



# MIAMI BEACH

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

## COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez *Jorge*

DATE: May 13, 2009

SUBJECT: **REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE MEETING OF April 14, 2009.**

### OLD BUSINESS

1. Discussion regarding status, design and budget for the New World Symphony parking garage and park.

### ACTION

The Committee recommends that the garage budget be approved at the April 22, 2009 Commission meeting.

The Committee also supports the approval of the 2<sup>nd</sup> addendum to the Development Agreement and modifies it to include deductive-alternates that allow for the reduction of one parking level and the reduction of the number of elevators from 4 to 3.

It is also recommended that the consideration of waiving the Gehry Partners "key man" clause be postponed until May. NWS is also to continue to negotiate with Gehry Partners on their fee for a design-build concept for the park.

Assistant City Manager Tim Hemstreet presented the item and gave a brief history of the item.

Neisen Kasdin presented for the New World Symphony (NWS) and relayed Ambassador Paul Cejas' message that his company (PLC Investments Inc.) has entered into an agreement with the City of Miami Beach and the NWS, a parking covenant, to discharge the parking obligations for the NWS on his property. Per Mr. Kasdin, Ambassador Cejas also wanted the following communicated:

1. PLC Investments Inc. is proceeding with the project on his property, which is not the original plan that included condominiums but does include a garage with an amenity retail space designed by Enrique Norton. This plan will be filed with the City shortly for approval by the Planning Board. The garage building will be a 550-600 space garage and will be privately financed.
2. It is Ambassador Cejas' belief that architecturally a five level parking garage behind the NWS building is superior to a larger six level garage, which he believes will obstruct the architectural view of the Gehry building and

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- compete with it. He believes it's both better architecturally and urbanistically.
3. Ambassador Cejas also wanted noted that the greater number of spaces the City builds in it's garage, could result in fewer spaces being built in his garage.
  4. In addition, there is a parking covenant between the city, PLC, and NWS, in which NWS is obligated to utilize 175 parking spaces in the PLC garage to fulfill the parking requirements. He similarly is obligated to provide the 175 spaces for NWS and the City is obligated to both parties to let them discharge their responsibilities in that fashion.

Commissioner Victor Diaz added that in his conversation with Ambassador Cejas just prior to the Finance & Citywide Projects Committee Meeting (F&CWP), he asked whether Ambassador Cejas would charge the same fee at his garage as the City charges so that the public would be charged the same no matter where they parked, to which Ambassador Cejas replied that he was amenable. Commissioner Diaz also stated that Ambassador Cejas believed that the savings as a result of reducing the size of the garage to be built on the NWS Campus should be transferred to the park to retain the integrity of the original design.

Discussion ensued on Ambassador Cejas' statement that his garage may build fewer spaces depending on the amount of spaces the City built in the NWS garage.

Chairman Saul Gross then asked the NWS to address the status of the negotiations with Gehry Partners on the fee that would be charged to design the park. Howard Herring of NWS stated that the negotiations with Gehry Partners has progressed to a point where Gehry Partners is willing to discuss the creation of a structure for the park that would be similar to that of the garage, where they would be involved in the schematic design, then turn it over to an executive architect and we could significantly reduce the cost and still get a Gehry design and a Gehry attribution.

The discussion then moved to the Second Addendum where Commissioner Deede Weithorn stated that she wanted to see key milestones in place for the garage project and would work with the Planning Department to identify some key milestones. Commissioner Jerry Libbin supported the idea.

Commissioner Weithorn then raised the issue of the impact of the vehicles leaving the garage on 17<sup>th</sup> Street and asked if traffic engineers had studied the issue.

The Committee recommends that the garage budget be approved on April 22, 2009 Commission Meeting.

The Committee also supports the approval of the 2<sup>nd</sup> addendum to the Development Agreement and modifies it to include deductive-alternates that allow for the reduction of one parking level and the reduction of the number of elevators from 4 to 3.

