	27	1/7/04	$1,484,144.75	($11,796.00)	$1,472,348.40	$20,256.50	90%		0	Deleted work at Cul-De-Sac of Rue Notre Dame.
Marseilles Drive	28	1/7/04	$1,472,348.40	($5,534.50)	$1,466,813.90	$25,791.00	90%		3	Deleted Landscape work at Rue Versailles & N. Drive.
Marseilles Drive	29	1/7/04	$1,466,813.90	($1,055.00)	$ 1,465.758.90	$26,846.00	90%		0	Deleted Landscape work at Rue Notre Dame & N. Drive.
Marseilles Drive	30	1/7/04	$ 1,465.758.90	$400.00	$1,465,358.90	$26,446.00	90%		1	Additional Sidewalk at East side of R. Notre Dame & N. Drive.
Marseilles Drive	31	1/7/04	$1,465,358.90	$622.00	$1,466,820.90	$25,784.00	90%		0	Additional Pictures for August, September & October.
Marseilles Drive	32	1/7/04	$1,466,820.90	$495.00	$1,467,315.90	$25,289.00	90%		1	To Replace Irrigation Backflow Preventer
Marseilles Drive	33	1/7/04	$1,467,315.90	$0.00	$1,467,315.90	$25,289.00	90%		12	Additional Time for Landscaping, Marking due to Water Meter
Marseilles Drive	34	1/7/04	$1,467,315.90	$550.00	$1,467,865.90	$24,739.00	90%		2	Repair Brick Pavers at East & West side of Rue Versailles & N. Drive.
Marseilles Drive	35	1/7/04	$1,467,865.90	$0.00	$1,467,865.90	$24,739.00	90%		6	Additional Time for the Last Lift of Asphalt along Marseille.
Marseilles Drive	36	1/7/04	$1,467,865.90	$3,057.00	$1,470,922.90	$21,682.00	95%	$159,614.97	18	Modification to Service Track plus installation of Electric Meter Can
Normandy Isle Park and Pool	1	9/10/02	$2,264,000.00	$1,708.00	$2,265,708.00	$218,004.00	0.05%		0	Reimbursement for payment for Removal of FPL facilities from Pool Building
Normandy Isle Park and Pool	2	9/10/02	$2,265,708.00	$0.00	$2,265,708.00	$218,004.00	0.05%		84	Time delay related to waiting for relocation of County and FDOT facilities
Normandy Isle Park and Pool	3	3/10/03	$2,265,708.00	$1,078.00	$2,266,786.00	$216,926.00	0.05%		0	Additional work to dig test pits

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General Obligation Bond Oversight Committee
Contingency Report - December 2004

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Normandy Isle Park and Pool	4	12/10/02	$2,266,786.00	$179,000.00	$2,445,786.00	$37,926.00	1.00%		0	To reinstate the piling foundation system and concrete deck previously removed during value engineering
Normandy Isle Park and Pool	5	10/7/03	$2,445,786.00	$0.00	$2,445,786.00	$37,926.00	25%		102	Approved additional 102 days due to negotiations related with the pool deck.
Normandy Isle Park and Pool	6	12/3/03	$2,445,786.00	$15,864.98	$2,461,650.98	$37,926.00	35%		15	P&R Requested modifications and additions to contract.
Normandy Isle Park and Pool	7	1/14/04	$2,461,650.98	$23,488.75	$2,485,139.73	$37,926.00	35%		0	To install additional floor drains, Demolish & disposal existing Playground, installing P.V.C. for irrigation, Changes along deck level.
Normandy Isle Park and Pool	8	3/8/04	$2,485,139.73	$0.00	$2,485,139.73	$37,926.00			53	Additional 53 days to Contract time due to expired pool permits plan re-processing.
Normandy Isle Park and Pool	9	3/8/04	$2,485,139.73	$12,320.41	$2,497,460.14	$25,605.59	47%		0	Installation of additional underground primary and secondary electrical conduits and wiring and relocation of FPL electrical transformer.
Normandy Isle Park and Pool	10	4/8/04	$2,497,460.14	$12,270.34	$2,509,730.48	$13,335.25	47%		8	Revisions to structural scope by addition of collector tank and extension of the pool pump room.
Normandy Isle Park and Pool	11	4/22/04	$2,509,730.48	($143,750.00)	$2,365,980.48	$157,085.25	47%	$1,214,304.14	-10	Removal of Scope of Work: perimeter fence, landscaping and irrigation on the park portion of the Project.
North Shore Open Space Park - Phase II	1	10/15/02	$361,651.00	$300.00	$361,951.00	$40,265.00	25%		0	Demolish and dispose two (2) existing vita course stations (not included in original scope)
North Shore Open Space Park - Phase II	2	10/28/02	$361,951.00	$1,477.00	$363,428.00	$38,788.00	28%		0	Installation of 2 4" sleeves at three locations under the newly installed 15' wide pathway
North Shore Open Space Park - Phase II	3	11/14/02	$363,428.00	$2,642.71	$366,070.71	$36,145.29	30%		0	re-grading of the areas of the old guard house and along the existing pathway in order to allow a smoother grade/transition
North Shore Open Space Park - Phase II	4	11/14/02	$366,070.71	$199.03	$366,269.74	$35,946.26	30%		0	Deletion of Asphalt Striping and addition of 1" of asphalt from 79th Street to 81st Street as a means of reinforcing surfacing for anticipated heavy traffic
North Shore Open Space Park - Phase II	5	5/19/03	$366,269.74	($6,770.40)	$359,499.34	$42,716.66	100%	$ -	0	Credit for 7,440 square feet of defective asphalt.
North Shore Park and Youth Center	1	4/11/02	$5,659,357.00	$6,000.00	$5,665,357.00	$307,168.00	3%			To hire a locator service to locate and identify underground utilities
North Shore Park and Youth Center	2	4/29/02	$5,665,357.00	$4,480.00	$5,669,837.00	$302,688.00	5%			To dispose of sports lighting poles and selected foundations (Park Portion)
North Shore Park and Youth Center	3	4/29/02	$5,669,837.00	$12,086.00	$5,681,923.00	$290,602.00	5%			To provide separate electrical meter services for the Tennis Center as requested by the Parks & Rec. Dept. (Park Portion)
North Shore Park and Youth Center	4	8/5/02	$5,681,923.00	$89,776.00	$5,771,699.00	$290,602.00	11%		0	To include value engineered items back in the project: different locker construction, alternate door construction and size, alternate wood gymnasium floors and construction of 2 additional tennis courts (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.

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General Obligation Bond Oversight Committee
Contingency Report - December 2004

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
North Shore Park and Youth Center	5	8/5/02	$5,771,699.00	$321,526.00	$6,093,225.00	$290,602.00	11%		0	To include sport lighting for the project (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.
North Shore Park and Youth Center	6	8/9/02	$6,093,225.00	$61,965.00	$6,155,190.00	$228,637.00	15%		0	To provide 6 storm drain retention tanks to meet DEP requirements.
North Shore Park and Youth Center	7	8/21/02	$6,155,190.00	$21,076.00	$6,176,266.00	$207,561.00	18%		0	To relocate the and upgrade the existing FPL Transformer
North Shore Park and Youth Center	8	10/24/02	$6,176,266.00	$10,939.00	$6,187,205.00	$196,622.00	30%		24	Relocation of 5 pigeon plums as requested by DERM and additional exit lights within the Tennis Center as requested by The Building Department
North Shore Park and Youth Center	9	11/13/02	$6,187,205.00	$38,872.00	$6,226,077.00	$196,622.00	38%		0	Additional 2 clay tennis courts for total of 12 courts. Funding came from North Beach Quality of Life/Resort Tax Fund
North Shore Park and Youth Center	10	1/8/03	$6,226,077.00	$1,403.00	$6,227,480.00	$195,219.00	50%		108	Cost for stand alone fire alarm system for Tennis Center ($7,830), credit for changes to main sewer line (-$2.027.52), and raising top of footing elevation at Youth Center and Gymnasium (-$4,400)
North Shore Park and Youth Center	11	1/8/03	$6,227,480.00	$11,447.00	$6,238,927.00	$183,772.00	50%		0	Additional exit signs for Tennis Center ($1,857) and reconfiguration of storm drainage system (9,590)
North Shore Park and Youth Center	12	1/8/03	$6,238,927.00	$28,548.00	$6,267,475.00	$155,224.00	50%		0	Additional data services requested by owner, upgrade of window color, and location of a drain at practice tennis court
North Shore Park and Youth Center	13	2/14/03	$6,267,475.00	$6,272.00	$6,273,747.00	$148,952.00	55%			Additional phone conduit & receptacle (owner request), concrete pad for FPL electric transformer, and structural change to support A/C ducts in Gym north wall
North Shore Park and Youth Center				($38,590.00)		$187,542.00				Funding Added by Parks and Recreation for Change Orders
North Shore Park and Youth Center	14	5/19/03	$6,273,747.00	$30,464.00	$6,304,211.00	$157,078.00	75%		0	1. Provision of gypsum drywall ceiling for Tennis Center restrooms-$1,290; 2. Inclusion of Value Eng. Item 16R - $17,754; 3. Exterior paint color sample -$237; 4. Removal of trees $1,881.25; 5. Additional 4" roof drain- $1,616; 6. Tennis court irrigation line $3,773; 7. Additional roof insulation- $1,773.75; 8. Two(2) 2" PVC Duct Bank- $2,138.60
North Shore Park and Youth Center	15	6/10/03	$6,304,211.00	$66,464.00	$6,370,675.00	$90,614.00	75%		20	1.Drop ceiling in Tennis Center- $748; 2. Provision of access ladder to access the roof $3,333; 3. Construction of 4 dugouts-$57,502; 4. Installation of additional strobe lights- $4,881. Additional 20 days was granted for construction of dugouts.
North Shore Park and Youth Center	16	7/15/03	$6,370,675.00	$24,045.00	$6,394,720.00	$66,569.00	75%		31	1. Relocation of 2 light poles at the Tennis Center $12,220 - 2. Addition of 6 area drains on the north side of the Tennis court area to introduce an underground drainage system.

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General Obligation Bond Oversight Committee
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Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
North Shore Park and Youth Center	17	7/15/03	$6,394,720.00	$7,750.00	$6,402,470.00	$58,819.00	75%		10	1. Sidewalk addition to provide access to the entry ramps south of the building - $7,075; 2. Addition of sprinkler heads requested by Fire Inspector - $1,753; 3. Credit for deletion of stucco at Youth Center West wall - ($1,078). Contract time will be increased 10 days for Phase 3 and 31 days for Phase 2.
North Shore Park and Youth Center	18	8/25/03	$6,402,470.00	$6,219.00	$6,408,689.00	$52,600.00	85%		0	Four picket gates at North and South Entrances not shown on contract documents.
North Shore Park and Youth Center	19	8/25/03	$6,408,689.00	$19,298.00	$6,427,987.00	$33,302.00	85%		0	Install two rain water scuppers and additional roofing at West Entrance. Enclosure of ductwork a gymnasium.
North Shore Park and Youth Center				($102,750.00)		$136,052.00				Funding Added by Parks and Recreation for Change Orders
North Shore Park and Youth Center	20	4/23/04	$6,427,987.00	$17,541.00	$6,445,528.00	$118,511.00	95%		162	Credit for Underground Utility Exploration from CO #1 (-$5,760.00), Provide a 4"diam. Water meter ($14,420.00), Additional Fire Alarm devices as required by Fire Inspection ($3,413.00), Sign for South Entrance ($991.00), Removal of trees from West baseball field ($3,210.00). Additional 162 day time extension for Phase I only. Net Current Days are for Phase I: 320, Phase II: 61, and Phase III: 60.
North Shore Park and Youth Center	21	4/23/04	$6,445,528.00	$21,065.00	$6,466,593.00	$97,446.00	95%	$ 794,688.00	15	Interior Paint at Stair 2 ($1,393.87), Temporary Power Reimbursement to GC ($4,286.39), Additional fire Sprinkler Valve for Elevator Shaft ($1,013.73), Electrical Service SE Field Water Fountain ($1,902.01), Street Cuts North Entrance ($4,701.33), Water Fountain Backflow Valve ($636.69), Landscape Credit (-$1,841.00), Single Phase 220V for Elevator ($1,597.72), Restroom Vanities Counter Supports ($1,454.48), Water Fountain ADA Compliance ($1,491.69). Job Site Security during FTAA as requested by City ($4,428.00).
North Shore Park and Youth Center		5/26/04		($120,000.00)		$217,446.00				City Commission Added $120,000 in funding for Change Orders
North Shore Park and Youth Center	22	7/21/04	$6,466,593.00	$127,087.00	$6,593,680.00	$90,359.00	98%	$ 329,684.20	0	Items required due to Building Department inspections required for Final CO and Owner's Punch List: Electrical ($1,785), Irrigation breaker ($363), Baseball Field Maintenance Gates ($1,274), Elevator Room's Electrical and Fire Protection changes ($29,927), Supervision fees ($27,360), Performance Bond ($18,230), Changes to West Plaza ($14,046), Bracing at Shower Stalls ($4,176), Additional Roof Scuppers and dampers ($5,062), Wood thresholds ($2,347), HVAC Mold Test ($1,300), Glass railing at Teen's Room ($9,922), Shuffle Board Permit Processing fee ($1,598), Various items at Gym, including metal shields, wood nosing, paint, additional fire alarm devices ($9,697).

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North Shore Park and Youth Center	23	10/6/04	$6,593,680.00	$11,942.00	$6,605,622.00	$78,417.00	98%	$ 329,684.20	0	Items required due to Building Department inspections required for Final CO and Owner's Punch List: Additional overflow roof scuppers ($3,580.50), Installation of safe boxes ($630.00), Additional Gates at North Baseball Field ($1,239.50), Window Testing at Storefronts ($1,182.00), and Elect/Mech Changes to Mech. Room 136 ($5,310.00).
Scott Rakow Youth Center	1	1/16/02	$2,845,700.00	$47,300.00	$2,893,000.00	$0.00	10%		0	Alternates 1, 2 and 4 for Phasing plan, outdoor rubber flooring and landscaping
Scott Rakow Youth Center	2	N/A	$0.00	$0.00	$0.00	$0.00	0%		0	VOIDED
Scott Rakow Youth Center	3	2/19/02	$2,893,000.00	$0.00	$2,893,000.00	$0.00	30%		89	89 day time extension
Scott Rakow Youth Center	4	2/19/02	$2,893,000.00	($36,008.00)	$2,856,992.00	$0.00	50%		0	Delete elevator and folding partitions
Scott Rakow Youth Center	5	5/21/02	$2,856,992.00	$29,700.00	$2,886,692.00	$250,000.00	60%		0	Relocate utilities, additional electrical service to ice rink, reroute Bell South underground service
Scott Rakow Youth Center	6	9/24/02	$2,886,692.00	$36,008.00	$2,922,700.00	$213,992.00	70%		0	Adding back in the elevator and folding partitions
Scott Rakow Youth Center	7	9/24/02	$2,922,700.00	$160,594.77	$3,083,294.77	$53,397.23	70%		0	Rerouting storm pipe, additional fire devices and fixtures, repairs to broken water main, remobilization for auger cast piles, paint locker room walls and ceilings, relocation of pedestrian crossing signal, repair of BellSouth lines, repair concrete beams, Zamboni water heater, Water Absorption Tank and monitoring system, rerouting conduit, HVAC unit roof frame, delete basketball court floor replacement work, new foundation for north stairs, modifications to roof and roof structure
Scott Rakow Youth Center	8	11/8/02	$3,083,294.77	$9,306.25	$3,092,601.02	$4,166.00 *	80%		0	Installation of louvered door at mechanical room
* Specific costs were paid out of project contingency to FPL, Bell South, PSI Geotechnical, Threshold Inspector. These costs were not paid through the contractor and therefore would not be a part of a change order to the Contractor.										
Scott Rakow Youth Center	9	1/8/03	$3,092,601.02	($21,016.08)	$3,071,584.94	$25,182.08	85%		0	Credit for security guard services and ammonia monitoring system. System will be monitored through Fire Alarm panel.
Scott Rakow Youth Center	10	1/8/03	$3,071,584.94	$11,844.81	$3,083,429.75	$13,337.27	85%		0	Electrical wiring modifications for existing pool and restrooms; furnish and install new light fixture at entrance; furnish and install new 480v/60amp electrical feeder for new water heater and pump at Zamboni room
Scott Rakow Youth Center	11	2/25/03	$3,083,429.75	$2,950.11	$3,086,379.86	$110,387.16	85%		0	Work required for fire alarm panel relocation, and addition of strobe and horn for ammonia leak detection device. $100,000 was added to the project contingency.

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Scott Rakow Youth Center	12	4/4/03	$3,086,379.86	$10,406.70	$3,096,786.56	$99,980.46	85%		0	Relocation of electrical equipment, installation of panic hardware at ice rink entrance doors, and automation of ice rink equipment room fan with ammonia detection panel.
Scott Rakow Youth Center	13	6/30/03	$3,096,786.56	$39,860.58	$3,136,647.14	$60,119.88	90%		0	Installation of new louver and ductwork to maintain fresh air intake at existing mechanical room, installation of new emergency exit lights, new 42" railing at entry ramp area, additional conduit and wiring to connect ice rink equipment room exhaust fan to fire alarm panel.
Scott Rakow Youth Center	14	8/7/03	$3,136,647.14	($4,500.00)	$3,132,147.14	$64,619.88	90%	$580,162.93	0	Credit for deletion of 4-foot concrete sidewalk along Pine Tree Drive.
Tatum Park	1	2/23/00	$341,518.36	$50,987.25	$392,505.61					new basketball court (originally anticipated)
Tatum Park	2	2/23/00	$392,505.61	$33,012.05	$425,517.66	$4,477.89	81%			sports and security lighting (originally anticipated)
Tatum Park	3	11/1/01	$425,517.66	($1,800.00)	$423,717.66	$6,277.89	100%	$ -		Contractor's portion of Safety Surface Installation

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
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COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE MEETING OF DECEMBER 14, 2004.**

A meeting of the Finance and Citywide Projects Committee was held on December 14, 2004 at 2:16 p.m. in the City Manager's Large Conference Room.

NEW BUSINESS

1. **List of projects and establishment of additional criteria for the renewal and replacement fund.**

ACTION

The Administration was instructed to bring back to a future Finance and Citywide Projects Committee Meeting a more defined set of criteria for use of the Capital Renewal and Replacement Fund. The Committee instructed the Administration to:

- **Summarize the criteria into three critical areas; and**
- **Include a preamble/whereas clause; and**
- **Provide a provision for emergency use of the funds.**

City Manager Jorge M. Gonzalez and Budget and Performance Improvement Director Kathie G. Brooks introduced and summarized the item.

Mr. Gonzalez stated that at the September 28, 2004 second Budget Hearing, the City Commission adopted a Resolution establishing a Capital Renewal and Replacement Fund. Mr. Gonzalez further stated that City Commission requested that the Administration provide the Finance and Citywide Projects Committee with a list of projects and a set of criteria for use of the Capital Renewal and Replacement Fund.

Chairman Jose Smith stated that since the September 28, 2004 Budget Hearing, the electorate of Miami-Dade County has passed numerous General Obligation Bonds which will fund a number of the projects which originally had anticipated receiving funding from the Capital Renewal and Replacement Fund. Chairman Smith added that these additional Bond Funds will free up a substantial amount of funds from the Capital Renewal and Replacement Fund for other projects.

Ms. Brooks summarized the criteria recommended for appropriations of Capital Renewal and Replacement Funds. Ms. Brooks added that in establishing the criteria for use of the

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funds, the Administration used language concurrent with that used in Capital Renewal and Replacement Bonds.

The criteria for the eligibility of appropriations from the Capital Renewal and Replacement Reserve Fund were summarized as follows:

A. Extends the useful life of such asset by a defined range of years; or
B. Prevents untimely deterioration of such asset; or
C. Provides for unusual or extraordinary maintenance or repairs essential to the continued life of the asset; or
D. Wholly replaces a component part of an asset that approximates at least 10% of the value of the asset; or
E. Replaces a fully depreciated or deteriorated asset in its entirety; or
F. Provides a replacement inventory for large capital components that would have a long lead time or extraordinary cost; or
G. Significantly reduces future maintenance costs over the remaining life of the asset.

Commissioner Matti Herrera Bower stated that along with the current list of Capital Renewal and Replacement Projects she would like to see a five-year maintenance plan similar to the plan prepared at the Miami-Dade County School Board. Commissioner Bower stated the City should have a five-year vision when it pertains to maintenance, renewal and replacement of City Assets.

Mr. Gonzalez stated that the City annually adopts a five-year Capital Improvement Plan, an annual Capital Budget, and an annual Operating Budget, which incorporate a section summarizing the City's annual Maintenance Budget. Mr. Gonzalez added that for this upcoming budget season, the City will have a report prepared by the City's Consulting Engineer summarizing the evaluation and inspection of City assets/facilities and a timetable as to when these assets/facilities are expected to require funding from the Capital Renewal and Replacement Fund.

Vice-Chairman Richard Steinberg expressed his concerns regarding the language contained in the proposed criteria for use of the Capital Renewal and Replacement Fund. He stated that the proposed language appeared to be particularly liberal and broad. He additionally stated that he would like to see more specific language incorporated into the criteria for the eligibility and use of the funds.

Chairman Smith expressed similar sentiments as to Vice-Chairman Steinberg. Chairman Smith asked for language which more clearly defined routine versus extraordinary maintenance.

Mr. Gonzalez stated that the language used in establishing the proposed criteria was language typically found in Bonds for Capital Renewal and Replacement Projects.

Mr. Gonzalez added that proposed criteria could contain a preamble or a whereas clause stating the purpose of the Capital Renewal and Replacement Fund in order to maintain flexibility in the use of the funds in the event the City Commission is suddenly faced with an emergency project.

2. Discussion regarding the Miami City Ballet ground lease and request to consent to leasehold mortgage.

ACTION
Item Deferred.

3. **Discussion regarding a change order to Tarafa Construction, Inc. (TCI), for additional general conditions and time extension costs on the 42nd Street Parking Garage, and approving final closeout of the project after completion of the final certificate of occupancy for the building.**

ACTION
The Committee moved the item to the full Commission, recommending approval of the proposed change order.

Chairman Smith introduced and summarized the item. Chairman Smith stated that this item was initially presented to the City Commission at its December 8, 2004 meeting and was referred to the Finance and Citywide Projects Committee for further discussion pertaining to the amount and timing of the requested change order.

Chairman Smith summarized the history of the 42nd Street Parking Garage project. Assistant Capital Improvement Projects Director Jorge Chartrand additionally briefed the Committee on the particular details of the project history which led to justifiable delays in the completion of the project and have led to the Administration's recommendation for approval of the proposed change order.

Capital Improvement Projects Director Tim Hemstreet further detailed the additional work done by the contractor, TCI, as a result of unforeseen structural problems and the poor condition of the existing electrical installations.

Roberto Tarafa, President of TCI, addressed the Committee and discussed particulars of the project which led to time and cost over-runs.

Mr. Hemstreet stated that TCI has completed and satisfied all of the installations required by their contract. Mr. Hemstreet stated that the proposed change order is not an unreasonable request and is in line with industry standards.

OLD BUSINESS:

4. **Discussion regarding the proposed A.I. Boymelgreen Project at Fifth Street and Alton Road.**

ACTION
The Committee approved the item subject to negotiations for possible public benefits that can be obtained from the developers of the project in exchange for the proposed vacation and relocation of the public alley.

Ms. Lucia Dougherty, representative for the proposed A.I. Boymelgreen project, introduced and summarized the item. Ms. Migliorati stated that this item was initially heard at the October 26, 2004 Finance and Citywide Projects Committee Meeting where the Committee instructed the Administration to execute an Owner's Affidavits for the sole purpose of a Design Review Board (DRB) Design Review Application, with an understanding that said Owner's Affidavits did not constitute a Committee endorsement of the proposed project or

a recommendation for the proposed vacation and relocation of the public alley located on the project site.

Ms. Migliorati stated that the DRB approved the proposed project and supported the alley vacation and relocation. She further stated that neighboring owners of the proposed project, South Shore Hospital and the Estefan Family, have indicated their approval of the project.

Chairperson Smith and Commissioner Bower expressed their concerns about the possible traffic congestion in the surrounding areas of 5th Street and Alton Road. Ms. Migliorati replied that the City's Public Works Department has requested that a traffic study/analysis be completed in connection with the City's review of the project.

Ms. Migliorati also stated that the developer is proposing to establish a transit station on the Alton Road frontage of the project.

Vice-Chairman Steinberg requested that the Administration explore additional public benefits that can be obtained by the City from the developer in exchange for the alley vacation/relocation. Mr. Gonzalez replied that a possible public benefit from the developer could be a monetary contribution for capital projects along the 5th and 6th Street corridors.

5. Discussion regarding the Walker Parking/Alternative Analysis & Feasibility Analysis.

6. Discussion regarding the Parking System Capital Plan and Funding Alternatives.

*******Items 5 and 6 were heard jointly*******

<u>ACTION</u>
The Administration was instructed to come back to a future Finance and Citywide Projects Committee Meeting with a specific listing prioritizing thirty five (35) viable sites which maximize the inventory of parking in the City.

Parking Director Saul Frances introduced and summarized the item. Mr. Frances stated that since items 5 and 6 are so closely related they will presented jointly.

Mr. Frances stated that the Administration is proposing establishing a Five-Year Parking Capital Plan which can be amended and revised annually, as necessary. Mr. Frances listed various parking projects which have already received various levels of approvals from the City Commission. Mr. Frances added that the Administration is seeking direction from the Committee regarding policy and funding issues pertaining to the following areas:

- Establishment of an emergency fund (11% of the parking system's annual budget); and
- Establishment of a preventative maintenance fund for garages and surface lots; and
- Establishment of an operating and maintenance reserve equivalent to two months operating expenditures of the parking system.

The Committee held discussions regarding the proposed future Capital Projects and their corresponding available funding sources.

Ms. Cuervo and Mr. Frances summarized the Walker Parking/Alternative Analysis and Financial Feasibility Analysis. Mr. Frances stated that the Analysis identified potential sites from various perspectives, including location, capacity/density, and costs.

The Committee expressed their desire to see a current listing prioritizing thirty five (35) viable sites which maximize the inventory of parking in the City.

Vice-Chairman Steinberg recommended the City explore the opportunity of providing commuters access to traffic and parking information in the City via the radio.

7. **Discussion regarding the development and use of the parking lot adjacent to the Shane Watersports Center as it relates to that certain Second Amended and Related/Consolidated Lease Agreement with Miami Beach Watersports Center, Inc. as lessee, for the City-owned property located at 6500 Indian Creek Drive, Miami Beach, Florida.**

ACTION

The Administration was instructed to bring back to a future Finance and Citywide Projects Committee Meeting a solution to the parking issues at the Center which addresses the following areas:

- **Allowing users of the Rowing Center free usage of the parking lot; and**
- **Providing an attended parking lot for specials events at the Center; and**
- **Funding for the proposed parking and landscape improvements; and**
- **Seeking public input from the surrounding neighborhood.**

Ms. Cuervo introduced and summarized the item. Ms. Cuervo stated that this item was initially discussed at the May 15, 2004 Finance and Citywide Projects Committee Meeting where the Committee instructed the Administration to research the options available in regards to the parking situation at the Shane Watersports Center (Center) and to discuss alternatives regarding the landscaping improvements with representatives from the Center.

Ms. Cuervo added that the Administration, along with representatives from the Center, have come up with and evaluated four possible options that address the parking situation at the Center as follows:

1. City improves the parking lot and Center has use of trailer lane and purchases hand tags for its users; or
2. City and Center would split cost of the improvements and the use of parking lot; or
3. Center pays for the parking lot improvements in exchange for the Center's right to use the parking lot at no additional cost; or
4. City improves parking lot and the Center manages the parking lot and guarantees the City a minimum annual repayment of $10,000 to the City for the cost of lot improvements, plus any net income generated at the parking lot.

Ms. Cuervo stated that the Center prefers Option 4, whereby they would manage the lot and repay the City over the term of a proposed Management Agreement. Ms. Cuervo stated that the costs for improvements to the parking lot and landscaping are estimated at $208,000 and would result in the City being reimbursed over a twenty year period if no net income is derived from the lot.

Ms. Cuervo additionally stated that if Option 4 is selected, the Center will be required to charge comparable City rates for use of the available parking. She also stated that any agreement signed will include a termination for convenience provision.

The Committee had a discussion related to the parking issues/shortages in the surrounding neighborhood around the Center and a discussion evaluating the four available options.

Ms. Cuervo stated that any funding contributions from the City should not be funded through parking bonds so as to avoid any private activity triggers.

Committee members expressed their concerns regarding parking usage by the Center during non-water sports events, such as occasions when the Center has hired out their conference/ballrooms for parties or meetings.

Commissioner Bower and Chairman Smith stated that they would like to get public input from residents who live in the general area of the Center.

Dr. Ron Shane addressed the Committee and gave a summarized history of the current construction project at the Center and his accounts of the parking scenarios which occur at the Center.

Ms. Cuervo stated that the Administration is seeking policy direction from the Committee as it relates to the different parking options available at the Center.

The Committee inquired about the permitted zoning at the Center.

JMG/PDW/mim
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1/2

ATTENDANCE SHEET

MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: - December 14, 2004 TIME: - 2:00 P.M.

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE – THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
Roberto M. Tarafa	TARAFA CONST., INC 305 444-8337
LISA MIGLIORATI	BOYMELGREEN DEVELOPERS
BOB DE LA FUENTE	"
CARLOS TOUZET	TOUZET STUDIOS
Alfredo J Gonzalez	Greenberg Traurig
Kevin Crowder	CMB
KATHIE BROOKS	CMB - BPI
TIM HEMSTREET	CMB - CIP x 7071
JORGE CHARTRAND	" " x 7071
AC WEINSTEIN	SVRPOST
JOSE CRUZ	CMB - BPI
David Kelly	TB NA&A
MANNY MARQUEZ	CMB - FIN. x 6383
Richard Steinberg	CMBC x 7030
JOSE SMITH	CMB x 7030
Dolores Mejia	CMB xt. 6834
Margarita Alem	CMB x 6734

2/2

ATTENDANCE SHEET

MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: - December 14, 2004 TIME: - 2:00 P.M.

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE – THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
Nicole White	The Miami Herald
RICHARD EVANS	CASABLANCA HOTEL/CONDO
JORGE M. GONZALEZ	CMB- CMO X 7010
PATRICIA WALKER	CMB- FIN. X 7466
CHRISTINA M. CUERVO	CMB- CMO X 7010
SAUL FRANCES	CMB- PARKING
JOYCE MEYERS	" - PLANNING
SAUL GROSS	CMB- COMM. X 7030
RON SHANE	Shane Watersports Cent
Ita Nusbaum	Shane Watersports Center
MATTI H. BOWER	CMB-COMM. X7030
DAVID HESS	CASABLANCA HOTEL/CONDO
NATALIA LEW	" " "

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **REPORT OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE MEETING HELD ON TUESDAY, DECEMBER 21, 2004.**

A meeting of the Neighborhood/Community Affairs Committee was held on Tuesday, December 21, 2004 at 2:30 p.m. in the City Manager's Large Conference Room. Commissioners in attendance: Matti Herrera Bower, Richard L. Steinberg, and Saul Gross. City staff in attendance: Christina Cuervo, Assistant City Manager; Vivian P. Guzman, Director – Neighborhood Services; Max Sklar, Acting Director – Tourism and Cultural Development; Graham Winick, Film and Print Coordinator; Jimmy McMillion, Special Projects Coordinator – Neighborhood Services; Linette Nodarse, Margarita Alcon, Dolores Mejia; and Randi MacBride. Others in attendance are listed in the attached sign-in sheet.

OLD BUSINESS

1. DISCUSSION REGARDING SPECIAL EVENT GUIDELINES REVISIONS.

Max Sklar, Acting Director – Tourism and Cultural Development presented this item which included some revisions made as a result of the last Neighborhood/Community Affairs Committee meeting including the additional list of examples of accessory hotel uses not requiring a special events permit. Commissioner Steinberg and Commissioner Bower voiced their concerns that someone may claim to be a charity event by offering a minimal donation to a charitable organization thereby bypassing the requirement of a special event permit. It was agreed to add a clarifying definition of a charity event as it applies to the need for a special events permit and that fee waivers should only be offered to applicants who are 501 (c) 3 non-profit entities and not to applicants who partner with a non-profit in order to receive the benefit.

Mr. Sklar explained that his office is beginning to work on the establishment of criteria to recognize neighborhood and business organizations and registering the neighborhood groups. Until such criteria are established, his office will continue with current procedures. The next step in the process is to coordinate with the Neighborhood Services Department to actually register the neighborhood groups.

The consecutive day clause has been amended to not penalize private property by counting permits requested related to certain city-wide events as part of the five permits they are allowed at this time. Commissioner Bower requested this be brought to the public for opinion or be brought to the Planning Board for further discussion.

Agenda Item C6C
Date 1-12-05

Commissioner Bower expressed concern that South Pointe Park along with Flamingo Park were left out of the Special Event Zones list for Class C, D, and E. Commissioner Steinberg remarked that the city is spending money on renovation of South Pointe Park and it wouldn't be right to exclude this area. It was decided to eliminate the special event zones proposed in the guidelines and review all requests internally and externally to determine compatibility.

No decision was reached regarding whether or not to allow "all ages" events in nightclubs so it was referred to the full Commission for further discussion.

Mr. Gary Knight expressed his concern with allowing trade shows on the beach because of a recently submitted application. The real concern focused on the duration and whether it was open to the public or not. Max Sklar was asked to draft a definition of "Trade Show" and present to the full Commission.

Action: The Committee moved to bring the guidelines to the Planning Board for their review and comment before presentation to the full City Commission.

Attachments

JMG/RCM/VRG/rfm

CITY OF MIAMI BEACH
NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE
DECEMBER 21, 2004

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX /EMAIL
GARY KNIGHT	Collins Park N. A	305-534-3481	garyknight@aol.com
AC WINSTON	SUN POST		
OSCAR BARRANCEDA	ALBION HOTEL	(305)910-1000	OSCARB@RUBELLHOTELS.COM
Philippe Bardo	ALBION HOTEL	3059131000	philippeb@Rubellhotels.com
Mario L. Martinez	SunPost	786-246-7205	Fortwenty@hotmail.com
Jimmy McMillion	Neighborhood Summit		
Dan Ricker	Watchdog Report	www.WatchdogReport.NET	
Max Sklar	CMB-TCD	~~305-673-7577~~	
Lynette Nodarse	CMB-TCD	305.673.7577	
Graham Winicki	CMB-TCD	305 673 7577	gwinicki@MiamiBeachFL.gov

CITY OF MIAMI BEACH
NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE
DECEMBER 21, 2004

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX /EMAIL
David Kelly	TB HR & A	673-0440	
Richard Steinberg	CMBC	673-7103	
Dolores Mejia	Mayor & Comm.	ext. 6834	
Margarita Alcon	Mayor & Comm.	6743	
Christina Cuervo	CMB	6586	
Comm Bower	Comm.		
Vivian Guzman	NSD -CMB		

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT COMMITTEE MEETING OF JANUARY 4, 2005**

The General Obligation Bond Oversight Committee ("Committee") met on January 4, 2005. At the meeting, the Committee considered the following issues.

The Committee reviewed and accepted the minutes from the December 7, 2004 General Obligation Bond Oversight Committee meeting.

CONTINGENCY REPORT

The Administration informed the Committee that no new change orders had been approved since the last meeting. A list of the change orders approved to date is attached as "Exhibit A".

PROJECT STATUS REPORT

The Administration informed the Committee that the **Fire Station No. 2** project is moving along as planned. The First Notice to Proceed has been issued, requiring the Contractor to provide certain administrative documentation to the City prior to beginning construction, and the plans for temporary parking are still being coordinated. Work on the fire station itself will begin shortly.

The Committee was told that the construction of the seawall portion of the **Fire Station No. 4** project was underway. The fire station portion will begin construction after the completion of the seawall.

With regard to the **Normandy Isle Park and Pool** project, the Administration informed the Committee that all documentation for pricing and evaluation had been provided to the Surety as well as a possible replacement contractor. A second Notice of Demand was issued to the Surety. It is anticipated that the replacement contractor will provide a price quote within the next week or so, and that another Notice of Demand will be issued to the Surety if a response to prior notices is not received.

INFORMATIONAL ITEMS

The updated calendar of community meetings was presented to the Committee, but not reviewed during the meeting.

The Committee agreed to continue to hold its meetings on the first Tuesday of the month,

Agenda Item C6D
Date 1-12-05

or as otherwise scheduled if a holiday conflicted with that day.

Attachment

JMG/RCM/TH/KLM
T:\AGENDA\2005\Jan1205\Consent\1-04-05 GO Bond Meeting Summary Minutes.doc

General Obligation Bond Oversight Committee
Contingency Report - January 2005

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Espanola Way	1	1/24/02	$761,526.70	($1,085.00)	$760,441.70	$141,558.30	20%			Value Engineering of curb and gutter to valley gutter
Espanola Way	2	1/24/02	$760,441.70	$5,300.00	$765,741.70	$136,258.30	20%			Paid from funding outside contingency - additional sidewalk, curb and gutter
Espanola Way	3	1/24/02	$765,741.70	$81,650.00	$847,391.70	$54,608.30	20%			Add revised sanitary sewer improvements (2 manholes, relief line, Ductile Iron Pipe Sleeves) (originally anticipated)
Espanola Way	4	1/24/02	$847,391.70	($27,845.00)	$819,546.70	$82,453.30	20%			Value Engineering of base under sidewalk
Espanola Way	5	1/24/02	$819,546.70	$8,568.00	$828,114.70	$73,885.30	20%			Revised drainage structures to comply with DERM regulations
Espanola Way	6	6/14/02	$828,114.70	$900.00	$829,014.70	$72,985.30	42%		0	Adjust Storm Drain due to conflict with FPL Duct Bank
Espanola Way	7	6/14/02	$829,014.70	$14,988.00	$844,002.70	$57,997.30	42%		0	Concrete work to reduce slopes of plaza to approx. 2%
Espanola Way	8	6/14/02	$844,002.70	$13,000.00	$857,002.70	$44,997.30	42%		+49	Storm drain modifications to adjust plaza slopes to approx. 2%
Espanola Way	9	10/21/02	$857,002.70	$799.00	$857,801.70	$44,198.30	65%		0	Loading Zone at Barcelona Hotel, requested and funded by Property Owner
Espanola Way	10	10/21/02	$857,801.70	($1,708.90)	$856,092.80	$45,907.20	65%		0	Delete 8 Planters (Owner request)
Espanola Way	11	10/21/02	$856,092.80	$5,190.00	$861,282.80	$40,717.20	65%		21	Underground Phone and TV cables, requested and funded by property owner
Espanola Way	12	10/21/02	$861,282.80	($100.00)	$861,182.80	$40,817.20	70%		0	Credit for error on Change Order # 9
Espanola Way	13	10/21/02	$861,182.80	$1,180.00	$862,362.80	$39,637.20	70%		0	Water line to Proposed fountain
Espanola Way	14	11/12/02	$862,362.80	$720.00	$863,082.80	$38,917.20	85%		0	Ramp at Tantra for Dumpster
Espanola Way	15	11/12/02	$863,082.80	$512.00	$863,594.80	$38,405.20	85%		0	Change Planter Layout (Owner Request)
Espanola Way	16	11/12/02	$863,594.80	$2,000.00	$865,594.80	$36,405.20	85%		5	Change inlet to Storm drains
Espanola Way	17	12/6/02	$865,594.80	$500.00	$866,094.80	$35,905.20	90%		0	Additional rain water leaders
Espanola Way	18	12/6/02	$866,094.80	($1,584.50)	$864,510.30	$37,489.70	90%		0	Net plant material changes by Landscape Architect
Espanola Way	19	01/21/03	$861,282.80	$5,760.97	$867,043.77	$31,728.73	99%		7	Added Sidewalk, Curb, & Header at edge of pavers
Espanola Way	20	01/21/03	$867,043.77	$2,690.00	$869,733.77	$29,038.73	99%		2	Install photoelectric cell control for street lights.
Espanola Way	21	01/28/03	$869,733.77	$23,547.35	$893,281.12	$5,491.38	100%		4	Pay item quantity adjustments and Added drainage.
Espanola Way			$893,281.12	($6,293.50)	$886,987.62	$11,784.88			0	Credit from Contractor for quantity adjustments.
Espanola Way				($5,190.00)		$16,974.88				Contribution from Property Owners for C.O.# 11.
Espanola Way				$16,589.00		$385.88				Additional services to A/E for additional Construction Administration (time and scope: $8,447) and DERM Fee Reimbursement ($8,142)
Fisher Park	1	8/10/99	$140,451.04	$6,874.12	$147,325.16	$7,201.39	27%	$ -		New scope of work for new layout of tot lot & install new fencing
Flamingo Pool	1	9/25/01	$2,399,800.00	$53,500.00	$2,453,300.00	$239,980.00				Re-route electrical feed
Flamingo Pool	2	10/24/01	$2,453,300.00	$20,170.48	$2,473,470.48	$219,809.52	40%			relocate FPL underground line to accommodate new pool
Flamingo Pool	3	10/24/01	$2,473,470.48	$62,800.00	$2,536,270.48	$157,009.52	40%			Add Alternate # 2 - Sunburst Fence (originally anticipated)
Flamingo Pool	4	10/24/01	$2,536,270.48	($8,680.00)	$2,527,590.48	$165,689.52	40%			Delete 3 lifeguard chairs and substitute pool coating
Flamingo Pool	5	2/19/02	$2,527,590.48	($11,246.40)	$2,516,344.08	$176,935.92	80%		-10	Credit for using existing portion of sanitary sewer lines

Exhibit A

Bolded items reflect Change Orders/Contingency commitments that have occurred since the last General Obligation Bond Oversight Committee meeting.

General Obligation Bond Oversight Committee
Contingency Report - January 2005

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Flamingo Pool	6	2/19/02	$2,516,344.08	$37,503.65	$2,553,847.73	$139,432.27	80%		+15	Revised storm system layout to include new drainage well. Installation of support haunches at large pool for structural stability.
Flamingo Pool	7	4/2/02	$2,553,847.73	$54,000.00	$2,607,847.73	$85,432.27			+10	installation of Spray Deck, included as Add Alternate, requested by Parks (originally anticipated)
Flamingo Pool	8	4/8/02	$2,607,847.73	$4,264.48	$2,612,112.21	$85,432.27			0	installation of interior signage, taken from signage allowance (originally anticipated)
Flamingo Pool	9	4/30/02	$2,612,112.21	$17,874.42	$2,629,986.63	$67,557.85		$ -	+24	furnish/install anchors for swim lines, install 5 umbrella anchors, install electrical conduit/wires and panels for night lighting system
Group A & B Parks										
Island View Park - Ph II	1	1/9/02	$123,453.48	($29,330.00)	$94,123.48	$62,348.00	20%			Removal of Shade Pavilion from Scope of Services (at City's request)
All Parks	2	1/28/02	$94,123.48	$30,060.00	$124,183.48	$28,268.18	30%			Removal of concrete slab at Island View tot lot, upgrade to galvanized steel fencing with electrostatic paint
All Parks	3	3/1/02	$124,183.48	$8,703.66	$132,887.14	$19,564.52	75%			Addition of columns to fencing, relocation of column, addition of 43 linear feet of fencing to accommodate existing tree route systems
All Parks	4	3/1/02	$132,887.14	$0.00	$132,887.14	$19,564.52	75%		+45	Time extension due to delay of construction start to accommodate ongoing programming at parks
Crespi Park	5	5/15/02	$132,887.14	$6,136.00	$139,023.14	$13,428.52	90%	$ -	0	Installation of specially fabricated sections of fencing to avoid conflict with tree root systems
Island View Park	1	8/4/99	$192,053.48	$1,775.79	$193,829.27					Replace underground pipe for electric service to 2 existing lights
Island View Park	2	12/29/99	$193,829.27	$4,044.04	$197,873.31	$8,703.16	36%	$ -	0	Removal of Basketball Court & restoration of area
Marseilles Drive	1	5/19/03	$1,356,913.00	$18,613.00	$1,375,526.00	$117,078.00	35%		8	Change elevation to drainage structures and pipes.
Marseilles Drive	2	5/19/03	$1,375,526.00	($756.00)	$1,374,770.00	$117,834.00	35%		0	Credit for use of a less expensive water pipe material.
Marseilles Drive	3	5/19/03	$1,374,770.00	$3,957.00	$1,378,727.00	$113,877.00	35%		2	Use of a different material and type for all curb and gutter inlet frames and grates.
Marseilles Drive	4	7/24/03	$1,378,727.00	$18,240.00	$1,396,967.00	$95,637.00	40%		5	Additional 2" layer of asphalt requested by the Public Works Dept.
Marseilles Drive	5	7/24/03	$1,396,967.00	($4,000.00)	$1,392,967.00	$99,637.00	40%		0	Credit for reduced drainage well depth.
Marseilles Drive	6	7/24/03	$1,392,967.00	$5,056.00	$1,398,023.00	$94,581.00	40%		2	Resolution of a conflict with a water main pipe at Rue Versailles.
Marseilles Drive	7	7/24/03	$1,398,023.00	$0.00	$1,398,023.00	$94,581.00	40%		4	Additional days for document discrepancies.
Marseilles Drive	8	7/24/03	$1,398,023.00	$0.00	$1,398,023.00	$94,581.00	40%		1	Additional rain delay.
Marseilles Drive	9	7/24/03	$1,398,023.00	$0.00	$1,398,023.00	$94,581.00	40%		16	Delay due to FDOT lane closure permit.
Marseilles Drive	10	8/12/03	$1,398,023.00	$17,200.00	$1,415,223.00	$77,381.00	55%		6	Re-routing of water main pipe at Normandy and Rue Notre Dame to avoid conflict with existing gas main and storm sewer pipe.
Marseilles Drive	11	8/12/03	$1,415,223.00	$3,802.00	$1,419,025.00	$73,579.00	55%		2	Replacement of existing sanitary sewer pipe at Bay Drive and Marseille.
Marseilles Drive	12	8/12/03	$1,419,025.00	$6,080.00	$1,425,105.00	$67,499.00	55%		0	Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Versailles.

Bolded items reflect Change Orders/Contingency commitments that have occurred since the last General Obligation Bond Oversight Committee meeting.

General Obligation Bond Oversight Committee
Contingency Report - January 2005

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Marseilles Drive	13	8/12/03	$1,425,105.00	$6,080.00	$1,431,185.00	$61,419.00	55%		0	Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Notre Dame.
Marseilles Drive	14	8/12/03	$1,431,185.00	$2,622.00	$1,433,807.00	$58,797.00	55%		6	Removal of 95 Ft. of existing curb and gutter and replacement with new valley gutter. Removal of existing grate and replacement at different location due to a change in design at an intersection.
Marseilles Drive	15	8/12/03	$1,433,807.00	$1,437.00	$1,435,244.00	$57,360.00	55%		1	Added traffic control loop at Rue Versailles and Normandy Drive.
Marseilles Drive	16	8/12/03	$1,435,244.00	$5,060.00	$1,440,304.00	$52,300.00	55%		5	Existing tree removal at Rue Notre dame due to line of sight.
Marseilles Drive	17	8/12/03	$1,440,304.00	$4,613.00	$1,444,917.00	$47,687.00	55%		2	Additional storm drainage structure.
Marseilles Drive	18	12/19/03	$1,444,917.00	$1,320.00	$1,446,237.00	$46,367.00	85%		7	Electrical Service for Irrigation Controller.
Marseilles Drive	19	12/19/03	$1,446,237.00	$0.00	$1,446,237.00	$46,367.00	85%		0	This Change Order was voided because the CMB declined to install additional street light at Cul-De-Sac.
Marseilles Drive	20	12/19/03	$1,446,237.00	($179.00)	$1,446,058.00	$46,546.00	85%		0	Credit for replacing 1#5 Re-Bar wit a # 3 Re-Bar.
Marseilles Drive	21	12/19/03	$1,446,058.00	$11,539.75	$1,457,597.75	$35,006.25	85%		10	Re-Construct Rue Versailles to conform revised elevations.
Marseilles Drive	22	12/19/03	$1,457,597.75	$21,793.75	$1,479,391.50	$13,212.50	85%		38	To install new drainage system along Marseille Drive, Labor and equipment
Marseilles Drive	23	12/19/03	$1,479,391.50	$3,474.00	$1,482,865.50	$9,738.50	85%		0	To install new drainage system along Marseille Drive, material.
Marseilles Drive	24	12/19/03	$1,482,865.50	($438.00)	$1,482,427.50	$10,176.50	85%		0	Credit to the CMB for 2-1/2" water meter of Irrigation system.
Marseilles Drive	25	12/19/03	$1,482,427.50	$1,716.00	$1,484,143.50	$8,460.50	85%		3	Installation of irrigation main line from STA 7+00 to STA 8+10
Marseilles Drive	26	12/19/03	$1,484,143.50	$0.00	$1,484,143.50	$8,460.50	85%		2	16" water main tied in, Change Order for 2 additional days only.
Marseilles Drive	27	1/7/04	$1,484,144.75	($11,796.00)	$1,472,348.40	$20,256.50	90%		0	Deleted work at Cul-De-Sac of Rue Notre Dame.
Marseilles Drive	28	1/7/04	$1,472,348.40	($5,534.50)	$1,466,813.90	$25,791.00	90%		3	Deleted Landscape work at Rue Versailles & N. Drive.
Marseilles Drive	29	1/7/04	$1,466,813.90	($1,055.00)	$ 1,465.758.90	$26,846.00	90%		0	Deleted Landscape work at Rue Notre Dame & N. Drive.
Marseilles Drive	30	1/7/04	$ 1,465.758.90	$400.00	$1,465,358.90	$26,446.00	90%		1	Additional Sidewalk at East side of R. Notre Dame & N. Drive.
Marseilles Drive	31	1/7/04	$1,465,358.90	$622.00	$1,466,820.90	$25,784.00	90%		0	Additional Pictures for August, September & October.
Marseilles Drive	32	1/7/04	$1,466,820.90	$495.00	$1,467,315.90	$25,289.00	90%		1	To Replace Irrigation Backflow Preventer
Marseilles Drive	33	1/7/04	$1,467,315.90	$0.00	$1,467,315.90	$25,289.00	90%		12	Additional Time for Landscaping, Marking due to Water Meter
Marseilles Drive	34	1/7/04	$1,467,315.90	$550.00	$1,467,865.90	$24,739.00	90%		2	Repair Brick Pavers at East & West side of Rue Versailles & N. Drive.
Marseilles Drive	35	1/7/04	$1,467,865.90	$0.00	$1,467,865.90	$24,739.00	90%		6	Additional Time for the Last Lift of Asphalt along Marseille.
Marseilles Drive	36	1/7/04	$1,467,865.90	$3,057.00	$1,470,922.90	$21,682.00	95%	$159,614.97	18	Modification to Service Track plus installation of Electric Meter Can
Normandy Isle Park and Pool	1	9/10/02	$2,264,000.00	$1,708.00	$2,265,708.00	$218,004.00	0.05%		0	Reimbursement for payment for Removal of FPL facilities from Pool Building
Normandy Isle Park and Pool	2	9/10/02	$2,265,708.00	$0.00	$2,265,708.00	$218,004.00	0.05%		84	Time delay related to waiting for relocation of County and FDOT facilities
Normandy Isle Park and Pool	3	3/10/03	$2,265,708.00	$1,078.00	$2,266,786.00	$216,926.00	0.05%		0	Additional work to dig test pits

Bolded items reflect Change Orders/Contingency commitments that have occurred since the last General Obligation Bond Oversight Committee meeting.

