MIAMIBEACH

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

COMMITTEE MEMORANDUM

TO: Mayor Matti H. Bower and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: June 25, 2009

This shall serve as written notice that a meeting of the Finance and Citywide Projects Committee has been scheduled for June 25, 2009, at 2:30 P.M. in the City Manager's Large Conference Room.

The agenda is as follows:

OLD BUSINESS

1. **Presentation of Flamingo Park Revised "Draft" Master Plan for Approval**

   Charlie Carreno – CIP Director

NEW BUSINESS

2. **Status of a Land Easement Purchase Agreement with the Miami Beach Housing Authority for the Proposed West Avenue Bridge.**

   Tim Hemstreet – Assistant City Manager

3. **Discussion of a retiree pension issue regarding City of Miami Beach retiree Aldo Rodriguez and his widow Olga R. Rodriguez**

   Ramiro Inguanzo – Human Resources Director

4. **Discussion regarding the implementation of a Municipal Marketing (Corporate Sponsorship) program for the City.**

   Hilda Fernandez – Assistant City Manager

5. **Discuss proposed agreements governing use of space in the South Shore Community Center**

   Anna Parekh – Director of Real Estate Housing and Community Development

6. **Discussion regarding proposed changes to the rental rates at The Byron-Carlyle and Colony Theaters**

   Max Sklar – Director of Tourism and Cultural Development

7. **Report on The Par 3 Golf Course**

   Charlie Carreno – CIP Director

8. **Discussion regarding a proposed ordinance expanding the use of the parking impact fees monies to have more flexibility.**

   Jorge Gomez – Planning Director

9. **Job Order Contracting (JOC) System**

   Gus Lopez – Procurement Director

10. **Discussion regarding possible funding sources and strategies that the City may employ to assist condominiums in Miami Beach.**

    Kevin Crowder – Economic Development Division Director

11. **Discuss scheduling details, timing and location for public involvement to the FY 2009/10 Proposed Operating Budget**

    Kathie Brooks - Budget & Performance Improvement Director
    Discussion Item

12. **Discussion regarding a lease agreement between the City and Mystery Parks Arts Company Inc. (d/b/a SoBe Institute of the Arts) fore the use of the Carl Fisher Clubhouse and Little Stage Theater for a term not less than five years.**

    Hilda Fernandez – Assistant City Manager

13. **Discussion regarding towing permit options.**

    Tim Hemstreet – Assistant City Manager

Finance and Citywide Projects Committee Meetings for 2009:
June 25, 2009
July 21, 2009
August 13, 2009
September 24, 2009

October 29, 2009
November 17, 2009
December 15, 2009

JMG/PDW/rs/ns

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Cc. Mayor and Members of the City Commission
Management Team

ITEM ONE

Under Separate Cover

ITEM TWO

MIAMIBEACH

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

COMMITTEE MEMORANDUM

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

FROM: Jorge M. Gonzalez, City Manager

DATE: June 25, 2009

SUBJECT: **Status of a land easement purchase agreement with the Miami Beach Housing Authority for the proposed West Avenue Bridge.**

Background

In 1999, the City Commission approved the Municipal Mobility Plan (MMP). The West Avenue Bridge Project (the Project) was developed from the MMP Project #30, which envisioned corridor improvements to the intersection of Dade Boulevard at 17th Street/Bay Road to be combined with a connection between Dade Boulevard and West Avenue through the construction of a new bridge. The MMP suggested that, this crossing could serve to relieve congestion at nearby intersections. Given the passage of time and recent experience with the 23rd street bridge, before proceeding with the expense of design for the West Avenue Bridge, the Administration would like to determine that this project still enjoys Community and City Commission support.

The implementation of the project requires that the City acquire right-of-way, either via easement or fee, through a parcel presently owned by the Housing Authority of the City of Miami Beach (HACOMB). Current funding for the West Avenue Bridge consists primarily of federal funds, the use of which requires an environmental impact study (EIS) of the project. The estimated cost of the project including land acquisition and the EIS, is approximately $6.5-7 million.

At the June 25, 2008 City Commission meeting, the City Commission agreed to refer item C4E "Discussion Regarding the Proposed West Avenue Bridge Project" to the Finance and Citywide Projects Committee (FCWPC) for further review. The FCWPC discussed the project at its meeting of July 10, 2008, and directed the Administration to try to negotiate the purchase of the land needed, as an easement, and offer $2.5 million as payment. The July 10, 2008 committee memorandum is included as Attachment A.

Appraisal

As part of the preparation to negotiate the purchase of the easement, the Administration engaged Quinlivan Appraisal to estimate the market value for a partial acquisition via permanent easements of the subject property as of December 21, 2008. For the appraisal, the property was divided into three parcels; Parcels A, B, and C. The appraiser was requested to value permanent surface easements across Parcels A and B. Based on the inspection of the property and the investigation and analyses undertaken, the appraiser formed the opinion that, as of December 21, 2008, the property had market value of $6,100,000 (full site fee simple), and of $1,635,000 for a permanent easement for Parcels A and B. The appraiser's summary is included as Attachment B.

For over two years, the City and the HACOMB have been negotiating the purchase of either all, or a portion, of the triangular property located on 17th Street. The City has offered to pay the appraised value of the easement, which is approximately $1.6 million. An easement was chosen (rather than fee) because it allows the Floor Area Ratio (FAR) of the entire parcel to be utilized on that portion of the property that is not subject to the easement.

Potential Site Development

On November 10, 2008, the Administration prepared a preliminary site analysis to determine the impact of the proposed easement on the development rights of the property, to determine if, the buildable area allowable pursuant to the Floor Area Ratio (FAR) of the full site could be constructed on the remaining parcel. This analysis was revised on January 6, 2009, and is included as Attachment C. While this analysis is preliminary, it indicated that Parcel C could be developed with approximately 55,664 square feet, including the required parking. This would represent 94% of the property's total buildable area of 59,025 square feet (at an FAR of 1.5).

Subsequently, the Administration met with representatives of the HACOMB and their architect to further discuss the development options regarding Parcel C, in the event Parcels A and B were granted to the City through a permanent easement. A subsequent meeting was held to discuss the draft layouts prepared by the architect. This draft (Attachment D) indicated that a five-story, 55,910 square foot project with 43 residential units could be constructed on parcel C, however, only 48 parking spaces could be provided within this scenario.

On March 27, 2009, the Administration attended a development workshop of the HACOMB Board to discuss their affordable housing projects, including the subject site. The Administration presented the background of the City's position on the proposal.

Conclusion

On April 23, 2009, the Administration received a letter (Attachment E) from the HACOMB, stating that on April 14, 2009, the Board of Commissioners discussed the proposed easement and determined that the proposal was not in the best interest of the HACOMB. The Board further directed that the sale of the property be taken off the market, and that HACOMB staff prepare an affordable housing development for the property.

Direction from the committee on whether to continue to pursue the bridge project is desired. Other options for acquiring the necessary portion of this property need to be considered if the City intends to construct the West Avenue Bridge.

JMG/TJ/kc

Attachments:

Attachment A - July 10, 2008 FCWP Committee Memorandum
Attachment B – Summary of Appraisal Report
Attachment C – January 6, 2009 Preliminary Site Analysis
Attachment D – Draft Site Layout
Attachment E – HACOMB April 23, 2009 Letter

ATTACHMENT A

MIAMIBEACH

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

FINANCE COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager for JMG

DATE: July 10, 2008

SUBJECT: **A DISCUSSION REGARDING THE PROPOSED WEST AVENUE BRIDGE PROJECT**

BACKGROUND

In 1999, the City Commission approved the Municipal Mobility Plan (MMP). The West Avenue Bridge Project (the Project) was developed from the MMP Project #30, which envisioned corridor improvements to the intersection of Dade Boulevard at 17th Street/Bay Road to be combined with a connection between Dade Boulevard and West Avenue through the construction of a new bridge. The MMP suggested that, this crossing could serve to relieve congestion at nearby intersections. Given the passage of time and recent experience with the 23rd street bridge, before proceeding with the expense of design for the West Avenue Bridge, the Administration would like to determine that this project still enjoys Community and City Commission support.

At the June 25, 2008 City Commission meeting, the City Commission agreed to refer item C4E "Discussion Regarding the Proposed West Avenue Bridge Project" to the Finance and Citywide Projects Committee for further review.

BRIDGE STUDY

To date limited analysis has been done to analyze the cost/benefit of building this crossing. City staff conducted a planning-level feasibility study, which investigated all traffic movements associated with this proposed bridge. The potential bridge considered a vehicular/pedestrian bridge from West Avenue over the Collins Canal to Dade Boulevard. The cross section of the bridge consisted of two travel lanes, bike lanes and sidewalks on both sides of the road, requiring a proposed right-of-way (ROW) of 50' in width and 75' in length.

The feasibility study evaluated the most viable options for a fixed crossing, as well as the potential costs associated with the construction of a preferred alternative. The study entailed data collection and an analysis of the existing and proposed conditions. The traffic analysis evaluated the impacts to the surrounding neighborhood from routing some of the traffic from Alton Road, a major roadway, to West Avenue, a local street. Also, ROW requirements were evaluated to determine impacts to a parcel of land which is presently owned by the Miami Beach Housing Authority (MBHA). The total area of the parcel required for the south approach to the bridge is 12,555 square feet (SF)

PUBLIC INVOLVEMENT

The City held a public workshop on May 20, 2008 to solicit input from residents and business owners. Thirty (30) community members attended the meeting. Residents showed mixed support for the Project. Several residents also expressed concerns regarding the possibility of increased traffic flow to North Bay Road, and some also felt that the land that acquired from MBHA should be used for affordable housing only. Many residents favored the Project under the premise that it would improve the connectivity to the Sunset Harbour Neighborhood by providing safe access for bicyclists and pedestrians. Others saw it as a

positive catalyst for economic vitality of the Sunset Harbour Neighborhood.

PROJECT COST/FUNDING

The total cost of the Project included a Project Development and Environment (PD&E) Study, architectural/engineering services, construction, and the costs associated with land acquisition for the bridge ROW.

As indicated, Miami-Dade County Property Tax records indicate that the ROW required for the south approach to the bridge currently belongs to the City of Miami Beach Housing Authority. The tax records show the land area to be 12,555 SF, and the market value based on $200.00 per SF according to Miami-Dade County records is $2,511,000.

The cost for land acquisition plus the typical costs associated with design and construction compounded to fiscal year 2012 (projected construction date) derived a total project cost of $6,846,680. See Table 1. below.

Table 1. Breakdown of Construction Cost

Item	Proposed
Planning and Design Phase	
PD&E	$700,000
Engineering	$500,000
Subtotal	**$1,200,000**
Design Contingency (10%)	$120,000
Total Planning and Design Phase	**$1,320,000**
Construction Phase	
Traffic Signal Improvements	$400,000
Signage Improvements	$5,000
Roadway Improvements	$320,000
Bridge/Structure Improvements	$479,378
Mobilization	$120,438
Maintenance of traffic	$301,095
PE & CEI	$421,532
Subtotal Construction Phase	**$2,047,443**
Contingency (10%)	$204,744
Total Construction Phase	**$2,252,187**
ROW Land Acquisition*	**$2,511,000**
Grand Total	**$6,083,187**
Compound Total to Year 2012	**$6,846,680**

* The ROW land acquisition value contemplates the area strictly required for the bridge construction. There is a potential that as a result of this ROW acquisition, the remainder of the parcel may not be suitable for development. Under such circumstances, it is important to note that the City would be subject to purchasing the entire parcel, thus increasing the cost of ROW acquisition by an additional $5,359,000,

resulting in a total land acquisition cost of $7,870,000 and an entire project cost of approximately $13,000,000.

The current project funding is as follows; the Project has received Federal High Priority Project (FHPP) Funds in the amount of $800,000. Of this funding, $639,000 is currently available for the PD&E Study, which will include a comprehensive public involvement process and full environmental assessment similar to the process experimented for the Alton Road Project. The City is currently seeking an additional $600,000 as a Congressional Earmark for the design and engineering of the Project. Once the PD&E is completed, the City would then seek additional earmarks to finance the construction of the Project.

Direction from the committee on whether the project should proceed is desired.

Attachments:

1. Bridge over Collins Canal (Preferred Alternative)

KCM/FHB/FV/XF/cl

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ATTACHMENT B

VALUATION OF PERMANENT EASEMENTS IN PARCELS A & B

Description of Parcels To Be Acquired

Land Size and Area

Parcels A & B are triangular.

The parcels fronts along the north side of 17th Street for approximately 205.22 feet. The east boundary line of the site extends northerly for approximately 156.84 feet. The northerly property line fronts 205.73 feet, more or less, along the south side of Collins Canal.

Area:

Parcel A	4,622 sq. ft.
Parcel B	9,002 sq.ft.
Total	13,624 sq ft.

Topography:

The site is level and approximately at or slightly below street grade.

Access:

The site has approximately 205 feet of frontage along the north side of 17th Street.

Description of Improvements in Acquisition

Building Improvements - None
Site Improvements - Asphalt paved
Landscaping - None

VALUE OF THE EASEMENT AREA TO BE ACQUIRED

The value of the easement area to be acquired is first based on the unit value of the Parent Tract (Refer to Pages 54 and 55) before the acquisition. The value of the Parent Tract is estimated previously at $150.00 per square foot.

13,624 square feet	x	$150.00 per square foot	=	$2,043,600
		Rounded		$2,045,000

A representative of the City of Miami Beach has prepared a Preliminary Site Analysis of Parcel C after the acquisition of the permanent easements. A copy of this analysis is contained in the Addenda.

According to the analysis, the total site (Parcels A, B, and C) would have a buildable area of 59,025 at a FAR of 1.5, which is allowable under the CD-2 zoning. The site analysis for Parcel C indicates a buildable area of 55,664 square feet (FAR of 2.08) with 80 units. The ground and second floor would be parking with three floors of apartments above. Under this scenario, there would be a loss of 3,361 square feet (59,025 minus 55,664) due to the taking of the easements on Parcels A and B.

While the majority of the density could be shifted to Parcel C, there is the loss of the use of Parcels A and B.

Based on the above factors and discussion, the value of the permanent easements is estimated at 80% of the fee value.

Fee Value of Parcel A and B	$2,045,000
Reduction in Value due to Permanent Easements (80%)	.80
Estimated Value of Permanent Easements	$1,636,000
Rounded	$1,635,000

ATTACHMENT C

November 10, 2008
January 6, 2009 revised

Miami Beach Housing Authority Preliminary Site Analysis

Zoning	CD-2
FAR 1.5	59,025 SF
FAR 2.0	78,700 SF
Parking	1.5/unit

Net area of Parcel "C" – 22,315 SF (26,795sf – 4,480 sf easement)

Mixed use buildings – calculation of setbacks and floor area ratio:

(1) Setbacks- > 25% of the building total area is used for residential or hotel units, any floor shall follow RM-1, 2, and 3.
(2) FAR- > 25% ....., the floor area ratio shall be as set forth in RM-2 district.

Parking spaces (assume 8.5'x 18' stall) with a 24' access lane

Residential Net Development Area (SF) –	22, 315 SF
Deduct for circulation, electrical distribution rooms	- 4,883 SF
trash rooms	**17,435 SF/floor**

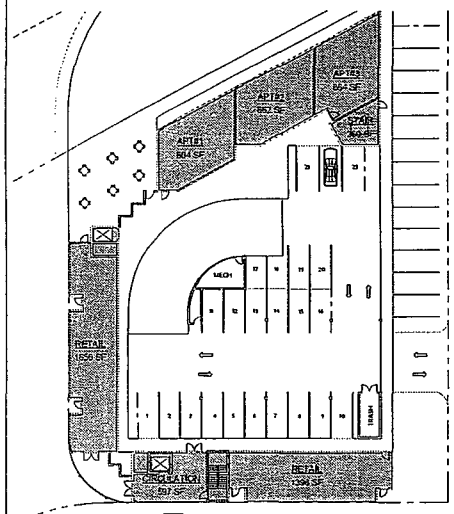
17,432 sf/550 sf (min. apt. unit size) = **32** units x 1.5 = **48** parking spaces/ floor.
31,832 sf/800 sf (avg. apt. unit size) = **48** units x 1.5 = **72** parking spaces/ floor.
55,664 sf
59,025sf – 55,664sf = 3,361sf (allows for 21 additional parking spaces)

Parking Level Net Development Area
22,315 SF- 5,579 SF (25% for circulation/trash area/lobby spaces) = 16,736sf
153sf/space = 109 parking spaces on the first level

Number of Apartments
At 2.0 FAR – 78,700 SF of development area = **92** units containing min/avg. size units with **174** parking spaces where only **138** are required.

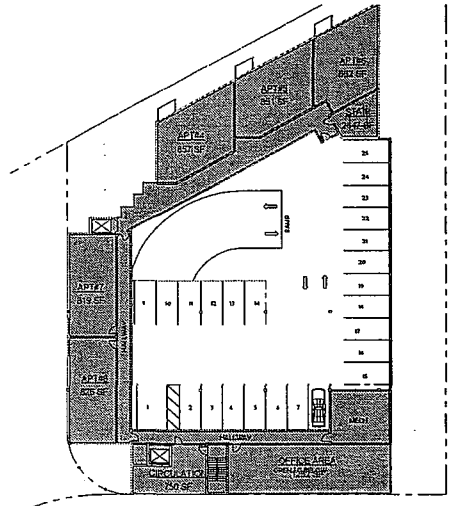
At 1.5 FAR - 59, 025 SF of development area = **80** units combination min/avg. size units with **141**parking spaces where only **120** are required.

Further more detailed analysis may reveal some opportunities for retail activities at ground level. This analysis was based on maximizing the building footprint therefore; as such, the building height was reduced to 3 stories. More detailed studies can be made that reduce the building footprint and maximizes the building height, so that this future development is compatible with adjacent residential buildings that are in excess of 50 feet or 5 stories.