It is also recommended that the consideration of waiving the Gehry Partners "key man" clause be postponed until May. NWS is also to continue to negotiate with Gehry Partners on their fee for a design-build concept for the park.

## **2. Presentation of Flamingo Park revised "Draft" Master Plan for approval.**

### **ACTION**

**The Committee directed staff as well as the architect to proceed with Option K with the following modifications:**

**Analyze the options for perimeter fencing, as far as what type and costs of fencing will be used and where will it be located.**

**Explore the possibility of moving the existing bathroom facility on the north side near the soccer field, closer to the spine or just north of the handball courts. The bathroom facility is to be demolished and rebuilt to include a park office of 200 square feet.**

**The new smaller Tennis Center is to be shifted north so that it is centered with the pool building entrance.**

**Define a possible use for the Lodge building to accommodate a community space.**

**Add an enhanced rotunda plaza entry off the tennis center and the pool facility.**

**Examine the possibility of including a skate park or plaza off the pedestrian spine and north of the basketball courts and the handball courts.**

Acting CIP Director Fred Beckmann presented the item and gave a brief history of the Flamingo Park project. Mr. Beckmann then went on to introduce Aris Garcia from the firm of Wolfberg Alvarez & Partners who is the consultant for the project.

Mr. Garcia presented the revised Master Plan, Option K, which reflected the smaller tennis center, a community garden, shade trees in the passive areas, a walkway on the north side of the park that provides east-west access, a bike path that connects 11<sup>th</sup> and 12<sup>th</sup> Street, and renovations to the existing bathrooms on the north side of the park.

Commission Victor Diaz suggested that the residents that live on the north side of Flamingo Park be notified that a walkway will be built behind their homes.

Commissioner Ed Tobin asked Mr. Garcia what the cost savings were to renovate the existing bathrooms as opposed to building new ones. Commissioner Tobin supports demolishing the old bathrooms and build the new bathroom facility.

Commissioner Jerry Libbin inquired about the use of the Lodge building and suggested that it display the historical significance of the building. Commissioner Deede Weithorn suggested that it be used as multi-purpose room. Commissioner Tobin suggested that it be used as a Welcome Center.

Mr. Garcia then presented the changes to the tennis pavilion, which include the elimination of the multi-purpose room, reducing the size of the pro shop, the office areas, the locker rooms and shower areas, and the consolidated storage and maintenance areas.

Chairman Saul Gross asked why another set of restrooms would be needed on the north side of the park if the tennis facility has restrooms with public access. He supports only having one set of restrooms for the park. Mr. Garcia explained that from a planning perspective, he feels that more than one set of restrooms is needed. Mayor Matti Herrera Bower and Commissioner Weithorn both agree that more than one set of restrooms is needed.

Mr. Garcia then presented an option to move the tennis pavilion north, which would put

the center of the Tennis Center in-line with pool building. However this move would eliminate one hydro-grid court.

Commissioner Diaz suggested that the spine be reinforced by creating a wider promenade entrance and placing a small rotunda, similar in size to the one on the north side of the park, between the pool and tennis buildings.

Chairman Gross asked Mr. Garcia where he proposed to locate the skate park. Mr. Garcia suggested that it should be located where the old maintenance facility is or between the basketball and handball courts. The Committee advised Mr. Garcia to explore placing the skate park between the basketball and handball courts.

Discussion ensued as to where fencing would be placed and what kind of fencing would be used.

Chairman Gross then opened the floor for public comment.

Public comment was heard and their requests included increasing the size of the Tot Lot, and widening of the sidewalk along Meridian Avenue to allow pedestrians and bike riders to comfortably fit. Concerns included the potential damage to the open areas caused by pick-up soccer games and excluding the skate park from the design.