General Obligation Bond Oversight Committee
Contingency Report - January 2005

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Normandy Isle Park and Pool	4	12/10/02	$2,266,786.00	$179,000.00	$2,445,786.00	$37,926.00	1.00%		0	To reinstate the piling foundation system and concrete deck previously removed during value engineering
Normandy Isle Park and Pool	5	10/7/03	$2,445,786.00	$0.00	$2,445,786.00	$37,926.00	25%		102	Approved additional 102 days due to negotiations related with the pool deck.
Normandy Isle Park and Pool	6	12/3/03	$2,445,786.00	$15,864.98	$2,461,650.98	$37,926.00	35%		15	P&R Requested modifications and additions to contract.
Normandy Isle Park and Pool	7	1/14/04	$2,461,650.98	$23,488.75	$2,485,139.73	$37,926.00	35%		0	To install additional floor drains, Demolish & disposal existing Playground, installing P.V.C. for irrigation, Changes along deck level.
Normandy Isle Park and Pool	8	3/8/04	$2,485,139.73	$0.00	$2,485,139.73	$37,926.00			53	Additional 53 days to Contract time due to expired pool permits plan re-processing.
Normandy Isle Park and Pool	9	3/8/04	$2,485,139.73	$12,320.41	$2,497,460.14	$25,605.59	47%		0	Installation of additional underground primary and secondary electrical conduits and wiring and relocation of FPL electrical transformer.
Normandy Isle Park and Pool	10	4/8/04	$2,497,460.14	$12,270.34	$2,509,730.48	$13,335.25	47%		8	Revisions to structural scope by addition of collector tank and extension of the pool pump room.
Normandy Isle Park and Pool	11	4/22/04	$2,509,730.48	($143,750.00)	$2,365,980.48	$157,085.25	47%	$1,214,304.14	-10	Removal of Scope of Work: perimeter fence, landscaping and irrigation on the park portion of the Project.
North Shore Open Space Park - Phase II	1	10/15/02	$361,651.00	$300.00	$361,951.00	$40,265.00	25%		0	Demolish and dispose two (2) existing vita course stations (not included in original scope)
North Shore Open Space Park - Phase II	2	10/28/02	$361,951.00	$1,477.00	$363,428.00	$38,788.00	28%		0	Installation of 2 4" sleeves at three locations under the newly installed 15' wide pathway
North Shore Open Space Park - Phase II	3	11/14/02	$363,428.00	$2,642.71	$366,070.71	$36,145.29	30%		0	re-grading of the areas of the old guard house and along the existing pathway in order to allow a smoother grade/transition
North Shore Open Space Park - Phase II	4	11/14/02	$366,070.71	$199.03	$366,269.74	$35,946.26	30%		0	Deletion of Asphalt Striping and addition of 1" of asphalt from 79th Street to 81st Street as a means of reinforcing surfacing for anticipated heavy traffic
North Shore Open Space Park - Phase II	5	5/19/03	$366,269.74	($6,770.40)	$359,499.34	$42,716.66	100%	$ -	0	Credit for 7,440 square feet of defective asphalt.
North Shore Park and Youth Center	1	4/11/02	$5,659,357.00	$6,000.00	$5,665,357.00	$307,168.00	3%			To hire a locator service to locate and identify underground utilities
North Shore Park and Youth Center	2	4/29/02	$5,665,357.00	$4,480.00	$5,669,837.00	$302,688.00	5%			To dispose of sports lighting poles and selected foundations (Park Portion)
North Shore Park and Youth Center	3	4/29/02	$5,669,837.00	$12,086.00	$5,681,923.00	$290,602.00	5%			To provide separate electrical meter services for the Tennis Center as requested by the Parks & Rec. Dept. (Park Portion)
North Shore Park and Youth Center	4	8/5/02	$5,681,923.00	$89,776.00	$5,771,699.00	$290,602.00	11%		0	To include value engineered items back in the project: different locker construction, alternate door construction and size, alternate wood gymnasium floors and construction of 2 additional tennis courts (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.

Bolded items reflect Change Orders/Contingency commitments that have occurred since the last General Obligation Bond Oversight Committee meeting.

General Obligation Bond Oversight Committee
Contingency Report - January 2005

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
North Shore Park and Youth Center	5	8/5/02	$5,771,699.00	$321,526.00	$6,093,225.00	$290,602.00	11%		0	To include sport lighting for the project (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.
North Shore Park and Youth Center	6	8/9/02	$6,093,225.00	$61,965.00	$6,155,190.00	$228,637.00	15%		0	To provide 6 storm drain retention tanks to meet DEP requirements.
North Shore Park and Youth Center	7	8/21/02	$6,155,190.00	$21,076.00	$6,176,266.00	$207,561.00	18%		0	To relocate the and upgrade the existing FPL Transformer
North Shore Park and Youth Center	8	10/24/02	$6,176,266.00	$10,939.00	$6,187,205.00	$196,622.00	30%		24	Relocation of 5 pigeon plums as requested by DERM and additional exit lights within the Tennis Center as requested by The Building Department
North Shore Park and Youth Center	9	11/13/02	$6,187,205.00	$38,872.00	$6,226,077.00	$196,622.00	38%		0	Additional 2 clay tennis courts for total of 12 courts. Funding came from North Beach Quality of Life/Resort Tax Fund
North Shore Park and Youth Center	10	1/8/03	$6,226,077.00	$1,403.00	$6,227,480.00	$195,219.00	50%		108	Cost for stand alone fire alarm system for Tennis Center ($7,830), credit for changes to main sewer line (-$2.027.52), and raising top of footing elevation at Youth Center and Gymnasium (-$4,400)
North Shore Park and Youth Center	11	1/8/03	$6,227,480.00	$11,447.00	$6,238,927.00	$183,772.00	50%		0	Additional exit signs for Tennis Center ($1,857) and reconfiguration of storm drainage system (9,590)
North Shore Park and Youth Center	12	1/8/03	$6,238,927.00	$28,548.00	$6,267,475.00	$155,224.00	50%		0	Additional data services requested by owner, upgrade of window color, and location of a drain at practice tennis court
North Shore Park and Youth Center	13	2/14/03	$6,267,475.00	$6,272.00	$6,273,747.00	$148,952.00	55%			Additional phone conduit & receptacle (owner request), concrete pad for FPL electric transformer, and structural change to support A/C ducts in Gym north wall
North Shore Park and Youth Center				($38,590.00)		$187,542.00				Funding Added by Parks and Recreation for Change Orders
North Shore Park and Youth Center	14	5/19/03	$6,273,747.00	$30,464.00	$6,304,211.00	$157,078.00	75%		0	1. Provision of gypsum drywall ceiling for Tennis Center restrooms-$1,290; 2. Inclusion of Value Eng. Item 16R - $17,754; 3. Exterior paint color sample -$237; 4. Removal of trees $1,881.25; 5. Additional 4" roof drain- $1,616; 6. Tennis court irrigation line $3,773; 7. Additional roof insulation- $1,773.75; 8. Two(2) 2" PVC Duct Bank- $2,138.60
North Shore Park and Youth Center	15	6/10/03	$6,304,211.00	$66,464.00	$6,370,675.00	$90,614.00	75%		20	1.Drop ceiling in Tennis Center- $748; 2. Provision of access ladder to access the roof $3,333; 3. Construction of 4 dugouts-$57,502; 4. Installation of additional strobe lights- $4,881. Additional 20 days was granted for construction of dugouts.
North Shore Park and Youth Center	16	7/15/03	$6,370,675.00	$24,045.00	$6,394,720.00	$66,569.00	75%		31	1. Relocation of 2 light poles at the Tennis Center $12,220 - 2. Addition of 6 area drains on the north side of the Tennis court area to introduce an underground drainage system.

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General Obligation Bond Oversight Committee
Contingency Report - January 2005

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
North Shore Park and Youth Center	17	7/15/03	$6,394,720.00	$7,750.00	$6,402,470.00	$58,819.00	75%		10	1. Sidewalk addition to provide access to the entry ramps south of the building - $7,075; 2. Addition of sprinkler heads requested by Fire Inspector - $1,753; 3. Credit for deletion of stucco at Youth Center West wall - ($1,078). Contract time will be increased 10 days for Phase 3 and 31 days for Phase 2.
North Shore Park and Youth Center	18	8/25/03	$6,402,470.00	$6,219.00	$6,408,689.00	$52,600.00	85%		0	Four picket gates at North and South Entrances not shown on contract documents.
North Shore Park and Youth Center	19	8/25/03	$6,408,689.00	$19,298.00	$6,427,987.00	$33,302.00	85%		0	Install two rain water scuppers and additional roofing at West Entrance. Enclosure of ductwork a gymnasium.
North Shore Park and Youth Center				($102,750.00)		$136,052.00				Funding Added by Parks and Recreation for Change Orders
North Shore Park and Youth Center	20	4/23/04	$6,427,987.00	$17,541.00	$6,445,528.00	$118,511.00	95%		162	Credit for Underground Utility Exploration from CO #1 (-$5,760.00), Provide a 4"diam. Water meter ($14,420.00), Additional Fire Alarm devices as required by Fire Inspection ($3,413.00), Sign for South Entrance ($991.00), Removal of trees from West baseball field ($3,210.00). Additional 162 day time extension for Phase I only. Net Current Days are for Phase I: 320, Phase II: 61, and Phase III: 60.
North Shore Park and Youth Center	21	4/23/04	$6,445,528.00	$21,065.00	$6,466,593.00	$97,446.00	95%	$ 794,688.00	15	Interior Paint at Stair 2 ($1,393.87), Temporary Power Reimbursement to GC ($4,286.39), Additional fire Sprinkler Valve for Elevator Shaft ($1,013.73), Electrical Service SE Field Water Fountain ($1,902.01), Street Cuts North Entrance ($4,701.33), Water Fountain Backflow Valve ($636.69), Landscape Credit (-$1,841.00), Single Phase 220V for Elevator ($1,597.72), Restroom Vanities Counter Supports ($1,454.48), Water Fountain ADA Compliance ($1,491.69). Job Site Security during FTAA as requested by City ($4,428.00).
North Shore Park and Youth Center		5/26/04		($120,000.00)		$217,446.00				City Commission Added $120,000 in funding for Change Orders
North Shore Park and Youth Center	22	7/21/04	$6,466,593.00	$127,087.00	$6,593,680.00	$90,359.00	98%	$ 329,684.20	0	Items required due to Building Department inspections required for Final CO and Owner's Punch List: Electrical ($1,785), Irrigation breaker ($363), Baseball Field Maintenance Gates ($1,274), Elevator Room's Electrical and Fire Protection changes ($29,927), Supervision fees ($27,360), Performance Bond ($18,230), Changes to West Plaza ($14,046), Bracing at Shower Stalls ($4,176), Additional Roof Scuppers and dampers ($5,062), Wood thresholds ($2,347), HVAC Mold Test ($1,300), Glass railing at Teen's Room ($9,922), Shuffle Board Permit Processing fee ($1,598), Various items at Gym, including metal shields, wood nosing, paint, additional fire alarm devices ($9,697).

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North Shore Park and Youth Center	23	10/6/04	$6,593,680.00	$11,942.00	$6,605,622.00	$78,417.00	98%	$ 329,684.20	0	Items required due to Building Department inspections required for Final CO and Owner's Punch List: Additional overflow roof scuppers ($3,580.50), Installation of safe boxes ($630.00), Additional Gates at North Baseball Field ($1,239.50), Window Testing at Storefronts ($1,182.00), and Elect/Mech Changes to Mech. Room 136 ($5,310.00).
Scott Rakow Youth Center	1	1/16/02	$2,845,700.00	$47,300.00	$2,893,000.00	$0.00	10%		0	Alternates 1, 2 and 4 for Phasing plan, outdoor rubber flooring and landscaping
Scott Rakow Youth Center	2	N/A	$0.00	$0.00	$0.00	$0.00	0%		0	VOIDED
Scott Rakow Youth Center	3	2/19/02	$2,893,000.00	$0.00	$2,893,000.00	$0.00	30%		89	89 day time extension
Scott Rakow Youth Center	4	2/19/02	$2,893,000.00	($36,008.00)	$2,856,992.00	$0.00	50%		0	Delete elevator and folding partitions
Scott Rakow Youth Center	5	5/21/02	$2,856,992.00	$29,700.00	$2,886,692.00	$250,000.00	60%		0	Relocate utilities, additional electrical service to ice rink, reroute Bell South underground service
Scott Rakow Youth Center	6	9/24/02	$2,886,692.00	$36,008.00	$2,922,700.00	$213,992.00	70%		0	Adding back in the elevator and folding partitions
Scott Rakow Youth Center	7	9/24/02	$2,922,700.00	$160,594.77	$3,083,294.77	$53,397.23	70%		0	Rerouting storm pipe, additional fire devices and fixtures, repairs to broken water main, remobilization for auger cast piles, paint locker room walls and ceilings, relocation of pedestrian crossing signal, repair of BellSouth lines, repair concrete beams, Zamboni water heater, Water Absorption Tank and monitoring system, rerouting conduit, HVAC unit roof frame, delete basketball court floor replacement work, new foundation for north stairs, modifications to roof and roof structure
Scott Rakow Youth Center	8	11/8/02	$3,083,294.77	$9,306.25	$3,092,601.02	$4,166.00 *	80%		0	Installation of louvered door at mechanical room
* Specific costs were paid out of project contingency to FPL, Bell South, PSI Geotechnical, Threshold Inspector. These costs were not paid through the contractor and therefore would not be a part of a change order to the Contractor.										
Scott Rakow Youth Center	9	1/8/03	$3,092,601.02	($21,016.08)	$3,071,584.94	$25,182.08	85%		0	Credit for security guard services and ammonia monitoring system. System will be monitored through Fire Alarm panel.
Scott Rakow Youth Center	10	1/8/03	$3,071,584.94	$11,844.81	$3,083,429.75	$13,337.27	85%		0	Electrical wiring modifications for existing pool and restrooms; furnish and install new light fixture at entrance; furnish and install new 480v/60amp electrical feeder for new water heater and pump at Zamboni room
Scott Rakow Youth Center	11	2/25/03	$3,083,429.75	$2,950.11	$3,086,379.86	$110,387.16	85%		0	Work required for fire alarm panel relocation, and addition of strobe and horn for ammonia leak detection device. $100,000 was added to the project contingency.

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General Obligation Bond Oversight Committee
Contingency Report - January 2005

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Scott Rakow Youth Center	12	4/4/03	$3,086,379.86	$10,406.70	$3,096,786.56	$99,980.46	85%		0	Relocation of electrical equipment, installation of panic hardware at ice rink entrance doors, and automation of ice rink equipment room fan with ammonia detection panel.
Scott Rakow Youth Center	13	6/30/03	$3,096,786.56	$39,860.58	$3,136,647.14	$60,119.88	90%		0	Installation of new louver and ductwork to maintain fresh air intake at existing mechanical room, installation of new emergency exit lights, new 42" railing at entry ramp area, additional conduit and wiring to connect ice rink equipment room exhaust fan to fire alarm panel.
Scott Rakow Youth Center	14	8/7/03	$3,136,647.14	($4,500.00)	$3,132,147.14	$64,619.88	90%	$580,162.93	0	Credit for deletion of 4-foot concrete sidewalk along Pine Tree Drive.
Tatum Park	1	2/23/00	$341,518.36	$50,987.25	$392,505.61					new basketball court (originally anticipated)
Tatum Park	2	2/23/00	$392,505.61	$33,012.05	$425,517.66	$4,477.89	81%			sports and security lighting (originally anticipated)
Tatum Park	3	11/1/01	$425,517.66	($1,800.00)	$423,717.66	$6,277.89	100%	$ -		Contractor's portion of Safety Surface Installation

Bolded items reflect Change Orders/Contingency commitments that have occurred since the last General Obligation Bond Oversight Committee meeting.

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **REPORT OF THE SPECIAL FINANCE AND CITYWIDE PROJECTS COMMITTEE MEETING OF JANUARY 6, 2005.**

A special meeting of the Finance and Citywide Projects Committee was held on January 6, 2005 at 11:22 a.m. in the City Manager's Large Conference Room.

NEW BUSINESS

1. **Discussion regarding the Miami-Dade Transit (MDT) proposal to operate the City's Local Transit Circulator System (Route W) as a South Beach Circulator.**

ACTION
The Committee unanimously recommended moving this item to the next regularly scheduled Finance and Citywide Projects Committee Meeting on January 27, 2005.

Chairman Jose Smith questioned whether this special meeting has been duly noticed and advertised.

Chief Financial Officer Patricia D. Walker replied that last Thursday, December 30, 2004, when the special meeting was requested and the date was set for January 6, 2005, staff contacted the City Clerk's Office in order to advertise the meeting. Ms. Walker added that the City Clerk's Office stated that it was too late to make the newspaper advertisement deadline for the weekly meetings notice; but, that the special meeting would be noticed throughout the various bulletin boards around City Hall.

Deputy City Attorney Jean Olin stated that since the City Clerk immediately posted the special meeting announcement around City Hall, the meeting was duly advertised.

Chairman Smith asked why this item needed to be heard today.

City Manager Jorge M. Gonzalez replied that the City Commission, at its December 2004 meeting, requested that this item be referred to the Finance and City Wide Projects Committee Meeting; the Transportation and Parking Committee; and, subsequently after review by both Committees, be brought back to the January 2005 City Commission Meeting.

Chairman Smith asked for the City Attorney's Office legal opinion whether the special meeting has been duly advertised according to State Law and whether the Committee can proceed with conducting the meeting. Ms. Olin replied that under what is in essence an

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urgent situation for calling this meeting, whereby the City couldn't provide the local newspaper the notice that normally would have been provided; the City has done its best efforts of posting notice of the meeting throughout City Hall.

Vice-Chairman Richard L. Steinberg asked whether notice of the special meeting was posted on the Electrowave Shuttle Service so that the users of the service would understand what was going on.

Public Works Director Fred Beckmann replied that no notice was posted on the Electrowave Buses.

Vice-Chairman Steinberg stated that notice should be given to the users of the Electrowave, as they are the people who are most effected by this item.

Commissioner Matti H. Bower stated that the original urgency for scheduling the special meeting was because of the upcoming deadline for the guaranteed pricing of new buses for the Electrowave Service; but, upon confirmation from the Administration that the guaranteed pricing has been extended through March 1, 2005, she recommends re-scheduling the proposed item for the next regularly scheduled Finance and Citywide Projects Committee Meeting on January 27, 2005. She further stated that this way the meeting can been duly noticed and scheduled.

The Committee unanimously recommended hearing this item at the January 27, 2005 Finance and Citywide Projects Committee.

JMG/PDW/mim
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C7
RESOLUTIONS

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS, IN THE AMOUNT OF $160,000, FROM PARKING REVENUE BOND FUNDS, FOR A CHANGE ORDER TO TARAFA CONSTRUCTION, INC., (REQUEST FOR CHANGE ORDER NO. 54 FOR ADDITIONAL GENERAL CONDITIONS AND TIME EXTENSION COSTS ON THE 42ND STREET PARKING GARAGE.

Issue:

Should the City Commission adopt the resolution?

Item Summary/Recommendation:

On April 8, 1998 the City Commission awarded a construction contract with Tarafa Construction Inc. (TCI), in the amount of $3,248,452, pursuant to Invitation to Bid No. 7-97/98 entitled "42nd Street Municipal Garage Improvements". In June of 2000, the contractor informed the City that the garage was ready for final inspection. City inspectors observed additional items not consistent with their interpretation of the various codes and the City directed the contractor to comply. Some of these items were not shown on the contract documents and were not noted at the time of plan review and approval. Nevertheless, the Building Official issued a Temporary Certificate of Completion (TCC) on July 21, 2000. Request for Change Order (RCO) No. 54 by TCI, requesting compensation due to excusable, compensable delays was presented on April 2000. This RCO was initially rejected by RAMP after a long period of review due to insufficient substantiating information. It was also rejected by the CIP Office, for similar reasons on October 9, 2002, after RAMP issued their recommendation. Subsequent to the rejection, TCI submitted a response letter outlining their position on the matter. They also submitted a substantial number of documents and a timetable in support of their request. This timetable and the submitted documents, as well as our own files and records form the basis of the CIP recommendation presented herein. There were numerous delays on the project progress, especially during the period of late 1998 through the summer of 1999. At this time, the City obtained beneficial use of the Parking Garage. Further analysis shows, that while the delays did occur, most of them were as a result of a lack of teamwork by all parties including TCI but also as a result of poor contract documents, poor administration by RAMP during construction, and poor coordination by the Special Inspector retained by RAMP to oversee the structural repairs of the project. TCI did not close out the project in a timely fashion and failed to timely complete the necessary documents for the Final Certificate of Completion (CC) and needed assistance from City personnel to complete these tasks. The Final CC was obtained on December 17, 2004.The cost of the City personnel involved has been reduced as part of this recommendation. This time extension requested by TCI on RCO No. 54 is not unreasonable and is recommended for approval. The total amount requested in RCO No. 54 is $177,211. Staff recommends a final amount of $160,000 to account for the involvement of Property Management, the Building Department, and the CIP Office in the closeout and Final CC process.

Advisory Board Recommendation:

The City Commission's Finance & Citywide Committee recommended adopting the Resolution.

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	$160,000	Parking Fund 481	
Finance Dept.	Total	$160,000		

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager		City Manager
TH	RCM	CMC	

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AGENDA ITEM C7A

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS, IN THE AMOUNT OF $160,000, FROM PARKING REVENUE BOND FUNDS, FOR A CHANGE ORDER TO TARAFA CONSTRUCTION, INC., (REQUEST FOR CHANGE ORDER NO. 54) FOR ADDITIONAL GENERAL CONDITIONS AND TIME EXTENSION COSTS ON THE 42ND STREET PARKING GARAGE, AND APPROVING FINAL CLOSEOUT OF THE PROJECT AFTER COMPLETION OF THE FINAL CERTIFICATE OF OCCUPANCY FOR THE FACILITY.**

RECOMMENDATION:

Adopt the Resolution.

FUNDING:

Funds are available from Parking Revenue Bonds Fund 481.

ANALYSIS:

On February 20, 1996, at the request of the City, a study was performed by Urbitran/Ramp (RAMP), for an analysis of the overall existing conditions present at the 42nd Street Parking Garage. It was stated in the report that the facility needed corrective action to preserve the structural integrity of the building.

On June 5, 1996, the Mayor and City Commission declared a public emergency existed and waived the competitive bidding process for professional architectural and engineering services. The Mayor and City Clerk were authorized to execute an amendment to the existing professional services agreement with RAMP for the renovation of the 42nd Street Garage to include Phase II preparation of detailed construction drawings, contract and bid documents, and technical specifications. On October 8, 1997, the Mayor and City Commission appropriated and authorized $3,700,000 from Parking Revenue Bond Fund 481 for the 42nd Street Parking Garage Renovation to fund the cost of the construction contract. After the approved construction bid was received for a lower amount than estimated, some of these funds were used additional services to RAMP.

On April 8, 1998 the Mayor and City Commission approved the award of a construction contract with Tarafa Construction Inc. (TCI), in the amount of $3,248,452 pursuant to City

of Miami Beach Invitation to Bid Number 7-97/98 entitled "42nd Street Municipal Garage Improvements". This contract amount included the total cost of supplying all labor, materials, equipment and supervision necessary to complete the renovation of the 42nd Street Parking Garage. The bid proposal also included a contingency allowance, in the amount of $200,000, which was to be used to fund unforeseen conditions and other additional costs, which could arise out of the renovation of the existing facility. This represented approximately six (6%) percent of the Contract amount. This amount, by industry standards, is extremely low for a renovation project of this nature. It is common to have a ten (10%) percent to fifteen (15%) percent contingency in place on a renovation project.

During the course of the project, additional work in the amount of $200,000 was identified. The reasons for this needed work varied from unforeseen structural problems, to additional electrical work required by the poor condition of existing installations, to changes requested by the City. The $200,000 contingency allowance was used for these costs. On March 15, 2000, by Resolution No. 2000-23840, the Mayor and City Commission approved $100,000 to cover additional construction costs for work required by regulatory agencies, further structural corrections and additional work requested by the City. This amount of $100,000 was added to the project funding at that time, and raised the overall contingency amount to nine (9%) percent, which is still low for a renovation project.

In June of 2000, the contractor informed the City that the garage was ready for final inspection. City inspectors observed additional items not consistent with their interpretation of the various codes and the City directed the contractor to comply. These items included additional pull stations and emergency lights, additional parapet gap plates, additional fire protection work, man proofing panels, stairwell lighting fixtures, conduit & cable to the new transformer vault, and a rewired communication system. Some of these items were not shown on the contract documents and could have been considered errors by the consultant. However, the items were not noted at the time of plan review and approval. Nevertheless, the Building Official issued a Temporary Certificate of Completion (TCC) on July 21, 2000.

The above described changes generated Requests for Change Orders in the amount of $64,871.82 for additional work performed by TCI in order to obtain the TCC. An additional correction to the emergency voice communication system requested by the Fire Marshall, estimated at $30,000, was also required and completed, and paid to Tarafa.

Request for Change Order (RCO) No. 54 by TCI, requesting compensation for additional overhead and general conditions due to excusable, compensable delays during the 42nd Street Parking Garage Project was presented on April 2000. This RCO was initially rejected by RAMP, the consultant of record, after a long period of review and discussion due to insufficient substantiating information. It was also rejected by the CIP Office, for similar reasons on October 9, 2002, after RAMP issued their recommendation.

Subsequent to the rejection, TCI submitted a response letter outlining their position on the matter. They also submitted a substantial number of documents and a timetable in support

of their request. This timetable and the submitted documents, as well as our own files and records form the basis of the CIP recommendation presented herein.

There were numerous delays on the project progress, especially during the period of late 1998 through the summer of 1999. This resulted in a request for time extension by TCI from January 2000 through May 2000 for delays in the completion date for the project which was initially February of 2000. As noted above, Substantial Completion was not obtained until July 2000 and the TCC was not issued until July 21, 2000, four months after the initial contract date. At this time, the City obtained beneficial use of the Parking Garage.

It is also fact that there were delays regarding the completion of the man proofing installation during the period of June 22, 2000 through August 14, 2000. Some of the delays occurred after the TCC and are therefore not applicable for compensation. TCI is only requesting a time extension of eighteen days for this work. Initially, the City, under the advice of RAMP, understood that the delays were mostly caused by TCI due to several factors, such as a lack of manpower at the site and delays in the submittal of necessary materials for approval.

Further analysis shows, that while the delays did occur, most of them were as a result of a lack of teamwork by all parties including TCI but also as a result of poor contract documents, poor administration by RAMP during construction, and poor coordination by the Special Inspector retained by RAMP to oversee the structural repairs of the project. Many of the issues related to lack of manpower were directly related to slow responses on the part of RAMP to Requests for Information and to Requests for Proposals from TCI, especially those related to the corrections to the structural slab. The detail shown on the contract documents for the slab repair was not possible to implement due to existing conditions of the slab and the reinforcement. There was also an extended period where the consultant and the contractor could not agree on the repair methodology and on whether the new methods were compensable under the Agreement.

The Special Inspector frequently acted as the site observer from RAMP and sometimes interfered with the contractor's performance by commenting on means and methods or by requesting scope of work not shown on the contract documents. In some instances, the Special Inspector directed TCI subcontractors to stop work or directed them to do additional work in order to maintain the project schedule. Frequently, the directions given were not in accordance with the scope of the contract documents and added or deviated from work specified on the drawings or specifications.

For example, the Special Inspector once directed TCI to use a different size and weight sledgehammer than that being used for the demolition work. In another occasion, the Special Inspector directed TCI to use a different method and sequence of installation for the materials specified for correction of the existing structural cracks. Both of these examples have to do with means and methods which are not the prerogative of the consultant or of the Special Inspector but of the contractor. The confusions due to the performance of the Special Inspector arose from the fact that often, Construction Services

of the Palm Beaches (CSPB), the company performing the special inspections, also acted as the field observer for RAMP, even though both services had been contracted separately and separate fees had been paid for both. In this type of Project, the Special Inspector reports to the Building Official per statute and the Field Observer reports to the consultant per contract. These two services were frequently mixed up and confused by the representative of CSPB in the field.

The most significant delay was incurred in resolving the condition discovered when the slab demolition began, which prevented TCI from adhering to the requirements of the through slab repair shown ion the documents, because it was found in the field that the work as detailed could not be performed. This dispute was not resolved promptly because TCI claimed the detail on the documents could not be implemented and RAMP insisted that TCI perform the work as detailed. TCI contributed to the delay by not promptly agreeing with RAMP on an alternative method of repairs, but it was still the responsibility of RAMP to identify the alternative and to issue directives on how to achieve the expected results in a different manner from that shown on the documents. Eventually, the method of slab demolition and restoration was changed by RAMP and a Change Order was recommended for approval by the consultant and paid to TCI for a different method of construction detailed by RAMP. The Change Order was approved without any time extensions at the insistence of the City.

There were also numerous delays in reviewing and responding to Requests for Information (RFI) and Change Order Requests (COR) submitted by TCI to RAMP or the City or both. Some of these delays were submittals related to the through slab repairs, structural crack epoxy injections and slab water proofing which was part of the critical path of the Project. RAMP took as long as 267 days to respond to some of the RFI's.

On the other hand, TCI did not close out the project in a timely fashion and failed to complete the necessary documents for the Final Certificate of Completion (CC). TCI needed assistance by City personnel to complete these tasks. Several permits were found to be open due to lack of final inspections; additional coordination was done by City employees with TCI subcontractors to obtain such finals. The cost of the City personnel involved should be deducted from the RCO value and this reduction is part of this recommendation.

Additional costs were incurred when Property Management became involved to adjust Exit signs and Emergency lights and repairs to the fire alarm were performed. Even though these additional costs were agreed to be done by the City due to the amount of time the Parking Facility had been operating under the TCC, it would not have been required if TCI had done it correctly the first time. This City time is also deducted from the amount TCI is requesting.

Based on the above stated and on other events on record, the time extension requested by TCI on RCO No. 54, which is the subject of this Commission Memorandum, is not unreasonable and is recommended for approval. The daily cost for General Conditions and Overhead and Profit are in line with industry standards and since amounts are not

specifically noted in the Contract Documents they became a matter subject to negotiation. After such a long period of time and in an attempt to reach a final resolution of this matter, the costs are recommended for acceptance, with a fair reduction for the latest costs incurred by the City in completing the final CC process. TCI has agreed not to request reimbursement of the interest on the monies retained even though by statute, as well as in accordance to their Agreement, they may be entitled to do so.

This item was initially presented to the City Commission at its December 8, 2004 meeting. During the discussion of the item, the Commission made the decision to refer the item to its next Finance and Citywide Projects Committee Meeting. The item was presented at the December 14, 2004 Finance and Citywide Projects Committee Meeting. The project and its history were discussed in detail between the Committee members, staff, and Tarafa. The Committee recommended approval of the item.

The total amount requested in RCO No. 54 is $177,211. Staff recommends a final amount of $160,000 to account for the involvement of Property Management, the Building Department, and the CIP Office in the closeout and Final CC process. Staff also recommends an appropriation, in the amount of $160,000, from Parking Revenue Bonds Fund 481 to complete Final Payment to TCI and obtain Final Closeout of the Project. All required deliverables and closeout documents have been received, reviewed by CIP and RAMP, and approved. Final Certificate of Completion was obtained on December 17, 2004. TCI has completed all of their contracted work and has completed all the installations required by contract.

Attachment
T:\AGENDA\2005\Jan1205\Regular\42nd Street Garage Closeout.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS, IN THE AMOUNT OF $160,000, FROM PARKING REVENUE FUNDS, FOR A CHANGE ORDER TO TARAFA CONSTRUCTION, INC., (REQUEST FOR CHANGE ORDER NO. 54), FOR ADDITIONAL GENERAL CONDITIONS AND TIME EXTENSION COSTS ON THE 42ND STREET PARKING GARAGE, AND APPROVING FINAL CLOSEOUT OF THE PROJECT AFTER COMPLETION OF THE FINAL CERTIFICATE OF OCCUPANCY FOR THE FACILITY.

WHEREAS, on June 5, 1996, the City Commission authorized the Mayor and City Clerk to execute an Agreement with the firm of Ramp & Associates (RAMP), to provide professional services for the design and construction of the 42nd Street Parking Garage Renovation (the Project); and

WHEREAS, on October 8, 1997, the Mayor and City Commission appropriated funds, in the amount of $3,700,000, for the Project's construction and design services; and

WHEREAS, on April 8,1998, the Mayor and City Commission approved the award of the construction contract for the Project to Tarafa Construction, Inc. (Tarafa), pursuant to Bid No. 7-97/98; and

WHEREAS, during the course of the construction, there were a number of unforeseen events and additional costs which exhausted the available contingency for the Project; and

WHEREAS, the Project was granted a Temporary Certificate of Completion (TCC) on July 21, 2000, and the City obtained beneficial occupancy and use of the facility; and

WHEREAS, in April 2000, Tarafa submitted Request for Change Order (RCO) No. 54, requesting additional compensation for extended general conditions due to compensable delays on the Project; and

WHEREAS, this RCO was initially rejected by both the City and RAMP because it lacked proper substantiation and support material; and

WHEREAS, subsequent to the rejection, Tarafa submitted a response outlining the reasons for the request and providing support and substantiating material, including a detailed timetable of events on the Project; and

WHEREAS, the City has reviewed the new materials submitted and has held several meetings and discussions with Tarafa regarding the delays, the reasons for the delays, and the substantiating material for the request; and

WHEREAS, after the meetings and an extensive review of the records, as well as an exhaustive evaluation of the materials submitted by Tarafa, the City has now revisited its previous decision and determined that the RCO submittal is valid; and

WHEREAS, the final RCO No. 54 submittal, in the amount of $177,211, has been further reduced during the discussions and negotiations due to an effort made by the City on behalf of Tarafa to obtain the Certificate of Final Completion and Final Closeout on the Project; and

WHEREAS, the City recommends the final RCO No. 54, in the amount of $160,000, be approved and that an appropriation, in the amount of $160,000, from the Parking Revenue Bonds Fund be made in order to make final payment to Tarafa; and

WHEREAS, Tarafa completed all of its contracted work and all of the installations required by its contract.

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 appropriate funds, in the amount of $160,000, from Parking Revenue Funds, for a change order to Tarafa Construction, Inc. (Request for Change Order No. 54), for additional general conditions and time extension costs on the 42nd Street Parking Garage, and approving final closeout of the Project after completion of the Final Certificate of Occupancy for the facility.

PASSED and ADOPTED this 12th day of January 2005.

MAYOR

ATTEST:

CITY CLERK

T:\AGENDA\2005\Jan1205\Regular\42nd Street Garage Closeout Reso.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney Date

TARAFA CONSTRUCTION, INC.
GENERAL CONTRACTOR
151 MAJORCA AVENUE, SUITE C • CORAL GABLES, FL 33134 • TEL.: (305) 444-8337 • FAX: (305) 444-8347

September 3, 2002 (Revised)
April 3, 2000 (Originally Submitted)

URBITRAN/RAMP Associates
71 West 23rd Street, 11th Floor
New York, N.Y. 10010

Att: Brian J. Bartholomew, Regional Director

Re: Parking System Improvements
42nd Street Parking Garage, Miami Beach, Florida
A/E Comm. No. 9432RA, Owner's Project No. 7-97/98

Subj.: Rco 54 "Claim for the Adjustment of the Contract Time and Sum"

We respectfully submit for your review our **REVISED** claim in the amount of **$177,211.10** for those costs and expenses incurred during the extended time associated with the administration and management costs of the Project covering the time period from January 31, 2000 through May 30, 2000. Additionally, as part of the revised adjustment to the Contract Time and Sum we are including the additional costs and expenses incurred during the review, and approval for the manproofing panels and associated installation, which amount to approximately 144 man-hours covering the time period from June 22.2000 through August 14, 2002.

Our claim is based on the time overrun created by reasons beyond our control that extended the Contract completion time thus increasing our overhead on the project. For your convenience and reference, we are herein including our summation letter of those delays that impacted the timely completion of the Work, dated and submitted to City of Miami Beach Public Works Department on January 31, 2000.

Tarafa Construction, Inc. is submitting this claim request based on our position that we are duly entitled to an equitable adjustment of the Contract Time and Sum based on reasonable compensation for the expenses associated with the construction time overrun. It is our intent that based on the good faith effort of all parties involved that this contract can be successfully closed out with a settlement satisfactory to all.

SUMMARY OF WORK

Work by Tarafa Construction, Inc. ($1,159.00 x 121 + 18 days)	$161,101.00
Profit at 10%	$16,110.10
Total Amount this Claim	**$177,211.10**

Sincerely,
Tarafa Construction, Inc.

Nestor Marrero
Project Manager

cc: Robert M. Tarafa, R.A. President
encl's: January 31,2000 letter
Eichealy Formula Calculations

TARAFA CONSTRUCTION, INC.
GENERAL CONTRACTOR
151 MAJORCA AVENUE, SUITE C • CORAL GABLES, FL 33134 • TEL.: (305) 444-8337 • FAX: (305) 444-8347

January 31, 2000

The City Of Miami Beach
Dept. Of Public Works
1700 Convention Center Drive
Miami Beach, Fl. 33139

Attn: Mr.Walter Reddick, Construction Manager

Re: 42nd Street Municipal Parking Garage
Project No. 9432RA
Subj: Request for Extension of the Contract Time

Dear Walter,

As you aware throughout the course of the project Tarafa Construction, Inc. through correspondence, updated schedules, meetings, etc. has presented their position that additional time is owed due to excusable delays beyond our control. As you are the third Construction Manager assigned to this project, and you have requested a meeting to discuss this very issue. We thought it might be beneficial, prior to the meeting, to herein recapitulate those previously documented delays through the following brief overview of historical events and selected correspondence to familiarize you with the project delays, prior to your involvement. A full presentation, inclusive of all supporting documents, will be assembled and presented for your review as soon as possible.

The basis for this project's untimely completion, like necessarily that of any other project, is impact to the schedule's critical path. On this project the critical path is the thru-slab demolition/restoration process. The thru-slab restoration is the de-facto predecessor to a litany of successor work which by definition cannot be started, or at the very least (if one where to work out of the proper sequence, as we've been forced to do) cannot be completed until the predecessor work is complete. A partial list of this work would include: Painting, Waterproofing, Traffic markings, Speed bumps, and Electrical work (refer to Superior Electric letter dated 2-26-98).

By way of a brief historical overview the thru-slab repair began with demolition on August 17,1998 which was completed by September 25,1998. During this time frame, and pursuant to a field inspection on September 11,1998 by Joe Wagner, problems were being perceived with the restoration aspect of thru-slab repair work owing to the relative thinness of the existing ramp slab. This situation led to a number of back and forth correspondence, Rfi's, a request for a stop work order and various sketches, all of which finally culminated in sketch "SK-10" issued by

Urbitran/Ramp and dated January 11,1999. Our cost proposal for the additional work involved was tendered on February 16, 1999 and after negotiations and the issuance of some supplemental "TS" designated sketches a change order was issued on April 16,1999.

At this point (from 9-25-98 to 4-16-99) 205 calendar days had elapsed that we were not able to proceed with the restoration work of the thru-slab. On top of these 203 days it also has to be considered that the demolition work, previously completed, had to be commenced anew prior to scheduling any concrete restorative work. allowing for just a very reasonable (30) calendar days to mobilize the demolition contractor and to accomplish the new work brings the tally of days impacted in the schedule to 235. Moving ahead in the chronology to time recent we experienced the slab cracking issue, which again prevented the completion of this work for yet another (75) calendar days (refer to Tarafa memo dated 1-17-00). Total tally of days impacted to date by just the thru-slab issue would now be 310 calendar days accounting for over 50% of the total contract time available!

Through the first few months of 1999 we cautioned at meetings and through correspondence that without an expedient solution to the thru-slab dilemma, the time being lost was going to prove to be irrecoverable. The inexplicable response from New York, virtually on a weekly basis, was that the project was falling behind schedule, to increase the manpower levels and to bring the project back on schedule. At any rate in attempting to commence or complete other activities outside of the thru-slab work in the time period of approximately December 1998 to April 1999, conflicts with field conditions or ambiguities in the construction documents were encountered either requiring Rfi responses and/or change order approvals. If you refer to the " Responses to Rfi's " or " Responses to RCO's " portion of a letter we drafted in June of last year (enclosed) you will note that either/or was averaging substantially over 100 calendar days turn-around time. Please note that we proactively pursued the needed responses by advising the Engineer via correspondence (refer to letters dated December 7, 1998 and January 4, 1999) of the outstanding issues requiring their attention and further flagged the impact that they were having on the project's schedule. And yet during this time we continued to get barraged with letters demanding to know why the project wasn't moving forward as per the schedule! Requests for time extensions fell on deaf ears and we were told to find ways to mitigate the time lost. As a case in point we were informed at the time of executing your Change Order No. 4, (thru-slab) by Mr. David Cates that the *only* way the City would approved this change order would be without any additional time as the Garage had to be delivered on time regardless. Given all these circumstances as we've described herein we pretty much concluded that there wasn't any significant difference in dialoguing with either the City or the Engineer as there would be in talking to the proverbial ostrich with it's head in the sand.

As a peripheral issue. but one worth mentioning due to its detrimental effect on the project's momentum. would be that of the Project's Special inspector interference with our ability to prosecute and administrate the Work. Though I believe our working relationship to finally be harmonious. this was definitely not the case as we attempted to gear the project back up after the thru-slab issue was "resolved" by Change Order approval in April of 1999. By way of illustration I have enclosed two letters, one dated May 28, 1999 and the other June 21,1999. Both letters are

15[illegible] MAJORCA AVENUE SUITE C • CORAL GABLES, FL 33[illegible] • TEL (305) [illegible] • FAX (305) [illegible]

self-explanatory and demonstrate unnecessary interference to the process of the Work created by your representative.

What has to be recognized at minimum, that as a consequence of the these situations *which were not of our doing*, and now past the point in time that the project was to have been completed, that we are now confronted with a project that is being administrated out of the as-planned and as-bid sequence, and still not even complete with the Division 3 work! In addition to the $100,000 dollars of additional thru-slab repairs that have and are being performed we have performed over $20,000 of additional epoxy injection to the ramp slabs (your C.O. No. 7) and are now performing over $30,000 of additional ramp slab prep work (EM-100) prior to the application of the deck membrane coating work. In other words you simply cannot expect to delay a Contractor's work by several hundred days, add substantial additional work on top of those delays, throw the work out of the correct and proper sequence and then expect the contractor in the (60) + days that you propose to extend the Contract by to clean-up the mess created by others and finish.

Walter, we appreciate the frustration that your department, the Parking Department and the Board of Commissioners must be experiencing in not comprehending why this project could not have been completed on time. Certainly, we met with some of officials/directors of these departments particularly during the difficult first (6) months of 1999 and while were courteously and professionally received, pretty much their only question and/or response was when would we bring more manpower on the project to complete on time without regard or appreciation that all the manpower in South Florida would not make a difference as long as we could not get answers and continue with the work of the thru-slab.

Accordingly, and based on the preceding Tarafa Construction, Inc. respectfully requests that an Extension of The Contract Time of Performance of no less than 235 calendar days be granted to restore the time period lost between September 25, 1998 and May 16, 1999. During this time no work on the critical path could proceed for reasons beyond our control. Tarafa Construction, Inc. would be well justified in requesting additional time for other delays experienced and documented, (not time concurrent with these 235 days and including such things as unusual weather delays, etc.), however at this point in time notwithstanding any unforeseeable problems/issues of consequence no time beyond that requested is anticipated to be needed.

Sincerely,
Tarafa Construction, Inc.

Paul E. Martinez
Project Manager

cc: Robert M. Tarafa, R.A., President

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151 MAJORCA AVENUE, SUITE D • CORAL GABLES, FL 33134 • TEL (305) 444-8337 • FAX (305) 444-8347

TARAFA CONSTRUCTION, INC.

DIRECT COST ATTRIBUTABLE TO THIS CONTRACT REVISION

RCO: 54 DATE: 31-Mar-00

PROJECT NAME 42nd STREET PARKING GARAGE - PROJECT NO. 9432RA

DESCRIPTION OF WORK: DIRECT JOB COST DURING EXTENDED CONTRACT DURATION

A. EXTENDED PROJECT (DIRECT JOB) ADMINISTRATIVE COST DURING CONSTRUCTION PHASE

1	PROJECT MANAGER - PAUL MARTINEZ - 100% OF TIME	8	HRS.	@	$22.63	/HRS.	$181.03
2	FIELD OFFICE - TARAFA CONSTRUCTION	1	EACH	@	$6.58	/DAY	$6.58
3	FIELD OFFICE - ARCHITECT	1	EACH	@	$6.53	/DAY	$6.53
4	TEMPORARY TOILETS	2	EACH	@	$2.06	/DAY	$4.13
5	TELEPHONES	2	EACH	@	$3.37	/DAY	$6.74
6	FAX, XEROX, SUPPLIES	2	EACH	@	$3.29	/DAY	$6.58
7	ELECTRICITY	1	EACH	@	$2.85	/DAY	$2.85
8	WATER	1	EACH	@	$1.58	/DAY	$1.58
9	CELL PHONE	1	EACH	@	$2.30	/DAY	$2.30
9	SAFETY PROTECTION/FENCING	1	EACH	@	$8.98	/DAY	$8.98
10	INSURANCE - BUILDERS RISK	1	EACH	@	$49.01	/DAY	$49.01
11	STORAGE CONTAINER	2	EACH	@	$2.10	/DAY	$4.20
						TOTAL	$280.51

B. EXTENDED MAIN OFFICE OVERHEAD FOR EXTENDED CONSTRUCTION PHASE

1	EXTENDED MAIN OFFICE OVERHEAD	1	EACH	@	$878.59	/DAY	$878.59
						TOTAL	$1,159.10

$$\frac{\text{CONTRACT BILLINGS}}{\text{TOTAL BILLINGS}} \times \frac{\text{TOTAL OVERHEAD COST (CONTRACT PERIOD)}}{\text{TOTAL CONTRACT DURATION}}$$

$$\frac{\$3,248,000}{\$13,154,069} \times \frac{\$2,373,309}{667}$$

$$24.69\% \times \$3,558$$

$$\boxed{\$878.59}$$

TARAFA CONSTRUCTION, INC.
GENERAL CONTRACTOR
151 MAJORCA AVENUE, SUITE C CORAL GABLES, FL. 33134 TEL.: (305) 444-8337 FAX: (305) 444-8347

REQUEST for CHANGE ORDER

DATE: 03.SEP.02 **RCO #:** 54A

PROJECT: Parking System Improvement / 42nd Street Parking Garage, Project No. 7-97/98

TO: Mr. Water Reddick, Project Manager

RE: **Additional Management and Administration Time for Manproofing Panels**

DESCRIPTION:

Below please find the cost for the additional administration, coordination and supervision beyond TCI's contractual requirements for the installation of the manproofing panels, due to delays associated with the approval of the manproofing shop drawings and approval of change order for the manproofing price increase. Note that this additional time is compensable. Therefore, we will add this cost to our Claim for the adjustment of the Contract Time and Sum. Excluded from this proposal is any unforeseen or additional work encountered during the sequence of this work, along with any other items not specifically indicated in this request for change order. This proposal must be accepted within 30 days of the above date, after which time it may be subject to escalation. If not accepted within the stated time frame this proposal will automatically expire. Please proceed immediately and issue a written change order accepting this proposal so that we can proceed with this work. No work will be performed without an official executed change order to our contract.