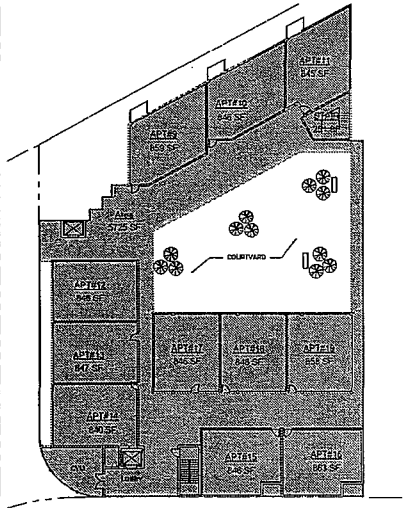
1 GROUND FLOOR 1" = 20'-0"

Gross Building Area/FAR



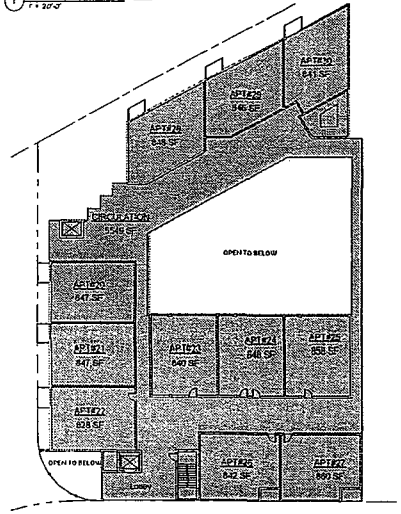
2 INTERMEDIATE PARKING/ 2ND FLOOR 1" = 20'-0"

Gross Building Area/FAR



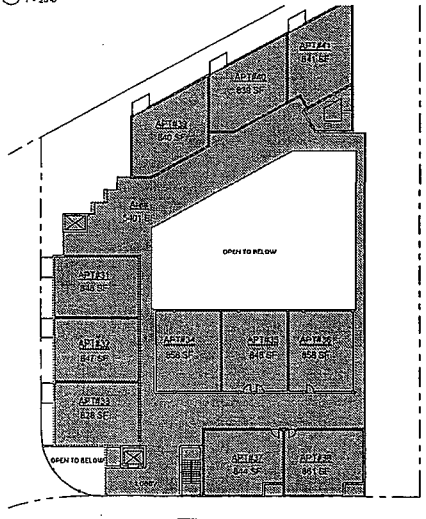
3 3RD FLOOR 1" = 20'-0"

Gross Building Area/FAR



5 4TH FLOOR 1" = 20'-0"

Gross Building Area/FAR



4 5TH FLOOR 1" = 20'-0"

Gross Building Area/FAR

PROJECT DATA			
	RETAIL	RESIDENTIAL	PARKING SPACES
GROUND FLOOR	2	5	23
2ND FLOOR		5	25
3RD FLOOR		11	
4TH FLOOR		11	
5TH FLOOR		11	
TOTAL:	2	43	48

FAR CALCULATIONS		
	PARCELS A,B,C	PARCEL C ONLY
SITE AREA	40,565.84 SF	27,208.78 SF
FAR RATIO	1.5	1.5
BUILDABLE AREA	60,8488 SQ FT	40,813 SQ FT
PROVIDED	55,910SQ FT	55,910SQ FT

PARKING COUNT	REQUIRED	PROVIDED
RETAIL SPACE = 2,499SQ FT/300	9 PARKING SPACES	9 PARKING SPACE
36 APARTMENT UNITS =36 X1.5	54 PARKING SPACES	38 PARKING SPACE
TOTAL PARKING	63 PARKING SPACES	48 PARKING SPACE

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LICENSE #AR0017

REVISIONS

M.B. HOLDING AUTHORITY #3

FAR CALCULATIONS

A101

PROJECT #

DATE: 03-03-09

ATTACHMENT D

ATTACHMENT E

THE HOUSING AUTHORITY
OF THE
CITY OF MIAMI BEACH

200 ALTON ROAD
MIAMI BEACH, FL 33139-6742
TEL: 305-532-6401
FAX: 305-674-8001
TDD: 305-672-5501
WWW.HACMB.ORG

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COMMISSIONER
LEONARD TURKEL
COMMISSIONER
MIGUELL DEL CAMPILLO
EXECUTIVE DIRECTOR

April 23, 2009

Jorge Gonzalez, City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Re: 1231-1251 17th Street, Miami Beach

Dear ~~Mr. Gonzalez~~ Jorge:

On April 14, 2009, the Board of Commissioners of the Housing Authority of the City of Miami Beach (HACMB) met to discuss the easement proposed by the CMB on the property owned by the HACMB. The suggested proposal was found not to be in the best interest of the HACMB. The HACMB Board also directed that the property be taken off the market, and to proceed with preparing an affordable housing development on this property.

The HACMB looks forward to working with the CMB in its efforts to provide additional affordable housing to the community.

Sincerely,

Miguell Del Campillo
Executive Director

cc: Tim Hemstreet, Assistant City Manager, CMB
Fred Beckmann, Director, Public Works, CMB
Gary Held, First Assistant City Attorney, CMB
Eve Boutsis, General Counsel, HACMB

ITEM THREE

MIAMIBEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: June 25, 2009

SUBJECT: **DISCUSSION OF RETIREE PENSION ISSUE REGARDING CITY OF MIAMI BEACH RETIREE ALDO RODRIGUEZ AND HIS WIDOW OLGA R. RODRIGUEZ**

During the Dr. Stanley Sutnick Citizen's Forum at the May 13, 2009, City Commission meeting, Mrs. Olga R. Rodriguez, widow of City of Miami Beach retiree Aldo Rodriguez, addressed the City Commission regarding her inability to collect her deceased husband's pension benefits. This item was referred to the Finance and Citywide Projects Committee for further discussion.

Background

Aldo Rodriguez was employed with the City of Miami Beach for approximately twenty (20) years. In 1982, Mr. Rodriguez filed a Designation of Beneficiaries form with the City designating Olga R. Regalado (listed as his fiancée) and his three (3) children as his beneficiaries. In 1983, Mr. Rodriguez retired from the City and began collecting his pension benefits. In 1989, Mr. Rodriguez amended his Beneficiary Designation form by designating Ms. Olga R. Regalado (again listed as fiancée) as the sole beneficiary. In 1995, the Beneficiary Designation form was again amended to update the change in marital status and listed Olga R. Rodriguez (previously Olga R. Regalado) as his wife and sole beneficiary. Each of these forms indicated that any beneficiaries listed needed to meet the terms and provisions of Section 5.08 of Ordinance No. 1901 (City's Pension Ordinance).

In March 2008, Mr. Rodriguez passed away. Shortly after his passing, Olga R. Rodriguez, widow of the deceased, contacted the Miami Beach Employees' Retirement Plan (MBERP) Office inquiring about her entitlement of survival spousal benefits. Upon review and analysis, it was determined by the MBERP Office that pursuant to provisions of the applicable pension ordinance that was in effect at the time of her husband's retirement date (1983), Mrs. Rodriguez failed to meet the requirements and did not qualify to receive survival spousal benefits. According to the pension ordinance that was in effect in 1983, in order for a surviving spouse to qualify to receive benefits, the retiree and spouse must have been married for at least one (1) year prior to the date of retirement. Ordinance No. 1901 (in effect in 1983), Section 5.06(a), titled *Death Benefits after Retirement*, stated the following:

> "Upon receipt of evidence, satisfactory to the Board, of the death of a Retirant, a monthly pension shall be payable to the surviving spouse of the deceased Retirant, provided that the spouse had been married to the Retirant on the date of his retirement or termination of service, whichever was first, and for at least one (1) year prior to such date; further provided, that if the Retirant had elected an option in accordance with Section 5.07 which was in effect at the time of his death, monthly benefits shall be continued after his death, in lieu of benefits under this Section 5.06, in accordance with the option".

According to the City's pension attorney, this "marriage" provision is standard language in many pension plans and is in place to protect the employer from a retiree marrying just prior to their retirement and/or death in order to pass along a benefit to a beneficiary.

On April 8, 2008, Mrs. Rodriguez' case was heard before the MBERP Board to determine whether or not she was entitled to receive surviving spousal benefits. During this meeting, Mrs. Rodriguez requested for the Board to consider that in 2006, the City's pension ordinance was revised to include domestic partners as qualifying beneficiaries. Mrs. Rodriguez stated that although she and her husband were not married at the time of his retirement, they had existed as domestic partners and she should therefore qualify for survival benefits. The Board confirmed that the pension ordinance was amended in 2006 to include domestic partnerships, as defined in Section 62-126 of the City Code. Ordinance 2006-3504, Section 5.07(a) was amended as follows:

> "Upon receipt of evidence, satisfactory to the Board, of the death of a Retirant, a monthly pension shall be payable to the surviving spouse <u>or domestic partner</u> of the deceased Retirant, provided that the spouse had been married to the Retirant or the domestic partnership was registered on the date of retirement or termination of service, whichever ~~was~~ <u>occurred</u> first, and for at least one (1) year prior to such date; <u>and</u> further provided, that if the Retirant had elected an option in accordance with Section ~~5.07~~ <u>5.08</u> which was in effect at the time of his death, monthly benefits shall be continued after his death, in lieu of benefits under this Section ~~5.06~~, <u>5.07</u> in accordance with the option".

Although the pension ordinance was amended in 2006 to include domestic partnerships, the determining factor for pension benefits is governed by the existing pension ordinance that is in effect on the date of the employee's retirement. Given that Mr. Rodriguez retired in 1983, this amendment is not applicable to Mrs. Rodriguez' case. The MBERP Board and their attorney opined that they were not able to make a determination regarding this matter.

<u>Conclusion</u>

Given that the section of the City's pension ordinance regarding death benefits after retirement (which was in effect in 1983 when Mr. Rodriguez retired) clearly states that "a monthly pension shall be payable to the surviving spouse of the deceased Retirant, provided that the spouse had been married to the Retirant on the date of his retirement or termination of service, whichever was first, and for at least one (1) year prior to such date" and given the fact that Mr. and Mrs. Rodriguez were not married until 1995 (approximately twelve (12) years after Mr. Rodriguez retired from the City), the only option available to resolve this issue would be to retroactively amend the pension ordinance (which was in effect in 1983). This option certainly could open the door for other retirees and/or would-be beneficiaries to come forward and make similar types of requests which could have unintended consequences.

As difficult and unfortunate as this situation is, the Administration recommends that Ordinance No. 1901 (pension ordinance in effect in 1983) not be amended retroactively.

Attached is a copy of the documents provided by Mrs. Rodriguez following the May 13, 2009 City Commission meeting.

JMG/ri/cg

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May 14, 2009

2009 MAY 19 PM 12:42

DELIVERED IN PERSON

Mrs. Matti Herrera Bower, City of Miami Beach Mayor
City of Miami Beach
Miami Beach, Florida

Re: Olga R. Rodriguez, Wife of Aldo Rodriguez, Retiree
Collection of Pension

Dear Mdme. Mayor:

As agreed upon, this letter will serve as a summary of what I stated during the Commission meeting held on May 13th.

My husband retired in 1983 at age 59, after working for the City for 20 years. Please be advised that his retirement was involuntary and unexpected, since his department was eliminated.

I wish to make you aware of the unfortunate and unfair situation I am in because I am unable to collect my husband's pension after being together for 30 years. This is due to a law that the City has requiring the retiree to be married a year prior to his retirement for his surviving spouse to collect his pension (we were not married then, we were domestic partners). So we see ourselves in the situation that the determining factor for him/her to collect is the retiree's date of retirement instead of the date of his passing.

As you can imagine, many things can happen from retirement to death, especially when you consider that the City allows retirement at age 55, which is quite young. In our case it was 25 years. You can have a single retiree who marries later, or viceversa, a married retiree who loses his spouse and later remarries.

In our specific case, serious mistakes were made since on three different occasions your Beneficiary Designation form was accepted and validated by the City in spite of not being in compliance with the above law. In 1982, one year prior to my husband's retirement, he filled out said form naming me, as his fiancée, and his 3 children as beneficiaries. Nothing was explained to him regarding your law that made me ineligible, since fiancées have no rights. Had this been done, we could have married then. Again, in 1989, after retirement, my husband filled out that form again removing his children and naming me as his sole beneficiary, also as his fiancée. A third time, in 1995, after retirement, he corrected my status from fiancée to wife, in spite of the fact that the marriage

took place after retirement. It is evident that these forms were not applicable and, therefore, not valid. However, they were accepted by your Human Resources Department.

After my husband's death, I learned that in 2006 a new ordinance was passed by the City to cover domestic partners, which we were since 1981, two years prior to his retirement. Again, we never received any communication from the City to that effect.

I went before the Pension Board to make my case and deliver pertinent documentation substantiating our domestic partnership, such as copy of the warranty deed of the house we bought when we moved together, homestead exemption, etc. The stumbling block was that our partnership had not been registered by means of a letter you created requiring both partners' signatures. My husband was already deceased and I could not use the durable power of attorney he had given me to sign on his behalf.

In spite of the strength of the documentation presented, the errors made by the City in accepting not applicable forms, and the expressed intent by my husband for me to collect his pension even as his fiancée. The Board declined my petition alleging that they had no authority to decide on this matter and that it was up to the Commission to do it. Therefore, I request review of my case by the Commission.

I also wish to impress upon you, since I know the City is working on a new Pension Plan, that it is of utmost importance that the determining factor in allowing a surviving spouse to collect should be the retiree's date of passing and not the date of his retirement. This will avoid injustices, such as mine, and that of others, since I am sure I am not the only one.

As you know, the above is common practice with most entities, including the Social Security Administration.

I thank you beforehand for your attention and consideration of this matter.

Sincerely,

Olga R. Rodriguez
10860 SW 117th Place, Miami, Fl. 33186
Ph's: (305) 598-1647 (home); (305) 322-9548 (cellular)

cc: Mr. Ed Tobin, Vice Mayor
Ms. Deede Weithorn, Commissioner
Mr. Jonah Wolfson, Commissioner

Mr. Victor M. Diaz, Commissioner
Mr. Saul Gross, Commissioner
Mr. Jerry Lubin, Commissioner
Mr. Jorge M. Gonzalez, City Manager
Mr. Jose Smith, City Attorney
Mr. Robert E. Parcher, City Clerk

Encls. 3 Beneficiary Designation forms (accepted and validated by the City)
Warranty Deed of House bought at inception of domestic partnership
Homestead exemption
Marriage Certificate
Death Certificate

CHANGE OF BENEFICIARIES

CITY OF MIAMI BEACH, FLORIDA
Personnel Department

TO THE CITY OF MIAMI BEACH

In the event of my death while in the employ of the City of Miami Beach, I designate in the order named, if surviving, the following named person or persons as the beneficiary or beneficiaries.

(X) of any balance of accumulated unused annual and sick leave standing to my credit at such time.

(X) Under the terms and provisions of the Group Insurance Contract.

TO THE BOARD OF TRUSTEES, EMPLOYEE'S RETIREMENT SYSTEM

(X) I hereby designate, in the order named, if surviving, the following person(s) as my beneficiary(s) under the terms and provisions of Section 5.08 of Ordinance No. 1901.

	Name	Relationship	Birth Date
./2	1 OLGA R. REGALADO	FIANCEE	4-22-36
	Address 911 S.W. 99th PLACE	MIAMI, FLORIDA 33174	
./6	2 CLARA J. RODRIGUEZ	DAUGHTER	2-26-61
	Address 1535 S.W. 78th COURT	MIAMI, FLORIDA 33144	
./6	3 JACQUELINE RODRIGUEZ	DAUGHTER	9-08-62
	Address 1535 S.W. 78th COURT	MIAMI, FLORIDA 33144	
1/6	4 ALDO F. RODRIGUEZ	SON	12-09-63
	Address 1535 S.W. 78th COURT	MIAMI, FLORIDA 33144	
	5		
	Address		
	6		
	Address		

Circle and connect the numbers of joint beneficiaries: surviving joint beneficiaries will share equally.

Remarks and Special Instructions: Beneficiary #1 is to get one-half of proceeds. The other half is to be distributed as follows: Beneficiary #2, is to get one third, and the remainder is to be shared equally by beneficiaries #3 and #4. However, said remainder will be held in trust by mother, Clara L. Rodriguez, (date of birth 8-12-33), same address as children, until beneficiaries #3 and #4 reach age 21.

Witnessed by Lucia Leal Employee Aldo Rodriguez

Witnessed by Judy G. Egalton Date OCT 22 /82

Rev'd 6/78

TO THE CITY OF MIAMI BEACH

In the event of my death, after my retirement from the City of Miami Beach, I designate in the order named, if surviving, the following named person or persons as the beneficiary or beneficiaries.

( ) Under the terms and provisions of the Group Insurance Contract.

TO THE BOARD OF TRUSTEES, EMPLOYEE'S RETIREMENT SYSTEM

( ) I hereby designate, in the order named, if surviving, the following person(s) as my beneficiary(s) under the terms and provisions of Section 5.08 of Ordinance No. 1901.

1 OLGA R. REGALADO — FIANCEE — 4-22-36
Name — Relationship — Birth Date

Address 911 S?W. 99th Place Miami, FL 33174 — Soc. Sec. #

2 _____ — _____ — _____
Name — Relationship — Birth Date

Address _____ — Soc. Sec. #

3 _____ — _____ — _____
Name — Relationship — Birth Date

Address _____ — Soc. Sec. #

4 _____ — _____ — _____
Name — Relationship — Birth Date

Address _____ — Soc. Sec. #

5 _____ — _____ — _____
Name — Relationship — Birth Date

Address _____ — Soc. Sec. #

6 _____ — _____ — _____
Name — Relationship — Birth Date

Address _____ — Soc. Sec. #

Amended on 9/19/95 (last name changed to Rodriguez)

Circle and connect the numbers of joint beneficiaries; surviving joint beneficiaries will share equally.

Remarks and Special Instructions:

Witnessed by Maribel Cabrera Signed [illegible]

Witnessed by [illegible] Date 8/24/89.

TO THE CITY OF MIAMI BEACH

In the event of my death, after my retirement from the City of Miami Beach, I designate in the order named, if surviving, the following named person or persons as the beneficiary or beneficiaries.

(✓) Under the terms and provisions of the Group Insurance Contract.

TO THE BOARD OF TRUSTEES, EMPLOYEE'S RETIREMENT SYSTEM

( ) I hereby designate, in the order named, if surviving, the following person(s) as my beneficiary(s) under the terms and provisions of Section 5.08 of Ordinance No. 1901.