The Committee directed staff as well as the architect to proceed with Option K with the following modifications:

- Analyze the options for perimeter fencing, as far as what type and costs of fencing will be used and where will it be located.
- Explore the possibility of moving the existing bathroom facility on the north side near the soccer field, closer to the spine or just north of the handball courts. The bathroom facility is to be demolished and rebuilt to include a park office of 200 square feet.
- The new smaller Tennis Center is to be shifted north so that it is centered with the pool building entrance.
- Define a possible use for the Lodge building to accommodate a community space.
- Add an enhanced rotunda plaza entry off the Tennis Center and the pool facility.
- Examine the possibility of including a skate park or plaza off the pedestrian spine and north of the basketball courts and the handball courts.

## **NEW BUSINESS**

3. **Presentation by TCBA Watson Rice LLP Regarding Building Department Organizational and Operational Review and Analysis.**

## **ACTION**

### **Item Deferred**

4. **Analyses of Fire Department unanticipated leave usage and overtime – 2<sup>nd</sup> Quarter FY 2008/09.**

**ACTION**

Item Deferred

5. Drainage improvements on 44<sup>th</sup> and Royal.

**ACTION**

Item Deferred

6. Discussion regarding closing older liens imposed by the City of Miami Beach potential amnesty and or collection scenarios and certain procedural changes to improve the lien system.

**ACTION**

Item Deferred

7. Discussion regarding a concession agreement with One Washington Avenue, Corp. for an outdoor café in South Pointe Park as an auxiliary use to the Smith & Wollensky restaurant.

**ACTION**

The Committee recommended that staff review the current lease and the concession agreement and modify by adding the following to the concession agreement:

Include a maintenance schedule to keep the cutwalk area clean.

Incorporate the sidewalk café ordinance requirements and impose fines for violations and blocking of the walkway.

Request for a set number of special events permit not be included in the concession agreement; to be considered on a case by case basis.

Improve the minimum base rent.

Glass is not to be used in the cutwalk area and should only be used when seated at a table.

Create a queuing area for waiting customers.

The City is to have the flexibility to modify the seating plan at its discretion.

Assistant City Manager Hilda Fernandez presented the item and gave a detailed

synopsis of the memo.

Staff presented the proposed concession agreement for outdoor dining associated with the restaurant operations that are under lease. As part of the concession agreement, Smith & Wollensky (S&W) has requested, and staff recommended, that they be allowed to use the portion of the depressed cutwalk that is usable for access to the paver area, recommending that the portion of that which has no practical use for pedestrians, be made available for S&W for tables and chairs as long as they provide the appropriate clearance for ADA.

It was also proposed that the concessionaire be granted the right to provide five (5) special events in the areas adjacent to their main building and it is recommended that five of the total number of special events that are finally approved for the park be set aside for S&W.

Chairman Gross questioned as to why Smith & Wollensky would be granted the right to special events in the park. Hilda Fernandez replied that S&W had requested the ability to have special events in the park in the green space adjacent to their facility and that they would be given the right to five because they already have a presence in the park and are therefore able to serve/provide catering for the event, etc. The Committee discussed removing this from consideration as part of the concession agreement.

The concession area as defined in the concession agreement can only be used by the adjacent restaurant, as the food service kitchen/bar belongs to the restaurant. For the use of this space as a concession, the City has negotiated an annual Minimum Guarantee (MG) of \$80,000 in years one through four of the initial term. In year five through seven of the initial term the MG will be increased to \$90,000, and in year eight of the initial term of the agreement and for the remainder of the agreement term, the MG will increase to \$100,000. Additionally, the City has negotiated a percentage of gross (PG) of 10% of the Annual Gross Receipts. For each agreement year that the amount equal to ten (10%) of the Concessionaire's gross receipts for Food and Beverage Sales (FBS) exceeds the MG, the Concessionaire will pay the City the difference between the MG amount and the PG. Discussion ensued on the amount charged for base rent.

Commissioner Weithorn requested that positive assurance in addition to audit rights are incorporated into the agreement.