NOTE: This proposed change is limited to the work described herein, and does not include any other work not specifically listed, or any amounts for additional charges in the sequence of the work, delays, disruptions, rescheduling, extended overhead, acceleration, unforeseen conditions, overtime and/or impact cost. TCI reserves the right to make any additional claims for any and all those related items above mentioned, including any items we might have omitted due to the complexity of this revision or due to unforeseen condition prior to any final settlement of this contract. Also we reserve the right to claim for additional time for this change order work.

Attachments:

TCI, INC. LABOR (see attached cost analysis)	$ 6,567.84
EQUIPMENT/MATERIAL (see attached cost analysis)	209.84
SUBCONTRACTS (see attached cost analysis)	-
GENERAL CONDITIONS 0.0% (Administration of Change Order)	-
	-
SUBTOTAL	6,777.68
TCI Overhead & Profit (@ 12%	813.32
SUBTOTAL	7,591.00
Bond and Liability Cost @ 1.5%	113.87
TOTAL THIS RCO	$ 7,704.87

Tarafa Construction, Inc. Nestor Marrero, Project Manager
Name Signature Date

TOTAL OF THIS CHANGE ORDER REQUEST (Add) $ 7,704.87

The Contract Time will be (Changed) by 18 days

Owner Inspector:
Name & Title Signature Date

Owner: Mr. Walter Reddick, Owner Representative
Name & Title Signature Date

TARAFA CONSTRUCTION, INC.
GENERAL CONTRACTOR
151 MAJORCA AVENUE, SUITE C CORAL GABLES, FL. 33134 TEL.: (305) 444-8337 FAX: (305) 444-8347

COST ANALYSIS

DATE: 03.SEP.02 RCO #: 54A

PROJECT: Parking System Improvement / 42nd Street Parking Garage, Project No. 7-97/98

RE: Additional Management and Administration Time for Manproofing Panels

LABOR

DESCRIPTION:

1)	Management Direct Cost	6,567.84
2)		-
3)		-
4)		-
5)		-
6)		-
7)		-
8)		-
9)		-
	Labor Total=	6,567.84

EQUIPMENT/MATERIALS

1)	Material Direct Cost	209.84
2)		-
3)		-
4)		-
5)		-
6)		-
7)		-
8)		-
	Equip./Mat. Total=	209.84

SUBCONTRACT

1)		
2)		
3)		
4)		
	Subcontract Total=	-

SUBTOTAL

Subtotal=	6,777.68

GRAND TOTAL $ 6,777.68

CITY OF MIAMI BEACH
Building Department
1700 Convention Ctr Drive, 2nd Floor
Miami Beach, Florida 33139
Inspections: (305) 673-7370 Office: (305) 673-7610

Certificate of Occupancy

Certificate Number: BCO03265

Status: APPROVED

Issued By: BUILFERC

Site Address: **400 42ND ST MBCH**
Parcel #: 32220010550

Applied: 05/30/2003
Issued: 12/17/2004
Extended:
To Expire:

Tenant: CITY OF MIAMI BEACH
1700 CONVENTION CENTER DR.
MIAMI BEACH, FL 33139

Property Owner: CITY OF MIAMI BEACH
1700 CONVENTION CENTER DR.
MIAMI BEACH, FL 33139

Class Code: B

Issued For: CO Impvnts to Parking Garage & New Office.

Temporary Expiration Date:

Current Use: Existing Parking Garage & Office
Previous Use:

OCCUPANCY INFORMATION

Building Permit #: B9701059
Occupancy Group: B
Maximum Occupant Content
Zoning Ordinance Number: 89-2665

Zoning Use District: RS-5
Construction Type:
Minimum Number of Exits:
SS # or Taxpayer ID#:

This is to certify that the above tenant, whose address is noted above, has filed for premission to use the property located at the address noted avove, and said proposed use or uses being in comformity with the provisions of the zoning ordinance 89-2665 and the Building Code of the City of Miami Beach, a Certificate of Occupancy is hereby granted to use said building for the purpose described below, subject to any special condition(s) detailed in this document.

NOTE: *Any unauthorized additions, alterations or change in use of this property will void this Certificate of Occupancy.*

12/17/04

Building Official Signature and Date
PHILIP AZAN

This Certificate of Occupancy is valid only if there is an APPROVED Status and a Building Official Signature.

[CERTOCCP]

CITY OF MIAMI BEACH
BUILDING DEPARTMENT
1700 CONVENTION CENTER DR
2ND FLOOR - CITY HALL
MIAMI BEACH, FLORIDA 33139
(305) 673-7610

COMPLETE DESCRIPTION

DATE: 12-17-2004

PERMIT NUMBER: **BCO03265**

STATUS: APPROVED

JOBSITE ADDRESS: **400 42ND ST MBCH**

CONTRACTOR: TARAFA CONSTRUCTION

OWNER: CITY OF MIAMI BEACH

DESCRIPTION

CO Impvnts to Parking Garage & New Office.

[BDESCDOC]

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution finding and declaring the existence of an emergency and allowing the Miami Beach Senior High School Parent Teachers Association to use the Dade Boulevard swale,adjacent to the school,for parking during the 2005 Miami International Boat Show for a fundraising event.

Issue:

Should the Miami Beach Senior High School Parent Teachers Association be permitted to park cars on City property (swale area) fronting the High School's property during the 2005 Miami International Boat Show?

Item Summary/Recommendation:

The Miami Beach Senior High School Parent Teachers Association (PTA) is requesting permission to use the Dade Boulevard swale adjacent to the school to park cars during the Miami International Boat Show, February 17-21, 2005. The PTA will operate with the condition that all profits generated by this fundraising event will go to Miami Beach Senior High School. The PTA will provide off-duty police officers for traffic control. The PTA will also provide a certificate of insurance or proof of insurance to the City.

The Administration recommends approval of this resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2005\Jan1205\Consent\MBSeniorHighSchoolPTA boat show.SUM.doc

AGENDA ITEM C7B

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FINDING AND DECLARING THE EXISTENCE OF A PARKING EMERGENCY AND ALLOWING THE MIAMI BEACH SENIOR HIGH SCHOOL PARENT TEACHER ASSOCIATION (MBSH-PTA), A NOT-FOR-PROFIT ENTITY, TO UTILIZE THE PUBLIC SWALE AREA LOCATED AT DADE BOULEVARD, ADJACENT TO THE SCHOOL, TO PROVIDE ADDITIONAL PARKING FROM FEBRUARY 17-21, 2005, FOR THE MIAMI INTERNATIONAL BOAT SHOW, THROUGH A FUNDRAISING EVENT; FURTHER PROVIDING THAT THE SWALE AREA BE UTILIZED EXCLUSIVELY BY THE MBSH-PTA SUBJECT TO THE CONDITIONS SET FORTH IN THIS RESOLUTION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Miami Beach Senior High School Parent Teachers Association (MBSH-PTA) requested permission to use the Dade Boulevard swale adjacent to the school for parking during the 2005 Boat Show, for parking of vehicles of persons who will be attending the 2005 Miami International Boat Show, from February 17-21, 2005, for a fundraising event.

The Miami International Boat Show, like other Special Events, increases the parking problems that occur in the City. The use of this vacant lot for parking for this event would alleviate the increased parking demand and create less of an inconvenience for those citizens who live in the area.

In addition, the Parents Teachers Association will provide:

1. That all profits generated by this fundraising event go exclusively to the MBSH-PTA for the benefit of Miami Beach Senior High School;

2. That the subject permission is granted without establishing a precedent so as to satisfy the unique situation created by a severe parking shortage in the City during the Boat Show;

3. That MBSH-PTA, at its sole cost and expense, restore the property to the same condition as before its use;

4. That MBSH-PTA provides the City with proof of insurance, as determined and accepted by the City's Risk Manager, prior to commencing its proposed fundraiser;

5. That MBSH-PTA hire an off-duty police officer to direct traffic for the ingress and egress on Dade Boulevard;

6. That MBSH-PTA obtain a General Liability Certificate of Insurance naming the City of Miami Beach as an additional named insured;

7. That MBSH-PTA must properly install and maintain a secure perimeter for all landscaping; specifically, the flower beds, irrigation timers, and irrigation heads must be "flagged". The preferred method of restriction would be wooden stakes and rope. Alternative methods may be proposed by MBSH-PTA; however, it must be approved by the City Manager or his designee;

8. That MBSH-PTA will charge $15.00 for the preferred parking spaces or a fixed flat fee for the duration of the Boat Show, primarily targeted for exhibitor use. The flat rate parking fee to be assessed to users in the back lot will be consistent with the City Parking Department's Citywide Boat Show Park and Ride plan. The maximum parking fee in the back lot should not exceed $10.00 per vehicle/per day ($20/large oversized vehicles); and

9. The MBSH-PTA must assure that vehicles are parked properly within the confines of the swale area. Vehicles (or any portion thereof) obstructing pedestrian access may be cited and/or impounded.

It is recommended that the Mayor and City Commission adopt this Resolution and permit the MBSH-PTA to use the properties which would ease the parking problems caused by the Boat Show and will allow the PTA to have their fundraiser for the school.

JMG:CMC:

T:\AGENDA\2005\Jan1205\Consent\MBSeniorHighSchoolPTA boat show.MEM.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FINDING AND DECLARING THE EXISTENCE OF A PARKING EMERGENCY AND ALLOWING THE MIAMI BEACH SENIOR HIGH SCHOOL PARENT TEACHER ASSOCIATION (MBSH-PTA), A NOT-FOR-PROFIT ENTITY, TO UTILIZE THE PUBLIC SWALE AREA LOCATED AT DADE BOULEVARD, ADJACENT TO THE SCHOOL, TO PROVIDE ADDITIONAL PARKING FROM FEBRUARY 17-21, 2005, FOR THE MIAMI INTERNATIONAL BOAT SHOW, THROUGH A FUNDRAISING EVENT; FURTHER PROVIDING THAT THE SWALE AREA BE UTILIZED EXCLUSIVELY BY THE MBSH-PTA SUBJECT TO THE CONDITIONS SET FORTH IN THIS RESOLUTION.

WHEREAS, the City has historically experienced parking shortages during major events such as NFL Weekend 1999, N'SYNC Benefit Concert, Art Basel, Memorial Day Weekend, the Boat Show, Graphics of the Americas, and the Auto Show; and

WHEREAS, during these times, severe parking demand has historically lead to mobility problems and ultimately gridlock on our City's roadway system; and

WHEREAS, the Administration has found that allowing for the use of specified vacant surface parking lots for additional parking opportunities during high impact events, coupled with an enhanced Electrowave circulator program (Park-and-Ride) service, has alleviated the mobility problems and gridlock anticipated during these events; and

WHEREAS, the Administration has received a request from the Miami Beach Senior High School Parent Teachers Association (MBSH-PTA) for permission to utilize the Dade Boulevard swale, adjacent to the school, for parking for a fundraising event, and which would also provide additional parking for the Miami International Boat Show, from February 10-14, 2005; and

WHEREAS, the Administration recommends approval of MBSH-PTA's request subject to the following conditions:

1. That all profits generated by this fundraising event go exclusively to the MBSH-PTA for the benefit of Miami Beach Senior High School;

2. That the subject permission is granted without establishing a precedent so as to satisfy the unique situation created by a severe parking shortage in the City during the Boat Show;

3. That MBSH-PTA, at its sole cost and expense, shall restore the property to the same condition as before its use;

4. That MBSH-PTA provide the City with proof of insurance, as determined and accepted by the City's Risk Manager, prior to commencing its proposed fundraiser;

5. That MBSH–PTA hire an off-duty police officer to direct traffic for the ingress and egress on Dade Boulevard;

6. That MBSH- PTA obtain a General Liability Certificate of Insurance naming the City of Miami Beach, Florida as an additional named insured;

7. That MBSH-PTA must properly install and maintain a secure perimeter for all landscaping; specifically, the flower beds, irrigation timers, and irrigation heads must be "flagged". The preferred method of restriction would be rebar and rope. Alternative methods may be proposed by MBSH-PTA; however, it must be approved by the City Manager or his designee;

8. That MBSH-PTA will charge $15.00 for the preferred parking spaces or a fixed flat fee for the duration of the Boat Show, primarily targeted for exhibitor use. The flat rate parking fee to be assessed to users in the back lot will be consistent with the City Parking Department's Citywide Boat Show Park and Ride plan. The maximum parking fee in the back lot should not exceed $10.00 per vehicle/per day;

9. The MBSH-PTA must assure that vehicles are parked properly within the confines of the swale area. Vehicles (or any portion thereof) obstructing pedestrian access may be cited and/or impounded.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission herein find and declare the existence of a parking emergency and allow the Miami Beach Senior High School Parent Teacher Association (MBSH-PTA), a not-for-profit entity, to utilize the public swale area located at Dade Boulevard,adjacent to the school, to provide additional parking from February 17-21, 2005, for the Miami International Boat Show, through a fundraising event; further providing that the swale area be utilized exclusively by the MBSH-PTA subject to the conditions set forth in this Resolution.

PASSED and **ADOPTED** this ____day of January, 2005.

ATTEST:

MAYOR

CITY CLERK

JMG:CMC:SF
T:\AGENDA\2005\Jan1205\Consent\MBSeniorHighSchoolPTA boat show.RES.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 1-6-05 Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution to allow the Miami Beach Police Athletic League (PAL) to operate a food concession stand on the Dade Boulevard swale, as a fund raising event, during the Miami International Boat Show.

Issue:

Should the PAL be permitted to operate a food concession stand during the Miami International Boat Show?

Item Summary/Recommendation:

The PAL is requesting permission to operate a food concession stand during the Miami International Boat Show, February 17-21, 2005. The PAL will operate with the condition that all profits generated by this fund-raising event will go to PAL. PAL will provide a certificate of insurance or proof of insurance to the City. The food concession stand will operate in conjunction with the Miami Beach Senior High School Parent Teacher Association.

The Administration recommends approval of this resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2005\Jan1205\Consent\PAL BoatShow&Parking 2005.sum.doc

AGENDA ITEM C7C

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, IN CONNECTION WITH THE FINDING AND DECLARATION OF THE EXISTENCE OF AN EMERGENCY FOR PARKING, APPROVING AND ALLOWING THE POLICE ATHLETIC LEAGUE (PAL), A NOT-FOR-PROFIT ENTITY, TO UTILIZE THE PUBLIC SWALE AREA, LOCATED AT DADE BOULEVARD AND PRAIRIE AVENUE, ADJACENT TO MIAMI BEACH SENIOR HIGH SCHOOL, FOR A FUND RAISING EVENT TO OPERATE A FOOD CONCESSION STAND, FROM FEBRUARY 17-21, 2005, DURING THE MIAMI INTERNATIONAL BOAT SHOW; FURTHER PROVIDING THAT THE DADE BOULEVARD SWALE BE UTILIZED BY PAL SUBJECT TO THE FOLLOWING CONDITIONS: (1) THAT 100% OF THE PROFITS GENERATED FROM THIS FUNDRAISER BE RETURNED TO PAL FOR ITS EXCLUSIVE USE; (2) THAT THE SUBJECT PERMISSION IS GRANTED WITHOUT ESTABLISHING PRECEDENT SO AS TO SATISFY THIS UNIQUE EMERGENCY SITUATION; AND (3) THAT PAL PROVIDE A CERTIFICATE OF INSURANCE OR OTHER PROOF OF INSURANCE TO THE CITY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

As in prior years, the Miami Beach Police Athletic League (PAL) has requested permission to use the Dade Boulevard swale adjacent to Miami Beach High to place and operate a food concession from February 17-21, 2005 in conjunction with the Miami Beach Senior High School Parent Teacher Association (MBSH-PTA) operation of parking on the swale.

The Miami International Boat Show, like other Special Events, increases the parking problems that occur in the City. While an accompanying item on this agenda will allow the MBSH-PTA to operate parking for this event on the swale and would ease the parking and create less of an inconvenience for those citizens who live in the area, the MBSH-PTA is in accord with the PAL's proposed food concession operation.

In addition, the Police Athletic League will:

1. Restore the property in the same condition as it was before the use.
2. Obtain a General Liability Certificate of Insurance naming the City as an additional named insured.
3. PAL requests authorization to operate a food concession stand on the Dade Boulevard Swale from February 17-21, 2005.

It is recommended that the Mayor and City Commission adopt this Resolution and permit PAL to utilize the swale to raise much needed funds for their operations.

JMG/CMC/rar
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ALLOWING THE POLICE ATHLETIC LEAGUE (PAL), A NOT-FOR-PROFIT ENTITY, TO UTILIZE THE PUBLIC SWALE AREA, LOCATED AT DADE BOULEVARD AND PRAIRIE AVENUE, ADJACENT TO MIAMI BEACH SENIOR HIGH SCHOOL, FOR A FUND RAISING EVENT TO OPERATE A FOOD CONCESSION STAND, FROM FEBRUARY 17-21, 2005, DURING THE MIAMI INTERNATIONAL BOAT SHOW; FURTHER PROVIDING THAT SAID PUBLIC SWALE BE UTILIZED BY PAL SUBJECT TO THE FOLLOWING CONDITIONS: (1) THAT 100% OF THE PROFITS GENERATED FROM THIS FUNDRAISER BE RETURNED TO PAL FOR ITS EXCLUSIVE USE; (2) THAT THE SUBJECT PERMISSION IS GRANTED WITHOUT ESTABLISHING PRECEDENT; AND (3) THAT PAL PROVIDE A CERTIFICATE OF INSURANCE OR OTHER PROOF OF COMPREHENSIVE LIABILITY INSURANCE TO THE CITY, NAMING THE CITY AS AN ADDITIONAL INSURED.

WHEREAS, the Administration has received a request from the Miami Beach Police Athletic League (PAL), a not-for-profit entity, for permission to utilize the Dade Boulevard swale adjacent to Miami Beach Senior High to place and operate a food concession stand during the Miami International Boat Show, from February 17-21, 2005, in conjunction with the Miami Beach Senior High School Parent Teacher Association's (MBSH-PTA) operation of parking on said swale; and

WHEREAS, the Administration recommends approval of PAL's request subject to and contingent upon the following conditions:

1. that 100% of the profits generated from this fundraiser be returned to PAL for its exclusive use;

2. that the subject permission is granted without establishing precedent; and

3. that PAL provide a certificate of insurance or other proof of comprehensive liability insurance to the City, naming the City as an additional insured; and

WHEREAS, it is recommended that the Mayor and City Commission adopt this Resolution and permit PAL to utilize the swale, and PAL and will be able to raise much needed funds for their operations through the operations of a food concession stand.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission herein approve and allow the Police Athletic League (PAL), a not-for-profit

entity, to utilize the public swale area, located at Dade Boulevard and Prarie Avenue, adjacent to Miami-Beach High School, for a fund raising event to operate a food concession stand, from February 17-21, 2005, during the Miami International Boat Show; further providing that the swale shall be utilized exclusively by PAL, subject to the conditions set forth in this Resolution.

PASSED and **ADOPTED** this 12th day of January, 2005.

ATTEST:

MAYOR

CITY CLERK

JMG\CMC\rar
T:\AGENDA\2005\Jan1205\Regular\PAL BoatShow&Parking 2005.res.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 1-6-05 Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A resolution authorizing the filing of a Memorandum of Agreement (MOA) between the United States Coast Guard Cutters (USCGC) Valiant, Gentian, Manitou, Matagorda, Chandeluer, Baranof, Farallon, Maui, Hudson, and visiting coast guard cutters and the Miami Beach Fire Department (MBFD) with regards to firefighting and emergency operations aboard the aforementioned cutters.

Issue:

Shall the City Commission approve filing a Memorandum of Agreement between the City of Miami Beach, Miami Beach Fire Department, and United States Coast Guard Cutters, regarding firefighting and emergency operations aboard the aforementioned cutters?

Item Summary/Recommendation:

The Administration recommends approving the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Floyd Jordan

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2005\Jan1205\Consent\COASTGRD-sum.doc

AGENDA ITEM C7D

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE FILING OF A MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES COAST GUARD CUTTERS (USCGC) VALIANT, GENTIAN, MANITOU, MATAGORDA, CHANDELUER, BARANOF, FARALLON, MAUI, HUDSON AND VISITING COAST GUARD CUTTERS AND THE MIAMI BEACH FIRE DEPARTMENT REGARDING FIREFIGHTING AND EMERGENCY OPERATIONS ABOARD THE AFOREMENTIONED CUTTERS.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The United States Coast Guard Cutters VALIANT, GENTIAN, MANITOU, MATAGORDA, CHANDELUER, BARANOF, FARALLON, MAUI, HUDSON and other visiting United States Coast Guard Cutters are based at Coast Guard base Miami. Coast Guard Miami is located on Federal Government property that lies within the geographic boundaries of the City of Miami Beach at 100 McArthur Causeway, Miami Beach, Florida. The aforementioned cutters may require the assistance of the Miami Beach Fire Department for firefighting and other emergencies aboard these vessels.

The Memorandum of Agreement defines the roles and responsibilities of both agencies during emergency operations conducted on federal government property.

The City Commission should adopt this Resolution.

JMG/FJ/dd

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE FILING OF A MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES COAST GUARD CUTTERS VALIANT, GENTIAN, MANITOU, MATAGORDA, CHANDELUER, BARANOF, FARALLON, MAUI, HUDSON AND VISITING COAST GUARD CUTTERS AND THE MIAMI BEACH FIRE DEPARTMENT REGARDING FIREFIGHTING AND EMERGENCY OPERATIONS ABOARD THE AFOREMENTIONED CUTTERS.

WHEREAS, the United States Coast Guard cutters VALIANT, GENTIAN, MANITOU, MATAGORDA, CHANDELUER, BARANOF, FARALLON, MAUI, HUDSON, and visiting Coast Guard cutters are stationed at Coast Guard base Miami; and

WHEREAS, the Coast Guard base Miami is located within the geographical limits of the City of Miami Beach; and

WHEREAS, fires and emergencies occurring at Coast Guard Base Miami or aboard the cutters stationed there may require the assistance of the Miami Beach Fire Department to protect lives and property.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the City of Miami Beach authorize the filing of a Memorandum of Agreement between the United States Coast Guard cutters VALIANT, GENTIAN, MANITOU, MATAGORDA, CHANDELUER, BARANOF, FARALLON, MAUI, HUDSON and visiting Coast Guard cutters and the Miami Beach Fire Department regarding firefighting and emergency operations aboard the aforementioned cutters.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2005.

ATTEST:

_____ _____

CITY CLERK **MAYOR**

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

JMG/FJ/dd

City Attorney 1-6-05 Date

MEMORANDUM OF AGREEMENT

BETWEEN

UNITED STATES COAST GUARD CUTTERS VALIANT, GENTIAN, MANITOU, MATAGORDA, CHANDELUER, BARANOF, FARALLON, MAUI, HUDSON, and VISITING COAST GUARD CUTTERS

AND

MIAMI BEACH FIRE DEPARTMENT

1. This memorandum of agreement (MOA) outlines the agreement between the U.S. Coast Guard Cutters (USCGC) VALIANT, GENTIAN, MANITOU, MATAGORDA, CHANDELUER, BARANOF, FARALLON, MAUI, HUDSON, and VISITING COAST GUARD CUTTERS and the MIAMI BEACH FIRE DEPARTMENT (MBFD) with regards to firefighting and emergency operations aboard the aforementioned cutters.

2. The authority for U.S. Coast Guard Cutters (USCGC) VALIANT, GENTIAN, MANITOU, MATAGORDA, CHANDELUER, BARANOF, FARALLON, MAUI, HUDSON, and VISITING COAST GUARD CUTTERS to enter into this MOA is found in COMDTINST M5100.47, the Safety and Environmental Health Manual. CDR AARON DAVENPORT, Commanding Officer of USCGC VALIANT, signs for the U.S. Coast Guard as Senior Officer Present Afloat.

3. Any dispatch of MBFD equipment and personnel pursuant to this agreement is subject to the following conditions:

   a. All requests for fire or emergency medical equipment and personnel shall be made by telephone via the 911 operator.

   b. Any request for aid under this agreement will include a description of the type of nature of the fire or emergency to which the response is requested and specify the location aboard the ship. However, the amount and type of equipment and number of personnel to be furnished will be determined by the MBFD.

4. The MBFD fully recognizes and understands that the USCGC VALIANT, GENTIAN, MANITOU, MATAGORDA, CHANDELUER, BARANOF, FARALLON, MAUI, HUDSON, and VISITING COAST GUARD GUTTERS are federal property and the Commanding Officers (CO) have ultimate authority for what takes place onboard. The MBFD will not come aboard any vessel against the wishes of the CO or the CO's designated representative, the Officer of the Day (OOD).

5. Upon arriving to the cutter requesting assistance, the first arriving fire officer shall be briefed by the CO, OOD, or Junior Officer of the Day (JOOD). This briefing will include the location and status of emergency, Coast Guard ability to assist, and special circumstances that could hamper firefighting or endanger the lives of the firefighters.

6. If assistance is requested, the MBFD Officer in Charge and vessel's CO or OOD will decide if it is necessary to commit the MBFD manpower and equipment. In the event the MBFD is used, the MBFD will be in charge of all firefighting equipment and personnel. Coast Guard personnel will assist the MBFD when requested via the CO or OOD. In the event of response by other Coast Guard units, the MBFD will remain in charge of all firefighting onboard the unit with guidance provided by the CO or OOD. MBFD will not incur any liabilities for damages to cutters if services are refused or personnel are withdrawn.

7. USCGC VALIANT, GENTIAN, MANITOU, MATAGORDA, CHANDELUER, BARANOF, FARALLON, MAUI, HUDSON, and VISITING COAST GUARD CUTTER personnel will work in a spirit of cooperation with the members of the MBFD in any evolution that requires joint efforts. However, should a disagreement regarding firefighting operations that occur that cannot be resolved to both parties satisfaction, the MBFD is within it rights to withdraw its personnel and equipment. In addition, if the CO or OOD feels as though the MBFD tactics and assistance are jeopardizing the integrity of the cutter or lives of Coast Guard personnel, the services of the MBFD may be refused. MBFD will not incur any liabilities for damages to the cutter if services are refused or personnel are withdrawn.

8. All equipment used by the MBFD in carrying out this agreement will, at the time of action hereunder, be owned by, under the control of, or be employed in accordance with existing Mutual Aid Agreements, and all personnel acting for the MBFD under this agreement will, at the time of such action, be an employee or a volunteer member of the MBFD or acting in accordance with existing Mutual Aid Agreements.

9. Reimbursement to the MBFD for the cost of firefighting on the cutters is governed by Section 2210, Title 15, United States Code and the implementing regulations set forth at Part 151, Title 44, Code of Federal Regulations. Any such claim for reimbursement for firefighting cost may also include cost associated with emergency medical services to the extent normally rendered by a fire service in connection with a fire.

10. USCGC VALIANT, GENTIAN, MANITOU, MATAGORDA, CHANDELUER, BARANOF, FARALLON, MAUI, HUDSON, and MBFD personnel will conduct joint training and drills as often as deemed necessary by both parties, which in the very least, will consist of familiarization tours for MBFD personnel.

11. The points of contact for this MOA are:

    CDR AARON DAVENPORT, USCG
    Senior Officer Present Afloat
    Commanding Officer,
    USCGC VALIANT
    C/O CG Base
    100 MacArthur Causeway
    Miami Beach, FL 33139-5199
    (305) 535-4373 (phone)
    (305) 535-4443 (fax)

    for the U.S. Coast Guard, and

JORGE GONZALEZ
City Manager
City of Miami Beach
1700 Convntion Center Drive
Miami Beach, FL 33140
(305) 673-7010 (phone)
(305) 673-7782 (fax)

for the MBFD.

12. There are no reporting requirements for this agreement.

13. This agreement shall become effective upon the date of the last party to sign and shall remain in effect until cancelled upon 30 days written notice by either party involved. This agreement shall be reviewed on an annual basis, and may be modified by any writing signed by the original signatories or their successors.

AARON DAVENPORT	JORGE GONZALEZ
Command[er]ing Officer	City Manager
US Coast Guard Cutter VALIANT	City of Miami Beach
Senior Officer Present Afloat	

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Authorizing The City Manager To Apply For And Accept The Following Six (6) Grant Applications.

Issue:

Shall the City Apply And Accept/Support The Following Grants?

Item Summary/Recommendation:

The Administration Requests Approval To Authorize The City Manager Or His Designee To Submit The Following Grant Applications: 1) Retroactively To The Miami Beach Visitor And Convention Authority (VCA), FY 2004-5 Tourism Advancement Program, In An Amount Not To Exceed $20,000 For Funding Of The City's Camp Miami Beach Program; 2) Miami-Dade County's Metropolitan Planning Organization (MPO) For The Preparation Of A Coastal Communities Transportation Master Plan Study To Be Conducted Under The MPO Unified Planning Work Program (UPWP); 3) Retroactively To The U.S. Department Of Justice For 2005 National Crime Victims' Rights Week (NCVRW) For Funding In An Amount Not To Exceed $25,000 For A Community Awareness Project; 4) Retroactively To Miami-Dade County's Emergency Food And Shelter Program For Funding In An Amount Not To Exceed $35,000 For Homelessness Prevention; 5) State Of Florida Department Of Environmental Protection In An Amount Not To Exceed $5,000,000 For Funding For Stormwater Infrastructure Improvements; 6) State Of Florida Department Of Environmental Protection For Funding In An Amount Not To Exceed $5,000,000 For Wastewater Infrastructure Improvements; Further Appropriating The Grants If Approved And Accepted By The City; And Authorizing The Execution Of All Necessary Documents Related To These Applications.

Financial Information:

Source of Matching Funds:	Grant Name/Project	Grant Amount	Match Amount/Source
	1-VCA – Camp Miami Beach	$20,000	N/A – No Match Required
	2- MDC – MPO Coastal Communities Study	N/A	N/A – No Match Required. Application Is For The MPO To Conduct A Study
	3- US Department of Justice-NCVRW	$25,000	N/A – No Match Required
Finance Dept.	**4-MDC – EFSP Grant**	$35,000	N/A – No Match Required
	5- Stormwater Infrastructure Improvements	$5,000,000	50% Match Required 2000 Stormwater Bond Fund
	6- Wastewater Infrastructure Improvements	$5,000,000	25% Match Required 2000 Water and Sewer Bond Fund

City Clerk's Office Legislative Tracking:

Judy Hoanshelt, Grants Manager, Office of Budget and Performance Improvement

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C7E

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT APPLICATIONS FOR GRANT FUNDS TO THE FOLLOWING AGENCIES: 1) MIAMI BEACH VISITOR AND CONVENTION AUTHORITY (VCA), FY 2004-5 TOURISM ADVANCEMENT PROGRAM, IN AN AMOUNT NOT TO EXCEED $20,000 FOR FUNDING OF THE CITY'S CAMP MIAMI BEACH PROGRAM; 2) MIAMI-DADE COUNTY'S METROPOLITAN PLANNING ORGANIZATION (MPO) FOR THE PREPARATION OF A COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN STUDY TO BE CONDUCTED UNDER THE MPO UNIFIED PLANNING WORK PROGRAM (UPWP); 3) U.S. DEPARTMENT OF JUSTICE FOR 2005 NATIONAL CRIME VICTIMS' RIGHTS WEEK (NCVRW) FOR FUNDING IN AN AMOUNT NOT TO EXCEED $25,000 FOR A COMMUNITY AWARENESS PROJECT; 4) MIAMI-DADE COUNTY EMERGENCY FOOD AND SHELTER PROGRAM FOR FUNDING IN AN AMOUNT NOT TO EXCEED $35,000 FOR HOMELESSNESS PREVENTION; 5) STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING IN AN AMOUNT NOT TO EXCEED $5,000,000 FOR STORMWATER INFRASTRUCTURE IMPROVEMENTS; 6) STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING IN AN AMOUNT NOT TO EXCEED $5,000,000 FOR WASTEWATER INFRASTRUCTURE IMPROVEMENTS; FURTHER APPROPRIATING THE GRANTS IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

1. Retroactive approval to submit a grant application to Miami Beach Visitor and Convention Authority (VCA), FY 2004-5 Tourism Advancement Program, in an amount not to exceed $20,000 for funding of the City's Camp Miami Beach program.

The Miami Beach Visitor and Convention Authority (VCA), through its Tourism Advancement Program provides funding for activities and events with year-long tourism promotion and programming that support and advance tourism.

Camp Miami Beach is a family vacation package that includes an enriching program of arts and cultural activities, sports and recreation, visits to local attractions, movies and more. The niche population that this package is aimed at is families and children. Specific target markets that the City will market to are the North East area, and include the Cities of New York, Boston, Chicago and Philadelphia.

The City will offer mid-week and weekend packages including an overnight stay at a Miami Beach boutique hotel. The City is partnering with local hotels and the Greater Miami Convention and Visitors Bureau to bring this program to the Beach. The City's facilities, including golf courses and parks and recreation department facilities will be made available as part of this package to the participants.

The grant deadline was December 20, 2004. The City has requested funding in the amount of $20,000. There is no match required of this grant.

2. Approval to submit a grant application to Miami-Dade County's Metropolitan Planning Organization (MPO) for the preparation of a Coastal Communities Transportation Master Plan Study to be conducted under the MPO Unified Planning Work Program (UPWP)

The coastal communities in northeastern Miami-Dade County, Aventura, Sunny Isles Beach, Bal Harbour, Bay Harbor Islands, Surfside, North Bay Village, and Miami Beach, are interested in the development of a transportation master plan that addresses traffic and transportation on the barrier islands. The goal of this plan is to produce short, mid, and long term multi-modal solutions to transportation issues. In the late 1990's the Miami Beach Municipal Mobility Plan was developed to mitigate issues on Miami Beach. The vast majority of the 45 projects recommended in this plan have or are being implemented. Due to this success, this plan is in need of updating. To truly provide a higher level of planning, the Mobility Plan must be expanded to examine transportation in coastal Miami-Dade County, in a more coordinated and regional manner. Because affected communities do not exist in a vacuum, any action in one community will have far reaching impacts, not only on the affected city's immediate neighbors, but on mainland Miami-Dade County. It is for this reason that a highly coordinated effort between the cities, FDOT, the Miami-Dade MPO, Miami-Dade County and the South Florida Regional Planning Council is needed.

The scope of work for this grant involves the following steps: 1) a public involvement process, including community workshops: 2) data collection and analysis, including traffic counts and origination/destination survey; 3) a needs assessment; 4) development of potential projects, including cost, planning, design and construction details; and, 5) an implementation plan.

The City anticipates submitting a joint application with the coastal communities for the MPO to prepare a Coastal Communities Transportation Master Plan Study. Since this grant will be in the form of a Master Plan to be conducted by the MPO, and no funding will be awarded, matching funds are not required for this grant. The grant deadline is January 14, 2005.

3. Retroactive approval to submit a grant application to the U.S. Department of Justice for 2005 National Crime Victims' Rights Week (NCVRW) for funding in an amount not to exceed $25,000 for a Community Awareness Project.

   Established in accordance with recommendations of the 1982 President's Task Force on Victims of Crime, the United States Department of Justice's Office for Victims of Crime (OVC) advocates for the fair treatment of victims at the national level, and serves as the "Federal focal point" for issues that affect victims of crime throughout the United States.

   The Office for Victims of Crime (OVC) offers funding to aid communities in conducting public awareness initiatives during National Crime Victims' Rights Week, 2005 (April 10–16, 2005).

   The City has requested funding for the Police Department to conduct a public awareness initiative. The deadline for this grant was December 3, 2004. Matching funds are not required.

4. Retroactive approval to submit a grant application to Miami-Dade County's Emergency Food and Shelter Program for funding in an amount not to exceed $35,000 for Homelessness Prevention.

   The Emergency Food and Shelter Program (EFSP) was established in 1983. The legislation establishing the program was reauthorized under the Stewart B. McKinney Homeless Assistance Act in 1987. The Board consists of representatives from United Way, the Red Cross, and other member organizations. The program is sponsored by the Federal Emergency Management Agency (FEMA). The Emergency Food and Shelter Program was created to supplement the work of local social service agencies, both non-profit and governmental, in assisting people in need of emergency assistance. These needs are primarily economic in nature, as opposed to disaster-related. The funding is available to assist communities in providing food and shelter and is aimed at making a difference by preventing homelessness. The program's funding priorities are to provide rent/mortgage assistance, and food to those in need.

   The City has applied for funding in the amount of $30, 210 for rent/mortgage assistance and food vouchers. The deadline for this grant was December 10, 2004. Matching funds are not required for this grant.

5. Approval to submit a grant to the Department of Environmental Protection (DEP) for Water Project Funding for the 2005 Legislative session in an amount not to exceed $5,000,000 for funding for Stormwater infrastructure improvement projects.

   Section 403.885 of the Florida Statutes sets forth basic requirements for water project funding. This year, applications for funding are submitted directly through the Legislature's Community Budget Issue Request process, whereas in previous years the forms were submitted directly to the State, Department of Environmental Protection. The State will review applications after the Legislature. All projects must protect public health, protect the environment and must implement plans adopted locally by the City or by the State. In addition to the State, Department of Environmental Protection criteria, the projects must conform to additional criteria established by the Executive Office of the Governor.

   Last year the City was awarded funding in the amount of $400,000 from this program. The Administration requests approval to apply for additional funding for Stormwater infrastructure improvements citywide.

   Stormwater projects require a 50% local match. The City has funding available in Stormwater Bond Funding to match the award. The deadline for this project is January 14, 2005.

6. Approval to submit a grant to the Department of Environmental Protection for Water Project Funding for the 2005 Legislative session in an amount not to exceed $5,000,000 for funding for Wastewater infrastructure improvement projects.

   In addition to the abovementioned Stormwater infrastructure improvement projects, the Administration also requests approval to apply for funding wastewater improvements projects.

   The State requires that wastewater projects are in the construction phase at application. There is a 25% local match requirement. The City has funding available to match this grant.

CONCLUSION

In conclusion, the Administration recommends approval of this Resolution authorizing the City Manager or his designee to submit six (6) applications for grant funds.

JMG/KB/JH

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT APPLICATIONS FOR GRANT FUNDS TO THE FOLLOWING AGENCIES: 1) MIAMI BEACH VISITOR AND CONVENTION AUTHORITY (VCA), FY 2004-5 TOURISM ADVANCEMENT PROGRAM, IN AN AMOUNT NOT TO EXCEED $20,000, FOR FUNDING OF THE CITY'S CAMP MIAMI BEACH PROGRAM; 2) MIAMI-DADE COUNTY'S METROPOLITAN PLANNING ORGANIZATION (MPO) FOR THE PREPARATION OF A COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN STUDY TO BE CONDUCTED UNDER THE MPO UNIFIED PLANNING WORK PROGRAM (UPWP); 3) U.S. DEPARTMENT OF JUSTICE, FOR 2005 NATIONAL CRIME VICTIMS' RIGHTS WEEK (NCVRW), FOR FUNDING, IN AN AMOUNT NOT TO EXCEED $25,000, FOR A COMMUNITY AWARENESS PROJECT; 4) MIAMI-DADE COUNTY EMERGENCY FOOD AND SHELTER PROGRAM FOR FUNDING, IN AN AMOUNT NOT TO EXCEED $35,000, FOR HOMELESSNESS PREVENTION; 5) STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR FUNDING, IN AN AMOUNT NOT TO EXCEED $5,000,000, FOR STORMWATER INFRASTRUCTURE IMPROVEMENTS; 6) STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR FUNDING, IN AN AMOUNT NOT TO EXCEED $5,000,000, FOR WASTEWATER INFRASTRUCTURE IMPROVEMENTS; FURTHER APPROPRIATING THE GRANTS IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.

WHEREAS, the Miami Beach Visitor and Convention Authority (VCA), through its Tourism Advancement Program, provides funding for activities and events with year-long tourism promotion and programming that support and advance tourism; and

WHEREAS, Camp Miami Beach is a family vacation package that includes an enriching program of arts and cultural activities, sports and recreation, visits to local attractions; and

WHEREAS, specific target markets that the City will market to are the Northeast area, and include the cities of New York, Boston, Chicago and Philadelphia; and

WHEREAS, the City has requested funding, in the amount of $20,000, and there is no match required of this grant; and

WHEREAS, the coastal communities in northeastern Miami-Dade County, Aventura, Sunny Isles Beach, Bal Harbour, Bay Harbor Islands, Surfside, North Bay Village, and Miami Beach, are interested in the development of a transportation master plan that addresses traffic and transportation on the barrier islands in order to produce short, mid, and long term multi-modal solutions to transportation issues; and

WHEREAS, in the late 1990's the Miami Beach Municipal Mobility Plan was developed to mitigate issues on Miami Beach, and the vast majority of the 45 projects recommended in this Plan have or are being implemented; and

WHEREAS, the Plan is in need of updating and must be expanded to examine transportation in coastal Miami-Dade County, in a more coordinated and regional manner through a highly coordinated effort between the cities, Florida Department of Transportation (FDOT), the Miami-Dade Metropolitan Planning Organization (MPO), Miami-Dade County and the South Florida Regional Planning Council is needed; and

WHEREAS, the City anticipates submitting a joint application with the coastal communities for the MPO to prepare a Coastal Communities Transportation Master Plan Study and since this grant will be in the form of a Master Plan to be conducted by the MPO, and no funding will be awarded, matching funds are not required for this grant; and

WHEREAS, established in accordance with recommendations of the 1982 President's Task Force on Victims of Crime, the United States Department of Justice's Office for Victims of Crime (OVC) advocates for the fair treatment of victims at the national level, and serves as the "Federal focal point" for issues that affect victims of crime throughout the United States; and

WHEREAS, the OVC offers funding to aid communities in conducting public awareness initiatives during National Crime Victims' Rights Week, 2005 (April 10–16, 2005); and

WHEREAS, the City has requested funding for the Police Department to conduct a public awareness initiative and matching funds are not required; and

WHEREAS, the Emergency Food and Shelter Program (EFSP) was established in 1983 and the legislation establishing the program was reauthorized under the Stewart B. McKinney Homeless Assistance Act in 1987; and

WHEREAS, the EFSP was created to supplement the work of local social service agencies, both non-profit and governmental, in assisting people in need of emergency assistance by providing food and shelter and is aimed at preventing homelessness; and

WHEREAS, the City has applied for funding, in the amount of $30,210, for rent/mortgage assistance and food vouchers and matching funds are not required for this grant; and

WHEREAS, Section 403.885 of the Florida Statutes sets forth basic requirements for water project funding; and

WHEREAS, projects must protect public health, protect the environment, and must implement plans adopted locally by the City or by the State, and, in addition to the State, Department of Environmental Protection criteria; the projects must also conform to additional criteria established by the Executive Office of the Governor; and

WHEREAS, last year the City was awarded funding, in the amount of $400,000, from this program; the Administration requests approval to apply for additional funding for stormwater infrastructure improvements Citywide; and

WHEREAS, stormwater projects require a 50% local match and the City has funding available in stormwater bond funding to match the award; and

WHEREAS, in addition to the abovementioned stormwater infrastructure improvement projects, the Administration also requests approval to apply for funding wastewater improvements projects; and

WHEREAS, the State requires that wastewater projects be in the construction phase at application and the City has the required 25% local match from 2000 Water and Sewer Bond funds.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH THAT the Mayor and City Commission hereby authorize the City Manager or his designee to submit grant applications to the following funding agencies: 1) Miami Beach Visitor And Convention Authority (VCA), FY 2004-5 Tourism Advancement Program, In an amount not to exceed $20,000, for funding of the City's Camp Miami Beach Program; 2) Miami-Dade County's Metropolitan Planning Organization (MPO), for the preparation of a Coastal Communities Transportation Master Plan Study to be conducted under the MPO Unified Planning Work Program (UPWP); 3) U.S. Department of Justice For 2005 National Crime Victims' Rights Week (NCVRW), for funding in an amount not to exceed $25,000, for a Community Awareness Project; 4) Miami-Dade County Emergency Food and Shelter Program, for funding, in an amount not to exceed $35,000, for Homelessness Prevention; 5) State of Florida Department of Environmental Protection, for funding, in an amount not to exceed $5,000,000, for Stormwater Infrastructure Improvements; 6) State of Florida Department of Environmental Protection, for funding, in an amount not to exceed $5,000,000, for wastewater infrastructure improvements; further appropriating the grants if approved and accepted by the City; and authorizing the execution of all necessary documents related to this application.

PASSED and ADOPTED this _____ day of _____, 2005

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Donna Parker 11/7/05
City Attorney Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida, authorizing the issuance of a request for proposals to 1) provide the services to develop, validate, administer, score, report and review testing programs to determine qualified applicants for Police and Fire entry level and Classified promotional classifications, and/or; 2) provide consultation services for the sworn and non-sworn positions for job analysis results developed, entry level and promotional tests, scoring, minimum requirements for jobs, and background tests requirements.

Issue:

Shall the City issue new proposals to insure cost effectiveness in association with providing testing and consultation services for conducting job analysis and develop, validate, and administer new customized selection procedures for entry-level Police Officer and Firefighter applicants and promotional classified Police and Fire applicants, and for non-sworn positions?

Item Summary/Recommendation:

The Administration recommends that the Mayor and City Commission authorize the issuance of request for proposals.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

	Year-1 cost	3-Year cost	Account	Approved
1				
2				
3				
4				
Total				

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Mayra Diaz Buttacavoli MD Buttacavoli		

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AGENDA ITEM C7F

DATE 1-12-05

CITY OF MIAMI BEACH
CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
http:\\ci.miami-beach.fl.us

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

DATE: January 12, 2005

FROM: Jorge M. Gonzalez
City Manager

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF REQUEST FOR PROPOSALS TO 1) PROVIDE THE SERVICES TO DEVELOP, VALIDATE, ADMINISTER, SCORE, REPORT AND REVIEW TESTING PROGRAMS TO DETERMINE QUALIFIED APPLICANTS FOR POLICE AND FIRE ENTRY LEVEL AND CLASSIFIED PROMOTIONAL CLASSIFICATIONS, AND/OR; 2) PROVIDE CONSULTATION SERVICES FOR THE SWORN AND NON-SWORN POSITIONS FOR JOB ANALYSIS RESULTS DEVELOPED, ENTRY LEVEL AND PROMOTIONAL TESTS, SCORING, MINIMUM REQUIREMENTS FOR JOBS, AND BACKGROUND TESTS REQUIREMENTS.

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

ANALYSIS:

The City needs to conduct job analysis and develop, validate, and administer new customized selection procedures for entry-level Police Officer and Firefighter applicants and promotional classified Police and Fire applicants, and for non-sworn positions.

The City must also comply with the International Association of Firefighters (IAFF) and Fraternal Order of Police (FOP) contracts which specify not only time frames, but testing specifications. The City's Personnel Rules, along with the Florida Statutes, and local, State, and Federal laws must also be considered in the development of the testing processes.

The City has been using David Santisteban, as the primary testing consultant since March 28, 2001. In order to get new proposals and to insure competitiveness, the City should issue a Request For Proposals (RFP). The City's RFP process will allow providers to submit new recommendations to the City which will be evaluated for cost effectiveness; experience of the proposer in police and fire testing; ability to justify and describe which tests would be used for each classification; job analysis and validation experience; recognition of and adherence to laws, guidelines, and professional standards; problem anticipation and resolution; responsiveness to applicant challenges; project security; litigation history and experience; qualifications and experience of personnel; and project completion schedule.

The City will consider any and all testing options that will comply with our needs and adhere to the laws, contracts, and guidelines surrounding the processes, while expediting the job analysis, examinations, hiring, and promotions.

In the past, the bargaining units, the departments, and some employees expressed a preference for testing consultants other than those previously chosen. To address this concern, the IAFF and FOP Presidents as well as the Fire and Police Departments will be requested to give to the Procurement Division the names and contact information for all consultants they would like to receive a RFP and compete in the proposal process. The Human Resources Department will also provide Procurement with the contact information on consultants to include in the proposal process.

The IAFF and the FOP Presidents and the Fire and Police Departments will be given copies of the previous testing RFPs. Each will be asked to provide any recommendation regarding how the process could be improved.

Representatives from the Police and Fire Departments were contacted by the Human Resources Department about the RFP.

An Evaluation Committee will be convened to analyze the proposals and recommend a ranking on the proposals. The Evaluation Committee will vote on the top two proposers after they review the proposals by establishing the weights (or relative importance) of the items on which the proposals will be going to be evaluated.

The RFP will provide the option of accepting three types of Bids:

(Bid #1):

For Police and Fire entry level and Classified Promotional Classifications:

Police and Fire entry level:

- Police Officer Trainee – distinguish between certified and non-certified
- Firefighter I – distinguish between certified and non-certified

Police and Fire Promotional Classifications:

- Police Sergeant
- Police Lieutenant
- Firefighter II
- Fire Lieutenant
- Fire Captain

1. Conduct a thorough job analysis for all testing, validation of process.
2. Revise job descriptions and recommend any changes based on the job analysis.
3. Construct written test - **entry level Police and Fire only**, score and analyze results,

respond to challenges, cutting point, ordered register of results.

4. Construct Behavioral assessment center - **promotional Police and Fire only**, respond to challenges, cutting point, ordered register of results.
5. Construct physical ability, behavioral assessment center, oral tests, or other appropriate selection devices - **entry level Police and Fire only.**
6. Develop and recommend method of final selection and any other processes.
7. Documentation, follow-up, and general services.