I OLGA R. REGALADO /RODRIGUEZ — ~~FIANCEE~~ wife — 4-22-36
Name — Relationship — Birth Date

Address ~~911 S.W. 99th Place Miami, Fl. 33174~~ 9965 S.W. 11TH TERR, MIAMI FL. 33174 — Soc. Sec. #356-36-9221

2 _____ Name — _____ Relationship — _____ Birth Date

Address _____ Soc. Sec. # _____

3 _____ Name — _____ Relationship — _____ Birth Date

Address _____ Soc. Sec. # _____

4 _____ Name — _____ Relationship — _____ Birth Date

Address _____ Soc. Sec. # _____

5 _____ Name — _____ Relationship — _____ Birth Date

Address _____ Soc. Sec. # _____

6 _____ Name — _____ Relationship — _____ Birth Date

Address _____ Soc. Sec. # _____

Circle and connect the numbers of joint beneficiaries; surviving joint beneficiaries will share equally.

Remarks and Special Instructions:

Witnessed by Maribel Cabrera Signed Olga Rodriguez

Witnessed by [illegible] Date 8/24/89.

Margaret [illegible] 9/18/95 Olga Rodriguez 9/18/95

407 25

WARRANTY DEED
STATUTORY
F. S. 689.02

81R278638 1981 OCT 27 PM 2:41

RAMCO FORM S (PHOTO)

OFF REC 11252 PG 2162

This Indenture,

Made this 26 *day of* October *, A. D.* 1981, **Between**

EDUARDO VIDAL and MARIA T. VIDAL, his wife

of the County of Dade *, in the State of* Florida *, parties of the first part, and*

ALDO RODRIGUEZ and OLGA R. REGALADO, as joint tenants with right of survivorship

of the County of Dade *, in the State of* Florida *, whose post office address is*

911 S. W. 99th Place, Miami, Florida 33172

parties of the second part,

Witnesseth, *That the said parties of the first part, for and in consideration of the sum of* TEN AND OTHER GOOD AND VALUABLE CONSIDERATION *Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, and being in the County of* Dade *, State of* Florida *, to-wit:*

$ 407 25 Documentary Stamps Collected
Dade County
Richard P. Brinker
Clerk, Circuit & County Courts
By H. Cuanning DC 27 Oct 81

Lot 29, in Block 55 of CORAL PARK ESTATES SECTION SEVEN, according to the Plat thereof as recorded in Plat Book 73, at Page 3 of the Public Records of Dade County, Florida.

SUBJECT TO 1981 TAXES AND SUBSEQUENT YEARS.
SUBJECT TO CONDITIONS, RESTRICTIONS AND LIMITATIONS OF RECORD.
Subject to a certain first mortgage to Florida Federal Savings & Loan Association with the present approximate balance of $73 547.35.

RECORDED IN OFFICIAL RECORDS BOOK

DR-501
R. 9/81

APPLICATION FOR TAX EXEMPTION

FOLIO#: _____ DADE COUNTY, FLORIDA 19 82

NAME: Aldo Rodriguez & Olga M. Rigalado

ADDRESS: 911 S.W. 99th PL

Miami ZIP: 33174

LEGAL: _____

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

YEAR: _____ 10% YEAR: _____

Reg to Vote 8-7-1970

EXEMPTIONS APPLIED FOR

FIVE (5) YEAR PERMANENT RESIDENCY NOT REQUIRED FOR THE FOLLOWING EXEMPTIONS:

☐ $5,000 HOMESTEAD EXEMPTION ☐ $500 WIDOW'S EXEMPTION ☐ $500 BLIND EXEMPTION ☐ DISABILITY EXEMPTION

FIVE (5) YEAR PERMANENT RESIDENCY REQUIRED FOR THE FOLLOWING EXEMPTIONS:

☒ $25,000 SCHOOL AND/ HOMESTEAD EXEMPTION ☐ SERVICE CONNECTED TOTAL AND PERMANENT DISABILITY EXEMPTION ☐ TOTALLY AND PERMANENTLY DISABLED PERSON'S EXEMPTION (INCOME INFO. REQUIRED)

FOR STATISTICAL PURPOSES ONLY

☐ $5,000 SENIOR'S ADDITIONAL HOMESTEAD EXEMPTION ☐ $4,500 DISABLED PERSON'S ADDITIONAL HOMESTEAD

YOU ARE REQUIRED TO ANSWER THE FOLLOWING QUESTIONS AND TO PROVIDE ANY OF THE REQUESTED APPLICABLE INFORMATION AS PROOF OF RESIDENCY.

DO YOU POSSESS A VALID FLORIDA DRIVER'S LICENSE? ☒ YES ☐ NO. IF NO, STATE OF ISSUANCE: _____

DO YOU OWN A MOTOR VEHICLE? ☒ YES ☐ NO. DOES VEHICLE HAVE A FLORIDA LICENSE TAG? ☒ YES ☐ NO. ARE YOU REGISTERED TO VOTE IN THE STATE OF FLORIDA? ☒ YES ☐ NO. IF YES, IN WHAT COUNTY ARE YOU REGISTERED? Dade

ARE YOU A U.S. CITIZEN? ☒ YES ☐ NO. IF NO, DO YOU HAVE A PERMANENT RESIDENT VISA CARD? ☐ YES ☐ NO. ENTER NUMBER ON CARD HERE: _____

ENTER DATE YOU LAST BECAME A PERMANENT RESIDENT OF FLORIDA: 1-4-1967

LIST NAME AND ADDRESS OF CURRENT EMPLOYER: [illegible]

DID YOU FILE FOR TAX EXEMPTION LAST YEAR? ☐ YES ☒ NO. IF YES, IN WHAT COUNTY DID YOU FILE: _____ ENTER THE ADDRESS AS LISTED ON YOUR FEDERAL INCOME TAX RETURN: _____

DID YOU FILE AN INTANGIBLE TAX RETURN WITH THE STATE OF FLORIDA LAST YEAR? ☐ YES ☒ NO.

ENTER DATE OF BIRTH: 9-27-1946 OTHER: _____

NOTICE: Section 196.131(2), Florida Statutes provides that any person who shall knowingly give false information for the purpose of claiming homestead exemption shall be guilty of a misdemeanor of the first degree, punishable by a term of imprisonment not exceeding 1 year or a fine not exceeding $2,500 or both.

I hereby make application for the exemptions indicated hereon and swear or affirm that I do qualify for same under Florida Statutes. I am a permanent resident of the State of Florida and I own and occupy the property described above and have read or had read to me the contents of this form.

Aldo Rodriguez — 1-7-82 — 551-9555

SIGNATURE — DATE — PHONE NO.

FOR OFFICE USE ONLY

A. DATE OF OCCUPANCY 10-5-81 B. DATE OF RECORDING _____

C. DATE OF DEED _____ D. TYPE OF DEED _____ E. REC. BOOK _____ PGE. _____

SIGNATURE OF DEPUTY _____ ENTERED BY _____

APPLICATION NO. 90-03710

MARRIAGE RECORD
FLORIDA

APPLICATION TO MARRY

GROOM DATA

1. GROOM'S NAME (First, Middle, Last): ALDO RODRIGUEZ
2. DATE OF BIRTH (Month, Day, Year): September 27, 1924
3a. RESIDENCE — CITY, TOWN, OR LOCATION: 911 S. W. 99th Place
3b. COUNTY: Miami, DADE
3c. STATE: FLORIDA
4. BIRTHPLACE (State or Foreign Country): CUBA

BRIDE DATA

5a. BRIDE'S NAME (First, Middle, Last): OLGA RUSSINYOL REGALADO
5b. MAIDEN SURNAME (If different): RUSSINYOL
6. DATE OF BIRTH (Month, Day, Year): April 22, 1936
7a. RESIDENCE — CITY, TOWN, OR LOCATION: 911 S. W. 99th Place
7b. COUNTY: Miami, DADE
7c. STATE: FLORIDA
8. BIRTHPLACE (State or Foreign Country): CUBA

AFFIDAVIT OF BRIDE AND GROOM

WE THE APPLICANTS NAMED IN THIS CERTIFICATE, EACH FOR HIMSELF, STATE THAT THE INFORMATION PROVIDED ON THIS RECORD IS CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THAT NO LEGAL OBJECTION TO THE MARRIAGE NOR THE ISSUANCE OF A LICENSE TO AUTHORIZE THE SAME IS KNOWN TO US AND HEREBY APPLY FOR LICENSE TO MARRY.

9. GROOM'S SIGNATURE (Sign full name): ▶ Aldo Rodriguez
13. BRIDE'S SIGNATURE (Sign full name): ▶ Olga Russinyol Regalado
10. SUBSCRIBED AND SWORN TO BEFORE ME ON: May 31, 1990
11. TITLE OF ISSUING OFFICIAL: Deputy Clerk
14. SUBSCRIBED AND SWORN TO BEFORE ME ON: May 31, 1990
15. TITLE OF ISSUING OFFICIAL: Deputy Clerk
12. SIGNATURE OF ISSUING OFFICIAL: Maud Caidor
16. SIGNATURE OF ISSUING OFFICIAL: Maud Caidor

LICENSE TO MARRY

AUTHORIZATION AND LICENSE IS HEREBY GIVEN TO ANY PERSON DULY AUTHORIZED BY THE LAWS OF THE STATE OF FLORIDA TO PERFORM A MARRIAGE CEREMONY WITHIN THE STATE OF FLORIDA AND TO SOLEMNIZE THE MARRIAGE OF THE ABOVE NAMED PERSONS.

17. DATE LICENSE ISSUED: May 31, 1990
18. EXPIRATION DATE: July 29, 1990

THIS LICENSE MUST BE USED ON OR BEFORE THE ABOVE EXPIRATION DATE IN THE STATE OF FLORIDA IN ORDER TO BE RECORDED AND VALID.

19a. SIGNATURE OF PERSON ISSUING LICENSE: RICHARD P. BRINKER, CLERK
19b. BY D.C.: MC
19c. TITLE: BY D.C. Maud Caidor
20. COUNTY: DADE 8125

CERTIFICATE OF MARRIAGE

21. I HEREBY CERTIFY THAT THE ABOVE NAMED BRIDE AND GROOM WERE JOINED BY ME IN MARRIAGE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. ON May 31, 1990 (DATE) AT MIAMI (CITY OR TOWN) FLORIDA
22a. SIGNATURE OF PERSON PERFORMING CEREMONY: Maud Caidor
22b. NAME OF PERSON PERFORMING CEREMONY (TYPE OR PRINT): MAUD CAIDOR
22c. TITLE: DEPUTY CLERK, CIRCUIT COURT
22d. ADDRESS: 140 West Flagler St. Miami, Fla.
23. SIGNATURE OF WITNESS TO CEREMONY: Adelaide Cisneros
24. SIGNATURE OF WITNESS TO CEREMONY: I. Martinez

RECORDED

25. DATE RETURNED: May 31, 1990
26. RECORDED IN BOOK _____ PAGE _____
27. CLERK OF COURT: RICHARD P. BRINKER

INFORMATION BELOW WILL NOT APPEAR ON CERTIFICATION ISSUED BY VITAL STATISTICS, EXCEPT UPON REQUEST.

GROOM	28. RACE: WHITE	29. NUMBER OF THIS MARRIAGE: 4	IF PREVIOUSLY MARRIED SPECIFY 30 - 31	30. LAST MARRIAGE ENDED BY (SPECIFY DEATH, DIVORCE OR ANNULMENT): Divorce Dade	31. DATE LAST MARRIAGE ENDED: October 6, 1978
BRIDE	32. RACE: WHITE	33. NUMBER OF THIS MARRIAGE: 3	IF PREVIOUSLY MARRIED SPECIFY 34 - 35	34. LAST MARRIAGE ENDED BY (SPECIFY DEATH, DIVORCE OR ANNULMENT): Divorce Dade	35. DATE LAST MARRIAGE ENDED: November 16, 1978

HRS Form 743, Jan 89
(Obsoletes previous editions)

This license not valid unless seal of Clerk, Circuit or County Court, appears thereon.

AUDIT CONTROL NO. 272646

OFFICE of VITAL STATISTICS

CERTIFIED COPY

TYPE IN PERMANENT BLACK INK

LOCAL FILE NO.

FLORIDA CERTIFICATE OF DEATH

DEMOGRAPHIC INFORMATION TO BE COMPLETED BY: FUNERAL DIRECTOR

1. DECEDENT'S NAME (First, Middle, Last, Suffix): Aldo Rodriguez
2. SEX: Male
3. DATE OF BIRTH (Month, Day, Year): September 27, 1924
4a. AGE-Last Birthday (Years): 83
4b. UNDER 1 YEAR: Months / Days
4c. UNDER 1 DAY: Hours / Minutes
5. DATE OF DEATH (Month, Day, Year): March 8, 2008
6. SOCIAL SECURITY NUMBER: 261-72-9622
7. BIRTHPLACE (City and State or Foreign Country): Cuba
8. COUNTY OF DEATH: Miami-Dade
9. PLACE OF DEATH (Check only one)
HOSPITAL: ___ Inpatient ___ Emergency Room/Outpatient ___ Dead on Arrival
NON-HOSPITAL: ___ Hospice Facility X Nursing Home/Long Term Care Facility ___ Decedent's Home ___ Other (Specify)
10. FACILITY NAME (If not institution, give street address): ST. Ann's Nursing Center
11a. CITY, TOWN, OR LOCATION OF DEATH: Miami
11b. INSIDE CITY LIMITS? ___ Yes X No
12. MARITAL STATUS (Specify): X Married ___ Married, but Separated ___ Widowed ___ Divorced ___ Never Married
13. SURVIVING SPOUSE'S NAME (If wife, give maiden name): Olga Russinyol
14a. RESIDENCE - STATE: Florida
14b. COUNTY: Miami-Dade
14c. CITY, TOWN, OR LOCATION: Miami
14d. STREET ADDRESS: 10860 SW 117 Place
14e. APT. NO.:
14f. ZIP CODE: 33186
14g. INSIDE CITY LIMITS? ___ Yes X No
15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life.) Do not use "Retired": Executive
15b. KIND OF BUSINESS/INDUSTRY: Tourism
16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered himself/herself to be. More than one race may be specified.)
X White ___ Black or African American ___ American Indian or Alaskan Native (Specify tribe)
___ Asian Indian ___ Chinese ___ Filipino ___ Japanese ___ Korean ___ Vietnamese ___ Other Asian (Specify)
___ Native Hawaiian ___ Guamanian or Chamorro ___ Samoan ___ Other Pacific Isl. (Specify) ___ Other (Specify)
17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) X Yes (If Yes, specify) ___ No ___ Mexican ___ Puerto Rican X Cuban ___ Central/South American ___ Other Hispanic (Specify) ___ Haitian
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.)
___ 8th or less ___ High school but no diploma X High school diploma or GED
___ College but no degree ___ College degree (Specify): ___ Associate ___ Bachelor's ___ Master's ___ Doctorate
19. WAS DECEDENT EVER IN U.S. ARMED FORCES? ___ Yes X No
20. FATHER'S NAME (First, Middle, Last, Suffix): Loreto Rodriguez
21. MOTHER'S NAME (First, Middle, Maiden Surname): Esperanza Barrios
22a. INFORMANT'S NAME: Olga R. Rodriguez
22b. RELATIONSHIP TO DECEDENT: Wife
23a. INFORMANT'S MAILING - STATE: Florida
23b. CITY OR TOWN: Miami
23c. STREET ADDRESS: 10860 SW 117 Place
23d. ZIP CODE: 33186
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Our Lady Of Mercy
25a. LOCATION - STATE: Miami
25b. LOCATION - CITY OR TOWN: Florida
26a. METHOD OF DISPOSITION: X Burial ___ Entombment ___ Cremation ___ Donation ___ Removal from State ___ Other (Specify)
26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? ___ Yes ___ No
27a. LICENSE NUMBER (of Licensee): FO 45193
27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH ▶
28. NAME OF FUNERAL FACILITY: Maspons Funeral Home
29a. FACILITY'S MAILING - STATE: Florida
29b. CITY OR TOWN: Miami
29c. STREET ADDRESS: 7895 SW 40 Street
29d. ZIP CODE: 33155

MEDICAL CERTIFIER

30. CERTIFIER: (Check one) X Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated.
___ Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.
31a. (Signature and Title of Certifier) ▶ PHYSICIAN'S
31b. DATE SIGNED (mm/dd/yyyy): 03/11/2008
32. TIME OF DEATH (24 hr.): 14:40
33. MEDICAL EXAMINER'S CASE NUMBER
34a. LICENSE NUMBER (of Certifier): 85157
34b. CERTIFIER'S NAME: Oscar J Dominguez
35. NAME OF ATTENDING PHYSICIAN (If other than Certifier)
36a. CERTIFIER'S - STATE: Florida
36b. CITY OR TOWN: Miami
36c. STREET ADDRESS: 8600 SW 92 Street # 202
36d. ZIP CODE: 33156
37. SUBREGISTRAR - Signature and Date: 3-12-08
38a. LOCAL REGISTRAR - Signature
38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.)

State of Florida, Department of Health, Vital Statistics

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

ITEM FOUR

MIAMIBEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jorge M. Gonzalez, City Manager

DATE: June 25, 2009

SUBJECT: Discussion relating to a Municipal Marketing (Corporate Sponsorship) program for the City

The attached report is the product of a process to implement a municipal marketing program, otherwise referred to as a corporate sponsorship program, in the City of Miami Beach.

BACKGROUND:

Municipal Marketing, or corporate sponsorship, is designed to *"link complimentary corporate brands for mutual benefit."* For cities, this represents an opportunity to generate non-tax revenues, to provide services or goods at no cost to residents, and to provide promotional opportunity for the City that may attract residents, businesses or visitors. For business partners, the benefit is typically some form of advertising, public relations or visible recognition, with an end goal of further promoting their brand. While the business gains financially by marketing advantage and/or customer loyalty enhancement, the advantage to the City is primarily financial. Corporations will pay the City for the ability to use or link with our City image and identity, especially as our City enjoys an excellent public image and is considered a strong "brand." Miami Beach is especially well positioned to implement this now well-established model for generating additional revenue.