Members added proposed provisions to the concession agreement: maintenance of the cutwalk, in terms of the traffic back & forth from the servers as they take food and drinks from the restaurant area across the cutwalk into the sidewalk area; perform similar upkeep in terms of pressure cleaning of the shell aggregate cutwalks; cannot place anything on the cutwalk, including any of the service rugs, planters, to make sure they maintain those elements only within the demised premises of their lease or within the ancillary area unless they specifically request something that would have to have the City review.

Commissioner Diaz responded that he had several issues: first that the cleanliness of the cutwalk was not being maintained; second the use of glass for customers who are not seated at a table or the bar; third the amount of base rent being charged; and fourth, the lack of crowd control for customers in the queue waiting to be seated or trying to get to the bar. Commissioner Diaz also stated that he was not in favor of putting the special events into the concession agreement.

In response to the overflow of customers onto the pedestrian walkway, the administration suggested that S&W place benches for customers who have purchased a

drink at the bar to sit and wait for their table, in the southwest corner of the building, which is not currently in use.

Chairman Gross opened the floor for public comment. Public comment included concerns regarding Smith & Wollensky customers intruding on the public walkway and revising the closing hours so as to reduce the amount of noise in the park in the evening.

The Committee recommended that staff review the proposed lease and the concession agreement and modify it by adding the following to the agreement:

- Include a maintenance schedule to keep the cutwalk area clean.
- Incorporate the requirements in the sidewalk café ordinance and impose fines for violations and blocking of the walkway.
- Request for a set number of special events permit not be included in the concession agreement; to be considered on a case by case basis.
- Improve the minimum base rent.
- Glass is not to be used in the cutwalk area and should only be used when seated at a table.
- Create a queuing area for waiting customers.
- The City is to have the flexibility to modify the seating plan at their discretion.

## **8. Little Stage Theater Complex Basis of Design Report**

### **ACTION**

**Item Deferred**

## **9. Discussion regarding authorization of the neighborhood vote for the Palm and Hibiscus Island Undergrounding Projects.**

### **ACTION**

**The Committee recommended that, upon securing financing for the project, the City Commission adopt the first resolution and require that 60% of the folios of each proposed special assessment district vote in favor of the creation of the districts as a condition for advancing the undergrounding project.**

Assistant City Manager Tim Hemstreet presented the item and gave a brief history of the item.

Mr. Hans Mueller, The Palm-Hibiscus-Star Islands Association (HOA), has asked the City to establish Special Assessment Districts to fund the undergrounding of overhead utilities on Palm and Hibiscus Islands. These overhead utilities are electric (FPL), telephone (AT&T), and cable TV (Atlantic Broadband).

Waiting for 2<sup>nd</sup> binding bid from FP&L.

Construction plans are complete, but binding estimates and funding are still needed. Until the binding estimates are received, the real cost of this project could be higher than

the estimated \$4,285,179.

The City will mail ballots to the property owners and provide some time for their return. The City will also provide the names of non-respondents to the HOA. Commissioner Weithorn requested that there be a proof of mailing.

Chairman Gross suggested that the votes in favor be more than fifty percent plus one and closer to sixty percent. Discussion ensued on percentage of votes in favor needed to advance the undergrounding project.

The Committee recommended that, upon securing financing for this project, the City Commission adopt the first resolution and require that 60% of the folios of each proposed special assessment district vote in favor of the creation of the districts as a condition for advancing the undergrounding project.

# Attendance Sheet

## MEETING OF THE FINANCE & CITYWIDE PROJECTS COMMITTEES

Date: April 14, 2009

Please State Your Name When Speaking to the Committee - Thank You

Please PRINT Name	Business Name & Phone
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Joe Jimenez	"
Jenny Salgado	South + Womuzny Rest
RICHARD WURTMAN	617-686-8181 R.J. Wurtman, A.D.
Elliott Thompson	F.P.A.
Ann Gentle	400 S. Pointe Drive Condo
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