(Bid #2):

Provide Consultation Services for the Sworn and Non-Sworn positions at a fixed hourly rate for the following items:

1. Job Analysis results developed
2. Entry level and promotional tests
3. Scoring
4. Minimum requirements for jobs
5. Background tests requirements

(Bid #3):

All of the above requirements in both Bid #1 and Bid #2

It is recommended that the Mayor and City Commission authorize the issuance of request for proposals to 1) provide the services to develop, validate, administer, score, report and review testing programs to determine qualified applicants for Police and Fire entry level and Classified Promotional Classifications, and/or; 2) provide consultation services for the Sworn and non-Sworn positions for job analysis results developed, entry level and promotional tests, scoring, minimum requirements for jobs, and background tests requirements.

JMG:MDB:AR
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SECTION II - SCOPE OF SERVICES

A. GENERAL – REQUIREMENTS:

(Bid #1):

For Police and Fire entry level and Classified Promotional Classifications:

Police and Fire entry level:

- Police Officer Trainee – distinguish between certified and non-certified
- Firefighter I – distinguish between certified and non-certified

Police and Fire Promotional Classifications:

- Police Sergeant
- Police Lieutenant
- Firefighter II
- Fire Lieutenant
- Fire Captain

1. Conduct a thorough job analysis for all testing, validation of process.
2. Revise job descriptions and recommend any changes based on the job analysis.
3. Construct written test - **entry level Police and Fire only**, score and analyze results, respond to challenges, cutting point, ordered register of results.
4. Construct Behavioral assessment center - **promotional Police and Fire only**, respond to challenges, cutting point, ordered register of results.
5. Construct physical ability, behavioral assessment center, oral tests, or other appropriate selection devices - **entry level Police and Fire only.**
6. Develop and recommend method of final selection and any other processes.
7. Documentation, follow-up, and general services.

(Bid #2):

Provide Consultation Services for the Sworn and Non-Sworn positions at a fixed hourly rate:

1. Job Analysis results developed
2. Entry level and promotional tests
3. Scoring
4. Minimum requirements for jobs
5. Background tests requirements

(Bid #3):

All of the above requirements in both Bid #1 and Bid #2

The results of this process will be utilized by the City to select the most qualified and suitable individuals for the noted classifications.

B. GENERAL - TIMETABLE

All necessary job analysis, validation, examinations, etc., must be completed to produce an ordered register of results according to the following timetable for the City:

1. Entry level Police Officer - Each and every calendar year
2. Entry level Firefighter - Each and every calendar year
3. Promotional Police - Every two calendar years, beginning 2005
4. Promotional Fire - Every two calendar years, beginning 2006

C. JOB FUNCTION REQUIREMENTS:

1. CONDUCT A THOROUGH JOB ANALYSIS FOR ALL TESTING AND/OR PROVIDE CONSULTATION SERVICES

1. Develop and conduct job analysis under conditions which assure adequacy and accuracy of the research and results

2. Gather and analyze existing pertinent data regarding the classification, including, but not limited to: last job analysis, existing job specifications, etc.

3. Identify, define, and analyze the tasks and work behaviors, especially the important and/or critical tasks and work behaviors required for successful performance constituting most of the job, and their relative importance, and if the behaviors results in a work product, analyze the work products

4. Identify and document each Knowledge, Skill, and Ability (KSA) necessary as a prerequisite to perform critical and/or important work behaviors, including the identification and documentation of the "Essential Job Functions" per Americans with Disabilities Act (ADA) guidelines

5. Operationally define each KSA and the relationship between each KSA and each work behavior as well as the method used to determine this relationship

6. Identify and define the important and/or critical prerequisite KSAs or

behaviors to be measured or sampled by the selection devices and recommend minimum qualifications for application acceptance

7. Prepare complete detailed report documenting entire process including, but not limited to, all methodologies, rationales, procedures, and findings of job analysis

2. REVISE JOB DESCRITIONS AND/OR PROVIDE CONSULTATION SERVICES

Based upon the job analysis, revise the current job specifications including the following sections: Nature of Work; Illustrative Examples of Essential Duties; Knowledge, Skills, and Abilities; Minimum Requirements; Physical Requirements; Supervision Received; and Supervision Exercised. Note "Essential Job Functions" per ADA.

3. CONSTRUCT WRITTEN TEST (if applicable) - FOR ENTRY LEVEL POLICE OR FIRE PROMOTIONAL TEST ONLY AND/OR PROVIDE CONSULTATION SERVICES

Recommendation needs to be as to **whether or not** a written test should be part of the testing process for Police or Fire entry level testing, as it relates to existing certification status. This recommendation should concern itself with the following:

all entry level: Police Officer **Certified** applicants, Police Officer **Non-Certified** applicants, Firefighter I **Certified** applicants, Firefighter I **Non-certified** applicants (currently used for <u>certified</u> Police and Fire only).

1. Ensure that no person(s), other than those designated by the City Manager, shall have access to any information regarding the test, test items, test development materials, test answers, or any related materials.

2. Ensure that the test items have not been used and will not be used in whole nor in part by any other past, present, or future client or any other agency or individual without express written agreement between the City and the Consultant.

3. Ensure that there is no substantial similarity between any of the items developed for these classifications and the items on any other examination prepared for the City without express written agreement between the City and the Consultant.

4. Give title of the test and all items to the City to be used by the City in any manner without any additional charge and prevent use by any other agency or individual.

5. Construct the test of at least 100 items - the format to be agreed to by the City.

6. Develop test items for each Knowledge, Skills and Ability (KSA) area and document that the items are an adequate and representative sample of the KSA content area to be measured, ensuring complete coverage of all major elements of each KSA content area.

7. Develop items which will discriminate among applicants' levels of competency.

8. Avoid redundancy and confounding of measurement by ensuring that each item measures one specific area.

9. Review and edit items to insure freedom from misspelling or grammatical, typographical, or other errors and freedom of ethnic, gender, or other bias - and to insure that all items are properly prepared in accordance with accepted testing criteria, are reliable and valid, are directly related to performance of the job, and are reasonable and defensible.

10. Provide written source documentation linking each item with the appropriate KSA, noting source of attribution and the page and paragraph number or the equivalent to page and paragraph number.

11. Print and deliver sufficient copies of each Written Test.

12. Score the answer sheets.

13. Return answer sheets to the City.

14. Evaluate the test statistics and item analyses provided by the City and perform and evaluate adverse impact calculations and any additional analysis, as the firm deems appropriate.

15. Develop a form to be used for applicant challenges.

16. Review and respond in writing to each applicant challenge, including justification of correct response.

17. Delete any items warranted based on evaluation of test statistics, item analyses, and applicant challenges.

18. Determine appropriate cutting point (or passing score).

19. Prepare final scoring key and perform final scoring.

20. Provide the City with a register of the final results of each participant.

21. Validate the entire selection process.

4. CONSTRUCT AND ADMINISTER BEHAVIORAL ASSESSMENT CENTER - PROMOTIONAL POLICE AND FIRE ONLY AND/OR PROVIDE CONSULTATION SERVICES

1. Ensure that no person(s), other than those designated by the City Manager, shall have access to any information regarding the behavioral assessment exercises, concepts, development materials, response/performance guidelines, or any related materials.

2. Ensure that the behavioral assessment exercises have not been used and will not be used in whole nor in part by any other past, present, or future client or any other agency or individual without express written agreement between the City and the Consultant.

3. Construct the behavioral assessment Center of three (3) exercises - the nature of which to be determined by the job analysis and agreed to by the City.

4. Develop desired performance/responses for each behavioral assessment exercise and/or standards/criteria.

5. Review and edit written behavioral assessment exercise materials to insure freedom from misspelling or grammatical, typographical, or other errors and freedom from ethnic, gender, or other bias.

6. Validate the Behavioral Assessment Center.

7. Provide orientation sessions for all candidates including guidelines and descriptions of Behavioral Assessment Center process.

8. Provide and operate videotape and equipment (and backup) so that each participant is videotaped during non-written behavioral assessment exercises.

9. Print and deliver sufficient copies of each behavioral assessment exercise.

10. Coordinate and administer Behavioral Assessment Center process including site selection and scheduling.

11. Select, provide lodging and transportation for, and train three (3) assessors per behavioral assessment exercise. Schedule assessors for videotape and written exercise evaluation.

12. Determine appropriate Behavioral Assessment Center passing score.

13. Provide the City with a register of the final results including overall score for each participant.

14. Provide one-on-one feedback upon request to each participant.

15. Develop a form to be used for applicant challenges.

16. Review and respond in writing to each applicant challenge, including justification of response.

17. Give title of the Behavioral Assessment Center and all exercises to the City to be used by the City in any manner without any additional charge and prevent use by any other agency or individual.

5. CONSTRUCT PHYSICAL ABILITY, BEHAVIORAL ASSESSMENT CENTER, ORAL TESTS, OR OTHER APPROPRIATE SELECTION DEVICES - ENTRY LEVEL POLICE AND FIRE ONLY AND/OR PROVIDE CONSULATION SERVICES

Recommendation needs to be made as to what testing or selection devices should be required for entry level testing. Testing options should be considered separately for Police Certified, Police Non-Certified, Firefighter I Certified, and Firefighter I Non-Certified.

The City would prefer that a behavioral assessment center be performed on all applicants. In recent past history, the City has used the following processes:

Police Certified - Behavioral Assessment Center only
Police Non-Certified - Written Test + Behavioral Assessment Center

Fire Certified - Physical Ability + Behavioral Assessment Center
Fire Non-Certified - Physical Ability + Written Test + Behavioral Assessment Center

The City is open to all recommendations, based upon the job analysis conducted for future testing procedures.

1. Develop, administer, analyze, interpret results, and validate such other appropriate structured selection devices based upon the job analysis.

2. Ensure that no person(s), other than those designated by the City Manager, shall have access to any information regarding the selection device, the selection device items, development materials, desired performance/responses/answers, or any related materials.

3. Ensure that the test items have not been used and will not be used in whole nor in part by any other past, present, or future client or any other agency or individual without express written agreement between the City and the Consultant.

4. Construct the selection devices with weights in proportion to the relative importance of KSAs or behaviors to be sampled or measured as determined by the job analysis.

5. Develop selection device components for each KSA or behavioral content area and document that the components are an adequate and representative sample of the KSA or behavioral content area to be measured or sampled, ensuring complete coverage of all major elements of each KSA or behavioral content area.

6. Develop components which will discriminate among applicants' levels of competency and which would differentiate among levels of job performance.

7. Avoid redundancy and confounding of measurement.

8. Review and edit items to insure freedom from misspelling or grammatical, typographical, or other errors and freedom of ethnic, gender, or other bias - and to insure that all items are properly prepared in accordance with accepted testing criteria, are reliable and valid, are directly related to performance of the job, and are reasonable and defensible.

9. Provide written documentation linking each component with the appropriate KSA or job behavior.

10. Develop desired performance/responses for each component and/or standards/criteria and a form by which performance is to be evaluated, scored, analyzed, and interpreted.

11. Print and deliver sufficient copies of the selection devices.

12. If used, develop methods by which selection device raters will be evaluated and selected.

13. If raters are used, develop and administer rater training and facilitate and monitor administration of selection device.

14. Produce and evaluate descriptive selection device statistics and analyses including adverse impact statistics.

15. Review and respond in writing to each applicant challenge, including justification of correct (desired) performance/response.

16. Determine appropriate cutting point (or passing score).

17. Provide the City with an ordered register of the selection device results of each participant.

18. Prepare complete detailed report documenting entire process including, but not limited to, all methodologies, rationales, and procedures.

6. DEVELOP AND RECOMMEND METHOD OF FINAL SELECTION AND ANY OTHER PROCESSES AND/OR PROVIDE CONSULTATION SERVICES

1. Prepare written recommendation as to the method(s) of referring qualified candidates from the Eligible List to the Appointing Authority for interview, consideration and selection.

   Recommendation would include number of candidates to be referred, flexible or set number of candidates, banding of scores, etc., with appropriate supporting rationale and criteria.

2. Prepare and provide written recommendation of methodology and procedures for making final selections from among qualified candidates.

3. Prepare written recommendations on any additional processes and guidelines as are required or advised, such as background investigation, drug use history, polygraph, psychological and/or psychiatric evaluations, etc.

7. DOCUMENTATION, FOLLOW-UP, AND GENERAL SERVICES AND/OR PROVIDE CONSULTATION SERVICES

Task A - Document, prepare comprehensive monthly progress and final reports, and provide copies to the City of all materials,

methodologies, individuals involved, and steps utilized to provide these services as well as a copy of all data obtained.

Task B - Document that the selection devices are valid and reliable measurement instruments and that acceptable and defensible statistical and other methods were applied.

Task C - Prepare documentation and testimony to appear in court or before any regulatory authorities or bodies and provide testimony as an expert witness in conjunction with any challenges, appeals, suits, or grievances which might arise from providing the proposed services.

Task D - General Services

1. Remain available on an as-needed basis to answer any questions or clarify or interpret the results of any individual's results.

2. Provide supplemental written material and training to City personnel to facilitate the use of the Behavioral Assessment Center results and reports.

3. Defend and/or represent the City and testify on the City's behalf if any claims or allegations are made regarding the services provided including, but not limited to, the validity of the test battery or evaluation methods or results.

4. Maintain all raw test results and notes with respect to each individual evaluated for the time period set forth in Florida records retention or other applicable laws or as specified by the City, whichever is greater.

5. Research and investigate to insure that all tests, procedures, results, and interpretations are valid, reliable, cross-cultural, and legally defensible for the purposes used.

6. Submit a report summarizing evaluation and test results, including an analysis by ethnicity/race, gender, and age showing adverse impact, if any, of each component and of entire selection process and giving recommendations for future reduction of any adverse impact.

7. Document that the entire selection process is valid and meets all required criteria.

D. CITY PROVIDED SERVICES:

A. Provide copies of the existing job analyses, job description, and other information requested.

B. For promotional testing: At the Consultant's request, coordinate subject matter expert and other meetings involving City employees, coordinate distribution and return of employee questionnaires, and contact candidates regarding scheduling.

C. If possible, the City will provide meeting/testing rooms if available.

D. THE HUMAN RESOURCES DIRECTOR SHALL:

Designate a professional City employee in the Human Resources Department as a contact and resource person for the firm.

SECTION III - PROPOSAL FORMAT

Proposals must contain the following documents, each fully completed and signed as required. Proposals which do not include all required documentation or are not submitted in the required format, or which do not have the appropriate signatures on each document, may be deemed to be non-responsive. Non-responsive proposals will receive no further consideration.

A. CONTENTS OF PROPOSAL

1. Table of Contents
   Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. Proposal Points to Address:
   Proposer must respond to all minimum requirements listed below, and provide documentation which demonstrates ability to satisfy all of the minimum qualification requirements. Proposals which do not contain such documentation may be deemed non-responsive.

3. Price Proposal
   Proposer must include price which will be charged to the City. **Proposer MUST BREAKDOWN PRICE FOR EACH SERVICE AREA.**

4. Acknowledgment of Addenda and Proposer Information forms (Section VIII)

5. Any other document required by this RFP, such as a Questionnaire or Proposal Guaranty.

B. MINIMUM REQUIREMENTS / QUALIFICATIONS:

Must provide all services for either Bid #1 OR Bid #2 OR Bid #3.

SECTION IV - EVALUATION/SELECTION PROCESS; CRITERIA FOR EVALUATION

The procedure for proposal evaluation and selection is as follows:

1. Request for Proposals issued.

2. Receipt of proposals.

3. Opening and listing of all proposals received.

4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each proposal in accordance with the requirements of this RFP. If further information is desired, proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.

5. The Evaluation Committee shall recommend to the City Manager the proposal or proposals acceptance of which the Evaluation Committee deems to be in the best interest of the City. **The Evaluation Committee shall base its recommendations on the entire Request for Proposals, specifically reviewing the following factors:**

   a) Completeness, clarity and responsiveness of proposal.
   b) Ability to complete Bid #3 (all classifications).
   c) Experience of the proposer in entry level police and fire testing, and police and fire promotional testing.
   d) Ability to justify and describe which examinations should be used for each bid (methodologies and rationale).
   e) Job analysis, validation experience, ability to determine and defend passing score.
   f) Recognition of and adherence to laws, guidelines, and professional standards.
   g) Problem anticipation and resolution and responsiveness to applicant challenges.
   h) Project security (pre, during and post process).
   i) Litigation history and experience, problem anticipation and resolution.
   j) Price break-down.
   k) Ability to meet deadlines, project completion schedule.
   l) Qualifications and experience of professional and technical personnel, including amount of work that will be subcontracted.
   m) Timeliness of each test administration from start to finish.

6. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the proposal or proposals acceptance of which the City Manager deems to be in the best interest of the City.

7. The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve

the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another proposal or proposals. In any case, City Commission shall select the proposal or proposals acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.

8. Negotiations between the selected proposer and the City Manager take place to arrive at a contract. If the City Commission has so directed, the City Manager may proceed to negotiate a contract with a proposer other than the top-ranked proposer if the negotiations with the top-ranked proposer fail to produce a mutually acceptable contract within a reasonable period of time.
9. A proposed contract or contracts are presented to the City Commission for approval, modification and approval, or rejection.

10. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected proposer(s) has (or have) done so.

11. The City reserves the right to reject any bid with insufficient experience in ANY area listed under scope or services, including but not limited to:

    (a) Police experience
    (b) Fire experience
    (c) Job Analysis experience
    (d) Validation experience
    (e) Test review capability
    (f) Civil Service experience

Important Note:
By submitting a proposal, all proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS TO 1) PROVIDE THE S ERVICES T O DEVELOP, VALIDATE, ADMINISTER, SCORE, REPORT AND REVIEW TESTING PROGRAMS TO DETERMINE QUALIFIED APPLICANTS FOR POLICE AND FIRE ENTRY LEVEL AND CLASSIFIED PROMOTIONAL CLASSIFICATIONS; AND/OR 2) PROVIDE CONSULTATION SERVICES FOR THE SWORN AND NON-SWORN POSITIONS FOR JOB ANALYSIS RESULTS DEVELOPED, ENTRY LEVEL AND PROMOTIONAL TESTS, SCORING, MINIMUM REQUIREMENTS FOR JOBS, AND BACKGROUND TESTS REQUIREMENTS.

WHEREAS, the City needs to conduct job analysis and develop, validate, and administer new customized selection procedures for entry level police officer and firefighter applicants and promotional classified applicants, and for the sworn and non-sworn positions; and

WHEREAS, the City must continue to comply with the International Association of Firefighters (IAFF), Fraternal Order of Police (FOP) and Communications Workers of America (CWA) contracts which specify not only time frames, but testing specifications; and

WHEREAS, the City must also comply with personnel rules, along with local, State, and Federal laws, rules, and guidelines in the development of the testing processes; and

WHEREAS, it is necessary to perform new job analysis and validate tests approximately every five (5) years; and

WHEREAS, the City has been using one consultant as the primary testing consultant since March 28, 2001; and

WHEREAS, in order to get new proposals and to insure competitiveness, the City recommends issuing a Request For Proposals (RFP) for the services to 1) develop, validate, administer, score, report and review testing programs to determine qualified applicants for Police and Fire entry level and classified promotional classifications (option 1), and/or 2) provide consultation services for the sworn and non-sworn positions for job analysis results developed, entry level and promotional tests, scoring, minimum requirements for jobs, and background tests requirements (option 2); and

WHEREAS, the City's RFP process will allow providers to submit new recommendations to the City which will be evaluated for cost effectiveness; experience of the proposer in police and fire testing and/or sworn and non-sworn positions; ability to justify and describe which tests would be used for each classification; job analysis and validation experience; recognition of and adherence to laws, guidelines and professional standards; problem anticipation and resolution; responsiveness to applicant challenges; project security; litigation history and experience; qualifications and experience of personnel; and project completion schedule; and

WHEREAS, the International Association of Firefighters (IAFF) and Fraternal Order of Police (FOP) presidents, as well as the Fire and Police Departments, will be requested to give to the Procurement Division the names and contact information for all consultants they would like to receive an RFP and compete in the proposal process; and

WHEREAS, the IAFF and the FOP presidents and the Fire and Police Departments will be given copies of the previous testing RFPs, and each will be asked to provide any recommendation regarding how the process could be improved; and

WHEREAS, the funding for this contract will be available from the Police and Fire Departments' Professional Services budgets for Option 1, and from user departments, as applicable, for Option 2.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, hereby approve the issuance of a Request for Proposals to 1) provide the services to develop, validate, administer, score, report and review testing programs to determine qualified applicants for Police and Fire entry level and classified promotional classifications; and/or 2) provide consultation services for the sworn and non-sworn positions for job analysis results developed, entry level and promotional tests, scoring, minimum requirements for jobs, and background tests requirements.

PASSED AND ADOPTED this ___ day of _____, 2005.

ATTEST:

_____ _____

CITY CLERK **MAYOR**

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

F:\HUMA\$ALL\COMM.RES\SANT01CR.WPD

12-28-04

City Attorney Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A resolution to provide $477,319 funding from the SHIP Program NOFA for FY 2003/2004 to continue a rehabilitation component for the Scattered-Site Home Ownership Program under the rules of the SHIP Program and the City's Local Housing Assistance Plan.

Issue:

Shall the City provide $477,319 in SHIP Program funds to assist eligible home buyers with the rehabilitation, down payment assistance, closing costs and home ownership counseling in accordance with the SHIP Program requirements?

Item Summary/Recommendation:

On July 29, 2004 the City issued a SHIP Program NOFA for the amount of $477,319. MBCDC responded to the NOFA proposing to utilize the SHIP funds to continue the rehabilitation component of its successful Scattered-Site Home Ownership Program. The funds will also be used to provide down payment assistance and closing cost assistance to a minimum of 14 units, in order to provide home ownership opportunities to eligible homebuyers, including City employees. The Scattered-Site Home Ownership Program also utilizes funds leveraged by MBCDC from other County and Federal sources. The Administration proposes to enter into a SHIP Program agreement with MBCDC.

Advisory Board Recommendation:

On September 10, 2004, the Loan Review Committee recommended that MBCDC be funded $477,319 in SHIP Program funds from FY 2003/04.

Financial Information:

Source of Funds:		Amount	Account	Approved
SHIP Program	1	477,319	152.5721	
	2			
	3			
	4			
Finance Dept.	Total	477,319		

City Clerk's Office Legislative Tracking:

Vivian P. Guzmán

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C7G

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM AGREEMENT BETWEEN THE CITY AND MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION, WHICH PROVIDES SHIP PROGRAM FUNDS IN THE AMOUNT OF $477,319 FROM FISCAL YEAR 2003/2004 TO CONTINUE A REHABILITATION COMPONENT FOR THE SCATTERED-SITE HOME OWNERSHIP PROGRAM PROVIDING REHABILITATION, DOWN PAYMENT ASSISTANCE, CLOSING COST ASSISTANCE AND HOME OWNERSHIP COUNSELING, FOR UNITS PURCHASED BY ELIGIBLE HOME BUYERS UNDER THE RULES OF THE SHIP PROGRAM AND THE CITY'S LOCAL HOUSING ASSISTANCE PLAN.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The State Housing Initiatives Partnership (SHIP) Program, administered through the Florida Housing Finance Corporation, was established by the 1992 William E. Sadowski Affordable Housing Act to stimulate the production of housing statewide. SHIP Program funds are derived from documentary stamp levies on real estate transactions. Annually, the Florida Housing Finance Corporation allocates SHIP Program funds among participating jurisdictions on a formula basis. The City has participated in the SHIP Program since fiscal year 1995/96. As required by the Florida Housing Finance Corporation, on March 14, 2001, the City adopted a new Local Housing Assistance Plan for State fiscal years 2001/02, 2002/03 and 2003/04, which serves as the guidelines to utilize SHIP Program funds for rehabilitation of scattered-site units to provide home ownership opportunities.

The City has received a total of $520,867 of SHIP Program funds for fiscal year 2003/04, which includes an allocation of $429,255, plus $12,457 in program income and $79,155 in recaptured funds. Ten (10) percent of each fiscal year allocation and five (5) percent of program income are utilized for administrative costs associated with the Program.

In accordance with the City's Local Housing Assistance Plan, the City utilized $43,548 for administrative costs from the $520,867 SHIP Program funds allocated to the City. The balance of funds from fiscal year 2003/04 was utilized to issue a Notice of Funding Availability (NOFA) in the amount of $477,319 on July 29, 2004. The NOFA was advertised in English in The Miami Herald and in Spanish in the Hola Amigos. In addition, notification of the NOFA was provided to interested housing providers via direct mailing. The NOFA sought an experienced housing provider to utilize SHIP Program funds for rehabilitation of scattered-site dwelling units to provide home ownership opportunities for eligible home buyers. Responses to the NOFA were due on August 27, 2004.

The City received only one proposal from the Miami Beach Community Development Corporation (MBCDC) proposing to utilize the SHIP funds to continue the rehabilitation component of its successful Scattered-Site Home Ownership Program. The amount of their request was $477,319. In accordance with the City's Local Housing Assistance Plan, the SHIP Program funds will be used to provide rehabilitation, down payment assistance, and closing cost assistance to a minimum of 14 units (based on a maximum allocation of funds per unit of $40,000) in order to provide home ownership opportunities to income-eligible home buyers with annual earnings at or below 120 percent of area median income ($40,440) for a one-person household, including City employees, by June 30, 2006. Properties to be acquired by the participants are selected on an ongoing and scattered-site basis. Eligible participants enter into a lottery system which determines their order in the waiting list. Concurrently, as part of this program, home ownership counseling will be provided to a minimum of 60 income-eligible participants. The Scattered-Site Home Ownership Program also utilizes funds leveraged by MBCDC from the Miami-Dade County's Documentary Surtax Program and from the federal HOME Program. These funds are utilized to provide down payment assistance to participants in the form of second and third mortgages.

In accordance with the terms of the NOFA, the Housing Staff reviewed the proposal and submitted it to the Loan Review Committee (LRC). On September 10, 2004, the LRC reviewed the proposal and recommended to the Mayor and City Commission that MBCDC be funded in the amount of $477,319 from fiscal year 2003/04. Since 1996, MBCDC has successfully operated a rehabilitation component for their Scattered-Site Home Ownership Program with funding from the City's SHIP Program. To date, 149 units have been acquired and rehabilitated through the program including 12 units acquired by City employees participating in the program.

On March 14, 2001, the City adopted its current Local Housing Assistance Plan (Plan) for State fiscal years 2001/02, 2002/03 and 2003/04. In accordance with the SHIP Program Rule, the maximum purchasing price and assistance limit may be updated as necessary by amending the Plan. The Florida Housing Finance Corporation has provided the City with updated Miami MSA (Miami-Dade County) Average Purchase Price Limits of $199,117 for new homes and $163,487 for existing homes (previously the respective figures were $158,855 for new homes and $148,466 for existing homes); therefore, the Plan is being amended to incorporate these figures. Simultaneously, the Plan is also being amended to update the assistance limit to a maximum of $40,000 allocation of funds per unit, which was previously set at $32,259 back in 1996.

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, adopt a resolution authorizing the Mayor and City Clerk to execute the attached State Housing Initiatives Partnership (SHIP) Program Agreement between the City and Miami Beach Community Development Corporation, which provides SHIP Program funds in the amount of $477,319 from fiscal year 2003/04 to continue a scattered-site home ownership program for income-eligible home buyers in accordance with the SHIP Program Rule and the City's Local Housing Assistance Plan.

RCM/VPG/TNU

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RESOLUTION NUMBER_____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM AGREEMENT BETWEEN THE CITY AND MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION, WHICH PROVIDES SHIP PROGRAM FUNDS, IN THE AMOUNT OF $477,319, FROM FISCAL YEAR 2003/2004 TO CONTINUE A REHABILITATION COMPONENT FOR THE SCATTERED-SITE HOME OWNERSHIP PROGRAM PROVIDING REHABILITATION, DOWN PAYMENT ASSISTANCE, CLOSING COST ASSISTANCE AND HOME OWNERSHIP COUNSELING, FOR UNITS PURCHASED BY ELIGIBLE HOME BUYERS UNDER THE RULES OF THE SHIP PROGRAM AND THE CITY'S LOCAL HOUSING ASSISTANCE PLAN.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act (the Act) on July 7, 1992, allocating a portion of new and existing documentary stamp taxes on deeds to local governments to stimulate the production of housing through the State Housing Initiatives Partnership (SHIP) Program; and

WHEREAS, the Act requires that in order to qualify for funding, local governments develop a Local Housing Assistance Plan outlining how the funds will be used; and

WHEREAS, on March 14, 2001, the Mayor and City Commission approved and adopted a Local Housing Assistance Plan for Fiscal Years 2001/2002, 2002/2003, and 2003/2004 by Resolution No. 2001-24447, pursuant to the requirements of the Act and the SHIP Rule issued by the Florida Housing Finance Corporation; and

WHEREAS, the City issued a Notice of Funding Availability (NOFA) on July 29, 2004, pursuant to the City's approved Local Housing Assistance Plan; and

WHEREAS, the Administration now requests that the attached State Housing Initiatives Partnership (SHIP) Program Agreement be approved by the Mayor and City Commission and executed by the Mayor and City Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk

are authorized to execute the attached State Housing Initiatives Partnership (SHIP) Program Agreement between the City and Miami Beach Community Development Corporation, which provides SHIP Program funds, in the amount of $477,319, from Fiscal Year 2003/2004 to continue a rehabilitation component for the Scattered-Site Home Ownership Program providing rehabilitation, down payment assistance, closing cost assistance and home ownership counseling, for units purchased by eligible home buyers under the rules of the SHIP Program and the City's Local Housing Assistance Plan.

Passed and adopted this_____day of_____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11/7/05 Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, authorizing the issuance of a Request For Proposals (RFP) to manage and operate the Log Cabin Training Facility.

Issue:

Shall the City of Miami Beach issue a Request For Proposals (RFP) to manage and operate the Log Cabin Training?

Item Summary/Recommendation:

The Log Cabin Training Center was founded by the City of Miami Beach in 1983 to provide vocational and life skills training and support services to developmentally disabled adults. The Center operates three licensed programs: Adult Day Training, Supported Employment and Supported Independent Living. The Center operates from a City-owned building at 8128 Collins Avenue and the Center's seven staff members handle training, instructional planning and career development and administration. The City of Miami Beach is seeking a not-for-profit or for-profit organization to assume the administration and management of the Log Cabin Training Center and its various programs. The proposed RFP will specifically request maintaining existing programming and services as well as the current staff and will not include the Log Cabin Nursery.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Vivian P. Guzman, Director, Neighborhood Services Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C7H

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) TO MANAGE AND OPERATE THE LOG CABIN TRAINING FACILITY.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Log Cabin Training Center was founded by the City of Miami Beach in 1983 to provide vocational and life skills training and support services to developmentally disabled adults. The Center operates three licensed programs:

- Adult Day Training which provides vocational and life skills training featuring two major tracks, horticulture and hospitality/food preparation.
- Supported Employment which provides job placement and on-the-job training and support for the developmentally disabled clients transitioning to mainstream employment.
- Supported Independent Living which provides 24-hour support and home and community-based training for developmentally disabled clients transitioning from institutional or caregiver settings to independent living.

The Center operates from a City-owned building at 8128 Collins Avenue and the Center's seven staff members handle training, instructional planning and career development and administration. Of the seven staff members, only one is a City employee and the remaining six are independent contractors with experience in working with developmentally disabled adults. Funded primarily by Medicaid Waiver fees provided for eligible clients, the Center serves 35 developmentally disabled adults in its Adult Training Program five days a week from 8:30 am to 3:00 pm. The Center currently serves 15 Supported Employment clients working the City's Parks and Recreation Department, Fuddruckers, Aventura, Miami Beach Convention Center, Dadeland Marriott and Publix among other employers. The Center serves five Supported Independent Living clients all living in Miami Beach.

The Center has an established relationship with Log Cabin Enterprises, Inc./Log Cabin Nursery. The Nursery is a 501(c)3 organization that has a contract with the City to operate a sheltered worksite for developmentally disabled adults. The Nursery shares use of the City-owned property on which it is located with the Center.

The City of Miami Beach is seeking a not-for-profit or for-profit organization to assume the administration and management of the Log Cabin Training Center and its various programs. The proposed RFP will specifically request maintaining existing programming and services as well as the current staff and will not include the Log Cabin Nursery. Additionally, the City is including in the RFP scope of services criteria to ensure that we secure an organization with extensive experience in delivering services to the developmentally disabled as well as the appropriate state and local licenses. As a rule, these types of programs are usually run at the regional level by a regional governmental entity such as Miami-Dade County or a not-for-profit or for-profit agency rather than municipal entities. The City, through the RFP process, intends for the program to be maintained in its current state but will not be the direct service provider.

This item was discussed at the October 13, 2004 Neighborhood /Community Affairs Committee and the committee unanimously approved moving forward with the RFP.

CONCLUSION

The Administration recommends that the City Commission approve the issuance of an RFP for the selection of a qualified organization to manage and operate the Log Cabin Training Center.

JMG/RCM/VRG

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Log Cabin Training Center
Request For Proposals - September 2004

Scope of Services

The City of Miami Beach is seeking a non-for-profit or for-profit organization to assume the administration and management of the Log Cabin Training Center and its various programs. The Center provides various vocational services for developmentally disabled adult clients and is housed on City-owned property located at 8128 Collins Avenue.

The prevailing vendor will provide the following services:

❖ **Staffing and management of an Adult Day Training (ADT) program serving up to 35 clients**

- Adherence to State of Florida Developmental Services Waiver Services Florida Medicaid Coverage and Limitations Handbook
- Adherence to Developmental Disabilities Collaborative Outcomes Review and Enhancement Review Protocol
- Provision of multi-disciplinary vocational tracks (must include horticulture & hospitality/food preparation)
- Provision of progressive Individual Program Plan for each client with timelines and benchmarks
- Periodic on-site monitoring and evaluation by City to ensure contract requirements (including financial audits)

❖ **Staffing and management of a Supported Employment (SE) program serving at least 12 clients**

- Adherence to State of Florida Developmental Services Waiver Services Florida Medicaid Coverage and Limitations Handbook
- Adherence to Developmental Disabilities Collaborative Outcomes Review and Enhancement Review Protocol
- Provision of progressive Individual Program Plan for each client with timelines and benchmarks
- Periodic on-site monitoring and evaluation by City to ensure contract requirements (including financial audits)

❖ **Staffing and management of a Supported Independent Living (SIL) program serving at least 5 clients**

- Adherence to State of Florida Developmental Services Waiver Services Florida Medicaid Coverage and Limitations Handbook
- Adherence to Developmental Disabilities Collaborative Outcomes Review and Enhancement Review Protocol
- Provision of progressive Individual Program Plan for each client with timelines and benchmarks
- Periodic on-site monitoring and evaluation by City to ensure contract requirements (including financial audits)

Introduction/Background

The Log Cabin Training Center was founded by the City of Miami Beach in 1983 to provide vocational training services to developmentally disabled clients. The Center houses three programs:

Adult Day Training (ADT) - vocational skills training

Supported Employment (SE) - vocational support services for mainstream employment

Supported Independent Living (SIL) - support services for those transitioning from group/family care to independent living

The Center operates from a City-owned building at 8128 Collins Avenue that features three classrooms, kitchen and support offices. The Center currently employs one full-time City employee and seven full-time contractors to operate five days a week from 8am to 4pm in addition to off-site services available 24 hours per day, seven days per week (for SE and SIL clients). Its primary source of current funding is Medicaid Waiver fees.

The Center provides goal-specific programming tailored to the needs of its clients through the development of Individual Program Plans that are updated annually and address vocational and life skills attainment.

Adult Day Training clients receive the following services:

* Client-centered Individual Program Plan
* Three hours of daily vocational skills training in three tracks: horticulture, hospitality/food preparation and art
* Three hours of daily life skills training Monday through Thursday
* 1:5 or 1:10 staff to client ratio
* Optional individual and group counseling
* Program uniforms
* Optional lunch program
* Access to Food SHARE Program

Supported Employment clients receive the following services:

* Client-centered Individual Program Plan
* Individual, on-site Job Coach
* Optional lunch program
* Access to Food SHARE Program

Supported Independent Living clients receive the following services:

* Client-centered Individual Program Plan
* Individual, on- and off-site Living Coach
* Support services 24 hours a day, seven days per week
* Access to Food SHARE Program

The Center has an established symbiotic relationship with the Log Cabin Enterprises, Inc./Log Cabin Nursery. The Nursery is a 501(c)3 organization that has a contract with the City of Miami Beach to operate a sheltered worksite for developmentally disabled adults. The Nursery shares use of the City-owned property on which it is located with the Center. The Center and Nursery have a Memorandum Of Understanding that delineates a partnership agreement utilizing the Nursery as a sheltered worksite for ADT, SE and SIL clients. This joint use agreement is attached.

Evaluation Criteria

Qualifications	25%
Past Performance	25%
Methodology Approaches	25%
Proposed Fee/Compensation	20%
Absorption of Existing Staff	5%

RESOLUTION TO BE SUBMITTED

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, Approving the Issuance of Purchase Orders to Royce Parking Control Systems, Inc., the Sole Source Distributor of Federal APD Parking Equipment for Maintenance and Service of Revenue Control Parking Equipment in the Estimated Amount of $110,000.

Issue:

Shall the Commission Adopt the Resolution?

Item Summary/Recommendation:

The City of Miami Beach has invested over two million dollars in Federal APD Parking Revenue Control Equipment. In an effort to have consistency in reporting auditing and collection platforms, the City has chosen one system rather than blended systems throughout all of its parking facilities. This equipment is out of warranty (one year) and has been maintained over the last five years by Royce Parking Control Systems, Federal APD sole source service provider. Royce Parking Control Systems, Inc. is the only vendor that may furnish parking revenue control equipment that is compatible with the existing parking revenue control system.

ADOPT THE RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1	$9,300.00	142-6976-000325	
2	$90,800.00	480-0463-000325	
3	$9,900.00	463-1990-000325	
4			
Total	$110,000.00		

City Clerk's Office Legislative Tracking:

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SF_____	CMC_____	JMG_____

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AGENDA ITEM C7I

DATE 1-12-05

CITY OF MIAMI BEACH
CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE ISSUANCE OF PURCHASE ORDERS TO ROYCE PARKING CONTROL SYSTEMS, INC., THE SOLE SOURCE DISTRIBUTOR OF FEDERAL A.P.D. PARKING EQUIPMENT, FOR MAINTENANCE AND SERVICE OF REVENUE CONTROL PARKING EQUIPMENT IN CITY-OWNED GARAGES IN THE ESTIMATED AMOUNT OF $110,000.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

$110,000 Funding is available from the Parking Department Account Numbers 142-6976-000325, 480-0463-000325 and 463-1990-000325.

ANALYSIS

The City of Miami Beach has invested over two million dollars in Federal APD Parking Revenue Control Equipment. In an effort to have consistency in reporting auditing and collection platforms, the City has chosen one system rather than blended systems throughout all of its parking facilities. This equipment is out of warranty (one year) and has been maintained over the last five years by Royce Parking Control Systems, Federal APD sole source service provider. Royce Parking Control Systems, Inc. is the only vendor that may furnish parking revenue control equipment that is compatible with the existing parking revenue control system.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, adopt the attached resolution approving the issuance of purchase orders to Royce Parking Control Systems, Inc., the sole source distributor of Federal A.P.D. Parking Equipment in City-Owned Garages in the estimated amount of $110,000.

T: agenda/2005/Jan12/consent/RoyceMaintenance.doc

FEDERAL APD
Federal Signal Corporation

CERTIFIED
ISO 9001:2000

March 24, 2004

Re: Federal APD Distribution

To Whom It May Concern

This letter is to verify that Royce Parking Control Systems, Inc. is, by contract, the authorized representative for the products of Federal APD in the South Florida market. Federal APD requires that all distributors participate in a year end review of certain criteria for the current year, and to establish criteria for the following year. Under this plan, Royce has remained our South Florida distributor in good standing for 24 years, and is a 14 time member of the "President's Club". We anticipate that Royce will continue to be our South Florida distributor for many years to come.

Please call with any questions.

Sincerely,

H.B. Connors
Regional Manager
Federal APD
(407) 299-0731

cc: Royce Parking Control Systems

RESOLUTION TO BE SUBMITTED

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution authorizing a Mutual Aid Agreement between the City of Miami Beach and the Village of Key Biscayne that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

Issue:

Shall the City of Miami Beach execute a Mutual Aid Agreement with the Village of Key Biscayne that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations?

Item Summary/Recommendation:

The Administration recommends the adoption of this resolution that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations. The City of Miami Beach and the Village of Key Biscayne, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the Village of Key Biscayne Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7J

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE VILLAGE OF KEY BISCAYNE, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE VILLAGE OF KEY BISCAYNE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach and the Village of Key Biscayne, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the Village of Key Biscayne Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

The Mutual Aid Agreement will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

This Agreement will take effect when it is signed and will expire on January 1, 2010.

CONCLUSION

It is recommended that the Mayor and City Commission adopt this Resolution and authorize the signing of the Mutual Aid Agreement that will allow for the sharing of law enforcement resources.

JMG/DD/RM/PS/CN/HDC

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE VILLAGE OF KEY BISCAYNE, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE VILLAGE OF KEY BISCAYNE.

WHEREAS, it is the responsibility of the respective governments of the City of Miami Beach and the Village of Key Biscayne, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of the City of Miami Beach Police Department or the Village of Key Biscayne Police Department; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and the Village of Key Biscayne; and

WHEREAS, the City of Miami Beach and the Village of Key Biscayne have the authority under Chapter 23, Florida Statutes, "Florida Mutual Aid Act," to enter into the attached Mutual Aid Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor, or his designee, and City Clerk are authorized to execute the attached Mutual Aid Agreement with Village of Key Biscayne, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefits between the City of Miami Beach and the Village of Key Biscayne.

PASSED and ADOPTED this _____day of _____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION:

_____ 1-5-05
City Attorney Date

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MUTUAL AID AGREEMENT

Between the Miami Beach Police Department and the Village of Key Biscayne Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the Village of Key Biscayne, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **Village of Key Biscayne,** subdivisions of the State of Florida, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement

2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

3. Definitions:

   A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the Village of Key Biscayne Police Department.

C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the Village of Key Biscayne Police Department, or the Chief's designees.

D. **Participating municipal police department:** The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.

E. **Certified law enforcement employees**: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.

B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2010,** and under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____day of _____, 2005.

JORGE M. GONZALEZ City Manager City of Miami Beach, FL	JACQUELINE MENENDEZ Village Manager Village of Key Biscayne, FL
ATTEST:	ATTEST:
Robert Parcher CITY CLERK City of Miami Beach, FL	Conchita H. Alvarez CITY CLERK Village of Key Biscayne, FL

APPROVED AS TO FORM AND LANGUAGE AND FOR EXECUTION:

City Attorney City of Miami Beach, FL	Village Attorney Village of Key Biscayne, FL

JOINT DECLARATION
OF THE CHIEF OF THE VILLAGE OF KEY BISCAYNE POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or

- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the Village of Key Biscayne, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.

2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.

3. Any natural disaster.

4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

5. Terrorist activities including, but not limited to, acts of sabotage.

6. Escapes from or disturbances within detention facilities.

7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.

9. Enemy attack.

10. Transportation of evidence requiring security.

11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.

12. Security and escort duties for dignitaries.

13. Emergency situations in which one agency cannot perform its functional objective.

14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.

15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.

16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE:_____

_____
DONALD W. De LUCCA
Chief of Police
Miami Beach Police Department
Miami Beach, Florida

ATTEST:

_____
Robert Parcher
CITY CLERK
City of Miami Beach, FL

DATE:_____

_____
CHARLES PRESS
Chief of Police
Key Biscayne Police Department
Village of Key Biscayne, Florida

ATTEST:

_____
Conchita H. Alvarez
CITY CLERK
Village of Key Biscayne, FL

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution authorizing a Mutual Aid Agreement between the City of Miami Beach and Miami-Dade County that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

Issue:

Shall the City of Miami Beach execute a Mutual Aid Agreement with Miami-Dade County that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations?

Item Summary/Recommendation:

The Administration recommends the adoption of this resolution that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations. The City of Miami Beach and Miami-Dade County, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or Miami-Dade County Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7K

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH MIAMI-DADE COUNTY, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach and Miami-Dade County, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the Miami-Dade County Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

The Mutual Aid Agreement will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

This Agreement will take effect when it is signed and will expire on January 1, 2010.

CONCLUSION

It is recommended that the Mayor and City Commission adopt this Resolution and authorize the signing of the Mutual Aid Agreement that will allow for the sharing of law enforcement resources.

JMG/DD/RM/PS/CN/HDC

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH MIAMI-DADE COUNTY, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY.

WHEREAS, it is the responsibility of the respective governments of the City of Miami Beach and Miami-Dade County, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of the City of Miami Beach Police Department or Miami-Dade County Police Department; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and Miami-Dade County; and

WHEREAS, the City of Miami Beach and Miami-Dade County have the authority under Chapter 23, Florida Statutes, "Florida Mutual Aid Act," to enter into the attached Mutual Aid Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor, or his designee, and City Clerk are authorized to execute the attached Mutual Aid Agreement with Miami-Dade County, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefits between the City of Miami Beach and Miami-Dade County.

PASSED and ADOPTED this _____day of _____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION:

_____ 1-4-05
City Attorney (KT) Date

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MUTUAL AID AGREEMENT

Between Miami-Dade County and Participating

Municipal Police Departments

Whereas, it is the responsibility of the governments of Miami-Dade County, Florida, and the participating Miami-Dade County municipalities to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

Whereas, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Miami-Dade Police Department or the participating municipal police departments; and

Whereas, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the County of Miami-Dade and the participating Miami-Dade County municipalities; and

Whereas, Miami-Dade County and the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement;

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned representatives, in consideration

for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.

2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.

3. Definitions:

   a. Joint declaration: A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

   b. Agency or participating law enforcement agency: Either the Miami-Dade Police Department or the participating municipal police department.

c. Agency head: Either the Director of the Miami-Dade Police Department, or the Director's designees; and the Chief of Police of the participating municipal police department, or the Chief's designees.

d. Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of that municipality.

e. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a. In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required

to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to

same and shall pay any and all expenses incurred in the maintenance and operation of same.

c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d. All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification: The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

9. Effective Date and Duration: This Agreement shall be in effect from date of signing, through and including, January 1, 2010. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

10. Cancellation: This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this ____ day of _____ , 200___

_____ City Manager City of Miami Beach, Florida	_____ County Manager Miami-Dade County, Florida
ATTEST:	ATTEST:
_____ City Clerk City of Miami Beach, Florida	_____ County Clerk Miami-Dade County, Florida
APPROVED AS TO FORM AND LANGUAGE AND FOR EXECUTION	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
_____ City Attorney City of Miami Beach, Florida	_____ County Attorney Miami-Dade County, Florida

JOINT DECLARATION BETWEEN THE DIRECTOR OF THE MIAMI-DADE POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT.

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of Miami Beach and Miami-Dade County, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time as needs dictate by subsequent declarations.

1. Joint multijurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.

13. Emergency situations in which one agency cannot perform its functional objective.

14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.

15. Joint training in areas of mutual need.

16. Joint multijurisdictional marine interdiction operations.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Director/Chief of Police or designee.

2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.

3. Communications instructions will be included in each request for mutual aid and the Miami-Dade Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.

4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures.

Concurrent Jurisdiction:

It is to the mutual benefit of the City of Miami Beach Police Department and the Miami-Dade Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs (a) and (b) below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

a) Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and Miami-Dade County, Florida, excluding those areas within the territorial limits of municipalities not participating in this Joint Declaration and areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction, and provided that, in the context of this Joint Declaration, "official business outside of his or her jurisdiction" shall not include

routine patrol activities, preplanned operations, or undercover investigations.

b) Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and Miami-Dade County, Florida, excluding those areas within the territorial limits of municipalities not participating in this Joint Declaration and areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests and file the Return and Inventory.

Prior to any officer taking enforcement action pursuant to either paragraph (a) or (b) above, the officer shall notify the designated officer of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to subparagraph (a) above shall be processed and coded pursuant to directions of the Clerk of the Court, in such manner as to insure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

Pursuant to this Joint Declaration, the City of Miami Beach Police Department shall, before exercising concurrent jurisdiction, adopt as part of its agency's Standard Operating Procedures, the following Standard Operating Procedure For Concurrent Law Enforcement Jurisdiction:

STANDARD OPERATING PROCEDURE FOR CONCURRENT LAW ENFORCEMENT JURISDICTION

I. PURPOSE:

To provide specific guidelines for the use of concurrent law enforcement jurisdiction.

II. POLICY:

It shall be the policy of the City of Miami Beach Police Department that law enforcement officers may make arrests for felonies, misdemeanors and arrestable traffic offenses in unincorporated Miami-Dade County and within any municipality which participates in this Mutual Aid Agreement when the offense takes place in the officers' presence while officers are within their jurisdictions or while they are traveling from place to place on official business outside his or her jurisdiction, i.e., to or from court, or as a result of an investigation of any offense constituting a felony or act of Domestic Violence as defined in section 741.28, Florida Statutes, when the offense took place within the jurisdiction of the investigating officer. However, absent a search warrant, concurrent jurisdiction does not include authority to make forcible entries into private residences or businesses which are not open to the public, i.e., authority may only be exercised in places which are open to the public or with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests and file the Return and Inventory.