The suggestion that that City implement a municipal marketing program was first introduced by the Parks and Recreation Programs Blue Ribbon Citizen's Committee as a mechanism to assist in funding program costs for our Parks Department. The City established a Development Coordinator position whose primary responsibility was to identify potential advertising and sponsorship opportunities. The Development Coordinator subsequently researched current successful corporate sponsorship consultant practices; reviewed other local government corporate sponsorship programs; formed and led a City of Miami Beach corporate sponsorship evaluation team; interviewed several leading national corporate sponsorship consultants; and determined that the City of Miami Beach had significant potential for success through a professionally structured and managed corporate sponsorship program.

Developing and implementing a successful Municipal Marketing program requires inventorying City assets, determining the sponsorship marketing value of the assets, developing sponsorship management policy, the actual marketing of the assets and negotiating sponsorship contracts. As such, the City determined that professional assistance was desirable and issued an RFP for services.

A competitive (RFP) process was issued in 2004. The City received proposals from a variety of consultants proposing to assist the City of Miami Beach with the development and implementation of a Corporate Sponsorship Program pursuant to Request for Proposals (RFP) No. 66-02/03. The Corporate Sponsorship Program was intended to broadly market the City of Miami Beach and to attract revenues to the City of Miami Beach by allowing corporate sponsoring entities to identify with the City. However, due to a bid challenge and subsequent investigation, no action was taken at that time. In 2005, a second competitive process was issued (RFP) for the Development and Implementation of a Citywide Corporate

Marketing and Sponsorship Program. Four responses were received for that competitive process, with the Commission selecting IMG , an industry leader in municipal marketing. In particular, IMG had supported municipal marketing plans in several U.S. Cities. The Commission further approved that if we were unable to negotiate an agreement with IMG, then we were authorized to negotiate with the second ranked proposer, The Superlative Group.

The proposed agreement was to be divided into two phases (as described in the RFP).

1. Phase I: Conducting an inventory of existing and prospective tangible and non-tangible marketing assets; 2) Developing a comprehensive sponsorship policy; and 3) Developing a strategic plan for marketing assets.

2. Phase II: At its sole discretion, the City could elect to
   - Terminate the corporate sponsorship program; or
   - Continue the program with the marketing of inventoried and valued assets with the vendor that performed work outlined in Phase I, paying earned commissions to the vendor through that process; or
   - Continue the program through issuance of an RFP for a new vendor to market the inventoried assets, paying earned commissions to the new vendor through that process.

This Phase II work would consist of marketing the City's assets, to include developing sample rights packages for the marketplace; assisting in the evaluation and development of sponsorship RFP's; preparing reports and presentations on the City's municipal marketing program, as directed by the City; assisting in contract negotiations; and providing advice in implementing/managing sponsorships. The decision to enter into Phase II work, or to proceed to implement the sponsorship program, and with which consultant, is solely that of the City Commission.

IMG proposed a fee structure that provided a monthly fee of $20,000 per month for the first 12 months of the relationship (plus approved expenses), and a 20% sales commission on all amounts generated for the City; this included a credit to the City of up to 50% of any fees received against the commissions generated if they were selected for Phase 2. After several months of discussions, the City negotiated a fee of $60,000 plus expenses. However, in February 2006, IMG notified the City that they would not be continuing their negotiations and would not execute their agreement with the City, as they were reconsidering the continued participation in municipal marketing programs at that time.

Following consultation with the City Attorney's office, and as approved by the Commission action, staff began negotiations with the second-ranked proposer, The Superlative Group, for Phase 1 of the program. A final agreement was executed effective March 22, 2007 for a contract amount of $39,000 (plus expenses) to provide the three deliverables in Phase 1.

In consultation with the City's Development Coordinator, The Superlative Group developed a strategy for the compilation of the information for an Asset Inventory and Valuation Report. This process entailed interviewing City Departments, and conducting site visits to assess potential sponsorship opportunities within the City. Subsequently, The Superlative Group was to complete the second and third deliverables, the Strategic Plan and the Policy Document. The Asset Inventory and Valuation Report was completed in late 2007 and required revisions and updates. In early 2008, it was concluded that all three deliverables should be completed for presentation to the City Commission concurrently. The remaining deliverables were subsequently provided for review. The departure of the Development Coordinator (the contract administrator for this project) resulted in an unanticipated delay in completing the internal review of the documents. These are now presented for your consideration.

MUNICIPAL MARKETING DOCUMENTS:

Attached, please find the following three documents:

1. *Asset Inventory and Valuation Report*. This report provides an explanation of the municipal marketing approach, municipal marketing opportunities, successful examples of municipal marketing and a matrix

of assets identified throughout the City for potential sponsorship opportunities. The matrix provides a broad look at the types of assets owned by the City that may provide a value to a sponsor; these may be facilities, programs or events, or other intangibles. A brief description of each asset is given, as well as a description of the rights available, a value rating and an estimate of the level of difficulty in "selling" that asset. In some instances where no benchmarks may exist, it is difficult to assess a value for an asset. In other cases, sufficient information was not available at the time the report was completed to assess a value. The matrix also includes a listing of other assets or sponsorships the assets can be packaged with to maximize interest and value. In most cases, the value provided anticipates that the sponsorship includes a "package" of opportunities for the sponsor. It should be noted that although naming rights typically present the highest return, they are also typically the most difficult to negotiate, and may not be the priority of the City for aesthetic or other reasons.

2. *Strategic Plan:* This report uses the information from the Asset Inventory and Valuation Report to provide a recommended plan for the implementation of the municipal marketing plan. This Strategic Plan is a working plan that will incorporate the comments and suggestions of the Commission and other input, but presents the framework for the implementation of the program.

3. *Policy Document:* This deliverable was intended to outline the general policies to be considered in the implementation of a municipal marketing program. Much like the Strategic Plan, it is intended to provide an outline of suggested policies for the consideration of the City Commission based on typical municipal marketing programs, but reflecting our typical processes. It is expected that the document will be further amended following review and input by the Commission.

In unison, the three documents provide the City with documents that will assist the City in developing and implementing a municipal marketing program.

CURRENT/INTERNAL CORPORATE MARKETING EFFORTS:

An effective corporate marketing program involves market research and review of existing City assets to ascertain a value to the corporation. This "value" may be in the form of name recognition, association or access to possible "clients." The City has engaged in sponsorship efforts for events such as Sleepless Night and the Grand Opening of South Pointe Park. However, the City's only recent venture into corporate sponsorship was the agreement with Izod/PVH for the provision of uniforms for our Ocean Rescue, Pool Lifeguard, Fire Rescue and Golf Club personnel. This agreement provided uniforms at no cost to the City. In exchange, Izod was provided the ability to identify itself as "the official outfitter" of these departments, and place their logo (with city approval of location and size) on the products they provided at no cost. No cash commitment was made, and the marketing element of the program never fully materialized. The City is in the final year of deliverables and Izod has advised us that they will not be pursuing renewal. The identification of a replacement provider would be a priority under the corporate sponsorship program.

CONCLUSION:

The City of Miami Beach enjoys a positive brand image that is attractive to a variety of potential sponsors. The City has engaged in municipal marketing in a number of occasions, with the most recent example the Izod sponsorship agreement that provided free uniforms to our Ocean Rescue, Pool Lifeguards, Fire Rescue and Miami Beach Golf Club personnel, at no cost to the City. However, we believe opportunities exist to pursue sponsorship to offset existing operational costs for the City, and/or generate new revenue. We also believe such a program can be implemented in a manner that is sensitive to concerns regarding commercialization, especially in our historic city/districts. Should the Commission decide to proceed with Phase 2, the Commission has the option of using The Superlative Group, as provided for in the previous RFP, or in engaging in another competitive process.

Municipal Marketing Documents

ASSET INVENTORY & VALUATION REPORT
STRATEGIC PLAN DOCUMENT
POLICY DOCUMENT

To be distributed under separate cover

ITEM FIVE

MIAMIBEACH

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

COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: June 25, 2009

SUBJECT: **DISCUSSION OF PROPOSED AGREEMENTS GOVERNING USE OF SPACE IN THE SOUTH SHORE COMMUNITY CENTER**

BACKGROUND

On April 22, 2009, the Mayor and City Commission referred the discussion of the proposed agreements governing use of space in the South Shore Community Center to the Finance and Citywide Projects Committee.

For over a decade, the South Shore Community Center (Center), located at 833 6th Street has been host to various not-for-profit community service organizations that provide assistance to the Miami Beach community.

During the City's recently completed a $2.7 million dollar renovation of the Center, the occupants vacated the premises. The occupants have since returned to the newly renovated Center, and the City is desirous of formalizing its Landlord / Tenant relationship. Currently, as well as prior to the Center's renovation, all the occupants, with the exception of UNIDAD, occupied space on a month-to-month tenancy, at the City's sole expense.

City staff met with representatives of the various occupant groups on January 6, 2009 and again on March 24, 2009, to discuss the terms of the proposed agreements, with specific emphasis on the occupant's budgetary constraints and their ability to pay their proportionate share of operating expenses (CAM). Subsequent to the aforestated meetings, further adjustments were made to the total leasable space resulting in an increase to the cost per square foot previously discussed and as reflected in Exhibit 1. All lessees are desirous of remaining in the facility.

All noted Agreements have an initial term of four (4) years and three hundred sixty four (364) days with one additional five (5) year renewal term, at the City's sole discretion. Additionally, the City is proposing that all tenants pay their proportionate share of Operating Expenses (CAM) which are limited to, and shall include electrical service, water service, sewer service, stormwater costs and janitorial service to the Center (including inside the Demised Premises and Concession Area).

Below, please find a description of each current tenant, uses and proposed lease amount. Please refer to the attached terms sheets for more specific information on the proposed leases.

1) Jewish Community Services (JCS) of South Florida, Inc.

Two leases and a concession agreement are being proposed. The first proposed lease agreement (Exhibit A) is for use of 289 square feet of storage space required by JCS to operate its "senior meals program". This program provides recreational activities and a mid-day meal to residents that are 60 years and older. Base Rent for the Demised Premises shall be One Dollar and Twenty Cents ($1.20) per year. Additionally, Tenant shall pay One Hundred Eighty Four Dollars and 86/100 ($184.86) per month, for its proportionate share of Operating Expenses.

The proposed coterminous concession agreement (Exhibit B) is for use of the 2,792 square foot Auditorium space required by JCS to conduct its recreational activities and serve its mid-day meal. A concession agreement was determined to be the appropriate mechanism by which to guarantee JCS part-time use of the space on weekdays from 8:00 AM to 2:00 PM and still allow the space to be available for use by the City and/or general public during the afternoon, evening and weekend hours. The Miami Beach Parks and Recreation Department will be coordinating the use and/or rental of the Auditorium pursuant to its rules and regulations for rental of City-owned facilities. Base Fee for the Concession Area shall be One Dollar and Twenty Cents ($1.20) per year. Additionally, Concessionaire shall pay Four Hundred Forty Six Dollars and 49/100 ($446.49) per month, for its proportionate share of Operating Expenses.

The second proposed lease agreement (Exhibit C) is for use of 445 square feet of office space required by JCS to operate its "senior ride program". This program provides door-to-door bus transportation services to residents that are 60 years and older. Base Rent for the Demised Premises shall be One Dollar and Twenty Cents ($1.20) per year. Additionally, Tenant shall pay Two Hundred Eighty Four Dollars and 65/100 ($284.65) per month, for its proportionate share of Operating Expenses.

2) Little Havana Activities and Nutrition Centers (LHANC) of Dade County, Inc.

A lease and letter agreement is being proposed. The proposed lease agreement (Exhibit D) is for use of 2,919 square feet of space required by LHANC to operate its "Rainbow Intergeneration Childcare Center." This program provides childcare service to approximately 60 children. Base Rent for the Demised Premises shall be One Dollar and Twenty Cents ($1.20) per year. Additionally, Tenant shall pay One Thousand Eight Hundred Sixty Seven Dollars and 18/100 ($1,867.18) per month, for its proportionate share of Operating Expenses.

The proposed concurrent letter agreement (Exhibit E) is for use of the adjacent exterior 7,002 square foot playground space required by LHANC to provide the children an outdoor recreation play area. A letter agreement was determined to be the appropriate mechanism by which to guarantee LHANC sole use of the space, thus providing the children with a safe and secure environment. The playground space is not "under-roof" and therefore, not included as part of the building's leasable square footage. No Base Rent or Operating Expenses apply.

3) Miami Dade County Community Action Agency (CAA), Inc.

A lease agreement (Exhibit F) is being proposed for CAA's use of 2,076 square feet of office space needed by the CAA to operate the "South Beach Community Enrichment Center" which empowers economically disadvantaged individuals, families and communities to achieve self-sufficiency through resource mobilization, service delivery, education and advocacy. Base Rent for the Demised Premises shall be One Dollar and Twenty Cents ($1.20) per year. Additionally, Tenant shall pay One

Thousand Three Hundred Twenty Seven Dollars and 94/100 ($1,327.94) per month, for its proportionate share of Operating Expenses.

4) UNIDAD of Miami Beach, Inc.

On November 8, 2000, the Mayor and City Commission adopted Resolution No. 2000-24158, approving a Lease Agreement between the City and UNIDAD. UNIDAD provides counseling, education, and employment training services to the City's community. Subsequently, on May 18, 2005, the City Commission adopted Resolution No. 2005-25881, approving a First Amendment to the UNIDAD Lease by redesignating UNIDAD's Leased Premises to include additional full-time space on the 2nd floor and additional part-time use of space located on the 1st floor of the Center. Furthermore, on July 24, 2002, the City Manager approved an abatement of UNIDAD's CAM payments until such time as all other tenants had executed their respective agreements and commenced paying their corresponding CAM costs.

Upon completion of the aforementioned renovation project, it was determined that some of the part-time 1st floor space granted to UNIDAD under the First Amendment was no longer available and therefore the Lease should be amended to reflect the change in the square footage of the leased premises and the CAM costs adjusted accordingly. Rather than further amend the Lease, UNIDAD and the City are proposing to terminate the existing Lease and enter into a new lease agreement that would contain the same terms and language as the other tenants utilizing the Center.

The new proposed lease agreement (Exhibit G) is for the UNIDAD's use of 3,826 square feet of office space on the 2nd floor and an additional 329 square feet of storage space on the 1st floor. Base Rent for the Demised Premises shall be One Dollar and Twenty Cents ($1.20) per year. Additionally, Tenant shall pay Two Thousand Six Hundred Fifty Seven Dollars and 81/100 ($2,657.81) per month, for its proportionate share of Operating Expenses.

CONCLUSION

The Finance and Citywide Projects Committee (FCWPC) is being asked to review and provide input with regard to the proposed Agreements. After the FCWPC's discussion, it is anticipated that the Agreements will be presented to the full City Commission on July 15, 2009, for approval on first reading, and waiver, by 5/7ths vote, of the competitive bidding and appraisal requirements, as required by Section 82-39 of the Miami Beach City Code.

JMG\HF\AP\ACV\rlr

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Exhibit 1

2009 Estimated Annual City Operating Expenses				
Department Incurring Operating Expense	Activity	Comments	Annual Cost	Totals
Parks & Recreation	Electricity	* See note below	$53,885.72	
Parks & Recreation	Water	* See note below	$2,430.69	
Parks & Recreation	Sewer	* See note below	$2,322.69	
Parks & Recreation	Stormwater	* See note below	$2,411.64	$61,050.74
Property Management	Janitorial Svcs. Contract (R&D)	** See note below	$36,250.00	$36,250.00
Estimated Annual Operating Expenses				$97,300.74
Annual Cost Per Square Foot (PSF)				$7.675981

Notes:

* Based on actual amounts paid from 10/07 - 09/08 + 5% increase

** Cost updated to include 2nd floor. Previously, janitorial services consisted of maintenance of common areas and 1st floor office cleaning (e.g. trash removal, vacuuming, mopping). Only first floor was contracted for maintenance / cleaning, since 2nd floor was under rehabilitation. One Diamond staff is assigned to Center.

Building Space Distribution				
	1st FL (Sq. Ft.)	2nd FL (Sq. Ft.)	Totals Sq. Ft.)	
TENANTS				
Leasable Space	8,850	3,826	12,676	
Common Area	3,388	635	4,023	
subtotal	12,238	4,461		16,699
CITY				
Mechanical	810	355	1,165	
subtotal	810	355		1,165
Total Building Square Footage	13,048	4,816		17,864

Tenants Pro-rata Share of Leasable Space		
Tenant	Leased Space (Sq. Ft.)	Pro-rata Share of Leasable Space
City of Miami Beach - Auditorium	2,094	17%
JCS - Senior Meals - Storage	289	2%
JCS - Senior Meals - Auditorium	698	6%
JCS - Senior Meals - **Total**	987	
JCS - Senior Ride	445	4%
Little Havana Activites & Nutrition Center	2,919	23%
Miami-Dade Community Action Agency	2,076	16%
UNIDAD - Offices - 2nd FL	3,826	
UNIDAD - Sorage - 1st FL	329	
UNIDAD - **Total**	4,155	33%
TOTALS	12,676	100%
Auditorium - Total	2,792	100%
Sr. Meals (8am-2pm)	698	25%
City (2pm-8am)	2,094	75%

2009 Pro-rata Cost of City Operating Expenses		
Tenants		$97,300.74
	PSF Cost	$7.675981
City of Miami Beach - Auditorium	Monthly	$1,339.46
	Yearly	$16,073.50
JCS - Senior Meals - Storage	Monthly	$184.86
	Yearly	$2,218.36
JCS - Senior Meals - Auditorium	Monthly	$446.49
	Yearly	$5,357.83
JCS - Senior Ride - Offices	Monthly	$284.65
	Yearly	$3,415.81
Little Havana Activities & Nutrition Center	Monthly	$1,867.18
	Yearly	$22,406.19
Miami-Dade Community Action Agency	Monthly	$1,327.94
	Yearly	$15,935.34
UNIDAD	Monthly	$2,657.81
	Yearly	$31,893.70

Exhibit A

LEASE AGREEMENT SUMMARY OF KEY TERMS

TENANT:	Jewish Community Services of South Florida
DEMISED PREMISES:	289 square feet of leasable storage space on the 1st floor.
TERM:	Initial term of four years (4) years and three hundred sixty four (364) days, commencing on October 2, 2009, and ending on September 30, 2014.
RENEWAL OPTION:	Lease Agreement may be extended for an additional five (5) year renewal term.
BASE RENT:	Base Rent for the Demised Premises shall be One Dollar and Twenty Cents ($1.20) per year.
C.A.M.:	Tenant shall pay One Hundred Eighty Four Dollars and 86/100 ($184.86) per month, for its proportionate share of Operating Expenses.
USE(S):	The Demised Premises shall be used by the Tenant solely for the purpose of storage space for its "Senior Meals Program".
TENANT'S INSURANCE:	Comprehensive General Liability, in the minimum amount of One Million ($1,000,000) Dollars (subject to adjustment for inflation) per occurrence for bodily injury and property damage. The City of Miami Beach must be named as an additional insured on this policy. Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements. All-Risk property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises.

Exhibit B

CONCESSION AGREEMENT SUMMARY OF KEY TERMS

TENANT:	Jewish Community Services of South Florida
CONCESSION AREA:	2,792 square feet in the public auditorium.
TERM:	Initial term of four years (4) years and three hundred sixty four (364) days, commencing on October 2, 2009, and ending on September 30, 2014.
RENEWAL OPTION:	Concession Agreement may be extended for an additional five (5) year renewal term.
BASE FEE:	Base Fee for the Concession Area shall be One Dollar and Twenty Cents ($1.20) per year.
C.A.M.:	Concessionaire shall pay Four Hundred Forty Six Dollars and 49/100 ($446.49) per month, for its proportionate share of Operating Expenses.
USE(S):	Concessionaire is hereby authorized to use the Concession Area solely for the purpose of operating a "Senior Meals Program".
TENANT'S INSURANCE:	Comprehensive General Liability, in the minimum amount of One Million ($1,000,000) Dollars (subject to adjustment for inflation) per occurrence for bodily injury and property damage. The City of Miami Beach must be named as an additional insured on this policy. Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements. All-Risk property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises.

Exhibit C

LEASE AGREEMENT SUMMARY OF KEY TERMS

TENANT:	Jewish Community Services of South Florida
DEMISED PREMISES:	445 square feet of leasable office space on the 1st floor.
TERM:	Initial term of four years (4) years and three hundred sixty four (364) days, commencing on October 2, 2009, and ending on September 30, 2014.
RENEWAL OPTION:	Lease Agreement may be extended for an additional five (5) year renewal term.
BASE RENT:	Base Rent for the Demised Premises shall be One Dollar and Twenty Cents ($1.20) per year.
C.A.M.:	Tenant shall pay Two Hundred Eighty Four Dollars and 65/100 ($284.65) per month, for its proportionate share of Operating Expenses.
USE(S):	The Demised Premises shall be used by the Tenant solely for the purpose(s) of operating a "Senior Ride Program".
TENANT'S INSURANCE:	Comprehensive General Liability, in the minimum amount of One Million ($1,000,000) Dollars (subject to adjustment for inflation) per occurrence for bodily injury and property damage. The City of Miami Beach must be named as an additional insured on this policy. Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements. All-Risk property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises.

Exhibit D

LEASE AGREEMENT SUMMARY OF KEY TERMS

TENANT:	Little Havana Activities & Nutrition Centers
DEMISED PREMISES:	2,919 square feet of leasable space on the 1st floor.
TERM:	Initial term of four years (4) years and three hundred sixty four (364) days, commencing on October 2, 2009, and ending on September 30, 2014.
RENEWAL OPTION:	Lease Agreement may be extended for an additional five (5) year renewal term.
BASE RENT:	Base Rent for the Demised Premises shall be One Dollar and Twenty Cents ($1.20) per year.
C.A.M.:	Tenant shall pay One Thousand Eight Hundred Sixty Seven Dollars and 18/100 ($1,867.18) per month, for its proportionate share of Operating Expenses.
USE(S):	The Demised Premises shall be used by the Tenant solely for the purpose(s) of operating the "Rainbow Intergenerational Childcare Center".
TENANT'S INSURANCE:	Comprehensive General Liability, in the minimum amount of One Million ($1,000,000) Dollars (subject to adjustment for inflation) per occurrence for bodily injury and property damage. The City of Miami Beach must be named as an additional insured on this policy. Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements. All-Risk property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises.

Exhibit E

LETTER AGREEMENT SUMMARY OF KEY TERMS

PARTIES:	City of Miami Beach and Little Havana Activities & Nutrition Centers (LHNAC) of Dade County, Inc.
USE AREA:	7,002 square foot exterior playground area.
TERM:	Initial term of four years (4) years and three hundred sixty four (364) days, commencing on October 2, 2009, and ending on September 30, 2014.
RENEWAL OPTION:	Term to run concurrent with the Lease Agreement and may be extended for an additional five (5) year renewal term.
BASE RENT:	N/A
C.A.M.:	N/A
USE(S):	Outdoor recreational playground area.
TENANT'S INSURANCE:	Comprehensive General Liability, in the minimum amount of One Million ($1,000,000) Dollars (subject to adjustment for inflation) per occurrence for bodily injury and property damage. The City of Miami Beach must be named as an additional insured on this policy. Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements. All-Risk property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises.

Exhibit F

LEASE AGREEMENT SUMMARY OF KEY TERMS

TENANT:	Miami-Dade Community Action Agency
DEMISED PREMISES:	2,076 square feet of leasable office space on the 1st floor.
TERM:	Initial term of four years (4) years and three hundred sixty four (364) days, commencing on October 2, 2009, and ending on September 30, 2014.
RENEWAL OPTION:	Lease Agreement may be extended for an additional five (5) year renewal term.
BASE RENT:	Base Rent for the Demised Premises shall be One Dollar and Twenty Cents ($1.20) per year.
C.A.M.:	Tenant shall pay One Thousand Three Hundred Twenty Seven Dollars and 94/100 ($1,327.94) per month, for its proportionate share of Operating Expenses.
USE(S):	The Demised Premises shall be used by the Tenant solely for the purpose(s) of operating the "South Beach Community Enrichment Center".
TENANT'S INSURANCE:	Comprehensive General Liability, in the minimum amount of One Million ($1,000,000) Dollars (subject to adjustment for inflation) per occurrence for bodily injury and property damage. The City of Miami Beach must be named as an additional insured on this policy. Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements. All-Risk property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises.

Exhibit G

LEASE AGREEMENT SUMMARY OF KEY TERMS

TENANT:	UNIDAD of Miami Beach, Inc.
DEMISED PREMISES:	3,826 square feet of leasable office space on the 2nd floor and 329 square feet of storage space on the 1st floor.
TERM:	Initial term of four years (4) years and three hundred sixty four (364) days, commencing on October 2, 2009, and ending on September 30, 2014.
RENEWAL OPTION:	Lease Agreement may be extended for an additional five (5) year renewal term.
BASE RENT:	Base Rent for the Demised Premises shall be One Dollar and Twenty Cents ($1.20) per year.
C.A.M.:	Tenant shall pay Two Thousand Six Hundred Fifty Seven Dollars and 81/100 ($2,657.81) per month, for its proportionate share of Operating Expenses.
USE(S):	The Demised Premises shall be used solely for the purpose(s) of providing counseling, education, and employment training services.
TENANT'S INSURANCE:	Comprehensive General Liability, in the minimum amount of One Million ($1,000,000) Dollars (subject to adjustment for inflation) per occurrence for bodily injury and property damage. The City of Miami Beach must be named as an additional insured on this policy. Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements. All-Risk property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises.

ITEM SIX

MIAMIBEACH

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

MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: June 18, 2009

SUBJECT: **DISCUSSION REGARDING PROPOSED CHANGES TO THE RENTAL RATES AT THE BYRON-CARLYLE AND COLONY THEATERS.**

BACKGROUND

In July of 2004, with direction from the City Administration, the Mayor and City Commission adopted Resolution No. 2004-25646 establishing rental rates for the Byron Carlyle, Colony and Little Stage theaters. These rates were determined after a detailed examination of rates charged by similar venues in South Florida and elsewhere, and included fee schedules for non-profit organizations as well as for commercial users. There were, however, no provisions made for extended-run bookings, nor for off-season rate reductions, and the Administration was not granted the ability to adjust rates when necessary under certain circumstances to maximize theater use. On July 11, 2007, the Mayor and City Commission passed Resolution No. 2007-26594, which established rental rates for extended-run and off-season bookings at the theaters.

As you know, Global Spectrum took over management of the theaters October 1, 2008. Since that time, they have made improvements to operations, marketing, customer service, and capital. They also began a review of the current rate structure at the facilities and recommended a number of changes. The most significant change is in the area of House Fees. House Fees include the personnel for the Box Office, Custodial, Front of House Manager, Ticket Taker and Ushers. The current House Fee at each theater is $350; however this fee does not cover our costs which are $459 and $415 for the Colony and Byron–Carlyle respectively. Global Spectrum and City Staff recommend increasing the House Fees to $475 and $425 for the Colony and Byron-Carlyle respectively.

The balance of recommended changes for the Colony Theatre, which are attached for your reference, propose a modest increase to the rental rates for non-profit and commercial producers for mid-week/summer performances, mid week film screenings, and to the overtime rate. They also add rates for extended runs and audition/rehearsal rates. These changes also include a change to the definition of a performance day, which is beneficial to the event producer. Currently, a performance day includes only five (5) hours of use. The suggested rate change includes changing a performance day to eight (8) hours. The additional hours for performance days makes the theater more user friendly, as many users have to pay overtime for short rehearsals prior to performance or the last performance when they have to tear down and load-out the theater. This one flat rate covers the eight hours users generally need. The eight hours are also more economical for major film festivals, as they can show more than one or two screenings a day for one rate. In fact, when you look at the minimum increase in the rental rate, on a per hour basis it is less than the current rate.

Additionally, the proposal includes changes to the extended run and mid-week rates, and adds economical rates for organizations who wish to rehearse or hold auditions in the theaters.

Initially, Global Spectrum and City Staff supported similar changes to the rental rates at the Byron, which were reviewed and supported by the Cultural Arts Council (CAC) and the CAC's Facilities Task Force who both unanimously recommended in favor of the proposed changes. Since the initial recommendation, Global Spectrum's Theater Director met with Centro Cultural de Español, Rhythm Foundation, Miami Light Project and FundArte in an effort to develop more consistent use of the Byron Carlyle Theater. They all expressed a concern with the costs associated with renting the Byron for a theater of its size, specifically the number of seats. After reviewing these comments, Global Spectrum and City Staff feel it is in the City's best interest to keep the rental rates for show days the same in order to have a greater separation in the rental rates between the Byron and Colony Theater. Staff does recommend adding the three (3) additional hours to the base rental period to be consistent with the Colony Theatre.

Additionally, other adjustments for the Byron included a modest increase to the rental rates for non-profit and commercial producers for mid-week/summer performances, mid week film screenings, to the overtime rate, and simplifies the rates for extended runs. Please note this proposal also allows for extended runs to be non-consecutive days for the Byron only. Finally, audition/rehearsal rates are also being proposed.

A number of users have generally supported these changes, including Tigertail, Miami Contemporary Dance Company, and Florida Dance Association.

Finally, the CAC also unanimously recommended that the City make periodic CPI adjustments to the House Fees to keep up with associated costs. The Administration recommends an automatic review of house fees whenever the change in the Consumer Price Index (CPI) between the latest CPI and the date of the CPI used for the last rate adjustment is 5% or greater. The Committee may also want to consider automatic increases to the house fees, instead of an automatic review.

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COLONY THEATRE 08-09

NON-PROFIT ORGANIZATIONS	Performances Same Day	Second Performance	House Fees	House Fees
Operating Budgets:				
$250,000 or Below	$600 (5 hrs.)	$300 additional	$350 Per Show	$175 Per 2nd
$250,000 - $500,000	$800 (5 hrs.)	$400 additional	$350 Per Show	$175 Per 2nd
$500,000 and above	$1,000 (5 hrs.)	$500 additional	$350 Per Show	$175 Per 2nd

Performance Period (5 hrs.) begins 2 hour prior to advertised time of curtain.
Additional Time on a performance day: $75.00 per hour

Load In/ Rehearsal Rate: $750 (12 hours)
Tech / Rehearsal Same Day As Show $300 (8 Hours)
Overtime $75 per Hour

FOR-PROFIT ORGANIZATIONS	House Fees	House Fees
Performances $1,500.00 (5 hours)	$350 Per Show	$175 Per 2nd
Second Performance (Same Day) $ 750.00 (5 hours)	$350 Per Show	$175 Per 2nd

Performance Period (5 hrs.) begins 2 hour prior to advertised time of curtain.
Additional Time on a performance day: $100.00 per hour

Load In/ Rehearsal Rate: $1,000 (12 hours)
Tech / Rehearsal Same Day As Show $500 (8 Hours)
Overtime $150 per hour

SPECIAL FILM SCREENING RATE

Monday – Wednesday $900 per show (includes House Fees and Projectors) $175 Per 2nd

SUMMER AND MID-WEEK RENTAL RATE	House Fees	House Fees
(July1 through August 31 and Monday – Wednesday year round		
All rental days for performance only (5 hours) $600	$350 Per Show	$175 Per 2nd

PROPOSED WEEK-LONG RENTAL DISCOUNT RATES FOR GUARANTEED MINIMUM SIX-SHOW RUN

Performance (Including House Fees): $900
Load-in/Rehearsal Same Day As Show: $550

COLONY THEATRE 09-10

NON-PROFIT ORGANIZATIONS	Performances	Second Performance Same Day	House Fees	House Fees
Operating Budgets:				
$250,000 or Below	$650 (**8** hrs.)	$325 additional	$475 Per Show	$250 Per 2nd
$250,000 - $500,000	$850 (**8** hrs.)	$425 additional	$475 Per Show	$250 Per 2nd
$500,000 - & Above	$1,100 (**8** hrs.)	$550 additional	$475 Per Show	$250 Per 2nd

Additional Time on a performance day: $125.00 per hour

Load In/ Rehearsal Rate: $750 (12 hours)
Tech / Rehearsal Same Day As Show $300 (4 Hours)
Overtime $125 per Hour

FOR-PROFIT ORGANIZATIONS	Performances	Second performance Same Day	House Fees	House Fees
	$1,600.00 (**8** hrs)	$800.00 (**5** hours)	$475 Per Show	$250 Per 2nd

Additional Time on a performance day: $175.00 per hour

Load In/ Rehearsal Rate: $1,000 (12 hours)
Tech / Rehearsal Same Day As Show $500 (4 Hours)
Overtime $175 per hour

SPECIAL FILM SCREENING RATE

Monday – Wednesday $1,100 (**8** hrs.) (includes 1st. Show House Fees) $250 Per 2nd

SUMMER AND MID-WEEK RENTAL RATE

Not-For Profit Organizations	House Fees	House Fees
(July1 through August 31 and Monday – Wednesday year round		
All rental days (**8** hours) Performance $700 2nd.Performance $350	$475 Per Show	$250 Per 2nd

COLONY THEATRE 09-10

SUMMER AND MID-WEEK RENTAL RATE
For Profit Organizations
(July1 through August 31 and Monday – Wednesday year round
All rental days (**8** hours) Performance $850 2nd.Performance $425 $475 Per Show $250 Per 2nd

Not-For Profit Organizations	2 weeks	Additional week(s)	House Fees	House Fees
Extended Runs of 12 days or more	$8,500	$4,250	$475	$250
Minimum of 8 performances (**8**hrs. a day)				

For Profit Organizations	2 weeks	Additional week(s)	House Fees	House Fees
Extended Runs of 12 days or more	$13,000	$6,500	$475	$250
Minimum of 8 performances (**8**hrs. a day)				

Audition/Rehearsal Rates No technical support just sound and work lights

Not-For Profit day rates (8hrs)	$400	half day (4 hrs.)	$250
For Profit day rates (8hrs)	$600	half day (4hrs.)	$350

Merchandising Commission
Client will staff merchandise sales and pay 15% sales commission

Videotaping for Commercial Use or Broadcast $600. Flat Fee

BYRON CARLYE 08-09

NON-PROFIT ORGANIZATIONS	Performances Same Day		Second Performance	House Fees	House Fees
Operating Budgets:					
$250,000 or Below	$500	(5 hrs.)	$250 additional	$350 per show	$175 per 2nd.
$250,000 - $500,000	$700	(5 hrs.)	$350 additional	$350 per show	$175 per 2nd.
$500,000 and above	$900	(5 hrs.)	$450 additional	$350 per show	$175 per 2nd.

Performance period (5hrs.) begins 2 hrs. prior to advertised time of curtain
Additional Time on a performance day: $50.00 per hour

Load In/ Rehearsal Rate: $550 (12 hours)
Tech / Rehearsal Same Day As Show $250 (8 Hours)
Overtime $50 per Hour

FOR-PROFIT ORGANIZATIONS

			House Fees	House Fees
Performances	$1,000.00	(5 hours)	$350 per show	
Second Performance (Same Day)	$ 500.00	(5 hours)		$175 per 2nd.

Performance Period (5 hrs.) begins 2 hour prior to advertised time of curtain.
Additional Time on a performance day: $100.00 per hour

Load In/ Rehearsal Rate: $800 (12 hours)
Tech / Rehearsal Same Day As Show $400 (8 Hours)
Overtime $100 per hour

SPECIAL FILM SCREENING RATE
Monday – Wednesday $675 per show (includes House Fees and Projectors) $175 per 2nd.

SUMMER AND MID-WEEK RENTAL RATE		House Fees	House Fees
(July1 through August 31 and Monday – Wednesday year round			
All rental days for performance only (5 hours)	$475	$350 per show	$175 per 2nd.

BYRON CARLYE 08-09

WEEK-LONG RENTAL DISCOUNT RATES FOR GUARANTEED MINIMUM SIX-SHOW RUN

Performance (Including House Fees): $675
Load-in/Rehearsal Same Day As Show: $475

PROPOSED DISCOUNT RATES FOR REPERTORY THEATER AT THE BYRON CARLYLE

[Three different productions a year, four weeks at a time.]

Byron Carlyle	One technical week	Three performance weeks	Surcharge 40% capacity	Surcharge 60% capacity	Surcharge 80% capacity
(Base + % of sales)	$1,500 base	$5,000 base	$2,880	$4,320	$5,760

PROPOSED DISCOUNT RATES FOR REPERTORY DANCE AT THE BYRON CARLYLE

[Three different productions a year, two weeks at a time.]