A. General Requirements:

1. Prior to taking any enforcement action, the officer shall notify the designated officer of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as possible.

2. All arrests made pursuant to this Mutual Aid Agreement shall be coded and processed in such manner as to ensure that any revenues or surcharges generated shall be directed to the jurisdiction in which the arrest was made.

3. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.

4. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does not include preplanned operations, undercover investigations, stings, or sweeps.

5. Officers shall not conduct routine patrol activities outside of their jurisdiction.

6. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency within whose jurisdiction the action was taken as soon as possible after the action has taken place.

7. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.

8. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

Donald De Lucca, Chief City of Miami Beach Police Department	Date
Robert Parker, Director Miami-Dade Police Department	Date
Harvey Ruvin County Clerk	Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution authorizing a Mutual Aid Agreement between the City of Miami Beach and the Village of El Portal that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

Issue:

Shall the City of Miami Beach execute a Mutual Aid Agreement with the Village of El Portal that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations?

Item Summary/Recommendation:

The Administration recommends the adoption of this resolution that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations. The City of Miami Beach and the Village of El Portal, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the Village of El Portal Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7L

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE VILLAGE OF EL PORTAL, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE VILLAGE OF EL PORTAL.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach and the Village of El Portal, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the Village of El Portal Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

The Mutual Aid Agreement will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

This Agreement will take effect when it is signed and will expire on January 1, 2010.

CONCLUSION

It is recommended that the Mayor and City Commission adopt this Resolution and authorize the signing of the Mutual Aid Agreement that will allow for the sharing of law enforcement resources.

JMG/DD/RM/PS/CN/HDC/HB.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE VILLAGE OF EL PORTAL, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE VILLAGE OF EL PORTAL.

WHEREAS, it is the responsibility of the respective governments of the City of Miami Beach and the Village of El Portal, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of the City of Miami Beach Police Department or the Village of El Portal Police Department; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and the Village of El Portal; and

WHEREAS, the City of Miami Beach and the Village of El Portal have the authority under Chapter 23, Florida Statutes, "Florida Mutual Aid Act," to enter into the attached Mutual Aid Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor, or his designee, and City Clerk are authorized to execute the attached Mutual Aid Agreement with the Village of El Portal, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefits between the City of Miami Beach and the Village of El Portal.

PASSED and ADOPTED this _____day of _____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION:

City Attorney 1-5-05 Date

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MUTUAL AID AGREEMENT

Between the Miami Beach Police Department and the Village of El Portal Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the Village of El Portal, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and **Village of El Portal**, subdivisions of the State of Florida, and their undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement

2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

3. Definitions:

   A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this

Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the Village of El Portal Police Department.

C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the Village of El Portal Police Department, or the Chief's designees.

D. **Participating municipal police department:** The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.

E. **Certified law enforcement employees**: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.

B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2010,** and under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____day of _____, 2005.

JORGE M. GONZALEZ City Manager City of Miami Beach, FL	STEVEN ALEXANDER Village Manager Village of El Portal, FL
ATTEST:	ATTEST:
Robert Parcher CITY CLERK City of Miami Beach, FL	Lenore Milan CITY CLERK Village of El Portal, FL

APPROVED AS TO FORM AND LANGUAGE AND FOR EXECUTION:

City Attorney RD City of Miami Beach, FL	Village Attorney Village of El Portal, FL

JOINT DECLARATION
OF THE CHIEF OF THE VILLAGE OF EL PORTAL POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or

- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the Village of El Portal, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.

2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.

3. Any natural disaster.

4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

5. Terrorist activities including, but not limited to, acts of sabotage.

6. Escapes from or disturbances within detention facilities.

7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.

9. Enemy attack.

10. Transportation of evidence requiring security.

11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.

12. Security and escort duties for dignitaries.

13. Emergency situations in which one agency cannot perform its functional objective.

14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.

15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.

16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

DATE:_____

_____
DONALD W. De LUCCA
Chief of Police
Miami Beach Police Department
Miami Beach, Florida

ATTEST:

_____
Robert Parcher
CITY CLERK
City of Miami Beach, FL

DATE:_____

_____
AMOS MECHANIC
Chief of Police
El Portal Police Department
Village of El Portal, Florida

ATTEST:

_____
Lenore Milan
CITY CLERK
Village of El Portal, FL

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution authorizing a Mutual Aid Agreement between the City of Miami Beach and the Town of Surfside that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

Issue:

Shall the City of Miami Beach execute a Mutual Aid Agreement with the Town of Surfside that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations?

Item Summary/Recommendation:

The Administration recommends the adoption of this resolution that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations. The City of Miami Beach and the Town of Surfside, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the Town of Surfside Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7M

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE TOWN OF SURFSIDE, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE TOWN OF SURFSIDE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach and the Town of Surfside, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the Town of Surfside Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

The Mutual Aid Agreement will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

This Agreement will take effect when it is signed and will expire on January 1, 2010.

CONCLUSION

It is recommended that the Mayor and City Commission adopt this Resolution and authorize the signing of the Mutual Aid Agreement that will allow for the sharing of law enforcement resources.

JMG/DD/RM/PS/CN/HDC

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE TOWN OF SURFSIDE, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE TOWN OF SURFSIDE.

WHEREAS, it is the responsibility of the respective governments of the City of Miami Beach and the Town of Surfside, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of the City of Miami Beach Police Department or the Town of Surfside Police Department; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and the Town of Surfside; and

WHEREAS, the City of Miami Beach and the Town of Surfside have the authority under Chapter 23, Florida Statutes, "Florida Mutual Aid Act," to enter into the attached Mutual Aid Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor, or his designee, and City Clerk are authorized to execute the attached Mutual Aid Agreement with Town of Surfside, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefits between the City of Miami Beach and the Town of Surfside.

PASSED and ADOPTED this _____day of _____, 2005.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION:

[signature] 1-6-05
City Attorney RD Date

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MUTUAL AID AGREEMENT

Between the Miami Beach Police Department and the Town of Surfside Police Department

WHEREAS, it is the responsibility of the governments of the City of Miami Beach, Florida, and the Town of Surfside, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Dade County municipalities; and

WHEREAS, the participating Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Miami Beach** and the **Town of Surfside**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement

2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.

3. Definitions:

   A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective

political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

B. **Agency or participating law enforcement agency:** Either the City of Miami Beach Police Department or the Town of Surfside Police Department.

C. **Agency Head:** Either the Chief of the City of Miami Beach Police Department, or the Chief's designees, and the Chief of Police of the Town of Surfside Police Department, or the Chief's designees.

D. **Participating municipal police department:** The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.

E. **Certified law enforcement employees**: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.

B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2010,** and under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____day of _____, 2005.

JORGE M. GONZALEZ City Manager City of Miami Beach, FL	JEFF SMOLANSKY Town Manager Town of Surfside, FL
ATTEST:	ATTEST:
Robert Parcher CITY CLERK City of Miami Beach, FL	Bella Carcasses CITY CLERK Town of Surfside, FL

APPROVED AS TO FORM AND LANGUAGE AND FOR EXECUTION:

City Attorney City of Miami Beach, FL	Village Attorney Town of Surfside, FL

JOINT DECLARATION OF THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT AND THE CHIEF OF THE CITY OF MIAMI BEACH POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or

- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the Town of Surfside, Florida, and the City of Miami Beach, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations.

2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.

3. Any natural disaster.

4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

5. Terrorist activities including, but not limited to, acts of sabotage.

6. Escapes from or disturbances within detention facilities.

7. Hostage and barricaded subject situations, and aircraft piracy.

8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls.

9. Enemy attack.

10. Transportation of evidence requiring security.

11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.

12. Security and escort duties for dignitaries.

13. Emergency situations in which one agency cannot perform its functional objective.

14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.

15. Joint training in areas of mutual need to include, but not limited to, firearms training and qualification; field force; SWAT; ATV; motorcycles; and marine patrol.

16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.

DATE:_____

_____
DONALD W. De LUCCA
Chief of Police
Miami Beach Police Department
Miami Beach, Florida

ATTEST:

_____
Robert Parcher
CITY CLERK
City of Miami Beach, FL

DATE:_____

_____
LAWRENCE BOEMLER
Chief of Police
Surfside Police Department
Town of Surfside, Florida

ATTEST:

_____
Bella Carcasses
CITY CLERK
Town of Surfside, Florida

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

Adopt the first amendment to the Fiscal Year (FY) 2003/2004 General Fund Budget to appropriate prior year encumbrances, and amend certain budgets.

Issue:

Whether to adopt the amendment?

Item Summary/Recommendation:

Adopt the resolution to amend the FY 2003/2004 General Fund Budget.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1	$ 322,970	General Fund - Fund Balance Reserve for encumbrances.	
2	809,621	General Fund Revenues Building Permits $94,129 Bldg Training Surcharge 303,709 Property Taxes 411,783 $809,621	
3			
4			
Total	$1,132,591		

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C7N

DATE 1-12-05

CITY OF MIAMI BEACH
CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE GENERAL FUND FISCAL YEAR (FY) 2003/2004 BUDGET TO APPROPRIATE PRIOR YEAR ENCUMBRANCES AND AMEND CERTAIN BUDGETS IN THE GENERAL FUND.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The first amendment to the FY 2003/2004 General Fund budget, appropriates funds to cover prior year encumbrances, and amends certain budgets.

A detailed review was performed to identify all outstanding prior year (PY) encumbrances that will require a carry forward of their funding from FY 2002/2003 to FY 2003/2004. This is required because certain services and capital items were purchased during FY 2002/2003 with FY 2002/2003 budgeted funds and were paid for during FY 2003/2004. We have identified PY encumbrances within the General Fund totaling $322,970. The source of funding for encumbrances within the General Fund has already been recognized as a reservation of Fund Balance and does not constitute additional expenditures or liabilities.

Details of the PY Encumbrances amendment follows:

Department	Reappropriation of PY Encumbrances	Purpose
GENERAL FUND		
INCREASED REVENUE APPROPRIATION		
Fund Balance - Reserved for Encumbrances	$322,970	
Total	**$322,970**	
INCREASED EXPENDITURE APPROPRIATION		
Parks & Recreation	$182,391	Capital
Finance	78,582	Professional Services, Capital
Econ. Development	17,908	Operating Expenses
City Clerk	15,192	Operating Expenses, Capital
Human Resources	7,500	Professional Services, Capital
City Attorney	11,161	Operating Expenses
Building	10,236	Operating Expenses
Total	**$322,970**	

In addition, LTC No. 326-2005 Analysis of Budget to Preliminary Actual Revenues and Expenses for the Year Ended September 30, 2004, reflects that the General Fund will have an overall operating budget surplus of $1,298,386. However, it is necessary to amend the appropriation for any department for which our year-end projections indicate will exceed its budget authorization. Therefore, the following departments budgets need to be increased:

The Building Department increase is due primarily to additional staffing approved at mid-year to meet the growing service demands of the construction industry as well as enhancements to computer systems. These costs ($397,838) will be funded from additional building permit revenues and the Building Training Surcharge. The following departmental increases will be funded from additional property tax revenues ($411,783). The Fire Department increase is due primarily to higher cash buyouts of unused sick leave

balances as well as overtime usage. The City Attorney's Office increase is due to additional outside legal fees. The Human Resources increase is due to costs associated with the reorganization of the department. The City Clerk's Office increase is due to costs associated with the run-off election. The Economic Development is due to unanticipated additional staffing costs.

INCREASED REVENUE APPROPRIATION

Building Permits	$94,129
Building Training Surcharge	303,709
Property Taxes	411,783
Total	**$809,621**

INCREASED EXPENDITURE APPROPRIATION

Building	$397,838
Fire	292,418
City Attorney	54,129
Human Resources	22,304
City Clerk	22,076
Economic Development	20,856
Total	**$809,621**

During FY 2003/2004 the Administration transferred the Ocean Rescue Division from the Parks and Recreation Department to the Fire Department. The Administration also created the Office of Budget and Performance Improvement (OBPI) which encompasses the functions of the Office of Management and Budget, Internal Audit, Grants Management, and Organizational Development. The budgets of these divisions were transferred to the newly created OBPI, as well as $130,197 transferred from the Human Resources Department for the organizational development function. These actions do not constitute additional expenditures.

The attached Resolution will allow the first amendment to departmental appropriations within the General Fund budget to be enacted. This action is necessary to comply with Florida Statutes which stipulate that we may not expend more than our appropriations provide.

JMG:KGB:JC

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE GENERAL FUND FISCAL YEAR (FY) 2003/2004 BUDGETS TO APPROPRIATE PRIOR YEAR ENCUMBRANCES AND AMEND CERTAIN BUDGETS IN THE GENERAL FUND.

WHEREAS, municipal budgeting practices require reappropriation of prior year (FY 2002/2003) outstanding encumbrances; and

WHEREAS, the Administration has performed a detailed review to determine if an increase in departmental appropriation is required to compensate for prior year encumbrances; and

WHEREAS, a determination has been made that functions within the General Fund totaling $322,970, require an increase in appropriations to cover prior year encumbrances carried forward in FY 2003/2004 that were reserved in the Designated Fund Balance; and

WHEREAS, in addition, functions within the General Fund require an amendment to their respective appropriation to address projected expenditures which will exceed their departmental budget; and

WHEREAS, in order to amend certain expenditure categories within the General Fund budget, an amendment of $809,621 is necessary to adjust certain budgets in the General Fund, with funding from Building Permits, Building Training Surcharge and Property Taxes; and

WHEREAS, during FY 2003/2004 the Administration transferred the Ocean Rescue Division from the Parks and Recreation Department to the Fire Department, and created the Office of Budget and Performance Improvement (OBPI) which encompasses the functions of the Office of Management and Budget, Internal Audit, Grants Management, and Organizational Development by transferring the individual budgets of these divisions as well as $130,197 from the Human Resources to OBPI. These actions do not constitute additional expenditures; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the first amendment to the Fiscal Year 2003/2004 General Fund budget is adopted as follows:

GENERAL FUND Revenues	FY 2003/2004 Adopted Budget	Dept. Re-org.	PY Encumb/ Increase	FY 2003/2004 Amended Budget
Ad Valorem Taxes	$ 68,168,976		$411,783	$ 68,580,759
Ad Valorem Taxes-Normandy Shores	81,758			81,758
Other Taxes	19,443,050			19,443,050
Licenses & Permits	11,003,905		397,838	11,401,743
Intergovernmental	11,464,000			11,464,000

GENERAL FUND Revenues (Continued)	FY 2003/2004 Adopted Budget	Dept. Re-org.	PY Encumb/ Increase	FY 2003/2004 Amended Budget
Charges for Services	5,925,965			5,925,965
Fines & Forfeits	1,758,677			1,758,677
Interest	2,800,000			2,800,000
Rents & Leases	2,477,385			2,477,385
Miscellaneous	6,080,374			6,080,374
Other -Resort Tax Contribution	16,318,450			16,318,450
Other - Non-Operating Revenues	6,839,896			6,839,896
Fund Balance	0		322,970	322,970
Total	$ 152,362,436	$ 0	$ 1,132,591	$ 153,495,027

Appropriations **Department/Function**				
Mayor & Commission	$ 1,164,053			$ 1,164,053
City Manager	1,837,838			1,837,838
Communications	234,928			234,928
City Clerk	1,364,398		37,268	1,401,666
Finance	3,249,728		78,582	3,328,310
Budget & Performance Improvement	1,162,067	130,197		1,292,264
Human Resources	1,502,603	(130,197)	29,804	1,402,210
Labor Relations	161,247			161,247
Procurement	676,106			676,106
City Attorney	3,095,528		65,290	3,160,818
Economic Development	836,400		38,764	875,164
Building	4,568,255		408,074	4,976,329
Planning	2,287,154			2,287,154
Tourism & Cultural Development	674,329			674,329
Bass Museum	1,140,450			1,140,450
Neighborhood Services	3,053,844			3,053,844
Parks & Recreation	24,969,837	(5,407,842)	182,391	19,744,386
Public Works	5,698,044			5,698,044
Capital Improvement Program	2,276,274			2,276,274
Fire	28,339,156	5,407,842	292,418	34,039,416
Police	56,504,946			56,504,946
Citywide Accounts	6,648,683			6,648,683
Operating Contingency	916,568			916,568
Total	**$ 152,362,436**	**$ 0**	**$ 1,132,591**	**$ 153,495,027**

PASSED and ADOPTED this 12th day of January, 2005.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 1-6-05 Date

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Accepting the City Manager's Recommendation Relative to the Ranking of Firms and Authorizing Negotiations Pursuant to RFQ No. 37-03/04 for PHASE I – Master Plan/Basis of Design Report (BODR) and Phase II Design Services for a Proposed Sixteenth Street Operational Improvements and Enhancement Project.

Issue:

Shall the City Commission accept the City Manager's recommendation relative to the ranking of firms and authorize negotiations?

Item Summary/Recommendation:

On June 9, 2004, the City Commission authorized the issuance of an RFQ to solicit qualifications of professional firms with the capability and experience to provide planning and engineering firms to perform Phase I-BODR and Phase II-design services for a proposed 16th Street Operational Improvements/Enhancements project, also known as Project #33 of the Miami Beach Municipal Mobility Plan (MMP) Project Bank.

In 1998, 16th Street was opened from Washington Avenue to Collins Avenue, as part of a public-private economic development initiative to bring the Loew's Hotel to Miami Beach. The street opening provided an additional and valuable east-west through corridor in South Beach and increased traffic significantly, but the physical condition of the corridor created problems with the north-south pedestrian traffic moving between the residential Flamingo Neighborhood to the commercial and City Center areas of Lincoln Road and 17th Street. This increase in traffic and the change in use of the corridor created by the 1998 street opening resulted in a reclassification of the 16th Street corridor by the State/Federal DOT from a local road to an urban collector road in the 2004 Federal Roadway Classification map. This reclassification qualified 16th Street for Federal Funding.

RFQ No. 37-03/04 was issued on August 18, 2004 with an opening date of October 8, 2004. The City received responses from eight firms:

The City Manager via Letter to Commission (LTC) No. 270-2004, appointed an Evaluation. The Committee members arrived at the following ranking order for each firm:

- First: McMahon and Associates
- Second: ConsulTech Transportation, Inc.
- Third: Chen and Associates

ACCEPT THE MANAGER'S RECOMMENDATION AND AUTHORIZE NEGOTIATIONS

Advisory Board Recommendation:

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Gus Lopez

Sign-Offs:

Department Director	Assistant City Manager	For City Manager
GL_____ FB_____	RCM_____	JMG_____

T:\AGENDA\2005\Jan1205\Consent\RFQ37-03-04-16th streetSummary.doc

AGENDA ITEM C7O

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

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 QUALIFICATIONS RECEIVED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 37-03/04, FOR PHASE I – MASTER PLAN/BASIS OF DESIGN REPORT (BODR) AND PHASE II DESIGN SERVICES FOR A PROPOSED SIXTEENTH STREET OPERATIONAL IMPROVEMENTS AND ENHANCEMENT PROJECT; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF MCMAHON AND ASSOCIATES, INC.; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF CONSULTECH TRANSPORTATION, INC.; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE SECOND-RANKED FIRM, FURTHER AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE THIRD-RANKED FIRM OF CHEN AND ASSOCIATES, INC.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The 16th Street Corridor, from Washington Avenue to SR 907/Alton Road and extending to Biscayne Bay, has not been resurfaced or improved for over 20 years. Consequently, the roadway, sidewalks, curbs and gutters are in poor condition, making the entire right-of-way unsuited and unsafe to handle the ever growing pedestrian and vehicular demands on the corridor. In addition, drainage improvements are required at certain spots that tend to flood under persistent and/or heavy rain conditions, with street flooding spilling into private properties.

In 1998, this originally local street was opened from Washington Avenue to Collins Avenue, as part of a public-private economic development initiative to bring the Loew's Hotel to Miami Beach.

The street opening provided an additional and valuable east-west through corridor in South Beach and increased traffic significantly, but the physical condition of the corridor created problems with the north-south pedestrian traffic moving between the residential Flamingo Neighborhood to the commercial and City Center areas of Lincoln Road and 17th Street. This increase in traffic, pedestrian and vehicular safety issues, and the change in use of the corridor created by the 1998 street opening, resulted in the 16th Street corridor being reclassified by the State/Federal DOT from a local road to an urban collector road in the 2004 Federal Roadway Classification map. This reclassification qualified 16th Street for Federal Funding.

Both the Miami Beach Comprehensive Plan and the Municipal Mobility Plan (MMP) include the 16th Street Operational Improvements/Enhancements Project as MMP Project #33. The Project is also an essential element of the South Beach Transportation Concurrency Management Area (SoBe TCMA) Plan.

The 16th Street Corridor Master Plan, Phase I, will conduct the necessary surveys, tests, data collection, pedestrian and traffic counts, road characteristics inventory (RCI), and analysis needed to prepare recommendations, conceptual design, preliminary cost estimates and timelines for the improvements and enhancements being proposed for the corridor, among them:

- Operational and safety improvements to the corridor, intersections and signalization and new street signs.
- Drainage, reconstruction or milling, resurfacing and striping of roadway, plus sidewalk, curb/gutter and new street lighting system improvements. Sixteenth Street was last resurfaced over 20 years ago.
- Feasibility of including a bicycle lane as the neighborhood's east-west connector to the Atlantic Greenway Trail (coastal bikeway system).
- Corridor enhancements such as traffic calming, bulb-outs, pedestrian crosswalks, shade streetscaping.

Phase II of the 16th Street Corridor Master Plan will be the design services which will be negotiated following the completion of Phase I.

In developing the Master Plan the following must be considered:

Livable Communities: The Master Plan will take into consideration the mixed-use character of the area and apply "livable community" principles to the Master Plan's preliminary design concepts to ensure that the neighborhood residents and area patrons (pedestrian, bicyclists, park & riders, etc.) will be safer and feel safer as they traverse 16th Street on their way to/from home, places of employment, shopping, entertainment, and sports/leisure activities.

Mobility: The Master Plan will also take into consideration the need for mobility through the corridor due to the arterial function of connecting the hotel area of SR A1A/Collins Avenue with SR 907/Alton Road, and the Flamingo Neighborhood to Lincoln Road and the City's Civic/Convention Center area.

The Master Plan recommendations will be based on results of a comprehensive study/analysis of the impacts to the road and adjacent areas, due to the corridor opening to Collins Avenue, back in 1998.

The Master Plan will also include a cost estimate, a preliminary project schedule, and an executive summary.

RFQ PROCESS

On June 9, 2004, the City Commission authorized the issuance of an RFQ to solicit the qualifications from professional firms with the capability and experience to provide planning and engineering firms to perform Phase I-BODR or planning and development and Phase II which will be the design process for a 16th Street Operational Improvements/Enhancements project, also known as Project #33 of the Miami Beach Municipal Mobility Plan (MMP) Project Bank

Funding for the project is from two grant sources in the total amount of $175,000. Resolution No. 2002-24907, dated June 19, 2002, authorized the City to submit a $75,000 grant application to the Metropolitan Planning Organization's Municipal Grant Program for the preparation of a master plan/basis of design report for a proposed 16th Street Operational Improvements/Enhancement Project. The grant award was in the amount of $45,000 in MPO funds, matched by $30,000 in Concurrency Mitigation Program/South Beach funds.

Resolution No. 2001-24587, dated September 20, 2001 authorized the City to submit a grant application to the State's Transportation Outreach Program (TOP) for the preparation of design plans for a proposed 16th Street Operational Improvements/ Enhancement Project , also known as Project #33 of the Miami Beach Municipal Mobility Plan. The total grant was $100,000 with $80,000 from State TOP funds matched by $20,000 in Concurrency Mitigation/South Beach funds.

RFQ No. 37-03/04 was issued on August 18, 2004 with an opening date of October 8, 2004. A pre-proposal conference to provide information to firms considering submitting a response was held on September 13, 2004. BidNet issued bid notices to 98 prospective proposers, resulting in 42 proposers requesting RFQ packages, which resulted in the receipt of the following eight (8) proposals from:

- Beiswenger, Hoch and Associates, Inc.;
- Bermello, Ajamil and Partners;

- Chen and Associates;
- ConsulTech Transportation, Inc.;
- EAC Consulting, Inc.;
- McMahon Associates, Inc.;
- R. J. Behar & Company, Inc.; and
- URS.

The City Manager via Letter to Commission (LTC) No. 270-2004, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Solomon Genet, Resident (Committee Chair)
- Marilyn Kramer, Resident
- Inez Flax, Resident
- Roberto Datorre, MBCDC President and Resident
- Michael Alvarez, Assistant Director, Public Works Department
- Diana Trettin, Senior Capital Projects Coordinator, CIP Office
- Steve Foren, Senior Planner, Planning Department

On November 4, 2004, the Committee convened. The Committee was provided information in reference to the project by Committee member Michael Alvarez, Assistant Director, Public Works Department, and a representative from the Procurement staff.
Additionally, the Committee reviewed references secured by the Procurement staff, and discussed the following RFQ evaluation criteria and weighted score, which was used to evaluate and rank the respondents:

- The ability of professional personnel; (25 Points)
- Whether a firm is a certified minority business enterprise; (10 Points)
- Past performance; (20 Points)
- Willingness to meet time and budget requirements; (10 Points)
- Location; (5 Points)
- Recent, current, and projected workloads of the firms; and (10 Points)
- The volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. (20 Points)

The Committee's consensus at the end of the meeting was to invite five (5) firms to provide a 15-minute presentation, followed by a 15-minute question and answer session. The five firms that were shortlisted were: McMahon Associates, Chen and Associates, Beiswenger, Hoch and Associates, Consul Tech Transportation, and URS.

Procurement staff coordinated and scheduled presentations for December 2, 2004. The Committee members convened on December 2, 2004, and were provided presentations by all five (5) short listed firms. One Committee member, Inez Flax, was unable to attend the

meeting and consequently unable to rank the firms, but nevertheless a quorum was present to proceed with the meeting.

After the firms' presentations, the Committee members ranked the firms accordingly:

Company Name	**Solomon Genet**	**Marilyn Kramer**	**Roberto Datorre**	**Michael Alvarez**	**Diana Trettin**	**Steve Foren**
Beiswenger, Hoch & Associates, Inc. (5)	86 (4)	74 (4)	81 (3)	63 (5)	76 (2)	85 (3)
Chen and Associates, Inc. **(3)**	89 (3)	78 (3)	90 (2)	83 (2)	75 (3)	88 (2)
Consul Tech Transportation, Inc. **(2)**	90 (2)	80 (2)	92 (1)	90 (1)	76 (2)	83 (4)
McMahon Associates, Inc. **(1)**	90 (2)	82 (1)	81 (3)	71 (3)	82 (1)	91 (1)
URS (4)	95 (1)	72 (5)	81 (3)	70 (4)	82 (1)	82 (5)

As per Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act, the Committee ranked no less than 3 firms.

LEGEND:

McMahon Associates, Inc.

3-1st place votes = 3x1=3
1-2nd place vote = 1x2-2
2-3rd place votes = 2x3=6
TOTAL = **11 = Ranked 1st**

ConsulTech Transportation, Inc.

2-1st place votes = 1x2=2
3-2nd place vote = 3x2=6
1-4th place vote = 1x4=4
TOTAL = **12=Ranked 2nd**

Chen and Associates, Inc.

3-2nd place votes = 3x2=6
3-3rd place vote = 3x3=9
TOTAL = **15=Ranked 3rd**

The firm of McMahon Associates, Inc. was deemed to be the first ranked firm based on the experience and qualifications of their team. McMahon Associates possess a vast experience in the planning, design, permitting and construction administration of infrastructure redevelopment projects in South Florida. McMahon's experience includes projects completed within the last two years for City of Fort Lauderdale, City of Deerfield Beach, City of Lauderhill, City of Fort Myers and many other entities. All these projects have been successfully completed with aggressive timeframes, multiple funding sources

and complex existing infrastructure.

McMahon's team is comprised of three highly specialized, local and nationally recognized firms: 1) Burns and McDonnell; 2) Edward D. Stone and Associates (EDSA); 3) Advance Consulting Engineering Services, Inc. (ACES); and 4) Craig A. Smith & Associates. These firms have been selected to provide their expertise on specific items that have been identified by the City of Miami Beach and/or existing site conditions. Burns and McDonnell will provide signing and pavement marking plans, traffic control plan design and lighting design services. The Edward D. Stone and Associates (EDSA) have been added to this team for their expertise in land planning, Landscape Architecture and Architecture services. Advance Consulting Engineering Services, Inc. will provide geotechnical services that may be needed as part of this project. Craig A. Smith & Associates will add their expertise in surveying and utility location services.

McMahon Associates, Inc will offer the following to the City of Miami Beach:

- 28 years of professional experience in South Florida
- Assigned experienced staff who are able to meet the project demands and schedules within the required budget
- All team members have worked together before on successful project completions
- Past and present high profile project experience gathered through the continuous projects performed throughout South Florida
- Assist the City, as required, with public involvement events to build consensus and support for the project
- Develop realistic project schedule that meets the City's needs and includes sufficient time for reviews and our in-house quality control procedures

RELATED EXPERIENCE
PROJECT MANAGER

Gerard A. Osborne, PE

Mr. Orborn's experience spans all facets of transportation engineering and development planning. He has over 20 years of experience in traffic engineering and master planning, having worked extensively in South Florida, the Caribbean, and the Pacific in both public and private capacities. He has a profound understanding of the unique transportation characteristics and needs of coastal and barrier-island communities, having most recently worked on master planning and traffic calming projects for the cities of Deerfield Beach and Fort Myers. His professional experience includes:

- Over 20 years experience in traffic engineering and master planning
- National and Municipal/Agency Infrastructure design experience:
  - SR-80/Palm Beach Blvd., City of Fort Myers, Florida
  - District Traffic Operations Studies Contract, FDOT District 6

- Broward Regional Park, City of Lauderhill
- Deerfield Beach CRA Master Plan Study, City of Deerfield, Florida
- SR-826 Improvement Program, FDOT Department of Transportation District 6

The following references were secured by the Procurement staff for McMahon Associates, Inc., they are follows:

Mr. Carlos P. Baia, Economic Development Manager
Deerfield Beach CRA Beach Area Study
City of Deerfield Beach, Florida
"McMahon is one of the best consulting firms the city has ever used. They are responsive, stay on budget and provide quality work."

Mr. Earl R. Hahn, AICP, Planning and Zoning Director
Broward Regional Park
City of Lauderhill, Florida
"McMahon provides a high quality product for reasonable price, is able to juggle various high priority City transportation studies, timely appears at meetings and hearings, and is thoroughly prepared. I would highly recommend the firm."

Mr. Robert Bostian, PE, Project Manager
SR-60 at 27th Avenue Intersection Improvements
FDOT, District 6
"McMahon performed well and responsive in regard to the SR-60 at 27th Avenue Intersection Improvements. "

Attached is an executive summary of McMahon's experience, qualifications, and similar projects.

CONCLUSION

The City Manager concurs with the Evaluation Committee's recommendation and recommends that the Mayor and City Commission approve their ranking of firms, and subsequently authorize the Administration to enter into negotiations with the top-ranked firm of McMahon and Associates, Inc.; and should the Administration not be able to negotiate an agreement with the top ranked firm, authorizing the Administration to negotiate with second-ranked firm of ConsulTech Transportation, Inc.; and should the Administration not be able to negotiate an agreement with the second-ranked firm, further authorizing the Administration to negotiate with the third-ranked firm of Chen and Associates, Inc.

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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 QUALIFICATIONS RECEIVED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 37-03/04 FOR PHASE I – MASTER PLAN/BASIS OF DESIGN REPORT (BODR) AND PHASE II DESIGN SERVICES FOR A PROPOSED SIXTEENTH STREET OPERATIONAL IMPROVEMENTS AND ENHANCEMENT PROJECT; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF MCMAHON AND ASSOCIATES, INC.; SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM CONSULTECH TRANSPORTATION, INC.; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE SECOND-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE THIRD-RANKED FIRM OF CHEN AND ASSOCIATES, INC.

WHEREAS, on June 9, 2004 the City Commission authorized the issuance of RFQ No. 37-03/04 to solicit qualifications from professional firms with the capability and experience to provide planning and engineering services, to perform Phase I-BODR and Phase II-Design Services for a 16th Street Operational Improvements/Enhancements Project (the RFQ); and

WHEREAS, Resolution No. 2004-25590, dated June 9, 2004, authorized the following funds to be appropriated for the BODR and design of the 16th Street Operational Corridor: $100,000 advancement by the City, to be reimbursed by Florida Department of Transportation (FDOT); $45,000 advancement by the City, to be reimbursed by the Miami-Dade Metropolitan Planning Organization (MPO); and $120,000 from Concurrency Mitigation/SoBe Funds; and

WHEREAS, the RFQ was issued on August 18, 2004 with an opening date of October 8, 2004; and

WHEREAS, eight (8) proposals were received in response to the RFQ, by the following firms:

- Beiswenger, Hoch and Associates, Inc.;
- Bermello, Ajamil and Partners;
- Chen and Associates;
- ConsulTech Transportation, Inc.;
- EAC Consulting, Inc.;
- McMahon Associates, Inc.;
- R. J. Behar & Company, Inc.;
- URS; and

WHEREAS, an Evaluation Committee was appointed by the City Manager via Letter to Commission (LTC) No. 270-2004 consisting of the following individuals:

- Solomon Genet, Resident (Committee Chair);
- Marilyn Kramer, Resident;
- Inez Flax, Resident;
- Roberto Datorre, MBCDC President and Resident;
- Michael Alvarez, Assistant Director, Public Works Department;
- Diana Trettin, Senior Capital Projects Coordinator, CIP Office;
- Steve Foren, Senior Planner, Planning Department; and

WHEREAS, on November 4, 2004, the Committee convened and discussed the qualifications and credentials of all eight firms, and the consensus at the end of the meeting was to shortlist five respondents to provide a 15 minute presentation, followed by a 15 minute question and answer session; and

WHEREAS, the Committee reconvened on December 2, 2004; upon completion of presentations by shortlisted firms the Committee members ranked the top three firms accordingly:

- First: McMahon Associates, Inc.;
- Second: ConsulTech Transportation, Inc.;
- Third: Chen and Associates, Inc.; and

WHEREAS, the City Manager has reviewed the Evaluation Committee's recommendation, and herein recommends that the Mayor and City Commission accept the Committee's recommendation, relative to the ranking of firms pursuant to RFQ No. 37-03/04 for Phase I – Master Plan/Basis of Design Report (BODR) and Phase II Design Services for a Proposed Sixteenth Street Operational Improvements and Enhancement Project, and enter into negotiations with the first-ranked firm of McMahon Associates, Inc.; if unsuccessful, negotiate with the second-ranked firm of ConsulTech Transportation, Inc.; and if unsuccessful, negotiate with the third-ranked firm of Chen and Associates, Inc.

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 accept the recommendation of the City Manager pertaining to the ranking of firms pursuant to RFQ No. 37-03/04; further authorize the Administration to enter into negotiations with the top-ranked firm of McMahon Associates, Inc.; should the Administration not be able to negotiate an Agreement with the top-ranked firm, authorize the Administration to negotiate with the second-ranked firm of ConsulTech Transportation, Inc.; and, should the Administration not be able to negotiate an Agreement with the second-ranked firm, authorize the Administration to negotiate with the third-ranked firm of Chen and Associates, Inc.

PASSED and **ADOPTED** this ____ day of _____, 2005.

ATTEST:

_____
MAYOR

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

_____
CITY CLERK

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City Attorney 1-7-05 **Date**

McMAHON ASSOCIATES, INC.
TRANSPORTATION ENGINEERS & PLANNERS
RESPONSIVE TRANSPORTATION SOLUTIONS

PRINCIPALS:
Joseph W. McMahon, P.E.
Rodney P. Plourde, Ph.D., P.E.
Joseph J. DeSantis, P.E., P.T.O.E.

ASSOCIATES:
John S. DePalma
Casey A. Moore, P.E.
William T. Steffens
Keith A. Bergman, P.E.
Gary R. McNaughton, P.E.

October 7, 2004

City of Miami Beach
City Hall – Procurement Division
1700 Convention Center Drive, Third Floor
Miami Beach, FL 33139

RE: Request for Qualifications RFQ No. 37-03/04
Phase I – Master Plan/Basis of Design Report (BODR) &
Phase II – Design Services for a Proposed 16th Street Operational Improvements & Enhancement Project
McM Project No. N04612.0P

Dear Sirs:

McMahon Associates, Inc. (McM) is pleased to submit one original and 10 copies of our qualifications and performance data in response to the request from the City of Miami Beach to provide Professional Transportation Engineering and Design Services for the above-referenced project. We have evaluated the requirements that were included in the RFQ No. 37-03/04, and have field reviewed the corridor.

Team Organization

We have assembled a highly qualified team of professionals, which meets the needs of this Request for Qualifications. Our team is comprised of local engineering firms, geotechnical, surveying, land planning/landscape architectural firms that have the skill, knowledge, and demonstrated past performance qualities of working with the City of Miami Beach. Another important aspect of our team is that the key personnel have all worked together before and are familiar with each other's work strategies. This will ensure a seamless coordination effort between the team and the City and will enable us to "hit the ground running" on this important project.

- ***McMahon Associates, Inc.*** – Prime Consultant, Fort Lauderdale and soon, Miami
  Overall project coordination and development of horizontal/vertical geometry, roadway construction plans, signal design and construction management services.
- ***Burns & McDonnell*** – Subconsultant, Coral Gables
  Signing and Pavement Marking Plans, Traffic Control Plan Design Services, and Lighting Design
- ***Advance Consulting Engineering Services, Inc. (ACES)*** – Subconsultant, Miami
  Geotechnical Services
- ***Craig A. Smith & Associates*** – Subconsultant, Pompano Beach
  Surveying and Utility Location Services

6360 NW 5th Way, Suite 301, Fort Lauderdale, Florida 33309 954.771.0776 fax 954.771.1754 email: fortlauderdale@mcmtrans.com
Main Office: 7741 North Military Trail, Suite 5, Palm Beach Gardens, Florida 33410 561.840.8650 fax: 561.840.8590 email: palmbeachgardens@mcmtrans.com
Regional Offices: Cape Coral, Florida Fort Washington, Exton & Harrisburg, Pennsylvania Boston, Massachusetts
www.mcmtrans.com
Established in 1976

- ***Edward D. Stone and Associates (EDSA)*** – Subconsultant, Fort Lauderdale
  Land Planning, Landscape Architecture and Architectural Services

We have worked with other consultant firms who have, and in some cases, are providing services to the City. We are friends with them and appreciate the contributions they have made to the modernization and beautification of Miami Beach. However, we believe strongly that the City will benefit from the McM Team's "fresh" look at the 16th Street Corridor. In particular, we are pleased to have EDSA on our team. Their world famous streetscape design concepts are uniquely tailored to each client's needs. Working with them as often as we do, on urban streetscapes, it still remains a thrill to see their creative, aesthetically pleasing concepts for inviting, pedestrian-friendly boulevards.

Burns and McDonnell is, of course, currently engaged in the Flamingo neighborhood infrastructure improvement project. Their wealth of local knowledge is an invaluable contribution to the team—offering us a knowledge base that is well ahead of the pack.

Craig A. Smith & Associates is well known to the City engineering staff. Their ground penetrating radar/radar tomography and survey crews have already completed projects within the City of Miami Beach, including Alton Road, where their unique non-intrusive radar tomography capabilities were invaluable aids in locating underground utilities.

ACES is a local DBE firm with offices in both Fort Lauderdale and Miami. They have provided geotechnical engineering services throughout South Florida and, more particularly, in the City of Miami Beach. They have always provided excellent service to their teammates, and we feel fortunate to have them join with us again for this project.

McM is also a local firm with over 28 years of experience in South Florida. Initially known primarily for our traffic engineering and transportation planning expertise, we have added highway design and construction management services. Over the last eight years, our design section in Florida has been so successful that it now rivals our transportation planning practice in the numbers of projects and clients served. As prime, we will be responsible for supervising all aspects of the project, with a particular emphasis in Phase I on transportation planning. In Phase II, we will have a primary focus on drainage, pavement design, roadway geometry and traffic signal plans.

Responsible Office

Because of our success in obtaining work with various municipalities within Miami-Dade County and our ongoing project work with District Six of the Florida Department of Transportation, we are establishing a local office in the Lennar Executive Center, which is due west of the City of Miami Beach, on SR-836 at 107th Avenue. We expect to occupy the new office on December 1, 2004. Until that time, we have established a project specific office sharing arrangement with Burns and McDonnell in their Coral Gables office. The simple fact is, we and our team members are committed to providing a local presence and have the knowledge and experience to execute this project in a timely and economical fashion.

Project Management

Our approach to this project will follow a few basic tenets to ensure the successful completion of the contract. Specifically, the McM Team will do the following:

- Provide proactive project management which will keep participation of the City staff to a minimum, unless staff chooses to become more involved;
- Provide a thorough review of the project with the City to develop a comprehensive scope of work;
- Develop a realistic project schedule that meets the City's needs and includes sufficient time for reviews and our in-house quality control procedures;
- Assign experienced staff who are able to meet the project demands and schedules within the required budget; and
- Assist the City, as required, with public involvement events to build consensus and support for the project.

To further simplify our approach to the project, and to foster a trusting working relationship with the City, all communication with the McM Team will be through a single point of contact. For Phase One, Master Plan Service/Basis of Design Report, Gerard A. Osborne, P.E., P.T.O.E. will be our Project Coordinator/Project Manager and, as such, will be responsible for all coordination between the City and the McM Team. Gerard has successfully managed other planning and traffic engineering projects and has a keen grasp of the technical and human factors that must be accommodated in a successful master plan. For Phase Two, Design Services, Patricia M. Barr, P.E. will be our Project Coordinator/Project Manager, and will be responsible for all coordination between the City and the McM Team. Tricia has successfully completed a number of urban corridor redevelopment projects in South Florida. She understands the problems that so often affect project schedules such as utility conflicts and aerial map inaccuracies. Given the extensive experience of these two professionals, it is our belief that their combined talents, training and experience will be well suited to managing the two primary phases of this project. With literally hundreds of other professionals in the South Florida offices of McM and our teammates, Gerard and Tricia will never lack for assistance in completing the tasks associated with this project.

Public Involvement

Projects such as the 16th Street Master Plan are important to the surrounding community. A well-planned and constructed project will enhance the urban landscape and improve resident's daily life. For this reason, it is critical that the public be involved in the planning process. Our team is accustomed to working with local stakeholders to ensure public "buy in" on the project plans. In addition to the meetings called for in the scope, we will be available to meet with area residents and business owners on an individual basis as needed. We can also provide a project page on your website that provides frequent updates to your residents on the status of the project and may even address frequently asked questions.

Cost Effective Approach

Because funding is always an issue, we will assist the City in their efforts to obtain funds for the construction project. However, perhaps the best thing we can do for the City is to provide a cost-effective approach to the planning and design process—resulting in a better product with a more manageable construction budget.

Schedule

The schedule proposed by City staff is well thought out and slightly aggressive. We like it! We will perform the required project tasks within your schedule.

We are pleased to submit these qualifications to the City of Miami Beach for the programmed improvements. The bottom line is, we have the best team and we want to work for you, the City of Miami Beach. You have our commitment to deliver professional and personalized service on time and with quality, while being sensitive to the budgetary nature of the contract.

Very truly yours,

Thomas A. Hall, Senior Project Manager
Office Manager

TAH/hsv
Enclosures

cc: Janine Cocker, Marketing Coordinator

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REQUEST FOR QUALIFICATIONS

Phase I – Master Plan/Basis of Design Report (BODR) and Phase II Design Services for a Proposed Sixteenth Street Operational Improvements and Enhancement Project

For

City of Miami Beach

Section 1.
Team Experience

McMAHON ASSOCIATES, INC.
TRANSPORTATION ENGINEERS & PLANNERS

RESPONSIVE
TRANSPORTATION
SOLUTIONS

SECTION 1 – TEAM EXPERIENCE

McMahon Associates, Inc. (McM) has been providing transportation and design services since its formation in 1976. The firm began as a small business enterprise dedicated to high quality and personalized client service. To better serve our clients the firm has grown in the last several years, both by size and geographic location. The firm maintains permanent offices in Palm Beach Gardens, Fort Lauderdale and Cape Coral, Florida; Philadelphia, Exton and Harrisburg, Pennsylvania; and Boston, Massachussets. In addition we anticipate having another office in Miami, Florida by the end of the year. Our practice has experienced an expansion in services, which now range from traffic studies, transportation statistics including roadway characteristics inventory (RCI) minor highway and signal design, to ITS, post design construction services, and public transportation. As a result of our recent development in the industry, we have ventured into structural and site engineering, topographic and land survey, GIS, and construction inspection. Through our rapid, yet successful development, we have remained dedicated to high quality, personalized client service.

Our diversified staff of transportation professionals have expertise in civil engineering services related to city-wide transportation planning and modeling services, traffic calming measures, traffic impact and operations studies, maintenance of traffic plans, conceptual design, and final design of traffic signals and roadways. We have provided these services to Florida clients for over 28 years. McM also offers master transportation planning, data collection programs, transportation surveys, environmental impact assessments, and public involvement programs. These specialized services have led to updates of comprehensive transportation plans, including capital improvement plans for City/County governments.

McM's mission continues to be our commitment to a caring work environment, which delivers responsive, and effective transportation solutions. McM takes pride in its use of state-of-the-art technology and the soundness and integrity of its practice. Functioning as an extension of our clients' staff for all of our projects, we extend these same values to the City of Miami Beach.

Responsible Office

Because of our success in obtaining work with various municipalities within Miami-Dade County and our ongoing project work with District Six of the Florida Department of Transportation, we are establishing a local office in the Lennar Executive Center, which is due west of the City of Miami Beach on SR-836 at 107th Avenue. We anticipate occupying the new office by the end of the year. Until that time, we have established a project specific office sharing arrangement with Burns and

McDonnell in their Coral Gables office. The simple fact is, our team members and we are committed to providing a local presence and have the knowledge and experience to execute this project in a timely and economical fashion.

To further simplify our approach to the project, and to foster a trusting working relationship with the City, all communication with the McM Team will be through a single point of contact. For Phase I, Master Plan Service/Basis of Design Report, Gerard A. Osborne, P.E., P.T.O.E. will be our Project Coordinator/Project Manager, and as such will be responsible for all coordination between the City and the McM Team. Gerard has successfully managed other planning and traffic engineering projects and has a keen grasp of the technical and human factors that must be accommodated in a successful master plan. For Phase II, Design Services, Patricia M. Barr, P.E. will be our Project Coordinator/Project Manager, and will be responsible for all coordination between the City and the McM Team. Tricia has successfully completed a number of urban corridor redevelopment projects in South Florida. She understands the problems that so often affect project schedules such as utility conflicts and aerial map inaccuracies. Given the extensive experience of these two professionals, it is our belief that their combined talents, training and experience will be well suited to managing the two primary phases of this project. With literally hundreds of other professionals in the South Florida offices of McM and our team mates, Gerard and Tricia will never lack for assistance in completing the tasks associated with this project. Mr. Osborne can be contacted at the address indicated below:

McMahon Associates, Inc.
6360 NW 5th Way, Suite 301
Fort Lauderdale, FL 33309
Phone (954) 771-0776
Fax: (954) 771-1754
E-mail: gerard.orsborne@mcmtrans.com

Assisting Mr. Osborne is Diana I. Ospina. A capable Project Manager in her own right, she will provide an additional depth of experience on Phase I of this important project.

Organizational Structure

As indicated above, we have organized a highly qualified team of professionals, well in excess of 75 years of combined transportation industry experience in Florida.

The services to be provided and the organizational structure are illustrated on the Organizational Chart and resumes of key staff on the following pages.

Miami Beach
All-America City
2003

CITY OF MIAMI BEACH

Phase I – Master Plan/Basis of Design Report
Phase II – Design Services for a Proposed 16th Street Operational Improvements & Enhancements

McMahon Associates Inc.
Responsive Transportation Solutions

Project Coordinator/Phase I Project Manager
Gerard A. Osborne, P.E., P.T.O.E.
Project Coordinator/Phase II Project Manager
Patricia M. Barr, P.E.

ACES, Inc
Consulting Engineers
Advance Consulting Engineering Services, Inc.

ACES
Azucena Z. Soto
Juan G. Soto, P.E.

Burns & McDonnell
SINCE 1898

Burns & McDonnell
Mauricio A. Paredes, P.E.
Ricardo Martinez, P.E.
Jose Vizcaino

CAS

Craig A. Smith & Associates
Richard H. Smith, PSM
Stephen C. Smith, P.E.
Robert J. Casey

EDSA
planners landscape architects graphic designers

EDSA
Joseph Lalli, FASLA
Kona A. Gray, ASLA

Key Staff Resumes

McMAHON ASSOCIATES, INC.
TRANSPORTATION ENGINEERS & PLANNERS

RESPONSIVE
TRANSPORTATION
SOLUTIONS

Professional Qualifications:

Traffic Management of Land Development, Northwestern University; Transportation Engineering, Georgia Tech; Traffic Detector Systems, University of Florida; Various Transportation/Engineering Courses, FDOT

Affiliations: American Society of Highway Engineers, Institute of Transportation Engineers

Experience Summary:

Tom Hall has professional experience serving public and private clients since 1974, in a variety of transportation engineering and planning matters. Mr. Hall's experience includes preparation of traffic impact studies, traffic signal warrant analyses, traffic signal and highway lighting construction plans, concurrency analyses, land use plan amendments and development site plans. His particular interest in traffic operations type improvements includes experience as consultant Project Manager for the Florida Department of Transportation's (FDOT) District 4 and 6 Traffic Operations Studies Contract. Mr. Hall is the Office Manager of McMahon's Fort Lauderdale office, and services as our Principal Transportation Manager for our Florida Traffic Engineering Services.