Byron Carlyle	Three technical days	Two performance weeks	Surcharge 40% capacity	Surcharge 60% capacity	Surcharge 80% capacity
(Base + % of sales)	$1,000	$3,000	$1,440	$2,160	$2,880

All additional shows and tech days would be billed at cost.

BYRON CARLYLE 09-10

NON-PROFIT ORGANIZATIONS	Performances	Second Performance Same Day	House Fees	House Fees
Operating Budgets:				
$250,000 or Below	$500 (**8** hrs.)	$250 additional	$425 per show	$225 per 2nd.
$250,000 - $500,000	$700 (**8** hrs.)	$350 additional	$425 per show	$225 per 2nd.
$500,000 - & above	$900 (**8** hrs.)	$450 additional	$425 per show	$225 per 2nd.

Additional Time on a performance day: $100.00 per hour

Load In/ Rehearsal Rate: $550 (12 hours)
Tech / Rehearsal Same Day As Show $300 (**4** Hours)
Overtime $100 per Hour

FOR-PROFIT ORGANIZATIONS	Performances	Second Performance Same Day	House Fees	House Fees
	$1,000 (**8** hrs.)	$500 (5hrs)	$425 per show	$225 per 2nd.

Additional Time on a performance day: $150.00 per hour

Load In/ Rehearsal Rate: $800 (12 hours)
Tech / Rehearsal Same Day As Show $400 (**4** Hours)
Overtime $150 per hour

SPECIAL FILM SCREENING RATE
Monday – Wednesday $800 (**8hrs)** (includes 1st. Show House Fees) $225 per 2nd.

SUMMER AND MID-WEEK RENTAL RATE

Not-For-Profit Organizations		House Fees	House Fees
(July1 through September 30 and Monday – Wednesday year round			
All rental days for performance only (**8** hours)	$500	$425 per show	$225 per 2nd.

BYRON CARLYLE 09-10

SUMMER AND MID-WEEK RENTAL RATE

For Profit Organizations			House Fees	House Fees
(July1 through September 30 and Monday – Wednesday year round				
All rental days for performance only (**8** hours) $700			$425 per show	$225 per 2nd.
Not-For-Profit Organizations	**2 weeks**	**Additional week(s)**	**House Fees**	**House Fees**
Extended usage of 12 days or more	$6,500	$3,250	$425 per show	$225 per 2nd
(non consecutive) Minimum 8 performances				
For Profit Organizations	**2 weeks**	**Additional week(s)**	**House Fees**	**House Fees**
Extended usage of 12 days or more	$8,500	$4,250	$425 per show	$225 per 2nd
(non consecutive) Minimum 8 performances				

Auditions/Rehearsal Rates	Technical support just sound and work lights (includes 1 tech person)	
Not-For-Profit Organization Rate	(8hrs.) $400	(4hrs) $225
For Profit Organization Rate	(8hrs.) $575	(4hrs) $325

Merchandising Commission

Client will staff merchandise sales and pay 15% sales commission

Videotaping for Commercial Use or Broadcast $600. Flat Fee

Usage of Theater Report
Prepared by Gary Lund

Theater Usage for the season 2008-2009 dates on hold as of 5/21/09													
Month	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mch**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	
Byron Carlyle	31	30	31	31	28	31	30	31	30	31	31	30	
Days of usage	4	3	6	0	5	6	10	6	10	12	1	1	
Pecentage of usage	13%	10%	19%	0%	18%	19%	33%	19%	33%	39%	3%	3%	18%
Month	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mch**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	
Colony	31	30	31	31	28	31	30	31	30	31	31	30	
Days of usage	9	7	17	14	15	25	25	17	21	6	17	11	
Pecentage of usage	29%	23%	55%	45%	54%	81%	83%	55%	70%	19%	55%	37%	50%
Theater Usage for the season 2009-2010 request holds as of 5/21/09													
Month	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mch**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	
Byron Carlyle	31	30	31	31	28	31	30	31	30	31	31	30	
Days of usage	7	11	15	3	9	12	6	17	3	2	2	0	
Pecentage of usage	23%	37%	48%	10%	32%	39%	20%	55%	10%	6%	6%	0%	24%
Month	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mch**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	
Colony	31	30	31	31	28	31	30	31	30	31	31	30	
Days of usage	15	10	15	13	17	21	17	14	23	7	5	16	
Percentage of usage	48%	33%	48%	42%	61%	68%	57%	45%	77%	23%	16%	53%	48%

ITEM SEVEN

MIAMIBEACH

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

MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: June 25, 2009

SUBJECT: **DISCUSSION ON A MASTER PLAN FOR THE PAR 3 GOLF COURSE**

Concepts

On January 5, 2009, in response to requests from residents of the Bayshore neighborhood, the City contracted Bruce Howard & Associates to develop several conceptual plans for the 19.96-acre Par 3 Golf Course located adjacent to the Scott Rakow Youth Center. On March 31, 2009, the City held a publicly advertised meeting with the community at Miami Beach Senior High School. The following conceptual site plans (see attached) were presented:

- Sheet LGC-1: Nine-hole Golf Course Plan
- Sheet LGC-2: Six-hole Golf Course / Open Space Plan
- Sheet LAP-1: Park Plan

While each of the plans is conceptual, certain elements are shown in all the plans based upon community and staff input. Among these are public restrooms; a jogging trail around the perimeter of the site; and a tot lot near the Scott Rakow Youth Center as well as a lake that will serve use for drainage, irrigation source and a source for backfill. The golf course plans can also accommodate the use of artificial turf or real turf.

The Nine-hole Golf Course Plan requires almost all of the space now occupied by the Par 3. Therefore, there is only a small space available for a passive feature like a grove of flowering and fruit trees. This option was favored by the community at the March 31st meeting.

The Six-hole Golf Course / Open Space Plan retains a six-hole golf course but provides some areas that could be used for passive and active park activities. The same picnic and pavilion areas, fruit and flowering trees, tot lot, tennis courts, and open space elements available in the Park Plan option are also available.

The Park Plan is designed for the local neighborhood with educational and interactive features. Possible elements could include picnic and pavilion areas, an area for fruit and flowering trees, tennis courts, a soccer field, a skate park, and open space.

Analysis

Bruce Howard then ranked these plans by cost, neighborhood acceptance, and other (sustainability and liability) criteria. The Park Plan option is most desirable based upon cost and other criteria, while the Nine-hole Golf Course Plan is most desirable for the neighborhood.

Per the City Comprehensive Plan, there are already a sufficient number of both golf courses and parks to satisfy the population. The population in 2000 (used in the Comprehensive Plan) was 87,933 permanent residents. With a 20% multiplier for seasonal residents, the total population is 94,671. The Recreation and Open Space Element has policies that address the minimum level of service for open space, parks, and golf courses.

- Policy 2.1 states that the City should have a minimum of 10.0 acres of recreation and open space per 1,000 permanent and seasonal residents. Therefore, the City desires 947 acres of park and open space. The City has 1,156 acres of park and open space.
- Policy 2.2 states that the City should have a minimum of 6.0 acres of recreational facilities per 1,000 permanent and seasonal residents. Therefore, the City desires 568 acres of recreational facilities. It has 726 acres of recreational facilities.
- Policy 2.3 provides for a minimum level of service for different facility types. The desired number of golf courses (minimum nine holes) is one per 50,000 persons. This translates to two golf courses. The City has two municipal regulation courses plus this Par 3 Golf Course.

Construction Costs

Bruce Howard provided conceptual construction cost estimates based on the site plans. Costs were also estimated for the golf course plans based upon the installation of artificial turf and real turf. These estimates range from $2.6 million to $4.0 million. (See attached.)

Options	Conceptual Construction Costs ($ Million) *	
	Real Turf	Artificial Turf
Nine-hole Golf Course	$2.6	$4.0
Six-hole Golf Course / Open Space	$2.6	$3.6
Park	$2.6	n/a

* Project development expenses such as design, permitting, construction management, and contingencies have not been included.

Operating costs will be dependent upon the elements ultimately included in the selected development plan. However, the operating cost of a golf course will be higher than the operating cost for a park. Therefore, the Administration estimates that the operating cost for the nine-hole golf course would be the highest of the three, the park operating cost would be the lowest, and the operating cost for the Six-hole Golf Course / Open Space Plan would lie in between. Golf course green fees would be minimal and would not significantly offset operating costs.

At this time, there are no capital or operating funds allocated for the further development of the Par 3 Golf Course.

Attachments

JMG\TM\COC\JCC\RWS
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ITEM EIGHT

MIAMIBEACH

MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: June 25, 2009

SUBJECT: **DISCUSSION REGARDING A PROPOSED ORDINANCE EXPANDING THE USE OF THE PARKING IMPACT FEES MONIES TO HAVE MORE FLEXIBILITY**

BACKGROUND

An amendment to the Land Development Regulations which would permit more flexibility in the use of fees collected by the City as part of the Parking Impact Fee program was referred to the Land Use and Development Committee by the City Commission on January 28, 2009. The Land Use and Development Committee discussed the matter on April 6, 2009, and referred it to the Finance and Citywide Projects Committee for additional discussion. Additionally, the same proposal was a recommendation of the Growth Management study presented to the City Commission last July.

The referral by the Commission in January was part of the discussion which ultimately rejected a proposal to reduce parking impact fees for Convention Hotels. At that time, the Commission referred two ordinances, one to look at reducing the parking requirements for convention hotels, and this proposal, to address the use of Parking Impact Fee collections, with the aim of allowing these funds to be used for alternative transportation and mobility projects besides simply construction of parking garages.

ANALYSIS

The parking impact fee is a fee which in certain specific cases may be paid to the city in lieu of providing required parking on-site. Rather than a traditional "impact fee", it is really a "fee-in-lieu", which means that one has the option to either provide the required parking, or, pay a fee in lieu of providing that parking.

Section 130-134 of the City Code specifies that funds generated by the program shall be deposited in a city account specifically established to provide parking and related improvements in the vicinity of the subject property. The program has been administered by the City since its inception in 1989, and the funds generated have been used to help fund the construction of parking garages.

Update: The Land Use and Development Committee requested information on the number of development projects that have received a building permit by paying the $35,000 fee in lieu of providing parking. Since the new fee only took effect at the very end of 2006, many of the projects that have received building permits over the past two years were reviewed prior to the effective date of the ordinance, and thus were only required to pay the old fee of $15,000. Only three (3) projects to date have actually paid the $35,000:

909 Collins Avenue - $105,000; 1131 Collins Avenue - $70,000, and 745 Collins Avenue - $350,000. Several projects proposing to pay the impact fee which have been approved since the effective date of the ordinance are still in the process of finalizing their building permit approvals.

The City's planning efforts have been focused on trying to shift a portion of the transportation people use within Miami Beach from automobiles to alternative modes such as public transit, pedestrian and bicycles. Since the restriction on the use of the parking fees limits the expenditure of these funds to parking garages, worthy transportation projects focusing on transit and alternative modes cannot be funded with this money. The proposal to modify the LDR's to permit these fees to be used for these types of projects would serve to provide flexibility to the City in planning future transportation improvements.

There is a rational nexus between the requirement that new developments provide off-site parking or pay a fee-in-lieu of doing so, and the ability for those fees to be used for a wider variety of transportation and mobility projects in addition to parking garages. If transit and alternative modes of transportation are improved and widely provided, the theory is that automobile usage may lessen, and fewer overall parking spaces would be needed.

A key recommendation of the City's Growth Management report from July 2008 was to broaden the scope of the in-lieu parking program. It was suggested to modify the program to also permit such funds to be used to implement transportation improvements, such as building bus shelters, purchasing buses, installing traffic signals, building bike paths, and encouraging related activities that result in capacity expansion and mobility enhancement.

The proposed ordinance would add transportation and mobility projects to the allowable uses of the fees collected by the fee-in-lieu of parking program. This would apply to the fees collected after the effective date of the ordinance; fees collected prior to this date would remain limited to being used only for parking facilities. This follows current legal practice with respect to municipal fee collection and capital improvement expenditures.

Update: The Land Use and Development Committee requested that the ordinance be further refined to specify the definition of transportation and mobility related improvement projects. This is really a policy decision related to how broadly or narrowly the ordinance would be crafted. The types of projects envisaged to be included in such a definition could include the following:

- Transit capital funding – purchase of buses for circulator routes
- Transit operational funding – funding continuing operation of circulator routes
- Traffic Improvements – traffic signals, signal timing operations, lane modifications
- Bicycle Facilities – bicycle lanes, paths, bicycle racks and storage
- Intelligent Transportation Systems – electronic message boards
- Pedestrian Improvements – crosswalks, traffic signals
- Pedestrian Facilities - Beachwalk, Baywalk

The Administration would recommend the broadest possible definition of transportation and mobility related improvement projects. However, if the Committee desires to limit the definition to more narrow parameters, items from the above list could be chosen for inclusion.

The ordinance as drafted by the Planning Department also cleans up outmoded language that refers to the program as an impact fee, which it is not. This is recommended for clarity, and any future legal or legislative challenge to the City's ability to charge such fees. It is not a mandatory impact fee, but an optional fee-in-lieu for developers who do not wish to provide parking on-site.

CONCLUSION AND RECOMMENDATIONS

The Administration recommends that the Finance and Citywide Projects Committee refer the proposed ordinance to the Planning Board for their review and recommendation.

JMG/TH/JGG/RGL

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C: Tim Hemstreet, Assistant City Manager
Robert Parcher, City Clerk
Jorge Gomez, Planning Director
Gary Held, City Attorney's Office

ARTICLE V. FEE-IN LIEU OF PARKING ~~IMPACT FEE~~ PROGRAM*

***Cross references:** Finance generally, § 2-276 et seq.

Sec. 130-131. Generally.

A fee in-lieu of providing parking ~~impact fee~~ may be paid to the city in lieu of providing required parking on-site, or within 1,200 feet of the site in the architectural district or otherwise within 500 feet of the site, only in the following instances, except that parking requirements for accessory commercial uses in newly constructed buildings within the Collins Waterfront Historic District in an area in the RM-2 zoning district that is bounded by 41st Street on the south and 44th Street on the north shall be satisfied by providing the required parking spaces, and may not be satisfied by paying a fee in lieu of providing parking:

(1) New construction of commercial or residential development and commercial or residential additions to existing buildings whether attached or detached from the main structure within the architectural district or a local historic district.

(2) When an alteration or rehabilitation within an existing structure results in an increased parking requirement pursuant to subsection 130-132(b).

(3) New construction of 1,000 square feet or less, or additions of 1,000 square feet or less to existing buildings whether attached or detached from the main structure may fully satisfy the parking requirement by participation in the fee in-lieu of providing parking ~~impact fee~~ program pursuant to subsection 130-132(a).

(4) The creation or expansion of an outdoor cafe (except for those which are an accessory use to buildings described in subsection 130-31(b)).

(Ord. No. 89-2665, § 7-7, eff. 10-1-89; Ord. No. 93-2882, eff. 10-1-93; Ord. No. 98-3108, § 8(A), 1-21-98; Ord. No. 2004-3434, § 2, 1-14-04)

Sec. 130-132. Fee calculation.

(a) *New construction.* The ~~impact~~ fee in-lieu of providing parking for new construction shall be satisfied by a one-time payment at the time of issuance of a building permit pf $35,000.00 per parking space. The amount of such fee may be changed in accordance with subsection (d) of this section.

(b) *Existing structures and outdoor cafes.* When alteration or rehabilitation of a structure results in an increased parking requirement, or an outdoor cafe is created or expanded, the ~~impact~~ fee in-lieu of providing parking shall be satisfied by one of the following:

(1) A one time payment as set forth in subsection (a) of this section.

(2) A yearly payment in the amount of three percent of the payment required

by subsection (a) of this section which shall continue as long as the use exists. (The amount of such payment may vary from year to year in accordance with the determination set forth in subsection (d) of this section. However, in lieu of continued yearly payments, a one-time redemption payment may be made at any time of the full amount due pursuant to subsection (a) of this section; such amount shall be based upon the latest determination made pursuant to subsection (d) of this section as of the time of the redemption payment rather than upon the amount which would have been due if the fee had been paid at the time the work was done, regardless of the number of yearly payments made previously. However, when new floor area is added to the existing building, the impact fee shall be as set forth in subsection (a) of this section.

(c) *Removal of existing parking spaces in a historic district.* Whenever an existing required parking space is removed or eliminated for any building that existed prior to October 1, 1993, which are located within the architectural district, a contributing building within a local historic district, or any individually designated historic building, a fee in-lieu of providing parking ~~impact fee~~ shall be required if a replacement parking space is not provided on-site or within 500 feet of the site or within 1,200 feet of the site if in the architectural district. Such fee shall be satisfied as set forth in subsection (b), above. In no case shall the removal of parking spaces result in less than one parking space per residential unit or 50 percent of the required parking for commercial uses. This subsection shall not prohibit the removal of grade level parking spaces located within the front, side street or interior side yards of a lot which has a designated contributing building within a designated historic district, should those parking spaces be nonconforming. This subsection shall not prohibit the removal of grade level parking spaces located within the front yard or side yard facing a street of a lot which has a noncontributing building within a designated historic district, should those parking spaces be nonconforming. Any request for the removal of parking spaces under this subsection shall only be approved with the applicant's consent. The parking department shall advise the planning department and the joint design review/historic preservation board of the impact of the removal of any parking spaces.

(d) *Annual evaluation.* The amount determined to be the city's total average cost for land acquisition and construction of one parking space shall be evaluated yearly by the planning and zoning director based upon the Consumer Price Index (CPI). If determined necessary, the fee structure shall be amended in accordance with chapter 118, article III, changes and amendments of these land development regulations.

(Ord. No. 89-2665, § 7-7(A), eff. 10-1-89; Ord. No. 93-2882, eff. 10-1-93; Ord. No. 98-3108, § 8(B), 1-21-98; Ord. No. 99-3226, § 2, 12-15-99; Ord. No. 2006-3545, § 1, 12-6-06)

Sec. 130-133. Fee collection.

(a) *New construction; one time payment.* For new construction the ~~impact~~ fee in-lieu of providing parking shall be paid in full at the time of application for the building permit. Such fee shall be refunded if construction does not commence prior to

expiration of the building permit.