Mr. Hall has an extensive amount of experience in management of projects under the jurisdiction of the FDOT and Dade, Broward, Palm Beach, Martin, St. Lucie, Indian River and Polk Counties. Also his experience with agencies includes ongoing contact with local officials and staff. Previous experience includes traffic engineering consulting in South Florida with Miller Consulting, Inc., Hughes Hall Inc., Berry & Calvin, Inc. and Tinter Associates, Inc. and supervision of a traffic operations studies group for the FDOT.

Representative Projects

- **CityPlace,** *CityPlace Partners and the City of West Palm Beach*, West Palm Beach, FL
  Principal-In-Charge/Project Manager: Responsible for all aspects of vehicular and pedestrian traffic movements to and through this premier "New Urbanist" mixed-use, public/private development in downtown West Palm Beach, Florida. Located on the failed "Uptown-Downtown DRI" site on both sides of Okeechobee Boulevard west of Quadrille Boulevard, this $400,000,000 project created a new, 12 square block downtown that connects Clematis Street to the Kravis Center and the new Palm Beach County Convention Center. Everything from parking garage design to surface street widths and valet parking operations were studied and recommendations provided to the design team and contractors.

- **Port Everglades Master Plan,** *Broward County*, Broward County, FL
  Principal-In-Charge/Project Manager: Responsible for all aspects of surface transportation operations considered within Port Everglades as a part of their Long-range Master Plan. This included cargo access and storage, cruise passenger terminal operations, parking facilities, and transit terminal connections to the surface streets.

- **Port Everglades Security Plan,** *Broward County*, Broward County, FL
  Principal-In-Charge/Project Manager: Responsible for analyzing the impacts of proposed security gates on both external and internal roadways serving Port Everglades. Using Corsim, Synchro and Simtraffic software, a model of the Port roadways and adjacent external roadways was constructed. The number of security gates required on each access roadway serving the Port was evaluated and queue storage lengths were estimated. The analysis results were used by Port staff and the consultant team to determine the appropriate locations for the proposed security gates. In addition, the analysis of external roadway operations was used to demonstrate to surrounding communities that the effect of the Port Security Program was of minimal impact.

- **NW 5th Street Bridge PD&E Study,** *FDOT,* Miami, FL
  Vice President/Project Manager: Served as project manager for all aspects of the traffic and transportation analyses. The project examined the NW 5th Street Bridge crossing the Miami River in downtown Miami. Because the bridge was of an antiquated design, it negatively affected boat traffic on the river, a vital business concern in the City of Miami. Using license plate surveys, pedestrian/bicyclist surveys, origin and destination studies, multi-modal vehicle classification counts and conventional traffic counts, data was collected to determine the need to replace the existing bridge with a new structure. Although the business community's opinion was to remove the bridge entirely, the study revealed the local community's reliance on the bridge to facilitate movement across the river. Based on this analysis, it was determined that a new bridge be built that improved boat flow along the Miami River but did not sacrifice local citizen's access and mobility.

- **Fort Lauderdale Beach Moratorium Study,** *City of Fort Lauderdale*, Fort Lauderdale, FL
  Principal-In-Charge/Project Manager: Conducted a study of the Central Beach area, an approximately three-mile-long section of Fort Lauderdale, Florida. The study was commissioned by the City of Fort Lauderdale when, in response to resident concerns, all development in the Central Beach area was stopped. The primary issue considered by the study was whether SR-A1A could support the future traffic expected to be generated by new development. Because of the controversial halt to all development reviews, there was extreme interest on the part of both government and private landowners in obtaining study results in as short a time as possible. The entire study, which demonstrated that SR-A1A could accommodate the proposed additional development traffic, was completed in 90 days and, after review by City Staff, was unanimously approved by the City Commission.

- **Lauderdale Hotel/Condominium Traffic Study,** *Lauderdale Hotel, LLC,* Fort Lauderdale, FL
  Vice President/Project Manager: Prepared a traffic impact study for a new condominium tower on Fort Lauderdale Beach. The condominium replaced an existing hotel. As a part of this study, analyzed hurricane evacuation routes and times using the South Florida Regional Planning Council's Hurricane Evacuation Model.

Professional Qualifications:

MS, Florida State University, Civil Engineering, 1995; BS, University of the West Indies, Rep. Trinidad and Tobago, Civil Engineering, 1984

Registrations: Registered Professional Engineering, Florida, Registered Professional Transportation Operation Engineering 2004

Affiliations: Associate Member, Institute of Transportation Engineers; Member, Transportation Research Board

Experience Summary:

Gerard Osborne, P.E., P.T.O.E., has been in the transportation engineering field since 1984. Mr. Osborne's professional experience includes engineering and planning support services in the areas of infrastructure planning, master planning, traffic impact studies, operational analyses, data collection, demand forecasting, traffic analysis and micro-simulation modeling.

Representative Projects

- **SR-80/Palm Beach Blvd. Access Management,** *City of Fort Myers,* Fort Myers, FL
  Senior Project Engineer: Corridor improvements from Seaboard Street to Interstate I-75. The project includes Traffic Data Collection, Turning Movement Counts (TMC) at all intersections; FDOT Study/Reports of Planned Improvements, Traffic Signal plans for all intersections, accident history (for a three year period) and corridor right-of-way plans. All data was utilized to perform the Corridor Traffic Assessment and Access Management Planning. The project also included, an Access Management Plan and traffic signalization/intersection analysis.

- **Districtwide Traffic Operations Studies Contract**, *FDOT District 6,* Miami, FL
  Project Manager: This was a work order based contract to provide intersection evaluations, corridor analyses, signal warrant analyses, crash analyses, signal timing and phasing optimization and other such traffic-related services to FDOT. Because the turnaround time on such studies is short, an emphasis on speed and project quality control was maintained. A variety of improvement recommendations resulted from the studies. These recommendations are now being implemented by FDOT as a part of their Work Program.

- **Broward Regional Park**, *City of Lauderhill*, Broward County, FL
  Senior Transportation Engineer: Transportation impacts of a proposed multi-use facility, including regional park, cricket stadium, cultural center, library, hotel, and shopping center. Assessment and design of traffic access and circulation components, including special event traffic planning.

- **State Road 7 Corridor Study,** *City of Lauderhill,* Broward County, FL
  Senior Transportation Engineer: McM performed a corridor study of the entire length of SR-7/US-441 in the City of Lauderhill. The corridor is currently a six-lane divided highway, and a 200-foot wide right-of-way. The City is coordinating with Broward County and FDOT to develop a compromised right-of-way of approximately 154 feet, and will accommodate transit along the corridor. McM studied the corridor and several key signalized intersections. The approximate cost of the corridor improvements is planned to approach $15 million, and is scheduled for 2008.

- **Deerfield Beach CRA Master Plan Study,** *City of Deerfield Beach CRA,* Deerfield Bach, FL
  Senior Transportation Engineer: Developed a micro-simulation model of multiple alternative alignments for State Road A1A, in order to identify characteristics of the corridor. This alignment was the basis of the CRA study.

- **SR-826 Improvement Program,** *Florida Department of Transportation* District Six, Dade County, FL
  Transportation Engineer: This project consisted of operational analysis of alternative freeway, collector distributor and ramp roadway configurations for various segments and interchanges along SR-826. Analysis included travel demand modeling and micro-simulation modeling to determine the interaction between closely spaced interchanges with high existing and future traffic demand.

- **Miami-Dade County Public Schools,** *Miami-Dade County,* Miami-Dade, FL
  Transportation Engineer: Performed various traffic impact studies for the Miami-Dade County Public School system. Analyzed existing conditions, including trip generation and modal-split characteristics of similar type schools. Analyzed future year scenarios for optimal combinations of student drop-off/pick-up, traffic circulation and adjacent intersection modification schemes.

- **Jupiter Falls,** *Developers Diversified Realty,* Jupiter, FL
  Transportation Engineer: The projected consisted of 102 acres, of retail/office multi-use facilities, including 750,000 square feet of development, which impacted the transportation system, in an approximate five-mile radius around the site. The project required extensive data collection, analyzing over 30 traffic signals at the location, and developing a mitigation plan to ameliorate the traffic impacts. The project also required the development of roadway improvement plans, traffic signal plans and streetscape and lighting improvements. Of major significance on this project was the public/private partnership between the developer and Palm Beach County to build a 2-mile road, known as the Western Corridor. This corridor was a project started approximately 15 years ago between Palm Beach and Martin Counties. As a planned project, and funded by Palm Beach County, the incentive of the developer to get the roadway built to service the site, provided the benefit of providing local commuter traffic relief, as the successful element of the project.

Professional Qualifications:

Master of Science in Civil Engineering (Transportation), Florida International University; Bachelor of Science in Civil Engineering, National University of Colombia.

Affiliations: American Association of Colombian Engineers (AACE), Vice-President

Experience Summary:

Diana I. Ospina's transportation engineering experience began in 1991 and includes traffic engineering studies, traffic operational analysis, traffic impact studies, capacity analysis and multifaceted transportation projects for both public and private sector clients. Diana has also managed and participated in several research studies and complex transportation planning projects for USDOT, FTA, FDOT and consulting engineering firms. She currently provides transportation planning services such as travel demand forecasting, traffic signal warrant studies, interchange and intersection operational analysis, corridor studies, signal timing and traffic impact studies for proposed developments.

Representative Projects:

- **Roadway Federal Functional Classification (FFC)**, *FDOT District Six*, Miami, FL
  Senior Project Manager: This important project analyzed the existing FFC of all public roads within Miami-Dade and Monroe Counties and proposed a reclassification of roads showing significant changes since the last official classification in 1993. The project required extensive coordination with the Cities, Miami-Dade and Monroe Counties and the community.

- **Districtwide General Traffic Data Collection**, *FDOT District Six*, Miami, FL
  Senior Project Manager: Managed and conducted all aspects related to traffic data collection. The projects included manual and automatic traffic volume counts and classification, speed data, travel time and delay studies, saturation flow, gap size studies, accident and crash analyses, RHCs, RCIs, and HPMS. Additionally, the project required the preparation of traffic signal warrant summaries, intersection and corridor capacity analyses, and operational level of service analyses. Data collection, analysis results and findings and recommendations were documented in technical traffic reports.

- **Interventions to Promote Pedestrian Safety at Urban Intersections**, *FDOT District Six*, Miami, FL
  Project Engineer: The study included a comprehensive data collection and observations of pedestrian, bicycle and driver behaviors, and conflict at selected intersections in Miami Beach, Florida. The goal of the project was to identify major safety issues affecting the pedestrians and bicyclists at urban intersections.

- **Broward Regional Park**, *City of Lauderhill*, Broward County, FL
  Project Engineer: Transportation impacts of a proposed multi-use facility, including regional park, cricket stadium, cultural center, library, hotel, and shopping center. Assessment and design of traffic access and circulation components, including special event traffic planning.

- **I-395 Interim Access Improvements in Downtown Miami,** *FDOT District Six,* Miami, FL
  Senior Traffic Engineer: The study investigated the opportunities of improving access to and from I-395 to the Omni Area as well as to the Performing Arts Center in Downtown Miami. The study aims providing an interim solution to the access deficiencies plaguing I-395 by improving the circulation of the surrounding downtown street network. This was accomplished by converting NE 1st and 2nd Avenue from one-way to two-way circulation.

- **SR 836/I-395 Widening and Reconstruction from just West of NW 17th Avenue to the MacArthur Causeway Bridge PD&E Study,** *FDOT District Six,* Miami, FL
  Senior Traffic Engineer: Along I-395, several interchange alternatives were considered including an open-cut tunnel section at Biscayne Boulevard in Downtown Miami. The project also included potential interchange modifications at I-95 and other minor interchange locations along the SR-836 and I-395 corridors. Reports included a traffic technical memorandum including existing conditions analysis, traffic projections, proposed alternatives, and a preliminary engineering report.

- **NW 87th Avenue from NW 58th Street to just north of Okeechobee Road,** *FDOT District Six*, Miami, FL
  Senior Traffic Engineer: Study for a three-mile segment of this primary north/south urban arterial roadway. The study required a comprehensive analysis to continue the four lanes from NW 58th Ave to NW 103rd Street in Hialeah Gardens. The project included a thorough traffic data collection and analysis, access management study and documentation, public involvement, the production of a traffic technical memorandum, preliminary and final engineering reports and master plans.

Professional Qualifications:

Bachelor of Civil Engineering, Civil Engineering, Florida Institute of Technology, 1994

Registrations: Professional Engineer, FL, 1999, Professional Engineer PA, 2001; IMSA Work Zone Safety Specialist, Certificate No. ZZ24075; FDOT Level II Certified for Traffic Safety in the work area; FDOT Certified for Traffic Control Plan Design; FDOT Trained for Long Range Estimating; FDOT Trained for use of the TRNS*PORT

Affiliations: American Society of Highway Engineers (1999-2005 Board of Directors) (2000-2002 Treasurer) (2002-2004 President); American Society of Civil Engineers; Florida Engineering Society; Chi Epsilon

Experience Summary:

Carolyn Gish has been designing public transportation improvement projects since 1994. Her experience includes participation in all phases of roadway design projects. Completed tasks include the preparation of technical proposals and Resurfacing, Restoration, and Rehabilitation reports; presentations; pavement, roadway, maintenance of traffic, and signing and pavement marking design; CADD design; roadway, signing and marking, and signalization plans preparation per Florida Department of Transportation (FDOT), County and City guidelines; preparation of computation booklets; cost estimates, specifications packages and submittal.

Throughout her career, Ms. Gish has worked closely with the FDOT District Four on six minor design contracts and on several other projects including I-95 and Dixie Highway in Palm Beach County, and SR-5 (US-1) in Martin County. Ms. Gish is well versed in the latest computer highway design programs, and has proven her ability to produce complete contract documents for highway design contracts advertised by FDOT, Indian River County, Palm Beach County, Broward county and many municipalities throughout Florida. Her project management and design experience will enable McMahon Associates to effectively meet all requirements from all perspectives including design, scheduling, and product quality.

Representative Projects:

- **SR-810/Hillsboro Blvd.**, *City of Deerfield Beach,* Deerfield Beach, FL
  Senior Project Manager: As part of a Local Area Plan (LAP)/Joint Permit Application (JPA) project between the City of Deerfield Beach and FDOT, the City proposed to improve the Hillsboro Boulevard corridor, from Federal Highway to the Intracostal Waterway crossing. The project will require the development of an urban design, with on-street parking, sidewalks, bus bays, improved landscaping and highway lighting. The project was also coordinated with Broward County to have a modified trafficways right-of-way to facilitate the proposed project development. This project is an FDOT District Four permit project.

- **SR-80/Palm Beach Boulevard Access Management,** *City of Fort Myers,* Fort Myers, FL
  Senior Project Manager: Corridor improvements from Seaboard Street to Interstate I-75. The project includes Traffic Data Collection, Turning Movement Counts (TMC) at all intersections; FDOT Study/Reports of Planned Improvements, Traffic Signal plans for all intersections, accident history (for a three (3) year period) and corridor right-of-way plans. All data was utilized to perform the Corridor Traffic Assessment and Access Management Planning. The project also included, an Access Management Plan and traffic signalization/intersection analysis.

- **SR-824/Pembroke Road,** *FDOT District Four*, Broward County, FL
  Senior Project Manager: Corridor improvements from University Drive to SW 62nd Avenue. The project includes minor reconstruction, milling and resurfacing, and signalization upgrades to conform to RRR criteria. The project also dictates the need for a Resurfacing, Restoration and Rehabilitation Report, Community Awareness Plan, and an Access Management Plan. Public involvement is key in this project due to the high volume of residences adjacent to the corridor.

- **SR-5/US-1,** *FDOT District Four*, Indian River County, FL
  Senior Project Manager: Corridor improvements along 7.5 miles of SR-5 running through the City of Vero Beach and unincorporated Indian River County. The project includes developing the Resurfacing, Restoration, and Rehabilitation Report, Community Awareness Plan, and Access Management Plan. Design work includes minor reconstruction, drainage improvements, milling and resurfacing, signalization upgrades, utility and lighting relocation, and landscaping.

- **SR-858/Hallandale Beach Boulevard,** *FDOT District Four,* Broward County, FL
  Senior Project Manager: Corridor improvements from US-1 to Three Islands Boulevard. The project includes developing the Resurfacing, Restoration, and Rehabilitation Report, Community Awareness Plan, and Access Management Plan. Design work includes minor reconstruction, milling and resurfacing, signalization upgrades, landscaping, and utility relocation and lighting design. The intersection at US-1 and SR-858 required significant adjustments to the alignment along SR-858 in order to improve existing deficiencies.

- **SR-814/Atlantic Boulevard,** *FDOT District Four,* Broward County, FL
  Senior Project Manager: Corridor improvements from Dixie Highway to NE 3rd Avenue. The project includes minor reconstruction, milling and resurfacing, and signalization upgrades at three intersections. Included with the project are several roadway alternatives, as well as coordination with the City of Pompano Beach and public involvement.

- **Montgomeryville Lowes Roadway Improvements,** *Lowes Development Corporation,* Montgomery Township, Montgomery County, PA
  Project Manager: Designed and prepared plans for roadway and drainage improvements for Cowpath Road (SR-0463) and Bethlehem Pike (SR-0309) for revisions to a high volume entrance and corresponding roadway improvements. Prepared drainage report including drainage calculations for PennDOT approval. Coordinate with PennDOT for the approval of the plans and Traffic Report.

Professional Qualifications

Bachelor of Science in Engineering, Civil/Environmental Engineering Duke University, 1990

Registrations: Professional Engineer, Florida, 2000, PE-56925, FDOT Certified in Advanced Work Zone Traffic Control, FDOT trained in Long Range Estimating, FDOT trained for TRNS*PORT, FDOT trained in Specification Package Preparation

Experience Summary

Patricia Barr has been designing public transportation improvement projects and site improvements since 1991. Her experience ranges from roadway widening/improvement projects for the cities of Miami, South Beach, and Deerfield Beach, as well as various site developments throughout South Florida. Ms. Barr's experience also includes upgrades for power plant facilities including buildings, parking lots, roadways, and site drainage. She is currently managing projects involving roadway geometric design, traffic signal design, and intersection operational studies/design associated with roadway improvement plans for DOT, County and City governments. In the capacity of Project Manager, she is responsible for design, coordination, development of mast arm designs and construction plans, as well as post-design services associated with those projects.

Representative Projects

- **SW 120th Street and SW 123rd Passage Signalization**, *Miami Dade County*, Miami, FL
  Project Manager: Design of a new traffic signal along Miami-Dade's SW 120th Street corridor. Project elements included mast arm design, signal timing, video detection, permit coordination, shop drawing review and post design services were provided during construction.

- **SR-858/Hallandale Beach Boulevard,** *FDOT District Four,* Hallandale Beach, FL
  Project Manager: Corridor improvements from US-1 to Three Islands Boulevard. The project includes developing the Resurfacing, Restoration, and Rehabilitation Report, Community Awareness Plan, and conceptual designs for the initial plan of work. Later work includes minor reconstruction, milling, and resurfacing, signalization upgrades, and utility and lighting relocation. The intersection at US-1 and SR-858 requires significant adjustments to the alignment along SR-858 in order to improve existing deficiencies.

- **SR-814/Atlantic Boulevard,** *FDOT District Four*, Broward County, FL
  Project Manager: Corridor improvements from Dixie Highway to NE 3rd Avenue. The project includes minor reconstruction, median modifications, milling and resurfacing, and signalization upgrades at three intersections. Included with the project are several roadway alternatives. Public involvement is also an essential part of this project.

- **SR-5/US-1**, *FDOT District Four*, Indian River County, FL
  Project Manager: Corridor improvements along 7.5 miles of SR-5 running through the City of Vero Beach and unincorporated Indian River County. The project includes developing the Resurfacing, Restoration, and Rehabilitation Report, Community Awareness Plan, and Access Management Plan. Design work includes minor reconstruction, drainage improvements, milling and resurfacing, signalization upgrades, and utility and lighting relocation.

- **SR-824/Pembroke Road**, *FDOT District Four*, Broward County, FL
  Project Manager: Corridor improvements from University Drive to SW 62nd Avenue. The project includes minor reconstruction, milling and resurfacing, and signalization upgrades to conform to RRR criteria. The project also dictates the need for a Resurfacing, Restoration and Rehabilitation Report, Community Awareness Plan, and an Access Management Plan. Public involvement is key in this project due to the high volume of residences adjacent to the corridor.

- **Indiantown Road/Western Corridor Traffic Signal**, *Schickedanz Capital Group*, Jupiter, FL
  Project Manager: Prepared traffic signal permit plans for the new traffic signal to be installed at Indiantown Road and Western Corridor in the Town of Jupiter. The intersection is just east of I-95, as part of a project joint agreement between Palm Beach and Martin Counties. The Western Corridor is a corridor that had been in the planning stages for over 15 years. The partnership with the developer and the counties to build this four-lane arterial was precipitated by increased demand in the area to provide improved access to I-95 from the northern part of Palm Beach County.

- **Floresta Drive Corridor**, *City of Port St. Lucie*, Port St. Lucie, FL
  Project Manager: McM performed a corridor study of Floresta Drive, an existing two-lane undivided corridor, which is a major north-south arterial, centrally located within the City of Port St. Lucie's boundary. The City is considering the widening of Floresta Drive from the existing two-lane undivided to four-lane divided between Port St. Lucie Boulevard and Prima Vista Boulevard. The project length is approximately 2.5 miles. The project corridor study considered several alternatives, as the planned future extension of West Virginia Avenue, would severely affect the corridor, by accessing the barrier island from the east.

- **Oakland Park Boulevard/Inverrary Boulevard West**, *City of Lauderhill*, Broward County, FL
  Project Engineer: Analyzed the existing and future travel demand at the intersection to evaluate the affects of left-turn/right-turn lane additions, offset intersection improvements and traffic signal modifications. A traffic operational/safety analysis was performed and a double left-turn lane, southbound on Inverrary Boulevard West, was included with geometric improvements and signalization upgrades at the intersection. Coordination was required with Broward County Traffic Engineering and FDOT to facilitate the improvements.

- **SR-60 at 27th Avenue Improvements (Indian River County)**, *FDOT District Four*, Vero Beach, FL
  Project Engineer: Intersection improvements including milling and resurfacing, widening, minor reconstruction, restriping, signalization upgrades, median modifications, and ADA upgrades. This project included extensive public involvement and coordination with adjacent projects. McM was awarded post Design Services for the intersection construction as well as the construction of more than half a mile of 27th Avenue that was constructed simultaneously.

- **Coral Manor Neighborhood Traffic Calming Plan,** Deerfield Beach, FL
  Project Manager: Developed conceptual plans for a multi-phased traffic calming project. The project began with public involvement, field observations, condition surveys and development of conceptual traffic calming plans and associated costs.

SECTION 2 – PROJECT MANAGER EXPERIENCE

Due to the difference in nature between Phase I and Phase II of this project, there will be two separate project managers responsible for each of the two phases of this project. The two project managers will work closely together from the initial planning phase through construction. The Phase I Project Manager will be Gerard A. Osborne, P.E., P.T.O.E. The Phase II Project Manager will be Patricia M. Barr, P.E. Both Mr. Osborne and Ms. Barr have greater than 10 years of experience and have served as project manager on at least three similar projects. Below is a comprehensive summary of both Mr. Osborne's experience and qualifications and Ms. Barr's experience and qualifications.

Gerard A. Osborne, P.E., P.T.O.E. – Gerard Osborne's experience spans all facets of transportation engineering and developmental planning, and he is highly qualified to serve as Project Manager for Phase I of this project. Mr. Osborne has 20 years experience in traffic engineering and master planning, having worked extensively in South Florida, the Caribbean, and the Pacific in both public and private capacities. He has a profound understanding of the unique transportation characteristics and needs of coastal and barrier-island communities, having most recently worked on master planning and traffic calming projects for the cities of Deerfield Beach and Fort Myers. His professional experience includes engineering and planning project management in the areas of infrastructure planning, master planning, traffic impact studies, operational analyses, data collection, demand forecasting, traffic analysis and micro-simulation modeling. Mr. Osborne is an 11-year resident of Miami-Dade County, and is currently a Project Manager on the FDOT District VI Districtwide Traffic Operations and Safety Program. He is thus intimately familiar with local traffic operations and safety issues, and would bring this invaluable knowledge and experience to this project.

Patricia M. Barr, P.E. – Since graduating from Duke University, Ms. Barr has been involved in all aspects of transportation and roadway improvement projects, from conception to design and, ultimately, construction services. Her experience ranges from large-scale site improvement projects for Florida Power and Light to roadway design for such entities as the Florida Department of Transportation, South Beach, Miami-Dade and Deerfield Beach. Although her entire career has been spent in South Florida, Ms. Barr has been able to adapt quickly to varying job requirements and has successfully participated in projects spanning from Philadelphia to Boston. Recently, she has managed several major projects for FDOT, including two roadway rehabilitation projects along Hallandale Beach Boulevard in the City of Hallandale Beach, a safety project on Atlantic Boulevard in Pompano Beach, and over seven miles of roadway improvements to US-1 in Indian River County. Aspects of these projects included conceptual design and report preparation, roadway geometrics, signing and marking, maintenance of traffic, signalization, lighting, and drainage. In addition, her earlier experience in intersection operational studies has allowed Ms. Barr to understand and implement the FDOT's vision so that the ultimate customer, drivers, benefit from the safest, most effective utilization of the public right-of-way. As a project manager, Ms. Barr has been responsible for project budgets and schedules, as well as overseeing the work of large teams and coordinating all critical decisions as a primary point of contact to the clients. She has proven she can do so efficiently and economically.

SECTION 3 – SIMILAR PROJECTS

McM has been providing professional transportation engineering services in South Florida for over 28 years. Our experience has ranged from the development of traffic impact studies, corridor planning, and access management, to conceptual engineering alternative evaluations and roadway design projects. Design projects required supplemental specialty services such as right-of-way/easement acquisition, street lighting, landscaping enhancement and traffic signalization improvements. Knowledge in today's opportunities to capture special funds from government entities, McM has also participated on projects by drafting and securing grants for local governmental bodies.

In the following pages, we have assembled a group of projects which demonstrate the experience of our engineers and technicians on projects that best match the requirements of the request for professional consulting services, as advertised by the City of Miami Beach. These projects represent a balance of our traffic engineering and design experience which will be invaluable to the City, as specific projects move from the planning and preliminary engineering stage into preparation of construction documents. This expertise, coupled with our team's depth, will provide the comprehensive know-how to assist the City in implementation of their plans/programs.

Similar Projects

1. **Project Name:** Hillsboro Boulevard Streetscape
   Client: City of Deerfield Beach
   Address: 150 NE Second Avenue
   City, State, Zip: Deerfield Beach, FL 33441-3598
   Contact: Larry R. Deetjen, City Manager
   Telephone/Fax No.: (954) 480-4263/ (954) 480-4268
   Consultant Fee/Construction Fee: $87,000/$700,000
   E-mail: ldeetjen@deerfield-beach.com
   Start/Completion: 2000/2004
   McM Staff Assigned to Project:
   Carolyn Gish, P.E., Project Manager
   Patricia M. Barr, P.E., Senior Project Engineer, Signal Design
   Etienne Bourgeois, P.E., Project Engineer
   Ali Asghar, Project Engineer

Scope of Work:
As part of a Local Area Plan (LAP)/Joint Permit Application (JPA) project between the City of Deerfield Beach and FDOT, the City proposed to improve the Hillsboro Boulevard corridor, from Federal Highway to the Intracostal Waterway crossing. The project will require the development of an urban design, with on-street parking, sidewalks, bus bays, improved landscaping and

highway lighting. The project was also coordinated with Broward County to have a modified trafficways right-of-way to facilitate the proposed project development. This project is an FDOT District Four permit project.

Our services include traffic analysis, access management elevations, project traffic forecasting, traffic control plans preparation, traffic signal design and plans preparation, signing and pavement marking plans preparation, lighting design, and public involvement. The limits begin at Federal Highway, US-1/SR-5, and extend east, approximately 0.67 miles, to the approach of the Intracoastal Bridge. The construction Phase of this project, when complete, will include a Final Traffic Report, Phase I Plan Submittal, Phase II Plan Submittal, and Final As-Built Plans.

2. **Project Name**: Deerfield Beach CRA Beach Area Study
   Client: City of Deerfield Beach
   Address: 150 NE Second Avenue
   City, State, Zip: Deerfield Beach, Fl 33441
   Contact: Carlos P. Baia, Economic Dev. Manager
   Telephone/Fax No.: (954) 480-4222/(954) 480-4499
   Consultant Fee/Construction Fee: $165,000/$11M
   E-mail: cbaia@deerfield-beach.com
   Start/Completion: 2003/2004
   McM Staff Assigned to Project:
   Gerard A. Osborne, P.E., P.T.O.E., Senior Project Engineer
   Ali Asghar, Project Engineer
   Natalia McGuckian, E.I., Project Engineer

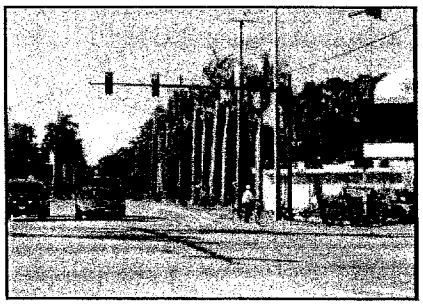
Scope of Work:

McMahon Associates, Inc. as the Prime consultant is responsible for overall project management, coordination with the City, public/community involvement, traffic analysis, and development of a master transportation plan for improving efficient and effective vehicular traffic circulation. In addition, we will address the access and safety of pedestrian and bicycle circulation to the beach area. This project includes a two-step process of neighborhood/public involvement for education and review of impacts on potential traffic alternative measures early on in the project, and then reaction and feedback on specific traffic plan improvements upon development.

3. **Project Name**: SR-80 Access Management Interstate 75 to Fowler Street
   Client: City of Fort Myers
   Address: 2200 Second Street
   City, State, Zip: Fort Myers, FL 33902-2217
   Contact: Saeed Kazemi P.E., City Engineer
   Telephone/Fax No.: (239) 332-6830/(239) 332-6604
   Consultant Fee/Construction Fee: $90,000/$2.5M

E-mail: skazemi@cityftmyers.com
Start/Completion: 2003/2004
McM Staff Assigned to Project:
Gerard A. Osborne, P.E., P.T.O.E., Senior Project Engineer
Diana I. Ospina, Senior Project Engineer
Ali Asghar, Project Engineer
Natalia McGuckian, E.I., Project Engineer
John Jay Maliff, AICP, Senior Project Planner

Scope of Work:
The City of Fort Myers, requested that the current project, Streetscape/Access Management for SR-80/Palm Beach Boulevard, be modified to include an evaluation of the traffic impact from local development impacts on the local roadway network. This project is also related to the plans for elimination of the one-way roadway around the City in the vicinity of the project. The outcome will be a plan that includes the development of a professional roadway cross-section and a capital improvement plan.



4. **Project Name:** Broward Regional Park
Client: City of Lauderhill
Address: 2000 City Hall Drive
City, State, Zip: Lauderhill, FL 33313
Contact: Earl R. Hahn, AICP, Planning & Zoning Director
Telephone/Fax No.: (954) 730-3054/(954) 730-2991
Consultant Fee/Construction Fee: $600,000/$30M
E-mail: ehahn@lauderhill-fl.gov
Start/Completion: 2003/2005
McM Staff Assigned to Project:
Gerard A. Osborne, P.E., P.T.O.E., Senior Project Engineer
Diana I. Ospina, Project Engineer
Ali Asghar, Project Engineer
Natalia McGuckian, E.I., Project Engineer

Scope of Work:
McMahon Associates, Inc. is coordinating jointly with Broward County Parks and providing services for the evaluation of the traffic impacts associated with the proposed, approximate 110-acre, Central County Regional Park, which is planned to open by 2006. The traffic impacts will be measured based on traffic operational conditions, safety issues and geometric enhancement needs within the surrounding roadway network by the projected opening year. McMahon Associates, Inc. provided Data Collection, Project Traffic Forecasting, Preliminary Traffic Projections, Trip Generation Analysis, Trip Distribution and Assignment, Traffic Analysis/FDOT Access Management, FDOT VAC Permits for SR-7/Sunrise Boulevard Project Coordination and Deliverables.

5. **Project Name:** Citywide Traffic Calming/Mitigation
   Client: City of Coral Gables
   Address: 285 Aragon Avenue
   City, State, Zip: Coral Gables, FL 33134
   Contact: Alberto Delgado, Director of Public Works
   Telephone/Fax No.: (305)460-5001
   Consultant Fee/Construction Fee: $65,000/$500,000
   E-mail: adelgado@cgables.com
   Start/Completion: 1998/1999
   McM Staff Assigned to Project:
   Carolyn Gish, P.E., Senior Project Manager
   Patricia M. Barr, P.E., Project Manager

Scope of Work:

McM provided a citywide conceptual transportation plan, which included the development of traffic calming measures to address intrusive traffic patterns through the various neighborhoods, to the City of Coral Gables. The primary focus of the study is related to identifying the transportation issues and applying traffic calming techniques to alleviate such problems as heavy traffic volume, cut-through traffic into neighborhoods, and speeding. A second phase of the project is addressing transportation improvements to intersections, transit and bicycle/sidewalk trails. Additionally, this study addressed a complete transportation system for pedestrian and bicycle facility's improvements, which provided links amongst the many diverse neighborhoods within the City with other public facilities. The links included parks and public schools, as well as the University of Miami.

6. **Project Name:** Traffic Calming Plan
   Client: City of Deerfield Beach
   Address: 150 NE Second Avenue
   City, State, Zip: Deerfield Beach, FL 33441-3598
   Contact: Larry R. Deetjen, City Manager
   Telephone/Fax No.: (954) 480-4263/(954) 480-4268
   Consultant Fee/Construction Fee: $275,000/$2M
   E-mail: ldeetjen@deerfield-beach.com
   Start/Completion: 2002/2004
   McM Staff Assigned to Project:
   Carolyn Gish, P.E., Senior Project Manager
   Patricia M. Barr, P.E., Project Manager
   Etienne Bourgeois, P.E., Senior Project Engineer
   John Jay Maliff, AICP, Senior Project Planner

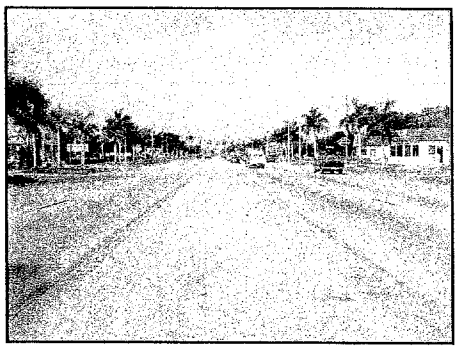
Scope of Work:

Conducted speeding and stop sign running data collection to examine problems in several neighborhoods including the Northeast Communities, Northwest Communities, Pioneer Park and the Cove neighborhoods. McM's responsibilities included conducting committee meetings for

the various neighborhoods, presenting PowerPoint presentations detailing the results of the data collection analysis and providing recommendations for implementing traffic calming in the problem areas of each neighborhood. Participated in public workshops. Prepared the Traffic Study report and the final report covering the traffic calming process from its inception to the final recommendations, including several committee meetings and two public workshops.

7. **Project Name**: City-wide Traffic Study/Traffic Calming
   Client: City of Fort Myers
   Address: 2200 Second Street
   City, State, Zip: Fort Myers, FL 33902-2217
   Contact: Saeed Kazemi P. E., City Engineer
   Telephone/Fax No.: (239) 332-6830/(239) 332-6604
   Consultant Fee/Construction Fee: $200,000/$3M
   E-mail: skazemi@cityftmyers.com
   Start/Completion: 2002/2003
   McM Staff Assigned to Project:
   Carolyn Gish, P.E., Senior Project Manager
   Patricia M. Barr, P.E., Project Manager
   John Jay Maliff, AICP, Senior Project Planner

Scope of Work:



Citywide Traffic Study, which involved five Wards and various neighborhood committees, to address speeding, cut-through traffic, and significant increase in traffic growth over the last several years. The study included a significant level of public involvement, and development of a Comprehensive Citywide Traffic Calming Plan. The plan also included developing standards to address future traffic calming needs in the City. In addition to the Traffic Calming McMahon Associates, Inc. also provided corridor improvements from Seaboard Street to Interstate I-75. The project includes Traffic Data Collection, Turning Movement Counts at all intersections; FDOT Study/Reports of Planned Improvements, Traffic Signal plans for all intersections, accident history (for a three (3) year period) and corridor right-of-way plans. All data was utilized to perform the Corridor Traffic Assessment and Access Management Planning. The project also included, an Access Management Plan and traffic signalization/intersection analysis.

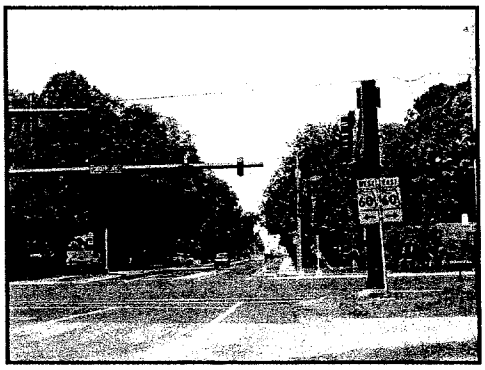
8. **Project Name**: SR-60 at 27th Avenue Intersection Improvements
   Client: Florida Department of Transportation
   Address: 3400 West Commercial Boulevard
   City, State, Zip: Fort Lauderdale, FL 33309
   Contact: Robert Bostian, P.E., Section Leader
   Telephone/Fax No.: (954) 777-4427/(954) 777-4634
   Consultant Fee/Construction Fee: $165,000/$980,000
   E-mail: robert.bostian@dot.state.fl.us

Start/Completion: 2002/2004

McM Staff Assigned to Project:

Carolyn Gish, P.E., Project Manager
Patricia M. Barr, P.E., Senior Project Engineer, Signal Design
Alberto T. Zuniga, P.E., Senior Project Engineer, Roadway/Drainage Design

Scope of Work:



This project was coordinated with an adjoining FDOT, Joint Agreement Project along 27th Avenue. The project involved complete pavement restoration, minor reconstruction, milling and resurfacing, sidewalk improvements, ADA compliance upgrades, drainage improvements, traffic signalization and landscape improvements. A unique aspect of the design process was the coordination of the traffic control plan, because the two (2) projects were being constructed simultaneously. McM coordinated, through the Department and the City of Vero Beach, the development of construction sequencing to avoid detours during construction. Major canal/drainage improvements along 27th Avenue significantly impacted the roadway and, therefore, alternative construction techniques and traffic control phasing were required to minimize disruption to the traveling public, while expediting a safe construction plan.

9. **Project Name:** SR-814/Atlantic Boulevard
Client: Florida Department of Transportation
Address: 3400 West Commercial Boulevard
City, State, Zip: Fort Lauderdale, FL 33309
Contact: Donovan Pessoa, P.E., Project Manager
Telephone/Fax No.: (954) 777-4222/(954) 777-4086
Consultant Fee/Construction Fee: $252,000/$1.6M
E-mail donovan.pessoa@dot.state.fl.us
Start/Completion: 2002/2004

McM Staff Assigned to Project:

Carolyn Gish, P.E., Senior Project Manager
Patricia M. Barr, P.E., Project Manager, Signal Design
Etienne Bourgeois, P.E., Proj. Engr., Utility Coordination

Scope of Work:

Corridor improvements from Dixie Highway to NE 3rd Avenue. The project included minor reconstruction, milling and resurfacing, landscaping and signalization upgrades at three intersections. Included with the project was the closure of median access at NE 1st Avenue. Several roadway alternatives were analyzed and coordinated with the public.

10. **Project Name:** Holmberg Road Resurfacing/ Traffic Calming Plan
Client: City of Parkland
Address: 6600 University Drive

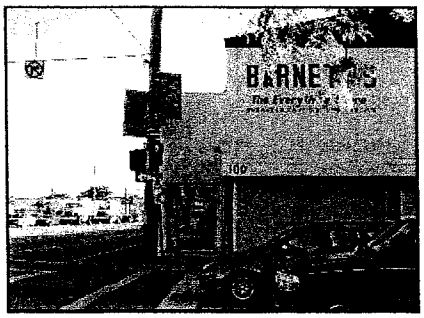
City, State, Zip: Parkland, FL 33067
Contact: Harry J. Mertz, City Manager
Telephone/Fax No.: (954) 753-5040/(954) 341-5161
Consultant Fee/Construction Fee: $43,000/$500,000
E-mail: hmertz@cityofparkland.org
Start/Completion: 2000/2000
McM Staff Assigned to Project:
Carolyn Gish, P.E., Senior Project Manager
Patricia M. Barr, P.E., Project Manager, Roadway Design

Scope of Work:

Designed and prepared construction plans for the approximate 2.8 mile resurfacing project along Holmberg Road, from SR-7 (US-441) to NW 80th Street. The project also involved the design of a roundabout at the intersection of Holmberg Road and Parkside Drive. The project required utility relocations, storm drainage modifications, pavement design, maintenance of traffic plans, pavement marking and signing plans. A temporary roadway design was provided and constructed to accommodate traffic during the construction of the roundabout without disruptions to the normal traffic flow.

11. **Project Name:** SR-858/Hallandale Beach Boulevard (West)
Client: Florida Department of Transportation
Address: 3400 West Commercial Boulevard
City, State, Zip: Fort Lauderdale, FL 33309
Contact: Jean Hanna, E.I., MSCE, Project Manager
Telephone/Fax No.: (954) 777-4440/(954) 777-4634
Consultant Fee/Construction Fee: $266,000/$1.2M
E-mail: jean.hanna@dot.state.fl.us
Start/Completion: 2001/2004
McM Staff Assigned to Project:
Carolyn Gish, P.E., Senior Project Manager
Patricia M. Barr, P.E., Project Manager, Roadway Design/Signal Design
Allison C. Shaw, P.E., Senior Project Engineer, Drainage Design
Etienne B. Bourgeois, P.E., Senior Project Engineer, Utility Coordination
James E. Angstadt, E.I., Senior Project Engineer, Drainage Design

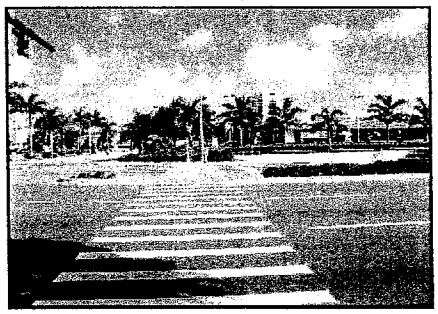
Scope of Work:



Corridor improvements from US-1 to Dixie Highway. The project includes developing the Resurfacing, Restoration, and Rehabilitation Report, Community Awareness Plan, and conceptual designs for the initial plan of work. The design includes minor reconstruction, milling, and resurfacing, median modification, signalization upgrades, utility and lighting relocation, and landscaping. The

intersection at US-1 and SR-858 requires significant adjustments to the alignment along SR-858 to fix existing deficiencies.

12. **Project Name:** SR-858/Hallandale Beach Boulevard (East)
Client: Florida Department of Transportation
Address: 3400 West Commercial Boulevard
City, State, Zip: Fort Lauderdale, FL 33309
Contact: Jean Hanna, E.I., MSCE, Project Manager
Telephone/Fax No.: (954) 777-4440/(954) 777-4634
Consultant Fee/Construction Fee: $502,000/$2.1M
E-mail: jean.hanna@dot.state.fl.us
Start/Completion: 2001/2004
McM Staff Assigned to Project:
Carolyn Gish, P.E., Senior Project Manager
Patricia M. Barr, P.E., Project Manager, Roadway Design/Signal Design
Allison C. Shaw, P.E., Senior Project Engineer, Drainage Design
Etienne B. Bourgeois, P.E., Senior Project Engineer, Utility Coordination
James E. Angstadt, E.I., Senior Project Engineer, Drainage Design
Scope of Work:
Corridor improvements from US-1 to Three Islands Boulevard. The project includes developing the Resurfacing, Restoration, and Rehabilitation Report, Community Awareness Plan, and conceptual designs for the initial plan of work. The design includes minor reconstruction, milling, and resurfacing, median modification, signalization upgrades, utility and lighting relocation, and landscaping. The intersection at US-1 and SR-858 requires significant adjustments to the alignment along SR-858 to fix existing deficiencies.



13. **Project Name:** SR-824/Pembroke Road
Client: Florida Department of Transportation
Address: 3400 West Commercial Boulevard
City, State, Zip: Fort Lauderdale, FL 33309
Contact: Fausto Gomez, P.E., Project Manager
Telephone No.: (954) 777-4466
Consultant Fee/Construction Fee: $220,000/$3.7M
E-mail: fausto.gomez@dot.state.fl.us
Start/Completion: 2003/2005
McM Staff Assigned to Project:
Carolyn Gish, P.E., Senior Project Manager
Patricia M. Barr, P.E., Project Manager, Roadway Design/Signal Design
Alberto T. Zuniga, P.E., Senior Project Engineer, Roadway/Drainage Design
James E. Angstadt, E.I., Senior Project Engineer, Drainage Design
Patricia A. Dahl, P.E., Senior Project Engineer, MOT/Signing and Marking

Etienne B. Bourgeois, P.E., Senior Project Engineer, Roadway Design/MOT/Utility Coordination

Scope of Work:

Corridor improvements from University Drive to SW 62nd Avenue, ± two (2) miles in a highly urbanized area. The project includes milling and resurfacing, median modifications, drainage improvements, ADA improvements, driveway reconstruction, signalization upgrades, new lighting installation and landscaping.

14. **Project Name:** SR-5/US-1 Milling & Resurfacing (from 33rd Street to N of CR-510)

Client: Florida Department of Transportation
Address: 3400 West Commercial Boulevard
Contact: Jean Hanna, E.I., M.S.C.E., Project Manager
City, State, Zip: Fort Lauderdale, FL 33309
Telephone/Fax No.: (954) 777-4440/(954) 777-4634
Consultant Fee/Construction Fee: $678,000/$2.8M
E-mail: jean.hanna@dot.state.fl.us
Start/Completion: 2003/2005
McM Staff Assigned to Project:

Carolyn Gish, P.E., Senior Project Manager
Patricia M. Barr, P.E., Project Manager, Roadway Design/Signal Design
James E. Angstadt, E.I., Senior Project Engineer, Drainage Design
Allison C. Shaw, P.E., Senior Project Engineer, Drainage Design
Patricia A. Dahl, P.E., Senior Project Engineer, MOT/Signing and Marking
Etienne B. Bourgeois, P.E., Senior Project Engineer, Roadway Design/MOT/Utility Coordination

Scope of Work:

Roadway improvements from 33rd Street to North of County Road 510 in Indian River County, approximately seven (7) and one-half miles. In the preliminary phase of this project, a resurfacing, restoration and rehabilitation report was prepared, as were the Community Awareness and Access Management Plans.

The design phase includes the milling and restoration of the existing pavement, widening, curb and gutter installation to meet current standards. Storm water Design and Permitting is critical for this project. This project also includes signalization lighting and landscaping.

ACES

McMAHON ASSOCIATES, INC.
TRANSPORTATION ENGINEERS & PLANNERS

RESPONSIVE
TRANSPORTATION
SOLUTIONS

FORM (SF) **254**

Architect-Engineer and Related Services Questionnaire

Name: **CONSULTING ENGINEERING SERVICES, INC. (ACES)**

ADVANCE PARK BOULEVARD
7800 W. OAKLAND
SUITE 109
SUNRISE, FLORIDA 33351

1a. Submittal is for X Parent Company Branch or Subsidiary Office

4. Specify type of ownership *and* check below, if applicable.
CORPORATION Certified DBE for FDOT, Dade County and Broward County.