(b) *Existing structures and those which elect yearly payment plan.* For existing structures and those which elect a yearly payment plan, the first ~~impact~~ fee in-lieu payment shall be paid prior to the issuance of a building permit and shall be applied at the time the certificate of use is issued. If no building permit is needed, the first payment shall be due at the time the occupational license or certificate of use, whichever is earlier, is issued. The second payment shall be due June 1 following the issuance of the occupational license or certificate of use, whichever is earlier, and the amount due shall be prorated. Subsequent annual payments shall be paid in full by June 1 as long as the use exists, the amount of the payment is set forth in subsection 130-132(b)(2).

(c) *Existing structures; one time redemption payment.* For existing structures a one time redemption payment may be made at any time and shall be in the amount determined by application of the formula for one time payment as set forth in subsection 130-132(b)(2).

(d) *Late payments.* For late payments monthly interest shall accrue on unpaid funds due to the city under the ~~impact~~ fee in-lieu program at the maximum rate permitted by law. Additionally, a fee in the amount of two percent of the total due shall be imposed monthly to cover the city's costs in administering collection procedures.

(e) *Failure to pay.* Any participant in the ~~impact~~ fee in-lieu program who has failed to pay the required fee within three months of the date on which it is due shall be regarded as having withdrawn from the program and shall be required to provide all parking spaces required by these land development regulations or cease the use for which such spaces were required. Failure to comply shall subject such participant to enforcement procedures by the city and may result in fines of up to $250.00 per day and liens as provided by law.

Sec. 130-134. Deposit of funds; account.

Funds generated by the ~~impact~~ fee in-lieu program collected after the effective date of this ordinance, shall be deposited in a city account specifically established to provide parking, transportation and mobility related improvements and programs in the vicinity of the subject property. The planning department ~~and zoning director~~ shall maintain a map which includes a listing of the districts and accounts.

Sec. 130-135. Joint venture agreements.

The required number of parking spaces may be provided in a facility developed through a joint venture agreement with the city or by a private entity in which the required number of parking spaces in a parking facility is specifically reserved for use by the applicant. Agreements regulating privately owned parking facilities shall be approved by the city attorney; those relating to city owned property shall be approved by the city commission. All agreements pursuant to this section shall be recorded in the public records of the county.

Sec. 130-136. Variances.

No variances shall be granted from the requirements of this article.

ITEM NINE

MIAMIBEACH

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

COMMISSION MEMORANDUM

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

FROM: Jorge M. Gonzalez, City Manager

DATE: June 3, 2009

SUBJECT: **REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE – JOB ORDER CONTRACTING (JOC) SYSTEM FOR ACHIEVING TIMELY AND COST-EFFECTIVE PROCUREMENT OF MAINTENANCE AND CONSTRUCTION SERVICES FOR CAPITAL PROJECTS.**

ADMINISTRATION RECOMMENDATION

Refer the item.

BRIEF HISTORY OF JOB ORDER CONTRACTING (JOC)

JOC was developed in the early 1980's to help the Department of Defense (DOD) expedite the procurement of repair, alteration, and minor new construction projects in support of their military facilities worldwide. DOD was looking for a procurement system to decrease the inherent inefficiencies in the typical design-bid-construct cycle when applied to a large volume of small to medium sized construction projects. The initial results and benefits experienced by DOD were so positive that within a few years the JOC procurement system was implemented at virtually every major DOD installation worldwide.

Beginning in the early 1990's, non-DOD public facilities owners became aware of the substantial benefits of the JOC procurement system and began adopting JOC. Thus, JOC began rapidly migrating outside the DOD and fast became a heavily utilized tool by municipal governments, state agencies, K-12 public schools systems, utility and transportation authorities, colleges, universities, and public housing authorities. Today JOC is used in almost every major metropolitan market to quickly and efficiently procure over $1.5 billion annually in repair, alteration, and minor new construction projects.

JOC was the brainchild of Mr. Harry Mellon, the founder of The Gordian Group (TGG). In 1982 when Mr. Mellon was serving in the U.S Army Corps of Engineers, he was responsible for JOC's creation, testing and full-scale adoption by the U.S Army worldwide and its migration to the DOD. Mr. Mellon will attend the Finance and Citywide Projects Committee meeting to provide members of said committee with information relative to the JOC system.

Agenda Item C4C
Date 6-3-09

HOW JOB ORDER CONTRACTING WORKS

A JOC construction contract is built around a set of contract documents. The City of Miami Beach's JOC contract documents consist of three (3) parts:

1. Part one is a Construction Task Catalog (CTC), that contains a wide variety of construction and construction related tasks. Each task has a complete and detailed description, a unit of measure, and a fixed unit price. For example, a square foot of interior painting, a lineal foot of rigid conduit, and a square yard of carpet all have a certain associated price. The unit prices include the direct cost of labor, material, and equipment in the local market. The unit prices for some tasks are modified for large or small quantities, non-typical installation locations (i.e. in confined space), or non-typical materials (i.e. stainless steel). The tasks in the CTC are developed and tailored specifically for the City of Miami Beach and encompass all the work that the City of Miami Beach anticipates completing under JOC.

2. Part two of the contract documents is a set of performance based Technical Specifications arranged according to the standard divisions of the Construction Specification Institute's (CSI) Master Format recognized by and familiar to bidders. The Technical Specifications reflect the City of Miami Beach's standards for the quality of workmanship and materials, and set the standard for the quality of work.

3. Part three consists of the Information for Bidders, form of contract, General Conditions, bond forms, wage rate information, etc.

GUIDANCE TO BIDDERS

During the bidding process, bidders are not told the exact tasks that they will be asked to perform. No commitments are made about specific quantities that will be ordered from the CTC.

The City informs bidders of some specific contract characteristics that are unique to JOC, such as:

1. Each JOC contract will have a definitive term. Each contract features an initial base term of 1 year from the date of contract award. In addition, each contract also includes an option for additional years based on the contract issued. The total term of the JOC contract cannot exceed the specified number of years.

2. There are no minimum contract values in the contract. However, there is a not to exceed Maximum Contract Value based on the contract. Bidders are advised that the City of Miami Beach is not obligated to award any work during the entire term of the contract.

3. A pre-bid meeting is held with all potential bidders. The contractors are given an overview of JOC and encouraged to ask questions about how it works. The pre-bid meeting is conducted as a workshop and the mechanics of being a Job Order Contractor are explained. Contractors are given guidance on analyzing the CTC,

how to calculate Adjustment Factors, how to develop a Price Proposal, personnel requirements to staff a Job Order Contract, and generally how to be successful under the JOC system.

CONTRACTOR SELECTION PROCESS

Based on the Construction Task Catalog, the other bid documents, and the guidance provided at the pre-bid meeting, bidders competitively bid a set number of Adjustment Factors to be applied to the unit prices in the CTC. The Adjustment Factors apply to performing work (1) during normal working hours, (2) during other than normal working hours, and (3) relating to tasks not pre-priced by the CTC.

The Adjustment Factors must include all of the contractor's indirect costs such as overhead, insurance, and bonds, as well as the contractor's profit. The Adjustment Factors apply to every task in the CTC. Adjustment Factors can vary widely among different facility owners and contracts based on a host of factors including the Maximum Contract Value, the type of work anticipated, and the locations and conditions under which the work will likely be executed. If a bidder views the CTC as equal to the direct cost of performing the work in the local marketplace, and desires 10% for overhead and 10% for profit, it would bid 1.2000. Furthermore, if the bidder believes that work to be completed during other than normal hours will require higher wages to be paid than work completed during normal hours, it would incorporate a premium into the Adjustment Factor.

Each Adjustment Factor is weighted (as determined prior to the bid and indicated on the bid form) and an award criteria figure is calculated. The award is made to the bidder providing the lowest (lowest and best award criteria figure), responsible and responsive bid. The contractor must also provide a statement of qualifications that demonstrating certain skill sets, licenses, and similar experience to be determined responsible and meet criteria under "Best Value Procurement".

CONTRACT EXECUTION

Once the City has executed a Job Order Contract with each contractor, they are standing by available to perform work when called upon. The JOC execution process begins with the identification of a project, an understanding of the general scope of work associated with the project, and a preliminary cost estimate prepared by the Project Manager. After these preliminary steps are completed, the Project Manager conducts a Joint Scope Meeting with the Contractor at the work site to review the proposed general scope of work and evaluate the work site conditions. The contractor is invited to ask questions and make suggestions.

After the Joint Scope Meeting, the Project Manager provides the contractor with a written Detailed Scope of Work. The level of detail and design included in the Detailed Scope of Work is a function of the difficulty and type of the particular project. The contractor then breaks the work down into individual items of work and prepares a pricing Proposal by selecting the unit price tasks contained in the CTC to accomplish the Detailed Scope of Work. The total price is calculated by multiplying each unit price by the required quantity and then multiplying that result by the appropriate Adjustment Factor. Along with the Proposal, the contractor also develops a schedule, a list of subcontractors, and any required drawings or sketches.

The Proposal is then compared to the City's In-house estimate and reviewed to make sure the contractor selected the correct tasks and appropriate quantities. If the Project Manager is satisfied that the Proposal is accurate and the price is reasonable then a firm fixed priced, lump sum Job Order can be issued to the contractor. The contractor is required to complete the Detailed Scope of Work for the lump sum price within the agreed upon schedule.

Once the work begins, the Project Manager reviews submittals, inspects the work, monitors progress, approves payments and closes out the job in accordance with typical the City of Miami Beach procedures. No variations from the procedures are permitted.

CONTRACTOR'S CONTINUING FINANCIAL INCENTIVE

The major advantage of the JOC system is that the stream of individual Job Orders gives the contractor a continuing financial incentive to provide high quality work on schedule. The incentive exists because each Job Order only represents a small portion of the total potential dollar value of the contract. By meeting the City of Miami Beach expectations for quality and timeliness, the contractor will likely be requested to perform additional Job Orders. If, however, the City is not satisfied with the performance of the contractor, then the City may elect not to have the contractor perform any additional work and the stream of Job Orders is terminated.

GOALS AND BENEFITS

Owners use Job Order Contracting because other available construction procurement alternatives do not enable them to meet their goals. Their goals almost always include the need to accomplish their construction requirements in a timely manner while increasing quality and reducing cost.

INCREASED RESPONSIVENESS

Independent studies show that under JOC, work can start between 75-85% faster than traditional contracting methods. These studies show that, for small projects (less than $20,000), the average procurement time using the traditional system is as much as 233 days compared to only 42 days under JOC, a savings of 82%. For medium sized projects, the time required in the traditional system is 193 days, compared to only 52 days under JOC, a savings of 75%.

LOWER COSTS

Independent studies further show that using JOC can save a facility owner between 8-15percent in total costs compared to traditional contracting methods. These cost savings occur from reduced design costs, lower procurement costs, lower direct construction costs, and reduced post award costs.

REDUCED DESIGN COSTS

Design costs are reduced because the scope of a majority of the JOC projects can be documented without having to develop full design documents. In those cases where some design is required, the design only needs to be completed to the point of being priceable and

capable of being permitted, not biddable. For every project, the Technical Specifications are already developed as part of the basic JOC contract. Design savings range from 2-6% of the cost of construction.

LOWER PROCUREMENT COSTS

Procurement costs are reduced because the facility owner does have to develop, advertise, and award individual contracts for every small to medium sized project. The cost of reproducing the contract documents alone can range from ½-1% of the overall cost of construction. The average procurement cost using traditional procurement methods for medium sized projects is 4%. Under JOC, the cost drops to 1.6%. Typical overall procurement savings can range from 2-4%.

LOWER DIRECT CONSTRUCTION COSTS

Studies show that when analyzing comparable work, JOC is 4-8% less expensive because of reduced indirect costs, the absence of large contingencies, and volume discounts provided by contractors. For example, if you consider a single project that is advertised under the traditional system, bidders will include in their bid anticipated overhead costs for the full duration of the project. These costs will represent both field and home office costs. Under JOC, the contractors spread their anticipated overhead over the entire contract and, therefore, the individual overhead allocation against any one project is a small percentage of the total overhead considered. Other studies show that when developing their JOC bid, contractors will lower their contingency costs because they have the opportunity to participate in Joint Scope Meetings and inspect each project prior to developing the Proposal for that project.

REDUCED POST AWARD COSTS

JOC reduces costs by eliminating change orders and the resulting negotiations Post award costs primarily result from change orders and claims. Under JOC, the contractor participates in the Joint Scope Meeting and any issues or problems are discussed openly and resolved. If a question arises during the Proposal development process, the contractor is free to contact the facility owner's representative and get answers. This non-adversarial relationship eliminates the underlying cause of most claims and changes. Post award costs are further reduced because JOC is a series of individual Job Orders, and it is generally not in the contractor's best interest to submit frivolous claims that may affect its future volume of work under the contract.
Changes in the Detailed Scope of Work, often a result of differing or unknown site conditions, are handled as additional Job Orders rather than change orders. Post award cost savings under JOC have consistently proven to save 1-3% of the cost of construction.

ENHANCED OPPORTUNITIES FOR MINORITY BUSINESSES

JOC is designed to enhance the participation of local, minority, and women-owned businesses. Because no commitment is made to the JOC contractor regarding specific projects or the exact types of work that will be required, the contractor cannot develop an in-house work force to do all the work and is forced to maximize the use of subcontractors. This increases the opportunities for the contractor to use local, minority, and female owned businesses. Over the past 5 years, 40% of all JOC work has been subcontracted to businesses in these categories.

In addition, minority businesses strongly support JOC because they are able to receive large amounts of work without the official red tape normally associated with bidding. They also support JOC because it does not tie up their bonding capacity. They get the work fast and get paid fast. JOC has enabled many minority firms to do government work for the first time.

INCORPORATION OF MULTIPLE FUNDING SOURCES

Under JOC, the obligation document is the individual Job Order and not the basic contract. Therefore, individual Job Orders can be paid from different funding sources. This capability is not available with any other form of competitively bid, firm fixed priced construction contract.

JOC provides the facility owner with a single, highly flexible and responsive tool for accomplishing a majority of its annual construction and repair projects regardless of the source of the funds.

HIGHER QUALITY CONSTRUCTION

Because the structure of JOC is a series of individual Job Orders, the contractor has an ongoing financial incentive to provide a quality project. If the contractor fails to maintain the desired level of service and quality, the owner can elect to give future projects to other JOC contractors or to complete the projects using traditional contracts.

The "contractual motivation" under JOC is the complete reverse of the traditional system where the contractor has been awarded a one time, fixed priced contract. Under the traditional procurement system, the contractor is motivated to make as much money as possible off that one opportunity. The contractor typically does so by cutting corners and submitting frivolous requests for claims and change orders. This sort of behavior does not occur under JOC because it would convince the facility owner not to give the contractor future Job Orders.

GOALS AND BENEFITS-CONTRACTORS

Contractors bid Job Order Contracts because of the rewards. The primary reward is that JOC can be profitable. The level of profit, however, depends upon many variables. A few of these variables include the contractor's Adjustment Factor, management capability, volume of work, and consistency of workflow. The contractor does not have to expend business development resources to find the next project. As long as the contractor meets or exceeds the City expectations, it will likely continue to receive projects up to the Maximum Contract Value.

Ideally, a long-term partnership will develop between the City and the contractors. The JOC contract structure fosters a continuing, non-adversarial relationship that allows the contractor to function as a partner in the development of each Job Order. The contractor becomes an important source of information with regard to construction expertise during Job Order development. There is normally a high level of diversity among the Job Orders and an ability to help solve the City facility and infrastructure problems keeping the overall contract interesting and rewarding.

JOC HAS BEEN APPROVED FOR USE BY THE GENERAL ACCOUNTING OFFICE

The General Accounting Office (GAO) has fully reviewed the JOC concept and found it to be consistent with all Federal procurement laws and policies. Therefore, any federal funds received by the City can be obligated through the JOC process.

The JOC concept was designed with internal controls as an integral part of the check and balance process. The JOC concept relies on automated software, which provides an excellent audit trail of all JOC work orders and transactions as well as various verification programs to ensure the integrity of the JOC database.

The JOC System provides for procurement of an "annual General Contractors" through a traditional bid process. An indefinite quantity contract is established with fixed unit prices, against which work orders are issued for individual projects.

CITY OF MIAMI BEACH SUCCESS STORY

In 2003, recognizing the City's dynamic environment and the need for a more responsive contracting technique for the accomplishment of maintenance, repair and construction projects, the City implemented a Job Order Contracting (JOC) system as an innovative contracting system to enhance responsiveness while providing a higher level of quality work at a lower cost. The JOC system has proven to be a successful and cost-effective procurement approach that has earned itself top honors for best practices in public procurement by the National Institute of Governmental Purchasing.

As of May 28, 2009, the JOC program has resulted in the completion and issuance of 369 job orders totaling $100,846,064. It is important to note that there have been no contractor-initiated change orders or litigation on *any* JOC project to date.

CONCLUSION

In summary, the Job Order Contracting System will enable the City to achieve its primary objective of being able to "more rapidly engage contractors" while lowering costs and strengthening internal controls. JOC does not replace any of the existing contracting systems including traditional bidding. JOC is just an efficient and effective tool for the City to use in accomplishing its facilities maintenance and construction program.

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ITEM TEN

MIAMIBEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Committee Members

FROM: Jorge M. Gonzalez, City Manager

DATE: June 25, 2009

SUBJECT: **Discussion to consider possible funding sources and strategies that the City may employ to assist condominiums in Miami Beach.**

On June 3, 2009, the Mayor and City Commission referred a discussion of possible funding sources and strategies that the City may employ to assist condominiums in Miami Beach that are burdened by unit owners who are not making their monthly maintenance payments and are thereby forcing special assessments on the other unit owners in the building.

There are currently 495 condominium units that have had a final judgment action completed, and 2,907 condo units are in pre-foreclosure (more than 60 days past due on the mortgage). Of these filings, 506 were initiated by condominium associations, although there is no way to determine if all of these are a result of unpaid association fees (Source: RealQuest, June 15, 2009).

The Administration has not yet identified any specific strategies being employed by other governmental entities to specifically assist condominium buildings, rather than individual condominium owners with issues related to foreclosure. The Greater Phoenix area is facing the same issue regarding homeowner association dues, and the area municipalities have been trying to identify what, if anything, they could do to help the cash-strapped associations. The Administration has contacted Phoenix Neighborhood Services to find out if any specific strategies were identified and implemented.

Strategies to Assist Condominium Associations

The issue of assisting condominium associations with the impacts of unpaid assessments has been previously discussed by Committee and Commission. As you recall, on February 25, 2009, the City Commission approved the Finance and Citywide Projects Committee's action directing staff to contact condo associations that are currently delinquent on City utility bills to advise the associations that the City will consider payment arrangements on a case by case basis. Specifically, under this program, Condos must pay the current portion of their bills in full and on time and the City will help with payment plans to pay for the amounts in arrears over a period of months. The Committee further suggested that for condo associations with documented foreclosures of 15% or more of the units, the City should apply payments to the current portion of the bill first, as opposed to the oldest amounts, in order to help prevent penalties.

One program that the Administration has identified is a private, for-profit entity that provides private financial assistance for condominium associations that are having problems with cashflow. This assistance generally provides $20,000 in minimum funding to a condominium association, to fund up to six months of delinquent assessments per unit in a condominium association. This program will provide funding to units that are speculator owner, owner occupied, foreclosed/lender owned. Lis Pendens units and special assessments are evaluated on a case by case basis. Attached, please find a Q & A on this entity's services.

As you may know, our CHDO, Miami Beach Development Corporation (MBCDC) was able to obtain

funding to assist some income eligible homeowners that had previously been assisted in purchasing units in a condominium and were unable to pay a proposed special assessment (to cover capital improvements). This program was funded with Miami Dade County surtax funds; no additional funds are currently available.

The Administration has reached out to the Community Association Leadership Lobby (CALL) to try and identify any other programs or strategies that specifically target assisting condominium associations. Staff from CALL have indicated that they are not aware of any programs being implemented by other municipalities to deal with this issue.

Since condominium associations cannot maintain their buildings without required dues, many have implemented special assessments to pay for shortfalls in association operating budgets. In March, the Administration inquired with U.S. HUD regarding the potential use of CDBG-Recovery funds to set up an "interim assistance fund" to assist income qualifying condominium owners with special assessments. To date, the City has not received a direct answer from HUD regarding the eligibility of this type of program.

The City of Miami has created a Foreclosure Prevention Program, which provides assistance up to $7,500 to income eligible homeowners who are facing foreclosure. The goal of this program is to avoid foreclosure by paying delinquent mortgage payments (PITI) to assist with bringing the mortgage current, including late fees, attorney's fees, *homeowners' association payments, special assessments*, taxes, insurance and other foreclosure associated costs. This program is designed to maintain affordable homeownership within the lower income population of the City of Miami. This program is funded by the City of Miami with funds provided from the State Housing Initiatives Partnership (SHIP) program.

The use SHIP funds for special assessments for construction to be performed in common areas of condominiums would qualify as a renovation activity pursuant to the Local Housing Assistance Plan (LHAP). Funding assistance from SHIP can be provided to assist income-eligible condominium owners to pay their assessments, provided that the condominium association follows the procurement procedures required by the SHIP program. The condominium association must contract for the work, and submit reimbursement requests for eligible costs. The SHIP funds are provided directly to the condominium association rather than the unit owner, and the unit owner must enter into a restrictive covenant against the property, which requires that the amount provided for the special assessment be paid back if the unit is sold prior to the expiration of the affordability period (15 years for SHIP).

As you know, while many funding sources have become available through the Recovery Act, we have yet to identify any program that will directly assist condo associations.

JMG/HF/kc

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F r e q u e n t l y A s k e d Q u e s t i o n s

Agreement to Provide Cash for Your Association

Funding Agreement

This page provides general answers to commonly encountered questions pertaining to Foreclosure Solutions and the funding agreement concept. It is certain that a large number of questions tend to appear fairly regularly. This document (the **FAQ**) attempts to summarize answers to these questions.

Note: Each association has its own independent structure and unique financial situation, therefore the terms of the final agreement may vary depending on such factors.

- The Following a list of answers to frequently asked questions:

Q: Is my condominium association eligible for relief from Foreclosure Solutions?

A: Foreclosure Solutions will offer free consultations to any and all Florida condominium associations in need of financial relief. Generally, we ask that the association has at least 15 units and/or an overall 5% unit owner delinquency.

Q: What is the minimum amount of delinquency that Foreclosure Solutions will assume?

A: Foreclosure Solutions typically offers $20,000 in minimum funding to a Condominium Association. However, each property's situation is unique and will be considered.

Q: What is the maximum funding Foreclosure Solutions is willing to provide to my Condominium Association?

A: There is no maximum limit set on funding plans from Foreclosure Solutions. Foreclosure Solutions is a solvent company and actually prefers scenarios that include a large dollar delinquency and numerous delinquent unit owners.

Q: What is the maximum per condo assessment delinquency that Foreclosure Solutions is willing to assume?

A: There is no maximum dollar amount assessed on a per condo unit basis, however Foreclosure Solutions will only fund up to six (6) months of delinquent assessments per unit in a Condominium Association.

Q: What's in it for Foreclosure Solutions, how do you profit from this arrangement?

A: Foreclosure Solutions makes money from the interest and late charges it is assuming from the delinquent unit owners that it is able to collect from. Foreclosure Solutions provides immediate relief and profits from the long term collection, late fees and interest.

Q: Our Condominium Association is still in the Developer stages, and the Developer still owns several units. Not only is the Developer delinquent on the units it owns, but also on contributions to the Condominium project. Will Foreclosure Solutions fund these delinquent assessments as well?

A: Yes and no. Foreclosure Solutions can and will fund delinquent assessments from the Developer only after the Developer has relinquished control of the Association to the unit owners. During the developer controlled stages, Foreclosure Solutions will only fund units that are NOT Developer owned or controlled.

Q: Aside from Developer Controlled units, are there any other disqualifiers from the funding process?

A: Below is a comprehensive list of situations in which Foreclosure Solutions will and will not provide funding:

-Foreclosure Solutions Will Provide Funding To Units:

Speculator Owned / Vacant Units
Speculator Owned / Leased Units
Owner Occupied Units
Foreclosed / Lender Owned Units
*Lis Pendens Units (assessed on a case by case basis)
*Special Assessments (assessed on a case by case basis)

-Foreclosure Solutions Will Not Provide Funding To Units:

Speculator owned in Bankruptcy
Owner occupied in Bankruptcy
Pending Litigation with Owner or Association
Delinquent Owner is Board of Director Member

Q: Assuming my Association meets the necessary criteria for Foreclosure Solutions to provide funding, how do we move forward with this arrangement?

A: Foreclosure Solutions will first perform due diligence on the Association, reviewing the Association's documents, by-laws, articles of incorporation, management agreements, financial statements, any pending or prior litigation notices and any other documents or history that is materially relevant to the collection or funding process. Furthermore, this Agreement usually requires the vote and approval of the Association's Board of Directors

Q: How does the process work?

A: Upon execution of the Funding Purchase Agreement, Foreclosure Solutions will

advance to the Association no less than 80% of the amount of up to 6 months of delinquent assessments on eligible units. The Association in exchange assigns all legal rights of collection of these Assessments to Foreclosure Solutions. The Association guarantees Foreclosure Solutions back the initial investment plus any late fees, interests, attorney's fees and collections costs associated with the collection of this debt once the delinquent assessment is recovered.

Q: What is the cost to the Association?

A: The Association does not pay any retainer or any per condo service fee in the arrangement with Foreclosure Solutions. The Association simply assigns the legal right of the collection of the delinquent assessments to Foreclosure Solutions who will also collect late fees, interests, attorney and court costs from the delinquent owner.

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ITEM ELEVEN

Discussion Item

ITEM TWELVE

MIAMIBEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jorge M. Gonzalez, City Manager

DATE: June 25, 2009

SUBJECT: **DISCUSSION REGARDING A PROPOSED LEASE AGREEMENT BETWEEN THE CITY AND MYSTERY PARKS ARTS COMPANY INC. (d/b/a SOBE INSTITUTE OF THE ARTS) FOR THE USE OF THE CARL FISHER CLUBHOUSE AND LITTLE STAGE THEATER FOR A TERM NOT LESS THAN FIVE YEARS.**

BACKGROUND

The Carl Fisher Clubhouse and the Little Stage Theater are part of the 21st Street Community Center. They are located west of Washington Avenue, east of Convention Center Drive, north of the Miami Beach Convention Center, south of Dade Boulevard on a tract of land along the Collins Canal. On the southeastern portion of the site, along Washington Avenue, is the Parks and Recreation Center, which houses the main offices of the Parks and Recreation Department. The Community Center site is zoned "CCC"- Convention Center District, and is part of the City Center Neighborhood. The Carl Fisher Clubhouse, designed by August (Gus) Geiger, is one of the oldest buildings still standing in the City. It was built in 1916 / 1917, as part of Carl Fisher's private executive golf course. In 1937, the Little Acorn Theater designed by Robert A. Taylor, was added to the site (often referred to as the "Little Stage Theater"). The bandshell was later added to the site in the 1950s. As per Resolution No. 83-17323, adopted on April 20, 1983, and City of Miami Beach Ordinance No. 84-2402, the 21st Street Community Center became a designated historic preservation site. The 21st Street Community Center includes all the above facilities.

On October 17, 2007, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 03-07/08 for use of the Carl Fisher Clubhouse (which did not include the Little Stage Theater) to provide cultural programming for the residents of the City of Miami Beach. Subsequently, RFP No. 03-07/08 was issued on April 08, 2008, with an opening date of May 13, 2008. On June 25, 2008, the Mayor and City Commission adopted Resolution No. 2008-26835, accepting the recommendation of the City Manager and authorizing the Administration to enter into negotiations with the top ranked proposer; Mystery Parks Arts Company, Inc. (d/b/a SoBe Music Institute and SoBe Institute of the Arts, "SIA"). The Administration negotiated a Lease Agreement, for an initial term of one (1) year commencing retroactively on September 1, 2008, and ending on August 31, 2009, with an additional one (1) year renewal term, at the City's sole discretion.

Pursuant to limited repairs subsequently made to the Little Stage Theater by the City's Property Management Division, as approved by the City Commission and recommended by the Finance and Citywide Projects Committee, the Little Stage Theater is also now a functional facility. SIA has provided guidance as to the minimum requirements needed in order to bring the facility to a useable state. On May 13, 2009, the City Commission approved Resolution No. 2009-27069 issuing a Letter Agreement between the City of Miami Beach and SIA for use of the Little Stage Theater, a performing arts facility that includes an assembly area, performing area and restrooms, for a period of three months and seventeen days, coterminous with the current Agreement SIA has for the adjacent Carl

Fisher Clubhouse (expiring August 31, 2009). Under the Letter Agreement, SIA currently manages and uses the Little Stage Theater for the purpose of conducting education programs (i.e. film workshops, theater/dance programs and arts/acting/music classes & lessons) professional performances (i.e. music concerts, lecture/demonstrations, multidisciplinary & theatrical productions), general events (i.e. community collaborations, fundraising events and student performances), and for such other related use(s) necessary to operate and maintain the program.

The Letter Agreement was developed to allow SIA to utilize and manage the space for a period of three months to provide sufficient time for further Commission discussion on the long term management and use of the facility. SIA currently is obligated to pay the City a monthly use fee of three hundred seventy two ($372.00) dollars. This cost of $1.95 per square foot is commensurate with what SMI is currently paying as a use fee at the Carl Fisher Clubhouse.

SIA has approached the City requesting the option of a longer term lease based on eligibility requirements by Miami-Dade for the Capital Development Grant Program for matching funds. This program provides up to $40,000 to non-profit cultural organizations to "renovate, adapt and/or equip neighborhood cultural facilities," but requires a five-year minimum lease agreement, not including any provisions for renewal options.

Staff is requesting direction on the available options moving forward. The Commission can approve an amendment to the current Lease Agreement for the Carl Fisher Clubhouse to include the Little Stage Theater, concurrent with exercising the one-year renewal option for the current agreement for the Clubhouse. This will allow SIA tenancy of both facilities through August 31, 2010. The City can issue an RFP in the interim for both sites, and can include, at that time, the option of a longer term. In the alternative, the Commission can terminate the current Lease Agreement for the Carl Fisher Clubhouse, waive competitive bidding and issue an new Lease Agreement to SIA for both the Carl Fisher Clubhouse and the Little Stage Theater for a term of not less than five years as requested by SIA due to grant eligibility requirements.

CONCLUSION

The lease agreement for the Carl Fisher Clubhouse has recently been through a competitive bidding, resulting in the award to SIA as the top-ranked proposer. This competitive process did not provide for the use of the Little State Theater, and it is unknown whether any additional responses would have been received had both facilities been the subject of the competitive process. It should be note that while this RFP did not provide for the use of the adjacent Little Stage Theater, all respondents that did submit a proposal expressed an interest in the use of that site. In light of the completion of the temporary repairs approved for the Little Stage Theater, and in consideration of the long-term suspension of the Capital Improvement Project for the Clubhouse complex, direction is requested on whether to renew the current agreement with SIA for the Carl Fisher Clubhouse, (as provided for in the current agreement), with an amendment to include the Little Stage Theater in the agreement, while an RFP is developed and issued for a longer term use of both facilities; or whether the current agreement should be terminated and, after a waiver of competitive bidding, a new five-year agreement be approved for SIA's use of both facilities.

JMG/HMF/AP/ACV

ITEM THIRTEEN

MIAMIBEACH

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: June 25, 2009

SUBJECT: **REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTTEE – DISCUSSION REGARDING TOWING PERMIT OPTIONS**

On January 28, 2009, the Mayor and Commission approved a month-to-month extension, not to exceed six (6) months for Beach Towing Services and Tremont Towing Services. Said extension shall expire on August 31, 2009. In addition, the following provisions were incorporated as conditions to the extension of their respective towing permits. Both service providers agreed and have fully complied with said conditions.

- Month-to-Month Permit Extension - A month to month extension of the current towing permits with both towing service providers that shall not exceed six (6) months commencing on March 1, 2009, and expiring no later than August 31, 2009.
- Noise Mitigation – Beach Towing and Tremont Towing (hereinafter referred to individually as a "Permittee," and collectively "Permittees") agree to remove any public announcement (PA) systems on their respective premises so as to eliminate and/or reduce noise to the surrounding neighborhood.
- Security – Permittee shall be required to hire Off-duty police officers on the premises on Fridays, Saturdays, Sundays, Holidays, and during all major events in the City. Major events are herein defined as those events identified in the City's Major Event Planning (MEP). In the event that the City's Police Department is unable to fulfill these off-duty needs, Permittee shall be required to contract off-duty police officers from other jurisdictions, if available.
- Traffic Mitigation - All vehicle loading shall only be conducted on Permittee's premises. The use of a forklift or similar device shall be strictly prohibited on any City right-of-way.
- "How's my driving?" Program – Within thirty (30) days from adoption of this Resolution, the Permittee shall establish a tow truck driver safety improvement program, through an independent third party source that will establish a telephone contact and e-mail contact for receipt of complaints regarding unsafe tow truck operator driving throughout the City, which will be addressed by the Permittee to the satisfaction of the City Manager. Each vehicle will prominently display contact information for the public to report issues relating to the tow truck operator's driving. Upon request of the City Manager, each Permittee must provide a report from the independent third party source identifying any and all complaints lodged against the Permittee; investigations conducted by the Permittee; and corrective actions taken by the Permittee to the satisfaction of the City Manager. Prior to implementation, the aforestated program shall be reviewed and approved by the City Manager, which approval shall not be unreasonably withheld.
- Citizens Bill of Rights for Towing – Within thirty (30) days from adoption of this Resolution, the Permittee shall establish a bilingual informational campaign advising a vehicle owner who has been towed of his/her rights and important related information, including tow rates, methods of payment, and complaint contact information. Prior to implementation, the aforestated campaign shall be reviewed and approved by the City Manager, which approval shall not be unreasonably withheld.

- Waiver of "Drop Fees" – Drop fees occur when a vehicle owner arrives on the scene of a tow and the vehicle has been engaged (hooked) by the tow truck, but has not left the scene. Although Florida law allows Permittee to assess a "drop fee" (of not more than 50% of the posted towing rates) Permittee hereby agrees to voluntarily waive any and all drop fees for registered vehicle owners and/or their authorized agent.

Additionally, the Mayor and Commission directed the Administration to pursue amendments to the City's Zoning Code for the Light Industrial (I-1) Zoning District providing for conditional uses for towing and other light industrial uses to mitigate associated nuisances with said operations. This legislation is currently making its way through the regulatory processes.

As a reminder, the approved joint venture project between the City and SRC (Scott Robbins Company) to develop a parking garage with ground floor retail on the existing parcels where the Tremont Towing storage site exists today will eventually necessitate the relocation of the Tremont Towing operation to another location; however, the relocation is not expected to take place for as long as 12 to 18 months.

It is important to note that the existing towing permits require each towing service provider to have vehicle storage for a minimum of 100 vehicles within the confines of the city. This has been a longstanding requirement of the towing permit issued by the City (100 vehicle storage lot capacity) and throughout the years has been the reason for the waivers of competitive bidding (5/7th vote) for City related tows (Police and Parking). Historically, this has been required to ensure that the retrieval of towed vehicles does not present an undue hardship to the citizenry.

The Administration is now seeking input and direction from the Committee regarding each towing service providers' permit extension as their six (6) month extension shall expire on August 31, 2009. The following are available options for the Committee to consider:

Option One:
Continue with the existing towing permit structure and extend the towing permit for a one (1) year term to expire on August 31, 2010. This would allow for the following: (1) amendments to the Light Industrial Zoning District for conditional uses to complete its course; (2) relocation of the Tremont Towing site is unnecessary as construction on the site is not expected to take place for at least a one (1) year period which provides additional time for the City to further consider the matter; and (3) continues to provide convenient access to towed vehicle storage facilities located within the confines of the City.

Option Two:
Extend the existing permit on a month-to-month basis not to exceed six (6) months and direct the Administration to craft an RFP (Request for Proposals) for Towing Services that would reduce and/or eliminate the need for vehicle storage within the City limits. The RFP may be crafted in a manner that will allow respective bidders to propose creative solutions to the storage issue as well as other methods to provide towing services.

Please note that the July 15, 2009, will be the last Commission Meeting date to take action prior to expiration to the current six month term, expiring on August 31, 2009.

JMG/TH/SF

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