X A. Small Business
X B. Small Disadvantaged Business
X C. Woman-owned Business

5. Name of Parent Company, if any:
Not Applicable

5a. Former Parent Company Name(s), if any, and Year(s) Established:
Not Applicable

6. Names of not more than Two Principals to Contact: Title / Telephone
1) Juan G. Soto, President (954) 746-6868
2) Azucena Z. Soto, Vice President (954) 746-6868

7. Present Offices: City / State / Telephone / No. Personnel Each Office
Advance Consulting Engineering Services, Inc. / Sunrise, Florida 33351 / (954) 746-6868 / 2
Advance Consulting Engineering Services, Inc./ Miami, Florida 33178 / (305) 331-5150 / 1

7a. Total Personnel **3**

8. Personnel by Discipline: *(List each person only once, by primary function).*

Administrative
Architects
Chemical Engineers
Civil Engineers
Construction Inspectors
Draftsmen 1
Ecologists
Economists
Electrical Engineers
Estimators
Geologists (Environmental)
Hydrogeologists
Interior Designers
Landscape Architects
Mechanical Engineers
Mining Engineers
Oceanographers
Planners: Urban / Regional
Sanitary Engineers
2 Geotechnical Engineers
Specification Writers
Structural Engineers
Surveyors
Transportation Engineers
Field Technicians
Lab Technicians
Drillers / Helpers
Threshold Engineer
Inspectors
Environmental Technicians
Environmental Other

9. Summary of Professional Services Fees
Received: (Insert index number)

Last 5 Years (most recent year first)

	2003	2002	2001	2000	1999
Direct Federal contract work, including overseas					
All other domestic work	3	3	3	3	3
All foreign work*					

*Firms interested in foreign work, but without such experience, check here:

Ranges of Professional Services Fees

INDEX
1 Less than $100,000
2 $100,000 to $250,000
3 $250,000 to $500,000
4 $500,000 to $1 million
5 $1 million to $2 million
6 $2 million to $5 million
7 $5 million to $10 million
8 $10 million or greater

10. Profile of Firm's Project Experience, Last 5 Years

Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1) 097	250	4,000	11)			21)		
2)			12)			22)		
3)			13)			23)		
4)			14)			24)		
5)			15)			25)		
6)			16)			26)		
7)			17)			27)		
8)			18)			28)		
9)			19)			29)		
10)			20)			30)		

PROFILE CODE	"P","C"," JV" OR "IE"	PROJECT NAME AND LOCATION	OWNER NAME AND ADDRESS	COST OF WORK	COMPLETION DATE (ACTUAL OR ESTIMATED)
097	C	1. Sheridan Street Improvements from NW 172nd Avenue to NW 196 Avenue, Pembroke Pines, Broward County, Florida	Broward County c/o Craven Thompson and Associates, Inc.	$22,500.00	2002
097	C	2. Ravenswood Improvements from Sheridan Street to Griffin Road, Dania, Broward County, Florida	Broward County c/o EAC Consulting Inc.	$25,000.00	2002
097	IE	3. S.E. 17th Street Causeway Bridge Replacement over Intracoastal (Final Design), Fort Lauderdale, Florida	FDOT, c/o E.C. Driver and Associates	$315,000.00	1996
097	C	4. S.R. 934/ Hialeah Expressway from SR 826, Dade County, Florida	FDOT c/o Beiswenger, Hoch, and Associates, Inc.	$96,800.00	2002
097	C	5. NW 25th Street from NW 67th Avenue to NW 87th Avenue in Dade County, Florida	FDOT c/o Marlin Engineering, Inc.	$243,300.00	On going
097	C	6. South Roosevelt Boulevard from Bertha Street to U.S. 1 in Monroe County, Florida	FDOT c/o Metric Engineering, Inc.	$65,845.00	2001
097	C	7. Fort Lauderdale-Hollywood International Airport Terminal Access Roadway Improvements, Broward County, Florida	FDOT c/o Beiswenger, Hoch, and Associates, Inc.	$89,999.00	2004
097	IE	8. S.R. 80 (Southern Boulevard) Roadway and Bridge Improvements, West Palm Beach, Florida (on going)	FDOT, c/o Kimley Horn & Associates	$300,000.00	On going
097	C	9. MDCC Wolfson Campus Parking Garage, Indicator Pile Installation and Compression, Tension, and Lateral Load Testing Program, Dade County, Florida	MDCC, c/o ATC Associates, Inc.	$4,500.00	1999
097	IE	10. S.R. 836 E I S Study for a 23-mile long study area, Dade County, Florida	FDOT, c/o Parsons, Brinckerhoff, Quade and Douglas, Inc.	$200,000.00	1996

PROFILE CODE	"P","C"," JV" OR "IE"	PROJECT NAME AND LOCATION	OWNER NAME AND ADDRESS	COST OF WORK	CO ETIC DATE (ACTUAL OR ESTIMATED)
097	C	11. 12th Avenue Bridge over Miami Canal, Dade County, Florida.	FDOT c/o Beiswenger, Hoch, and Associates, Inc.	$32,600.00	1999
097	IE	12. S.R. 7 Bridge and Roadway Improvements, Boynton Beach, Florida	FDOT, c/o Lindahl, Browning, Ferrari & Hellstrom, Inc.	$150,000.00	1994
097	IE	12. Pine Island Road Roadway Improvements	Broward County, c/o Craven, Thompson and Associates, Inc.	$40,000.00	1994
097	IE	14. S.R. 15 Road Reconstruction and Bridge Replacement, Palm Beach County, Florida	FDOT, c/o Kunde, Sprecher and Associates	$75,000.00	1996
097	IE	15. S.R. 5 (U.S. 1), Station 50+00 to 326+00, in Key Largo, Florida	FDOT, c/o Consultech Engineering, Inc.	$120,000.00	1994
097	IE	16. Douglas Road Improvements for a 3-mile roadway section in Fort Lauderdale, Florida	Broward County c/o Post, Buckley, Schuh & Jernigan, Inc.	$40,000.00	1994
097	IE	17. S.R. 7 Roadway Improvements in Palm Beach County, Florida	FDOT, c/o Beiswenger, Hoch & Associates, Inc.	$75,000.00	1994
097	IE	18. S.R. 80 / S.R. 7 Roadway and Bridge Improvements in Palm Beach County, Florida	FDOT, c/o Beiswenger, Hoch & Associates, Inc.	$150,000.00	1995
097	IE	19. S.R. 838 (Sunrise Blvd.) Roadway and Bridge Improvements in Broward County, Florida	FDOT, c/o Greenhorne & O'Mara, Inc.	$50,000.00	1996
097	IE	20. N.E. 62nd Street Roadway Improvements	Broward County c/o Craig Smith & Associates, Inc.	$20,000.00	1994
097	IE	21. MacNab Road Roadway Improvements	Broward County c/o Craig Smith & Associates, Inc.	$20,000.00	1994
097	IE	22. S.R. 5 / U.S. 1 Roadway Resurface / Widening	FDOT c/o Carnahan, Proctor and Associates,	$25,000.00	1994
097	C	23. Okeechobee Road Widening in Dade County, Florida	FDOT c/o Beiswenger, Hoch, and Associates, Inc.	$126,000.00	1997
097	C	24. Metrorail Extension Project in Hialeah and Medley, Dade County, Florida	Dade County c/o Frederic R. Harris, Inc.	$215,000.00	1997
097	C	25. S.R. 80 Supplemental Work in Palm Beach County, Florida	FDOT c/o Kimley Horn and Associates, Inc.	$142,000.00	1997
097	C	26. Miramar Parkway Reconstruction in Broward County, Florida	Broward County c/o Craven Thompson and Associates, Inc.	$23,000.00	1996
097	C	27. NW 21st/23rd Avenue Improvements in Broward County, Florida	Broward County c/o Craven Thompson and Associates, Inc.	$11,280.00	1996
097	C	28. I-95 ICS Project - Package A in Dade County, Florida	FDOT c/o Kimley Horn and Associates, Inc.	$60,000.00	1997
097	C	29. I-95 ICS Project - Package B in Dade County, Florida	FDOT c/o Kimley Horn and Associates, Inc.	$16,000.00	1997
097	C	30. S.R. 5 (U.S. 1), Station 50+00 to 326+00, in Key Largo, Florida	FDOT, c/o Consultech Engineering, Inc.	$5,000.00	1997
097	C	31. Broward County Civic Arena in Broward County, Florida	Beiswenger, Hoch, and Associates, Inc.	$52,000.00	1997

PROFILE CODE	"P","C"," JV" OR "IE"	PROJECT NAME AND LOCATION .	OWNER NAME AND ADDRESS	COST OF WORK	COMPLETION DATE (ACTUAL OR ESTIMATED)
097	C	32. NW 136th Improvements in Broward County, Florida	Broward County c/o Craven Thompson and Associates, Inc.	$17,000.00	1998
097	C	33. Florida's Turnpike Widening from Boca Raton Interchange to Delray Beach, Palm Beach County, Florida	FDOT, c/o Frederic R. Harris, Inc.	$120,000.00	1998
097	C	34. Krome Avenue Widening from S.W. 8th Avenue to Miccosukee Bingo Entrance, Dade County, Florida	FDOT, c/o Consultech Engineering, Inc.	$8,000.00	1998
097	IE	35. Metro Mover Brickell Extension Foundation Design for a 1-mile long elevated guideway, Miami, Florida	Dade County, c/o Post, Buckley, Schuh & Jernigan, Inc	$250,000.00	1991
097	C	36. Sunrise Boulevard Improvements from Hiatus Road to Pine Island Road, Broward County, Florida	Broward County c/o Craven Thompson and Associates, Inc.	$21,000.00	1998
097	C	37. NW 21 Avenue from NW 19th Street to Oakland Park Blvd., Fort Lauderdale, Broward County, Florida	Broward County c/o Craven Thompson and Associates, Inc.	$25,000.00	2001
097	C	38. S.W. 4th Avenue Improvements from SR 84 to Perimeter Road, Broward County, Florida	Broward County c/o Craven Thompson and Associates, Inc.	$10,000.00	1999
097	C	39. SW 4th Avenue Improvements from SR 84 to Perimeter Road, Fort Lauderdale, Broward County, Florida	Broward County c/o Craven Thompson and Associates, Inc.	$18,000.00	1999

12. The foregoing is a statement of facts SIGNATURE:	Typed Name and Title: Juan G. Soto, P.E. - President	Date: October 6, 2004

PROJECT NAME: I95 Intelligent Corridor System, Dade County

PROJECT LOCATION: Miami – Dade County, Florida

PROJECT OWNERS NAME & ADDRESS:
Florida Department of Transportation, Florida
C/o Kimley-Horn and Associates
4431 Embarcadero Drive
West Palm Beach, Fl.

Attention: Mr. Tom Farnan, P.E.
Phone #: (561) 845-0665

ESTIMATED COST (in thousands): $ 15,000

WORK FOR WHICH FIRM WAS RESPONSIBLE: $ 30,000

PROJECT INVOLVED:
Geotechnical engineering services for road reconstruction and improvements

PROJECT DESCRIPTION:

Advance Consulting Engineering Services, Inc. performed geotechnical testing and evaluation, and prepare foundation recommendations for the construction of different structures and devices such as close circuit television cameras, video image detectors, arterial variable message signs etc, along I 95 in Miami - Dade County (US 1 to Ives Dairy Road). The purpose of this project is to collect information about the traffic flow with all the devices installed along I 95, and adjust the messages in the signs for the drivers so the I95 can be used more efficiently.

PROJECT NAME: Metrorail Extension to the Palmetto Expressway and Muti-Modal Facility

PROJECT LOCATION: Medley, Miami – Dade County, Florida

PROJECT OWNERS NAME & ADDRESS:
Miami Dade County Transit Authority
C/o Frederic H. Harris, Inc.
800 Douglas Road, Suite 770
Coral Gables, FL 33134

Attention: Mr. Saul Perez
Phone #: (305) 444-8241

ESTIMATED COST (in thousands): $80,000

WORK FOR WHICH FIRM WAS RESPONSIBLE: $82,000

PROJECT INVOLVED:
Geotechnical engineering services for the construction of a new Metrorail Station and Transitway

PROJECT DESCRIPTION:

Advance Consulting Engineering Services, Inc. performed subsurface exploration, laboratory testing, geotechnical evaluation and prepared foundation recommendations for over a mile of elevated railway track, station, parking lot, and roadways from the existing Okeechobee Metrorail Station to NW 74 Street and west of Palmetto Expressway. The proposed metrorail extension is expected to reduce the traffic flow to already congested SR826 (Palmetto Expressway).

PROJECT NAME: SR 25 (Okeechobee Road) Widening

PROJECT LOCATION: Miami-Dade County, Florida

PROJECT OWNERS NAME & ADDRESS:

Florida Department of Transportation, Florida

C/o Beiswenger Hoch and Associates
1190 NE 163rd Street, Suite 203, North Miami Beach, Fl. 33162

Attention: Mr. Robert Filusch, P.E.
Phone: (305) 944-5151

ESTIMATED COST (in thousands): $ 20,000

WORK FOR WHICH FIRM WAS RESPONSIBLE: $ 150,000

PROJECT INVOLVED:
Geotechnical Engineering Services

PROJECT DESCRIPTION:

Advance Consulting Engineering Services, Inc. (ACES) performed the subsurface exploration, laboratory analysis and foundation recommendations for the widening of Okeechobee Road. This widening includes the construction of a depressed portion of the roadway without obstructing the traffic flow. Slurry walls, sheet piles, vertical and inclined anchors, and seepage analysis were some of the studies performed in order to evaluate the project design requirements

PROJECT NAME: NW 25th Street Improvements

PROJECT LOCATION: Miami, Miami-Dade County, Florida

PROJECT OWNERS NAME & ADDRESS:
Florida Department of Transportation, Florida
C/o Marlin Engineering
2191 NW 97th Avenue
Miami, Fl. 33172

Attention: Mr. Miguel Soria
Phone # (305) 477-7575

ESTIMATED COST (in thousands): $60,000

WORK FOR WHICH FIRM WAS RESPONSIBLE: $250,000

PROJECT INVOLVED:
Geotechnical engineering services

PROJECT DESCRIPTION:

Advance Consulting Engineering Services, Inc. is under contract to perform the subsurface exploration, laboratory analysis and foundation recommendations for the roadway design of NW 25th Street Improvements and the Viaduct Structure over the North Line Canal. One and two level structures will be constructed along NW 25th Street over North Line Canal with approach embankments retained with MSE retaining walls. This project is approximately 2 miles long from NW 22 Street along 68th Avenue, NW 25th Street ending on NW 89th Court.

PROJECT NAME: Fort Lauderdale – Hollywood International Airport Terminal Access Roadway Improvements

PROJECT LOCATION: Fort Lauderdale, Florida

PROJECT OWNERS NAME & ADDRESS: Florida Department of Transportation, Florida

C/o Beiswenger Hoch and Associates
1190 NE 163rd Street
Suite 203
North Miami Beach, Fl. 33162

Attention: Mr. Robert Filusch
Phone # (305) 944-5151

ESTIMATED COST (in thousands): $ 50,000

WORK FOR WHICH FIRM WAS RESPONSIBLE: $100,000

PROJECT INVOLVED:

Design Built geotechnical engineering services for roads and bridges construction and improvements

PROJECT DESCRIPTION:

Advance Consulting Engineering Services, Inc. (ACES) is part of the design – built team for the construction of six bridges and ramps for the new access to the Fort Lauderdale-Hollywood International Airport. ACES was assigned to be the geotechnical engineer for the design of the foundation for the proposed bridges. Evaluation of settlement and slope stability for the proposed slope embankments, and settlement and soil reinforcement length design for MSE walls.

PROJECT NAME: Turnpike Widening from Boca Raton Interchange to Delray Beach

PROJECT LOCATION: Boca Raton, Palm Beach County, Florida

PROJECT OWNERS NAME & ADDRESS:
Florida Department of Transportation
C/o Frederic H. Harris, Inc.
800 Douglas Road, Suite 770
Coral Gables, FL 33134

Attention: Mr. Saul Perez
Phone #: (305) 444-8241

ESTIMATED COST (in thousands): $15,000

WORK FOR WHICH FIRM WAS RESPONSIBLE: $119,000

PROJECT INVOLVED:
Geotechnical exploration services for widening of two lanes (one in each direction) of the existing Florida Turnpike between the Boca Raton Interchange and Atlantic Avenue.

PROJECT DESCRIPTION:

Advance Consulting Engineering Services, Inc. (ACES) performed geotechnical testing and evaluation for the construction of this 5.7-mile widening along Florida's Turnpike. The proposed improvement considers one additional lane in each direction of Florida's Turnpike so that the proposed roadway, once finished, will have three traffic lanes in each direction. The addition of these two lanes will also require widening of the bridges along Turnpike at several locations and reconstruction of the ramps near the Boca Raton Interchange and Atlantic Avenue.

7800 West Oakland Park Blvd.
Suite 109
Sunrise, Fl 33351
Phone (954) 746-6868 – Fax (954) 746-6898

PROJECT NAME: SR 80 (Southern Boulevard from West of Haverhill Road to Parker Avenue)

PROJECT LOCATION: West Palm Beach, Florida

PROJECT OWNERS NAME & ADDRESS:
Florida Department of Transportation, Florida
C/o Kimley-Horn and Associates
4431 Embarcadero Drive
West Palm Beach, Fl.

Attention: Mr. Tom Farnan, P.E.
Phone #: (561) 845-0665

ESTIMATED COST (in thousands): $50,000

WORK FOR WHICH FIRM WAS RESPONSIBLE: $120,000

PROJECT INVOLVED:
Geotechnical Engineering Services

PROJECT DESCRIPTION:

Advance Consulting Engineering Services, Inc. (ACES) performed geotechnical testing and evaluation for the construction of 6 miles of roadways and bridge structures. This project includes the new construction and reconstruction of several bridges, MSE walls, constructions of near approach embankments, relocation of the C-51 and Stub canals and their stability maintenance through combination of sheet piles and slope protection measures. ACES also performed geotechnical explorations for sign structures and high mast lights as well additional borings for the proposed water retention ponds. Ground water table monitoring was also performed through the use of monitoring wells in areas where the natural ground water table appeared to be relatively high.

PROJECT NAME: SR A1A / South Roosevelt Blvd. from Bertha St. to US 1

PROJECT LOCATION: Key West, Florida

PROJECT OWNERS NAME & ADDRESS:

Florida Department of Transportation, Florida

C/o Metric Engineering, Inc
13940 SW 136 Street
Suite 200
Miami, Florida 33186

Attention: Mr. Manny Benitez
Phone #: (305) 235-5098

ESTIMATED COST (in thousands): $ 7,000

WORK FOR WHICH FIRM WAS RESPONSIBLE: $ 65,000

PROJECT INVOLVED:

Geotechnical engineering services for road reconstruction and improvements

PROJECT DESCRIPTION:

Advance Consulting Engineering Services, Inc. (ACES) is a sub consultant to Metric Engineering for the reconstruction and improvements of existing SR A1A / South Roosevelt Blvd. from Bertha Street to US 1 in the city of Key West Florida, including new parking areas, and path for bikes and pedestrians. The approximate total length of the project was 2.9 miles.

ACES collected information from 144 auger borings to depths ranging from 6 to 20 feet deep, 13 SPT borings to depths ranging from 10 to 20 feet, 8 percolation tests and 11 probe borings to depths ranging from 1 to 9 feet. Soil stratification and laboratory testing were performed on samples collected. Engineering design for road widening, retaining walls and general recommendations for drainage trench excavation were performed.

BURNS & McDONNELL

McMAHON ASSOCIATES, INC.
TRANSPORTATION ENGINEERS & PLANNERS

RESPONSIVE
TRANSPORTATION
SOLUTIONS

Everglades Construction Projects

South Florida Water Management District

Contact
Mr. Joe Schweigardt, P.E.
South Florida Water Mgmt District
3301 Gun Club Road
West Palm Beach, Florida
561-686-8800

Consultant
Burns & McDonnell
890 South Dixie Hwy
Coral Gables, FL 33146

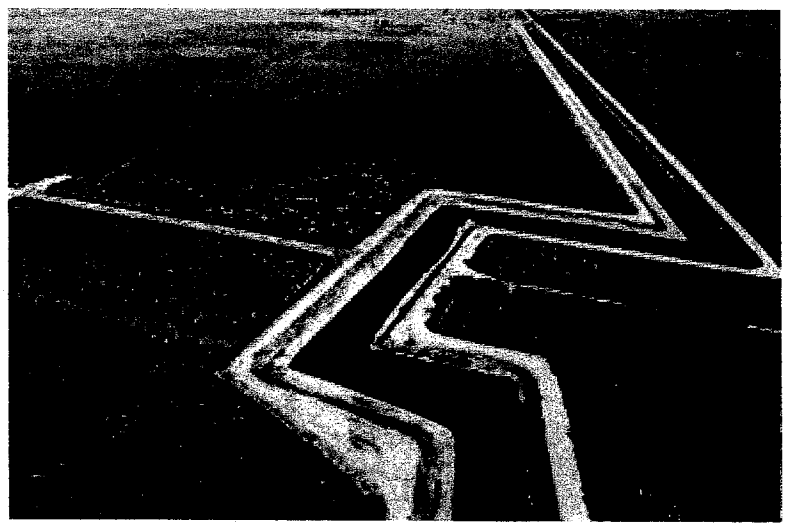
Scope Of Work
Preliminary and final designs, bid documents and construction engineering support and management for the Everglades Protection Project.

Completion Date
2003

Design Fee
$17 million

Construction Cost
Entire Project:
Estimated $660 Million
Stormwater Treatment Area 5:
Estimated $11.5 million
Actual $10.5 million
Stormwater Treatment Area 6:
Estimated $1.2 million
Actual $1.6 million
Stormwater Treatment Area 3 & 4:
Estimated $137 million

Relevant Tasks
- Hydraulic analyses
- Design of levees and canals
- Design of control structures
- Design of pump stations
- Cost estimating
- Construction program management and capital expenditure scheduling



Description
Burns & McDonnell has recently provided services to the South Florida Water Management District in the development of conceptual, preliminary, and currently, final designs for the Everglades Construction Project mandated by the Everglades Forever Act of the State of Florida. The primary physical components of the Project are a number of stormwater treatment areas, encompassing roughly 42,000 acres, and consisting of constructed wetlands intended to reduce the level of nutrients (primarily phosphorus) discharged into the Everglades Protection Area from the C-51 West, West Palm Beach, North New River, Miami, and L-3 canals. The project also includes substantial modification of the existing works of the Central and Southern Florida Flood Control Project for the restoration of appropriate hydropatterns at points of discharge to the Everglades Protection Area.

The basic definition of the Project was developed by a Technical Mediation Group formed of representatives of a wide variety of interests, including primary parties involved in a wide array of litigation surrounding the District's efforts to implement the Surface Water Improvement and Management Plan for the Everglades. Burns & McDonnell served as the primary engineering consultant to that group. Following completion of the deliberations of that group, Burns & McDonnell prepared the Conceptual Design for the Everglades Construction Project, which was subsequently incorporated by direct reference in the Everglades Forever Act.

Following passage of the Act, Burns & McDonnell prepared the preliminary design for the entire $660 million project. This effort, completed in 1996, resulted in the preparation of a series of General Design Memoranda which further defined the basic nature and design requirements for all significant elements of the project.

Burns & McDonnell subsequently prepared the detailed design for the 4,800-acre, $25 million Stormwater Treatment Area 5 and the 812-acre, $1.25 million Stormwater Treatment Area 6, Section 1, both of which have been constructed and are now operational.

Burns & McDonnell is now preparing the design of the 17,000-acre, $250 million Stormwater Treatment Area 3/4, scheduled for completion in 2003. That project will include stormwater pumping stations with capacities up to 3,670 cfs; gated spillways and numerous automated control structures; roughly forty miles of levee; and an additional 18 miles of major canal enlargements.

US 1 and Indiantown Road Intersection Enhancement Study

Town of Jupiter, Florida

Contact
Mr. Michael Busha,
Executive Director
Treasure Coast Regional Planning Council
301 East Boulevard, Suite 300
Stuart, Florida 34994

Consultant
Burns & McDonnell
890 South Dixie Hwy
Coral Gables, FL 33146

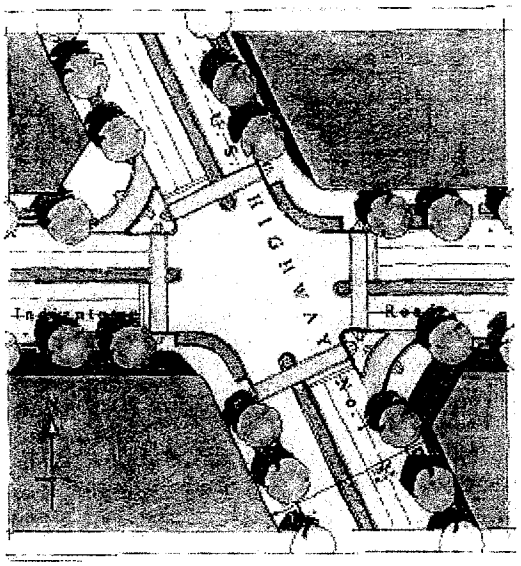
Scope Of Work
Intersection Streetscape Study

Completion Date
December 1999

Design Fee
$6,500

Construction Cost
Est. $250,000
Actual: N/A

Relevant Tasks
- Urban Design
- Roadway Design
- ADA-Compliance Audit
- Storm Drainage
- Roadway Lighting
- Public Involvement
- Landscaping
- Cost Estimates



Description
Burns & McDonnell completed an intersection enhancement study for The Town of Jupiter in Florida. The Treasure Coast Regional Planning Council administered the study. The scope of the study involved developing alternative preliminary designs and cost estimates for the intersection of US 1 and Indiantown Road leading to a selection of a preferred alternative. The proposed streetscape improvements include pavement widening, resurfacing, storm drainage, incorporation of ADA-compliant features, decorative and roadway lighting, and landscaping. Cost estimates and conceptual sketches were developed for each viable alternative.

Analysis of the existing conditions at the intersection and its vicinity was performed requiring research of existing drawings, and review of applicable zoning, transportation, landscaping and other master plans. A field review was also performed to confirm existing data and to become more familiar with the site. The available right-of-way and typical section were documented.

A preferred alternative typical section was selected from the various alternatives incorporating traffic calming and pedestrian-friendly features desired by the Town of Jupiter. The preferred alternative incorporated an expanded typical section that used all of the existing one hundred twenty foot (120'-0") wide right-of-way with the following modifications:

- Elimination of the existing 11'-0" wide outside travel lanes in both directions.
- Removal of the existing 5'-0" wide sidewalks and green utility strips, and construction of new 19'-0" wide sidewalks with 7'-0" wide planters adjacent to the existing right-of-way lines on either side.
- Introduction of 8'-6" wide parallel parking spaces with curb and gutter adjacent to the new planters in each half of the right-of-way.
- Widening of the existing 12'-0" wide median to 18'-0".
- Relocation of the underground existing overhead utilities (optional).

Seven Cities: Northern Palm Beach County US1 Corridor Study

Treasure Coast Regional Planning Council

Contact
Mr. Michael Busha,
Executive Director
Treasure Coast Regional Planning Council
301 East Boulevard, Suite 300
Stuart, Florida 34994

Consultant
Burns & McDonnell
890 S. Dixie Hwy.
Coral Gables, FL 33146

Scope Of Work
Corridor Study

Completion Date
October 1999

Design Fee
$5,000

Construction Cost
Est. $63 Million

Relevant Task
- Urban Design
- Roadway Design
- ADA-Compliance
- Storm Drainage
- Roadway Lighting
- Public Involvement
- Landscaping
- Cost Estimating

Description
Burns & McDonnell provided engineering and urban design services for the *Seven Cities: Northern Palm Beach County US 1 Corridor Study*. The purpose of the study was to develop a master plan for the 60-mile, 4-lane urban and rural arterial corridor that bisects Palm Beach County and links the seven cities of Riviera Beach, Lake Park, North Palm Beach, Palm Beach Gardens, Juno Beach, Jupiter, and Tequesta. The study was prepared for and funded in part by the Treasure Coast Regional Planning Council (TCRPC), each of the Seven Cities, Palm Beach County, the Port of Palm Beach, the Florida Department of Community Affairs and the Florida Department of Transportation.

Goals and objectives of the study included:

- Compiling public input as to potential improvements to the corridor and tailoring these improvements to their needs.
- Determining facilities that are required by motorists, bicyclists, and pedestrians along the corridor.
- Identifying appropriate pedestrian-oriented improvements for each land-use (greater sidewalk widths, lighting, traffic-calming, on-street parking, lane-widths and medians).
- Developing streetscape enhancements coordinated with the adjacent land use (relocation of above ground utilities underground, use of parking garages to consolidate parking areas, landscaping, enhanced building facades, repositioning buildings closer to street, enhancing storefronts and permitting mixed-use buildings).
- Studying alternative typical sections that optimize the corridor configuration for each land use.

Burns & McDonnell was responsible for evaluating and refining each of the infrastructure and streetscape improvement concepts generated during a two week-long public involvement "charrette". More than 100 people attended the sessions including: property owners, neighbors, business people, developers and the mayors and staff from each of the seven cities and towns.

Burns & McDonnell also verified the feasibility of each of the concepts, revised them as required to comply with federal, state, and local design standards and prepared order of magnitude cost estimates for each alternative.

The master plan has been adopted by the Seven Cities and is being used by local municipalities and the Florida Department of Transportation as a guide for future changes along the corridor.

W. Edgewood Drive – Phase I

City of Jefferson City, Missouri

Contact
Mr. Jack Kramer
Director
Engineering Division
Jefferson City Dept. of Public Works
320 E. McCarty St.
Jefferson City, Missouri 65101
(573) 634-6440

Consultant
Burns & McDonnell
890 South Dixie Hwy
Coral Gables, FL 33146

Scope Of Work
Roadway Design

Completion Date
1998

Design Fee
$100,000

Construction Cost
Estimated $ 2.6 million
Actual $2.6 million

Relevant Tasks
- Horizontal and vertical geometry
- Storm water management
- Roadway lighting
- Signing and marking
- Traffic control plans
- Environmental permitting
- Soils and material testing
- Geotechnical engineering
- Right-of-Way engineering

Description
W. Edgewood Drive was conceptually designed as an urban arterial parkway on new alignment in and adjacent to the Weir's Creek valley. The roadway connects two important transportation corridors in the city, Stadium Drive and Fairgrounds Road. The first phase, from Stadium Drive to Wildwood Drive, is a 1.7-mile, $2.6-million segment located in an area in which the demand for commercially developable property is high. Additionally, a connection to the planned Mo. Route 179 was to be made in the Phase I section.

The terrain adjacent to the narrow valley is steeply rolling with shallow soils over rock. Profile design of the project made balanced economical use of corridor materials, while elevating the roadway proper above the floodway.

Iterative computer analysis of alternate grades and alignment helped to meet this challenge. Computer models of Weir's Creek and the detailed corridor tributary areas were applied to design the drainage facilities for watershed service, including detention.

The design featured a natural, linear park space along the street, with provisions for bikeways, fitness trails and parking. Scenic easements were placed along the south side of the corridor to maintain a striking visual backdrop. The roadway lighting system provides supplemental security lighting along the parallel bicycle/pedestrian-park corridor.

W. Edgewood Drive – Phase I

City of Jefferson City, Missouri

Contact
Mr. Jack Kramer
Director
Engineering Division
Jefferson City Dept. of Public Works
320 E. McCarty St.
Jefferson City, Missouri 65101
(573) 634-6440

Consultant
Burns & McDonnell
890 South Dixie Hwy
Coral Gables, FL 33146

Scope Of Work
Roadway Design

Completion Date
1998

Design Fee
$100,000

Construction Cost
Estimated $ 2.6 million
Actual $2.6 million

Relevant Tasks
- Horizontal and vertical geometry
- Storm water management
- Roadway lighting
- Signing and marking
- Traffic control plans
- Environmental permitting
- Soils and material testing
- Geotechnical engineering
- Right-of-Way engineering

Description
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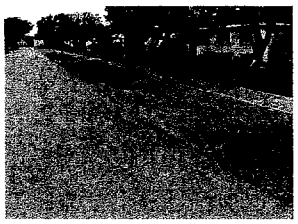
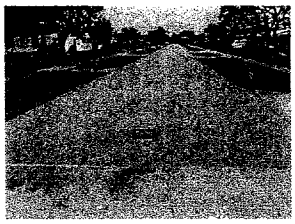
FEMA-DORM Drainage Projects

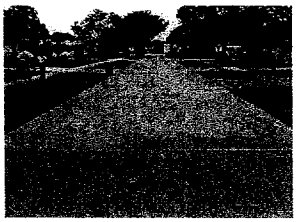
Administered by Miami-Dade DERM

Miami-Dade County, Florida

Contact
Master Consultant
José Nessi
TY Lin/H. J. Ross
800 Douglas Entrance
Annex Building, Suite 250
Coral Gables, FL 33134-3163
(305) 567-1888

Consultant
Burns & McDonnell
2701 Ponce de Leon Boulevard
Suite 300
Coral Gables, FL 33134
(305) 476-5820



Description
Miami-Dade County has obtained federal assistance for the restoration of over 3,300 sites affected by the flooding that occurred when Hurricane Irene (October 1999) and the "No-Name" Storm (October 2000) battered Miami-Dade County. The Federal Emergency management Agency (FEMA) Division of Recovery and Mitigation (DORM) is responsible for the work program that involves the restoration of county roads damaged by flooding and construction of measures to mitigate potential flooding in the future. Restoration of county roads includes design of drainage systems to mitigate flooding and to provide pre-treatment of stormwater flows prior to outfall. Depending on the severity of the flooding and roadway damage, the projects will require either reconstruction and/or resurfacing of roads. The restoration program involves 922 sites throughout Miami-Dade County worth $130 million in improvements. The program also involves replacement of 2,085 slab covered trenches and positive outfall drainage system sites with French drain-based systems that provide pre-treatment of stormwater runoff flows prior to outfall. The cost of the replacement is estimated at $347 million.

Burns & McDonnell has been involved in the restoration effort completing the design of more than 10 sites countywide with an estimated allocation of over 25 sites. Each site must be designed and built within FEMA's funding parameters. This fast-track project requires completion of site designs in approximately two weeks. The scope of work includes drainage design, roadway design, coordination of underground utility locations, and permitting of the improvements. The engineering is being done in accordance with Miami-Dade County DERM criteria and Public Works Department standards. The four-year program is anticipated to continue through 2005 with design efforts anticipated to be completed by end of 2002.

Burns & McDonnell has also been involved in the development of canal dredging plans within Miami-Dade County. To date over 10 miles of canals have been negotiated for canal dredging. Each canal location must be designed and built within FEMA's funding parameters. This fast-track project requires completion of 1 mile of canal dredging plans in approximately two weeks. The scope of work includes culvert replacement, canal embankment slope stability, development of Maintenance of Traffic Plans, and installation of new guardrail. The engineering is being done in accordance with Miami-Dade County DERM criteria.

Completion Date
Start: December, 2001
Aug. 2002 (Roadway Drainage Improvements Completed)
Dec. 2002 (Est. Construction)
Sep. 2002 (Est. Begin Date for Design)

Relevant Tasks
- Data Collection
- Roadway Design
- Drainage Design
- Cost analysis
- Construction Administration
- Earthwork
- Specifications
- Field Surveys

Design Fee
$105,000.00 (Roadway Drainage Improvements)
$ 440,647.00 (Canal Dredging Plans)

Key Individuals
James Kanter, P.E.
Mauricio Paredes, P.E.
Jeannelia Liu, P.E.

Estimated Construction Cost
$3,000,000.00 (Roadway Drainage Improvements)
$11,600,00.00 (Canal Dredging Plans)

US 1 and Indiantown Road Intersection Enhancement Study

Town of Jupiter, Florida

Contact
Mr. Michael Busha,
Executive Director
Treasure Coast Regional Planning Council
301 East Boulevard, Suite 300
Stuart, Florida 34994

Consultant
Burns & McDonnell
2701 Ponce De Leon Blvd.
Suite 300
Coral Gables, FL 33134

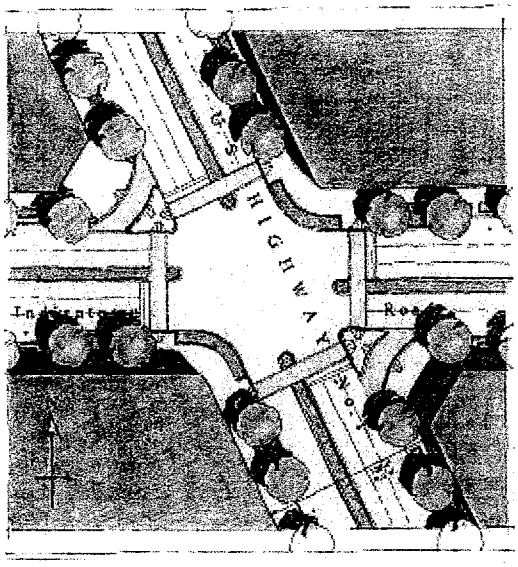
Scope Of Work
Intersection Streetscape Study

Completion Date
December 1999

Design Fee
$6,500

Construction Cost
Est. $250,000
Actual: N/A

Relevant Tasks
- Urban Design
- Roadway Design
- ADA-Compliance Audit
- Storm Drainage
- Roadway Lighting
- Public Involvement
- Landscaping
- Cost Estimates



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Analysis of the existing conditions at the intersection and its vicinity was performed requiring research of existing drawings, and review of applicable zoning, transportation, landscaping and other master plans. A field review was also performed to confirm existing data and to become more familiar with the site. The available right-of-way and typical section were documented.

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- Introduction of 8'-6" wide parallel parking spaces with curb and gutter adjacent to the new planters in each half of the right-of-way.
- Widening of the existing 12'-0" wide median to 18'-0".
- Relocation of the underground existing overhead utilities (optional).

Neighborhood No. 10 –Flamingo/Lummus Park

City of Miami Beach, Florida

Contact
Timothy Hemstreet
City of Miami Beach
Acting Director
Capital Improvements Projects (CIP) Office,
777 17th Street, Miami Beach, FL 33139
Tel.: (305) 673-7071, Ext. 6431
Fax: (305) 673-7073
timhemstreet@ci.miami-beach.fl.us

Consultant
Burns & McDonnell
2701 Ponce De Leon Blvd.,
Suite 300
Coral Gables, FL 33134

Scope Of Work
- Paving
- Grading
- Drainage
- Lighting
- Utilities

Completion Date
Start: August 2001
Completion: 2005

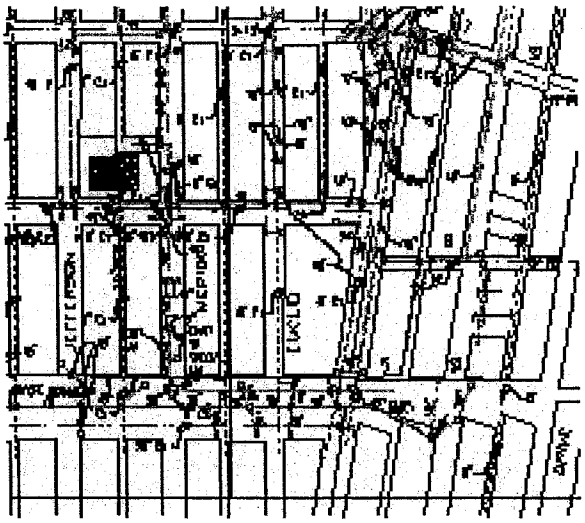
Design Fee
$588,000

Construction Cost
Est. $21 Million

Relevant Tasks
- Planning
- Design
- Stormwater analysis and design
- Water Distribution analysis and design
- Cost analysis
- Environmental permitting
- Community involvement Bidding and Award
- Construction Administration

Key Individuals
Mauricio Paredes, P.E.
James Kanter, P.E.
Ronald Colas, P.E.
Jeannelia Liu, P.E.
Carlos Perez, E.I.
Ric Martinez, P.E.

Description



Burns & McDonnell is currently principal subconsultant for the civil engineering required by this project. The scope of services includes: planning, design, bidding and award, and construction administration of the capital right-of-way infrastructure improvements for the Flamingo/Lummus neighborhood in Miami Beach, Florida. The project encompasses an area from 5th to 16th Streets, and from Alton Road to Ocean Drive. The project is located in the heart of the South Miami Beach area and includes much of the National Register Architectural District. The area is characterized by residential and commercial developments surrounding the Flamingo and Lummus Parks. Capital improvements involve upgrading the water distribution and storm drainage systems within the right-of-ways to maximum levels of service attainable with available funding. The existing infrastructure is stressed beyond capacity and deteriorating from decades of use. Plans call for replacement of undersized water mains and tuberculated pipes to increase water pressures and flows. In addition, undersized storm piping will be replaced and deep wells retrofitted to reduce flood levels and improve the water quality of stormwater runoff.

The planning effort requires the following: data collection, evaluation of existing infrastructure, alternative development and selection, and preparation of a Basis of Design Report. Initially, all utility companies will be contacted and record drawings of existing infrastructure obtained. Second, verification of master plan documents will be performed and field studies conducted to evaluate the performance of the existing water and storm drainage systems. After the evaluation process, alternatives will be developed with detailed cost analyses. The planning phase culminates in a Basis of Design Report describing the engineering analysis, alternatives and preferred alternative recommended by Burns & McDonnell for each of the components of the project.

The planning phase also involves community involvement though participation in two community design workshops. Burns & McDonnell will present various alternative implementation schemes for the water and storm drainage improvements and provide engineering support related to the above ground improvements. During these sessions valuable feedback will be obtained and incorporated into the final alternatives analysis and selection of the preferred alternative that will be the basis of the final design.

Following the planning of the improvements, construction documents will be developed under an aggressive schedule. The construction plans are anticipated to number more than 400 sheets. Total construction cost of underground infrastructure improvements is estimated at $9,919,500.

Neighborhood No. 10 –Flamingo/Lummus Park

City of Miami Beach, Florida

Contact
Timothy Hemstreet
City of Miami Beach
Acting Director
Capital Improvements Projects (CIP) Office,
777 17th Street, Miami Beach, FL 33139
Tel.: (305) 673-7071, Ext. 6431
Fax: (305) 673-7073
timhemstreet@ci.miami-beach.fl.us

Consultant
Burns & McDonnell
2701 Ponce De Leon Blvd.,
Suite 300
Coral Gables, FL 33134

Scope Of Work
- Paving
- Grading
- Drainage
- Lighting
- Utilities

Completion Date
Start: August 2001
Completion: 2005

Design Fee
$588,000

Construction Cost
Est. $21 Million

Relevant Tasks
- Planning
- Design
- Stormwater analysis and design
- Water Distribution analysis and design
- Cost analysis
- Environmental permitting
- Community involvement Bidding and Award
- Construction Administration

Key Individuals
Mauricio Paredes, P.E.
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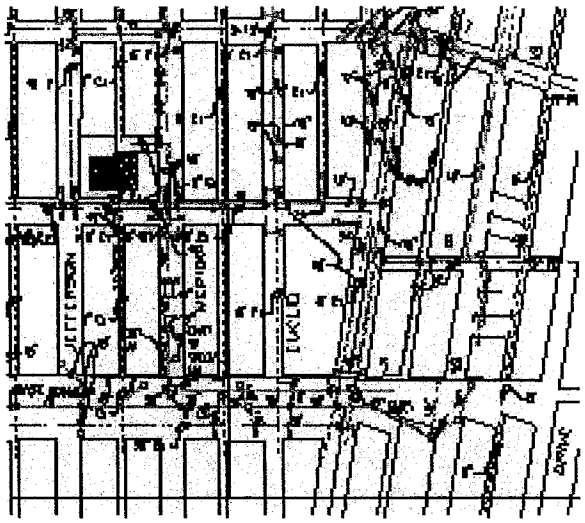
Description



Burns & McDonnell is currently principal subconsultant for the civil engineering required by this project. The scope of services includes: planning, design, bidding and award, and construction administration of the capital right-of-way infrastructure improvements for the Flamingo/Lummus neighborhood in Miami Beach, Florida. The project encompasses an area from 5th to 16th Streets, and from Alton Road to Ocean Drive. The project is located in the heart of the South Miami Beach area and includes much of the National Register Architectural District. The area is characterized by residential and commercial developments surrounding the Flamingo and Lummus Parks. Capital improvements involve upgrading the water distribution and storm drainage systems within the right-of-ways to maximum levels of service attainable with available funding. The existing infrastructure is stressed beyond capacity and deteriorating from decades of use. Plans call for replacement of undersized water mains and tuberculated pipes to increase water pressures and flows. In addition, undersized storm piping will be replaced and deep wells retrofitted to reduce flood levels and improve the water quality of stormwater runoff.

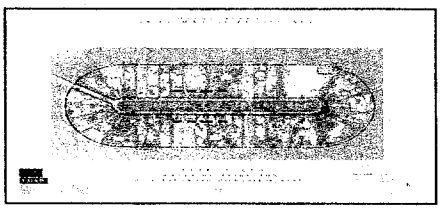
The planning effort requires the following: data collection, evaluation of existing infrastructure, alternative development and selection, and preparation of a Basis of Design Report. Initially, all utility companies will be contacted and record drawings of existing infrastructure obtained. Second, verification of master plan documents will be performed and field studies conducted to evaluate the performance of the existing water and storm drainage systems. After the evaluation process, alternatives will be developed with detailed cost analyses. The planning phase culminates in a Basis of Design Report describing the engineering analysis, alternatives and preferred alternative recommended by Burns & McDonnell for each of the components of the project.

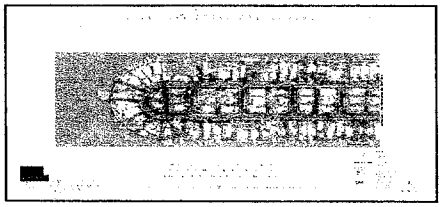
The planning phase also involves community involvement though participation in two community design workshops. Burns & McDonnell will present various alternative implementation schemes for the water and storm drainage improvements and provide engineering support related to the above ground improvements. During these sessions valuable feedback will be obtained and incorporated into the final alternatives analysis and selection of the preferred alternative that will be the basis of the final design.

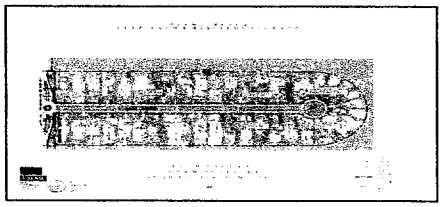
Following the planning of the improvements, construction documents will be developed under an aggressive schedule. The construction plans are anticipated to number more than 400 sheets. Total construction cost of underground infrastructure improvements is estimated at $9,919,500.

Star, Palm and Hibiscus Islands Neighborhood Water, Wastewater, and Stormwater Improvements, and Streetscape Enhancements *(Subconsultant)*

City of Miami Beach, Florida







Contact
Program Manager:
Burt Vidal, P.E.
Hazen & Sawyer
975 Arthur Godfrey Road
Miami Beach, Florida 33140
(305) 532-9292

Consultant
Burns & McDonnell
2701 Ponce de Leon Boulevard
Suite 300
Coral Gables, FL 33134
(305) 476-5820

Completion Date
Start: July 2000
Submitted 30% Construction Plans (Design In Progress)

Design Fee
$134,000.00

Construction Cost Estimate
$3,400,000.00

Relevant Tasks
- Planning
- Design
- Stormwater analysis and design
- Water Distribution analysis and design
- Cost analysis
- Environmental permitting
- Community involvement Bidding and award
- Construction Administration

Key Individuals
Mauricio Paredes, P.E.
James M. Kanter, P.E.

Description
Burns & McDonnell is currently principal subconsultant for all the engineering required by this $12.4 million urban infrastructure redevelopment project. The scope of services includes: planning, engineering, bidding, and construction administration of the capital right-of-way infrastructure improvements for the Star, Palm and Hibiscus Islands neighborhood in Miami Beach, Florida. The capital improvements involved include: water, wastewater, stormwater, and aboveground streetscape enhancements. The aboveground improvements include street lighting, sidewalk repair, and other sidewalk improvements required for compliance with the Americans with Disabilities Act (ADA), street resurfacing, and pavement markings. The planning effort requires verification of previously prepared water and wastewater system and stormwater master plans, field verification of existing infrastructure, alternative development, cost analysis, and phasing of the construction of the improvements. The planning phase culminates in a basis of design report describing the engineering analysis, alternatives and preferred alternatives recommended by Burns & McDonnell for each of the components of the project.

The planning phase also involves community involvement though participation in two community design workshops. Burns & McDonnell will present various alternative implementation schemes for the wastewater and stormwater improvements and provide engineering support related to the above ground improvements. During these sessions valuable feedback will be obtained and incorporated into the final alternatives analysis and selection of the preferred alternative that will be the basis of the final design.

Following the planning of the improvements, construction documents will be developed under an aggressive schedule. The construction plans are anticipated to number more than 400 sheets.

CRAIG A. SMITH ASSOCIATES

McMAHON ASSOCIATES, INC.
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Project Profiles

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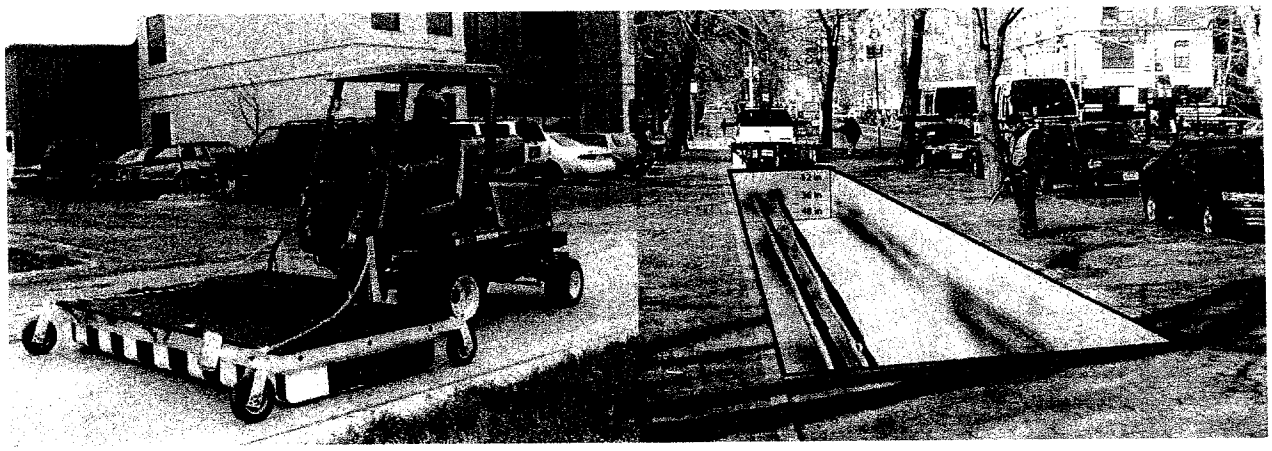

Computer Aided Radar Tomography

SERVICE NAME:	3D Imaging Radar—CART Services
PROJECT ENTITY:	Florida Department of Transportation, Various Governments & Utilities Throughout Florida
CONTACT NAME/NO.:	Greg Jeffries, Director—Subsurface Utility Engineering 954-782-8222
SERVICE DESCRIPTION:	Provides complete three dimensional imaging of existing underground facilities in near photographic image quality. Produces "slices" of underground information similar to CT or MRI Scans. Resulting information can be translated to AutoCAD® or Microstation® formats and is accurate to +/- 0.2" horizontal and vertical.
APPLICATIONS:	Underground Utilities / Facilities, Landfill Studies, Graveyard Studies, Archeological Sites, Leak Detection, Brownfield Studies, Contaminant Plume Mapping, Underground Storage Tank Inspections, Utility As-Built GIS Mapping.

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Project Profiles

Craig A. Smith & Associates

Utility Locations

PROJECT NAME:	Locate / Mark City of Lauderhill Utilities
PROJECT ENTITY:	City of Lauderhill, FL
CONTACT NAME/NO.:	Brian Shields, P.E., Utilities Director *Phone: 954-730-2961*
PROJECT DESCRIPTION:	Perform complete surface designation of existing City of Lauderhill Utilities including, water, sewer, raw water & reclaim.
RESPONSIBILITIES:	Electronic Surface Designation, Ground Penetrating Radar Studies, Vacuum Soft Digs & GPS/GIS Utility Surveys
TOTAL BID PRICE:	$60,000 Annually
PROJECT INITIATION:	February 2003
PROJECT COMPLETION:	February 2005

Project Profiles

Craig A. Smith & Associates

Subsurface Utility Engineering

PROJECT NAME:	Port Everglades Security Enhancements
PROJECT ENTITY:	HyPower, Inc.
CONTACT NAME/NO.:	Eric Paul-Hus *Phone: 954-978-9300*
PROJECT DESCRIPTION:	Perform complete surface designation of existing Utilities including, Fuel, Oil, Gas, Powdered Cement Solids, Water, Sewer, Raw Water, Reclaim, Traffic Signal Interconnect, Street Lighting and Other Communications.
RESPONSIBILITIES:	Electronic Surface Designation, Ground Penetrating Radar Studies, Vacuum Soft Digs & GPS/GIS Utility Surveys
TOTAL BID PRICE:	$202,400.00
FINAL PRICE:	Ongoing
PROJECT INITIATION:	February 2004
PROJECT COMPLETION:	June 2004

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Project Profiles

Craig A. Smith & Associates

Subsurface Utility Engineering

PROJECT NAME:	Port of Miami Security Enhancements
PROJECT ENTITY:	HyPower, Inc.
CONTACT NAME/NO.:	Eric Paul-Hus *Phone: 954-978-9300*
PROJECT DESCRIPTION:	Perform complete surface designation of existing Utilities including, Fuel, Oil, Gas, Powdered Cement Solids, Water, Sewer, Raw Water, Reclaim, Traffic Signal Interconnect, Street Lighting and Other Communications.
RESPONSIBILITIES:	Electronic Surface Designation, Ground Penetrating Radar Studies, Vacuum Soft Digs & GPS/GIS Utility Surveys
TOTAL BID PRICE:	$200,000.00
FINAL PRICE:	Ongoing
PROJECT INITIATION:	April 2004
PROJECT COMPLETION:	September 2004

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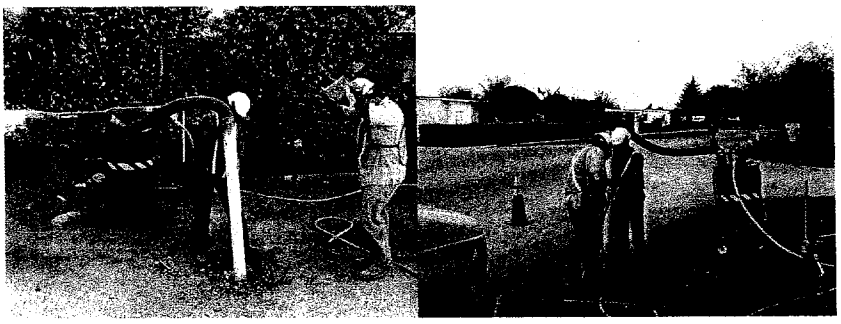

Subsurface Utility Engineering

PROJECT NAME:	Sweetwater Drainage Improvements
PROJECT ENTITY:	City of Sweetwater, Florida
CONTACT NAME/NO.:	Manuel Marono, Mayor 305-221-0411
PROJECT DESCRIPTION:	Perform complete subsurface utility engineering for all existing utilities including, water, sewer, irrigation, drainage and street lighting in advance of $15MM stormwater drainage improvement project.
RESPONSIBILITIES:	Electronic Surface Designation, Ground Penetrating Radar Studies, Vacuum Soft Digs & GPS/GIS Utility Surveys
TOTAL BID PRICE:	$175,000.00
FINAL PRICE:	$175,000.00
PROJECT INITIATION:	March 2001
PROJECT COMPLETION:	Continual

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Project Profiles

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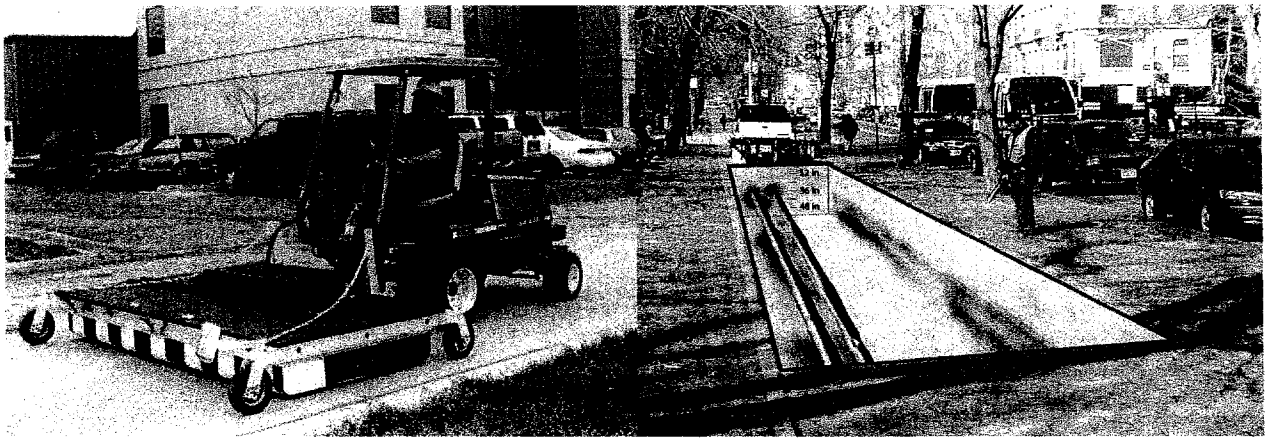

Computer Aided Radar Tomography

SERVICE NAME:	3D Imaging Radar—CART Services
PROJECT ENTITY:	Florida Department of Transportation, Various Governments & Utilities Throughout Florida
CONTACT NAME/NO.:	Greg Jeffries, Director—Subsurface Utility Engineering 954-782-8222
SERVICE DESCRIPTION:	Provides complete three dimensional imaging of existing underground facilities in near photographic image quality. Produces "slices" of underground information similar to CT or MRI Scans. Resulting information can be translated to AutoCAD® or Microstation® formats and is accurate to +/- 0.2" horizontal and vertical.
APPLICATIONS:	Underground Utilities / Facilities, Landfill Studies, Graveyard Studies, Archeological Sites, Leak Detection, Brownfield Studies, Contaminant Plume Mapping, Underground Storage Tank Inspections, Utility As-Built GIS Mapping.

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Project Profiles

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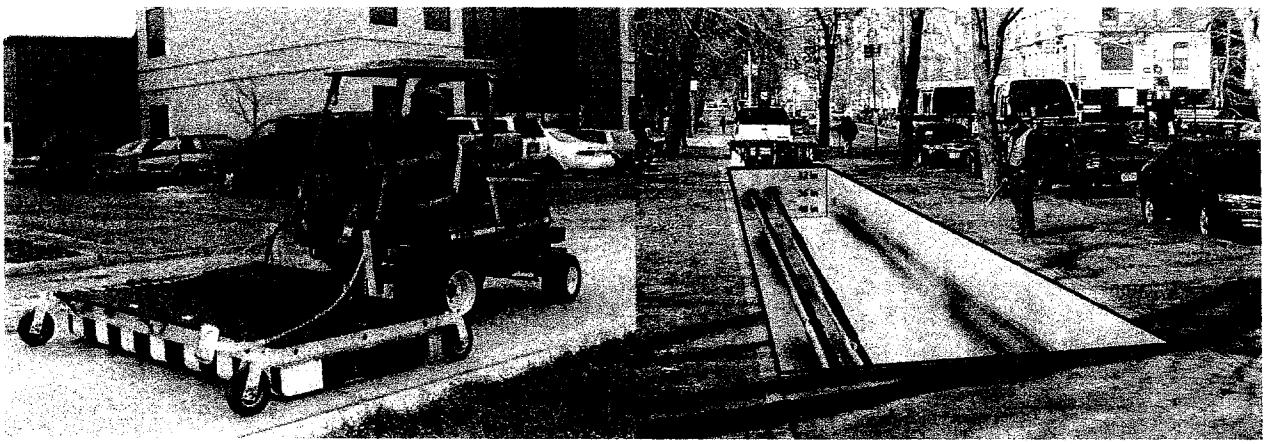

Computer Aided Radar Tomography

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PROJECT ENTITY:	Florida Department of Transportation, Various Governments & Utilities Throughout Florida
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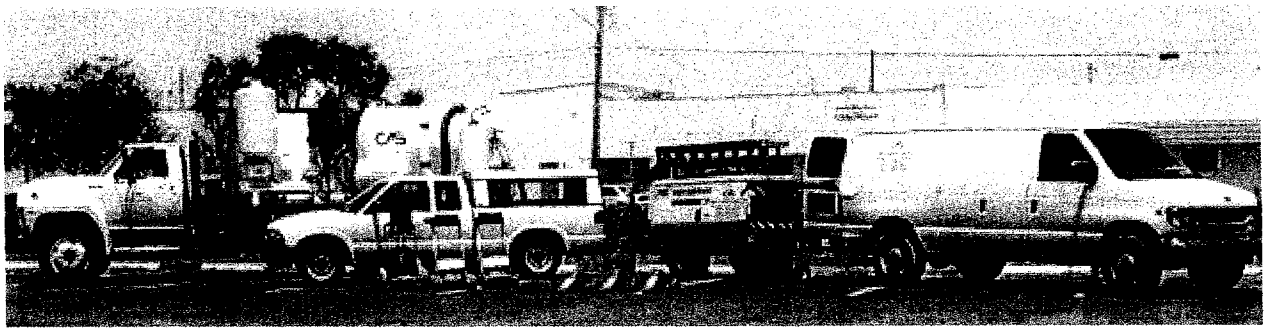
Project Profiles

Craig A. Smith & Associates



Subsurface Utility Engineering

PROJECT NAME:	Broward County Locate / Mark Utilities
PROJECT ENTITY:	Broward County OES
CONTACT NAME/NO.:	Joe Finley, Damage Prevention Director *Phone: 954-985-8156*
PROJECT DESCRIPTION:	Perform complete surface designation of existing Broward County Utilities including, water, sewer, raw water, reclaim, traffic signal interconnect, street lighting and other communications.
RESPONSIBILITIES:	Electronic Surface Designation, Ground Penetrating Radar Studies, Vacuum Soft Digs & GPS/GIS Utility Surveys
TOTAL BID PRICE:	$302,755.50 Annually
FINAL PRICE:	$302,755.50 Annually
PROJECT INITIATION:	December 2002
PROJECT COMPLETION:	December 2004

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EDSA

McMAHON ASSOCIATES, INC.
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PROJECT LISTING

A1A Daytona Beach Streetscape
Client: City of Daytona Beach
301 S. Ridgewood Avenue
Room 240
Daytona Beach, FL 32115-2451
386-671-8127
Description: A 1.3 mile stretch of Atlantic Avenue through Daytona Beach. EDSA provided the original 10 mile corridor enhancement study along the "World's Most Famous Beach" stretching from Ormond Beach to Daytona Beach Shores.
Started: 1/6/2003
Completed: 8/28/2003
Role of our firm: EDSA provided full landscape architectural design services including vehicular and pedestrian hardscape, landscape planting, landscape irrigation, beach access design, site lighting concepts and site furnishings.

City of Lauderhill Streetscapes
Client: City of Lauderhill
2000 City Hall Drive
Lauderhill, FL 33313
954-730-3010
Description: EDSA is currently providing conceptual master planning and landscape architecture for various landscape projects for the City of Lauderhill. The beautification process and overall master planning of the State Road 7/U.S. 441 corridor in Lauderhill is the first task for landscape improvements.
Started: 3/2/2004
Finished: On-going
Role of Our Firm: Conceptual master planning and landscape architecture

Broward County's Cpted On Sunrise Blvd. (Crime Prevention Through Environmental Design)
Client: Broward County Board of County Commisioners
Engineering Division
115 S. Andrews Avenue, Room 321
Fort Lauderdale, FL 33301
Description: EDSA provided conceptual design and preliminary cost estimates for improvements on Sunrise Boulevard, including gateway design, street furniture, pedestrian lighting and signage.
Started: 1/10/2000
Completed: 11/14/2000
Role of Our Firm: Conceptual design and preliminary cost estimates

Coral Ridge Streetscape
Client: VMC Realty
2132 E. Oakland Park Blvd.
Fort Lauderdale, FL 33306
954-566-1661
Description: Coral Ridge Streetscape – Located in East Fort Lauderdale, Florida, the neighborhood association was concerned with the current streetscape condition of the major north south collector traversing through the neighborhood. EDSA, in collaboration with a traffic planner, prepared conceptual drawings and facilitated a public consensus building process with the neighborhood associated for traffic calming and streetscape improvements. Upon completion of the conceptual drawings, the homeowners association voted unanimously to accept the recommendations and forward to the City Commission.
Started: 1/6/2003
Completed: 8/28/2003
Role of our Firm: Conceptual drawings and facilitated a public consensus building process

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Accepting the City Manager's Recommendation Pertaining to the Ranking of Firms for a Workers' Compensation Claims Administration Services. Authorizing the Administration to Enter into Negotiations, and Authorizing the Mayor and City Clerk to Execute an Agreement for Claim Administration Services for the City of Miami Beach Self-Insured Workers' Compensation Program.

Issue:

Shall the Commission Adopt the Resolution?

Item Summary/Recommendation:

On January 10, 2001, the Mayor and City Commission authorized the Administration to execute an Agreement with Johns Eastern Co. as the State Certified Workers' Compensation Claims Administrator. The current Agreement expires on January 31, 2005, with no further options to renew.

Request for Proposals (RFP) No. 45-03/04 was issued for Claim Administration Services Self-Insured Workers' Compensation Program, as authorized by the City Manager. Responsive proposals were received from The Alliance - Presented by the Florida League of Cities, Inc.; Johns Eastern Company, Inc; and Multi-Line Claims Service, Inc. and MME, Inc.

An Evaluation Committee appointed by the City Manager reviewed the proposals, scored and ranked the three proposals.

Johns Eastern pricing is the lowest cost to the City of the proposers. Johns Eastern being the current provider to the City has a good working knowledge of the account. The firm's claims administrators are known to the City and have a local presence. In addition, Johns Eastern is the only firm of the three which did not partner with another provider and provides the services under one entity.

The Evaluation Committee unanimously ranked Johns Eastern as number one.

ADOPT THE RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	$187,500 per year for the first 2 years and a maximum increase of 7% for years 3, 4 and 5.	540.1790.000312	
	2	$155,069 per year for first 2 years and a max. increase of 7% for years 3, 4 and 5.	540.1792.000381	
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager/CFO	City Manager

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AGENDA ITEM C7P

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 45-03/04 CLAIM ADMINISTRATION SERVICES FOR THE CITY OF MIAMI BEACH SELF-INSURED WORKERS' COMPENSATION PROGRAM; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP RANKED FIRM OF JOHNS EASTERN COMPANY, INC.; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON THE COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

AMOUNT AND FUNDING

Budget code 5401790000312-Professional Services
Claims Administration Fees Estimated at $187,500 per year for the first two years, and a maximum 7%, per year, increase for years 3, 4 and 5.

Budget code 5401792000381-Workers' Compensation Claim Payment
Managed Care Fees (these are deemed medical by Statute). Estimate $155,069 per year for the first two years and a maximum 7%, per year, increase for years 3, 4 and 5.

ANALYSIS

The City of Miami Beach ("City") is approved by the Florida Department of Labor and Employment Security/Division of Workers' Compensation to self-insure for Workers' Compensation. The Division of Workers' Compensation requires that the claims administration be provided by a State Certified Workers' Compensation Claims Administrator.

On January 10, 2001, the Mayor and City Commission authorized the Administration to execute an Agreement with Johns Eastern Co. as the State Certified Workers' Compensation Claims Administrator. The Agreement period was for two years with renewal options for two additional one-year periods. The Administration has continued the Agreement through option years one and two for a total service agreement period of four years. The current Agreement expires on January 31, 2005, with no further options to renew.

The City Manager authorized the Administration to issue a Request for Proposals (RFP) for Claim Administration Services for the City of Miami Beach Self-Insured Workers' Compensation Program.

RFP PROCESS

On October 5, 2004 RFP No. 45/03-04 was issued and notices sent to over 70 firms, which resulted in the receipt of four proposals from the following firms:

The Alliance - Presented by the Florida League of Cities, Inc.
Employers Mutual, Inc.
Johns Eastern Company, Inc.
Multi-Line Claims Service, Inc. and MME, Inc.

Upon review of the proposals, Employer's Mutual Inc. did not address the mandatory supplemental questions and were deemed to be non-responsive for not meeting the minimum requirements.

On November 10, 2004 the City Manager via Letter to Commission No. 279-2004 appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

1. Ramon Dueñas, Expenditure/Treasury Manager - CMB
2. Jim Sutter, Internal Auditor - CMB
3. Kelly Reid, FOP Representative/Police Department - CMB
4. Dwayne Drury, IAFF Representative /Fire Department – CMB
5. Phyllis Shamus, CWA Representative/Police Department - CMB
6. Willie Sanders, GSA Representative/Public Works - CMB
7. Prince Pearse, AFSCME Vice President/Public Works – CMB
8. Marsha Behr Pascual, Risk Manager – Miami-Dade County
9. Don Jackle, Risk Manager – City of Coral Gables

The City Manager appointed Jim Sutter as the Chair of the Committee.

Ramon Dueñas, Dwayne Drury, and Prince Pearse were not able to participate due to scheduling and contact conflicts.

The Committee convened on December 13, 2004 and was provided with an overview of the project, information relative to the City's Cone of Silence Ordinance, and the Government in the Sunshine Law. The Committee then discussed the proposals relative to how closely they matched the needs of the City and employees as well as the cost impact to the City.

The following cost analysis was performed on the three proposals:

Claims Administration Fee Comparison

Annual Fee	Florida League Of Cities, Inc.	Johns Eastern Co.	Multi-Line Claim Services
Year One	$308,500	$187,500	$185,000
Year Two	$305,000	$187,500	$256,200 ($185,000+$71,200-T.O.Claims)
Year Three	$314,150	$200,625	$281.820 ($203,500+$78,320-T.O.Claims)
Year Four	$323,575	$214,668	$310,002 ($223,850+$86.152-T.O. Claims
Year Five	$333,281	$229,969	$341,002 ($246,235+$94.767-T.O.Claims)
Total All Years	**$1,584,506**	**$1,020,262**	**$1,374,024**

- Florida League of Cities proposes a one time conversion fee of $3,500 for year one and 3% increases for years three through five.

- Johns Eastern proposes increases not to exceed 7%, per year, for years three through five.

- Multi-Line Claim Service proposes $185,000 for year one and two, with a 10% increases for years three through five. In addition, there is a flat per claim charge for take over claims of $45 per claim per month until closed for those claims open as of 01/30/05 with the per claim rate increasing by 10% for years two through five ($81,000-year 2, $89,100-year 3, $98,010-year 4, $107,811-year 5). Currently, we have 132 indemnity cases open which occurred prior to 09/30/03 (used for calculation purposes)

- **Current contract fee with Johns Eastern is $207,579 per year with an increase not to exceed 7% per year.**

Managed Care/ Medical Case Management
Year One

Service	Florida League Of Cities	Johns Eastern Co.	Multi-Line Claim Services
Managed Care/Medical Management (telephonic)	$250 per claim per month (not capped)	$171 per claim (capped)	$240,700
Network Fee	$41 per claim	None	None
Medical Bill Review	$8.50 per bill	$5.95 per bill plus 30% of savings	None
Estimated Cost (Based on 600 annual claims)	$211,600	$155,069	$240,700

- Estimate for Florida League of Cities based on 500 Medical only and 100 Indemnity with a one month rate for Managed Care/Medical Management Medical Only and a two month rate for Indemnity. In addition, the Network Fee, and the flat rate for medical bill review was used ($195 Indemnity/$35 Medical Only).

- Estimate for Johns Eastern used 500 Medical Only and 100 Indemnity, and three year average annual cost for medical fee scheduling.

- Estimate for Multi-Line Claim Services based on actual proposed amount for first year.

Questions among Committee members arose relative to the relationship of the Alliance proposed partners -Unisource, Choice Medical Management and Tillinghast-Towers Perrin. Also, the Committee questioned whether this partnership is in effect with any other government agencies. Procurement contacted the Florida League of Cities and ascertained that the Alliance was formed as a result of their seeing a need to provide this type of partnership to government agencies in Florida. The Florida League of Cities would act as the customer service and billing entity while Unisource is the Third Party Administrator. There are currently three other agencies utilizing this Alliance - Hollywood, Leesburg and Pompano Beach.

The references received by Procurement were distributed to the Committee Members for their review and discussion. While at least six reference contacts were provided by each proposer, and multiple attempts were made to acquire feedback from all references, there were three reference responses for each of the proposers. The reference feedback received was relatively positive for the three proposers, however Johns Eastern had the largest municipal experience.

Johns Eastern being the current provider since 1985 to the City has a good working knowledge of the account. The firm's claims administrators are known to the City and have a local presence. Johns Eastern is the only firm of the three which did not partner with another provider and provides the services under one entity. In addition, Johns Eastern pricing is the lowest cost to the City of the proposers.

The Committee was instructed to rank and score each proposal pursuant to the evaluation criteria established in the RFP, which was as follows (total possible 100 points):

Evaluation Criteria/Factors	Weight
• Proposer's Qualifications and Experience In Providing Florida Workers' Compensation Administration Services	20%
• Qualifications and Experience of the Proposer's Personnel to be Assigned to the Account	20%
• Cost of Services (Fee)	30%
• Demonstration of Successful Prior Performance in Providing these Services and Knowledge of Florida Municipal Agencies	20%
• Proposer's References	10%

The Committee then scored and ranked the firms as follows:

COMMITTEE MEMBER	FLORIDA LEAGUE OF CITIES SCORE	FLORIDA LEAGUE OF CITIES RANKING	JOHNS EASTERN COMPANY SCORE	JOHNS EASTERN COMPANY RANKING	MULTI-LINE CLAIMS SCORE	MULTI-LINE CLAIMS RANKING
JIM SUTTER	76	3rd	91	1st	82	2nd
KELLY REID	85	2nd	86	1st	72	3rd
PHYLLIS SHAMUS	60	2nd	90	1st	60	3rd
WILLIE SANDERS	32	3rd	88	1st	36	2nd
MARSHA PASCUAL	72	2nd	92	1st	69	3rd
DON JACKLE	53	3rd	90	1st	65	2nd

All six Committee Members ranked Johns Eastern as number one.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the attached resolution, which recommends the acceptance of the ranking of the firms and authorizes the Administration to enter into negotiations with the top-ranked firm of Johns Eastern Company, Inc.; and further authorizing the Mayor and City Clerk to execute an agreement upon the completion of successful negotiations by the Administration.

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RESOLUTION TO BE SUBMITTED

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution of the Mayor and City Commission approving the release of the 1929 Easement Agreement in favor of Collins-33rd Street Realty Corp., owners of the Saxony Hotel property located at 3201 Collins Avenue.

Issue:

Shall the City Commission approve the release of the 1929 Easement Agreement in favor of Collins-33rd Street Realty Corp., owners of the Saxony Hotel property located at 3201 Collins Avenue?

Item Summary/Recommendation:

In 1929 Easement Agreements by several ocean front property owners granted the City of Miami Beach easements for erosion control east of a Base Line established for this purpose. The easement granted the City of Miami Beach authority to place structures to control the erosion of the beach front properties.

After the construction of an artificial sand dune by the Army Corps of Engineers, a new erosion control line was established by the State of Florida to the east of the 1929 City Base Line. All new erosion control structures must now be built east of the Erosion Control Line therefore rendering the 1929 Easement Agreement running through a portion of the Saxony Hotel property obsolete for the purpose it was created for.

The Administration recommends adopting the Resolution.

Advisory Board Recommendation:

Financial Information:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

City Clerk's Office Legislative Tracking:

Robert Halfhill, Extension 6833

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2005\Jan1205\Regular\Saxony Hotel Easement Summary.doc

AGENDA ITEM C7Q

DATE 1-12-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: January 12, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A RELEASE OF AN EASEMENT AGREEMENT FOR LOTS 1 AND 2, OF BLOCK 19, MIAMI BEACH IMPROVEMENT COMPANY'S OCEAN FRONT SUBDIVISION, IN FAVOR OF COLLINS-33RD STREET REALTY CORPORATION, A FLORIDA CORPORATION OWNER OF THE SAXONY HOTEL PROPERTY, LOCATED AT 3201 COLLINS AVENUE; SAID RELEASE SUBJECT TO AND CONTINGENT UPON COLLINS-33RD STREET REALTY CORPORATION'S SATISFACTION OF THE CONDITIONS SET FORTH IN THIS RESOLUTION.**

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

BACKGROUND:

In 1929, Easement Agreements by several ocean front property owners, granted the City of Miami Beach erosion control easements east of a Base Line established for this purpose (see attached Exhibit "A"). The Easement Agreement granted the City of Miami Beach authority to place structures to control the erosion of the beach front.

After a beach re-nourishment project which resulted in the construction of an artificial sand dune by the U.S. Army Corps of Engineers, the Base Line, established by the 1929 Easement Agreement was replaced by the establishment of the Erosion Control Line, by the State of Florida Department of Environmental Protection (DEP), which currently runs to the east of the Base Line established in the 1929 Easement Agreement.

On May 5, 2004, the Crown Hotel Property, which is being redeveloped at 4041 Collins Avenue, requested from the City Commission a release from such an Easement Agreement on their property. The request was reviewed by the City Commission and on June 9, 2004, Resolution No. 2004-25599 was adopted releasing the Crown Hotel Property from the easement agreement on that property (Crown Hotel easement, exhibit B).

The Saxony Hotel, located at 3201 Collins Avenue is being redeveloped and reconstructed.

An Easement Agreement similar to the Crown Hotel mentioned above exists for Lots 1 and 2 of Block 19. The owners of the property, Collins-33rd Street Realty Corporation have requested the City release them from this easement agreement.

ANALYSIS:

The Saxony Hotel Property, located 3201 Collins Avenue, has obtained design approval from the City for a renovation and new construction project, which contemplates the restoration and partial demolition of the existing 12 story Saxony Hotel, site improvements and construction of a new 19 story multifamily building.

While there is no evidence in either the City's records or State DEP's records to evidence that the 1929 Easement (establishing the Base Line) was ever terminated, neither the City nor the State DEP currently utilize the 1929 Base Line demarcation for purposes of permitting and constructing erosion control structures. Were the City to construct today the jetties, groynes, seawalls, and bulkheads contemplated within the 1929 Easement, under current State DEP permitting guidelines, all new such erosion control structures would have to be built east of the current Erosion Control Line (as established by DEP). Therefore, the City could no longer build erosion control structures in the 1929 Easement Agreement area, rending the Easement Agreement obsolete for the purpose it was created for.

The Saxony Hotel owned by Collins-33rd Street Realty Corporation is presently under contract to be purchased and developed by the Patrinely Group. In order to build on the 1929 easement area and to ensure clear title for the property the owner is seeking release from a 1929 Easement Agreement with the City, that run through a portion of the Saxony Hotel property.

The Administration has reviewed this request for the release of the easement agreement, which is similar to the previously mentioned Crown Hotel easement, and is recommending the release be approved with the following conditions:

1) Collins-33rd Street Realty Corporation agrees to deliver a Release, in a form acceptable to the City Attorney and City Manager, which would release the City from any construction obligation(s) under the 1929 Easement (that is, the rights granted to the City therein to construct jetties, groves, seawalls, and bulkheads).

2) Collins-33rd Street Realty Corporation agrees to execute and deliver a letter agreement, in a form acceptable to the City Attorney and City Manager, representing that the Saxony Hotel Property would have no future objection, nor would it contest any permits obtained by the City, with respect to the design and construction of a proposed public beachwalk and/or boardwalk which (in part) would run behind the Saxony Hotel Property, on the State owned beach, east of the erosion control line, and which would be reasonably similar to the existing beachwalk project which is under construction, and which will connect the existing walkway fronting Lummus Park with the existing elevated wooden boardwalk which currently begins at 21st Street.

CONCLUSION:

The Administration recommends approving the Resolution.

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A RELEASE OF AN EASEMENT AGREEMENT FOR LOTS 1 AND 2, OF BLOCK 19, MIAMI BEACH IMPROVEMENT COMPANY'S OCEAN FRONT SUBDIVISION, IN FAVOR OF COLLINS–33RD STREET REALTY CORPORATION, A FLORIDA CORPORATION, OWNER OF THE SAXONY HOTEL PROPERTY, LOCATED AT 3201 COLLINS AVENUE; SAID RELEASE SUBJECT TO AND CONTINGENT UPON COLLINS–33RD STREET REALTY CORPORATION'S SATISFACTION OF THE CONDITIONS SET FORTH IN THIS RESOLUTION.

WHEREAS, in 1929, an Easement Agreement was granted to the City of Miami Beach which established a "Base Line", giving the City the right to construct certain erosion control structures, such as jetties, groynes, seawalls, and bulkheads, east of said Base Line; said Easement Agreement is attached as Exhibit "A" hereto (the 1929 Easement); and

WHEREAS, after the construction of an artificial sand dune by the U.S. Army Corps of Engineers, a new erosion control line was established by the State of Florida Department of Environmental Protection (DEP) to the east of the Base Line established in the 1929 Easement (Erosion Control Line); and

WHEREAS, the Saxony Hotel located at 3201 Collins Avenue and owned by Collins-33rd Street Realty Corporation, is presently under contract to be purchased and developed by the Patrinely Group; and

WHEREAS, a portion of the 1929 Easement Area runs through the existing Saxony Hotel Property; and

WHEREAS, in order to build within the 1929 Easement area and to ensure clear title for the property, Collins-33rd Street Realty Corporation is seeking release from the City of its rights under the 1929 Easement; and

WHEREAS, in reviewing a similar situation with the 1929 Easement and the Crown Hotel, located at 4041 Collins Avenue, documentation from the Florida Department of Environmental Protection (DEP) was provided to the Administration stating that while there is no record of release and/or termination of the 1929 Easement Agreement, the Base Line originally established pursuant

to said 1929 Easement Agreement is no longer utilized as the demarcation in the permitting and construction of erosion control structures; and

WHEREAS, the City concurs with DEP's analysis; the City no longer utilizes the Base Line established under the 1929 Easement for purposes of permitting the construction of erosion control structures, since all new erosion control structures must be built east of the Erosion Control Line; and

WHEREAS, accordingly, the Administration would recommend that the Mayor and City Commission authorize the Mayor and City Clerk to execute the attached Release, subject to and contingent upon Collins-33rd Street Realty Corporation's satisfaction of the following conditions:

1) Collins-33rd Street Realty Corporation shall agree and deliver a Release, in a form acceptable to the City Attorney and City Manager, releasing the City of Miami Beach from any obligation to construct the jetties, groynes, seawalls, and bulkheads referenced in the 1929 Easement; and
2) Collins-33rd Street Realty Corporation shall execute and deliver a letter agreement, in a form acceptable to the City Attorney and City Manager, representing that, as the owner(s) of the Saxony Hotel Property, it shall have no objection to, nor shall it contest any and all permits the City may obtain, with respect to the City's design and construction of a proposed public beachwalk and/or boardwalk project behind the Saxony Hotel Property, on the State owned beach, east of the Erosion Control Line, including that certain area landward and seaward of the dune, and reasonably similar to the existing at-grade pedestrian walkway, including landscaping, lighting and irrigation, along the landward side of the dune, connecting the existing walkway fronting Lummus Park and the existing elevated wooden boardwalk, which currently begins at 21st Street (Beachwalk Project).

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute a Release of the 1929 Easement Agreement for Lots 1 and 2, Block 19, of Miami Beach Improvement Company's Ocean Front Subdivision, in favor of Collins-33rd Street Realty Corporation, a Florida Corporation, as owner of the Saxony Hotel property, located at 3201 Collins Avenue; said release subject to and contingent upon Collins-33rd Street Realty Corporation's satisfaction of the following conditions: 1) Collins-33rd Street Realty Corporation shall agree and deliver of Release, in a form acceptable to the City

Attorney and City Manager, releasing the City of Miami Beach from any obligation to construct the jetties, groynes, seawalls, and bulkheads referenced in the 1929 Easement; and 2) Collins-33rd Street Realty Corporation shall execute and deliver a letter agreement, in a form acceptable to the City Attorney and City Manager, representing that, as the owner(s) of the Saxony Hotel Property, it shall have no objection to, nor shall it contest any and all permits the City may obtain, with respect to the City's design and construction of a proposed public beachwalk and/or boardwalk project behind the Saxony Hotel Property, on the State owned beach, east of the Erosion Control Line, including that certain area landward and seaward of the dune, and reasonably similar to the existing at-grade pedestrian walkway, including landscaping, lighting and irrigation, along the landward side of the dune, connecting the existing walkway fronting Lummus Park and the existing elevated wooden boardwalk, which currently begins at 21st Street (Beachwalk Project).

PASSED and **ADOPTED** this ____ day of _____, 2005.

ATTEST:

_____ _____

CITY CLERK **MAYOR**

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

Donald Papy on 1/7/05

City Attorney **Date**

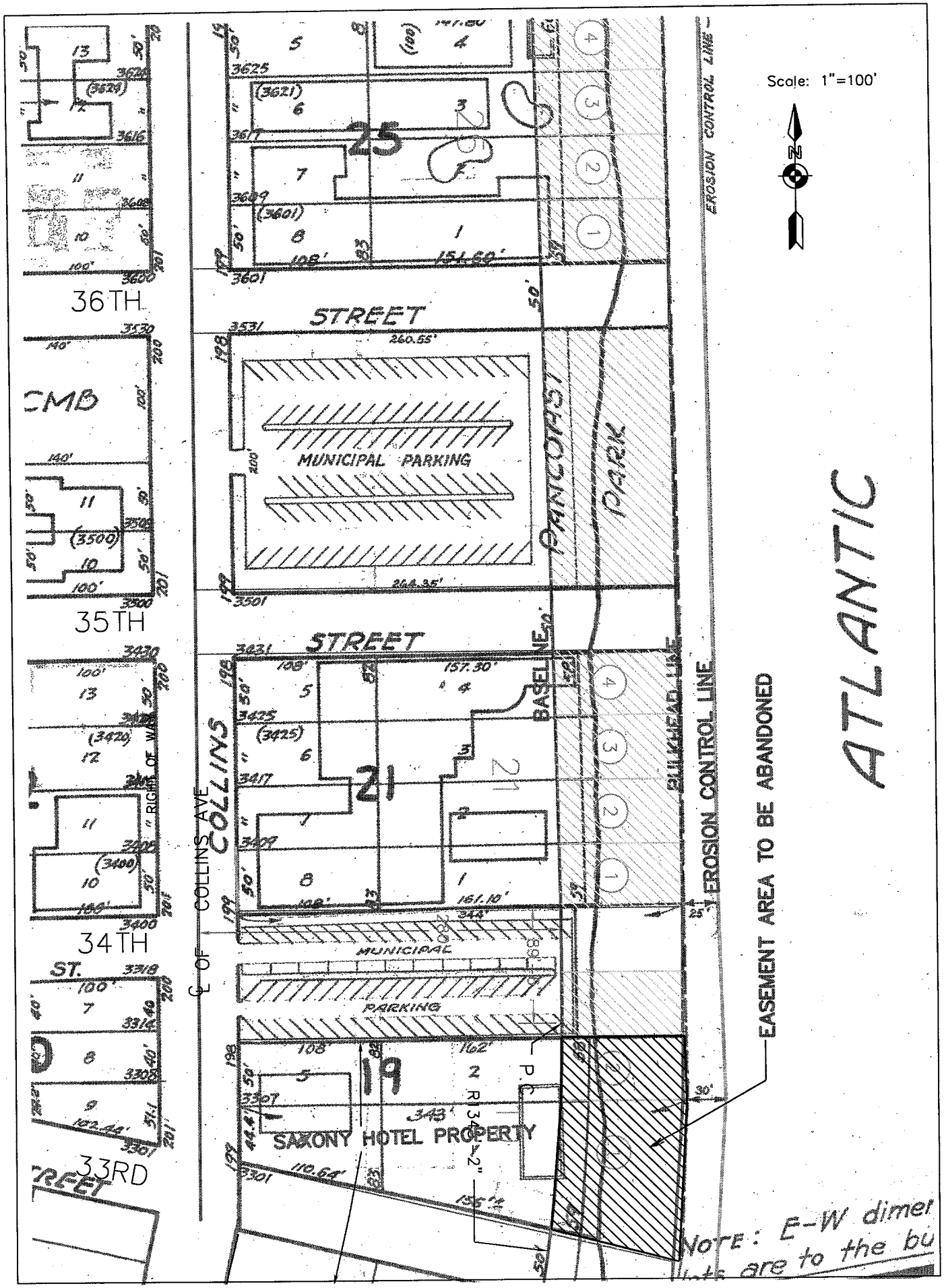

EXHIBIT " A " - LOCATION OF EASEMENT AT THE SAXONY HOTEL EXHIBIT "A"

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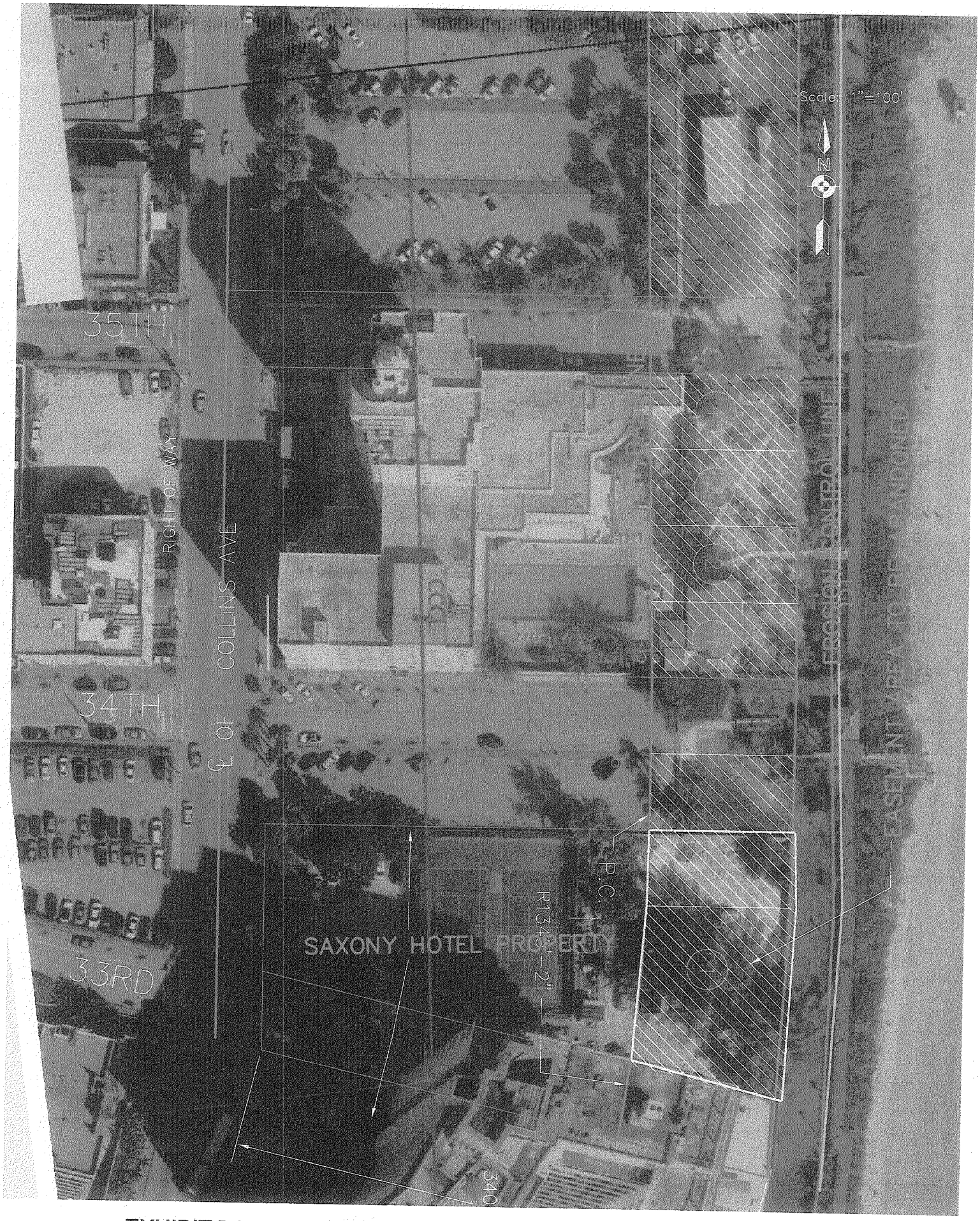


EXHIBIT " A " - LOCATION OF EASEMENT AT THE SAXONY HOTEL

C 37-1

THIS AGREEMENT, made this 9th day of May A. D. 1929, between William F. Whitman, and Leona E. Whitman, his wife

hereinafter referred to as the Lienor, Owner, of the first part, and THE CITY OF MIAMI BEACH, FLORIDA, a municipal corporation under the Laws of the State of Florida, hereinafter referred to as the City, of the second part:

WITNESSETH: That the said Lienor Owner, the Lienor Owner of the following described lands, located within the City Limits of the City of Miami Beach, Dade County, Florida, to-wit: Lots ONE (1) TWO (2) and THREE (3) of Block NINETEEN (19), Miami Beach Improvement Company's Ocean Front Subdivision, according to The Amended Map of The Ocean Front Property of the Miami Beach Improvement Company, recorded in June, 1915, in Plat Book No. 5, Pages 7 and 8, of the Public Records of Dade County, Florida:

> That the following line: Beginning at a point which is on the Northerly line of 44th Street produced Easterly and 245.8 feet Easterly of the center line of Collins Avenue, running thence in a Southerly direction to a point which is on the Northerly line of Fortieth Street and 250.4 feet Easterly of the said center line of Collins Avenue; thence continuing Southerly to a point which is on the Northerly line of Thirty-fourth Street and 280.0 feet Easterly of the said center line of Collins Avenue; thence continuing Southerly along the last mentioned course produced Southerly for a distance of 89.5 feet to a point of curvature; thence deflecting Westerly around a curve of 1,345.15 foot radius to a point which is on the Southerly line of Thirty-third Street.
>
> As said Streets and Avenue are shown on the aforementioned map and as said Streets are named and designated in Ordinance No. 232.

which shall hereafter be known as the "BASE LINE," extends through the above described property; that the above described land borders on or lies near the Atlantic Ocean and because of winds and tides is endangered and may be damaged by erosion or may be added to by accretion; that the said City has power to construct jetties or groynes, seawalls and bulkheads to prevent the erosion of said lands, to cause accretion thereto and to prevent overflow thereof; that it is the desire of said Lienor Owner to promote and encourage said City in any of the aforesaid construction, any of which will be beneficial to the above described property.

NOW, THEREFORE, the Lienor, Owner, in consideration of the benefits which may be derived by virtue of any of the construction hereinabove mentioned, whenever made hereafter, and to enable the City to formulate plans and arrange finances for any of the said construction, and in consideration of the sum of One ($1.00) Dollar, to each in hand paid, the receipt whereof is hereby acknowledged, do hereby give and grant unto the said City a perpetual right and easement at any time hereafter, to construct and maintain upon any lands, whether above water or submerged, lying East or Easterly of the aforesaid Base Line, jetties, groynes, seawalls and/or bulkheads.

It is further understood and agreed that should said jetties, groynes, seawalls and/or bulkheads be constructed under the provisions of this easement, the above described property shall not be specially assessed for the cost of groynes or jetties, nor for any portion of the cost of seawalls and/or bulkheads, fill, and/or other construction at street ends.

This agreement and all of its provisions shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said Lienor Owner and the said City have hereunto set their hands and seals, or in the case of a corporation, caused this instrument to be executed in its name by its duly authorized officers, and its seal to be affixed, on the day and year first above written.

IN THE PRESENCE OF:

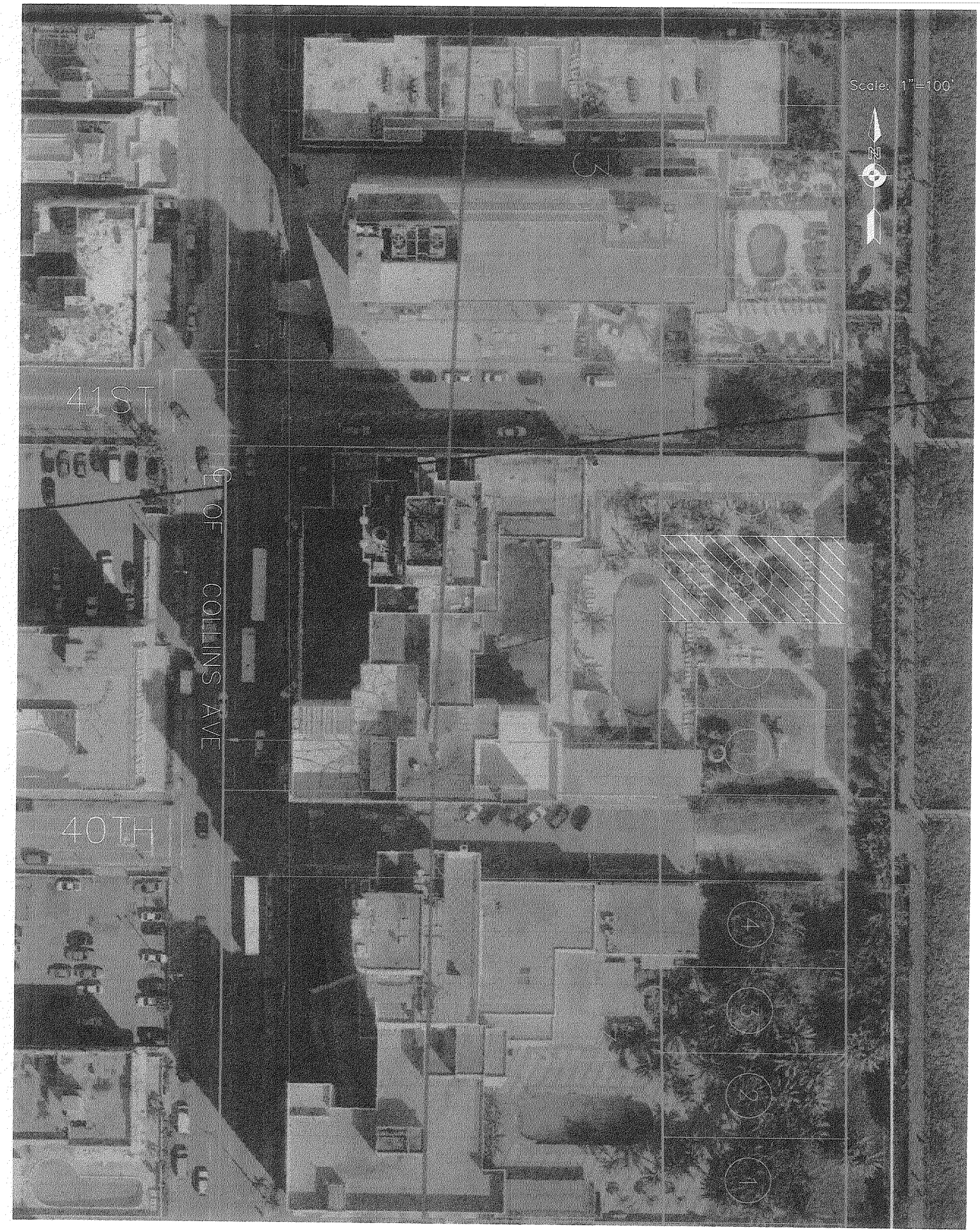
A. Currier
T. Holtzclaw

William F Whitman (Seal)
(Seal)
Leona E. Whitman (Seal)
(Seal)
of the First Part.

THE CITY OF MIAMI BEACH, FLORIDA,

Ruby J. Johnson
E. E. Branch

Alex J. Lindsay, Mayor
C. H. Tomlinson, Clerk



LOCATION OF EASEMENT AT THE CROWN HOTEL

EXHIBIT "B"