



MIAMI BEACH

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: September 3, 2009

This shall serve as written notice that a meeting of the Finance and Citywide Projects Committee has been scheduled for September 3, 2009, at 2:00 P.M. in the City Manager's Large Conference Room.

The agenda is as follows:

OLD BUSINESS

NEW BUSINESS

1. Discussion regarding proposed Water, Sewer and Stormwater Rates.

Patricia Walker - Chief Financial Officer
Fred Beckmann - Public Works Director

2. Discussion regarding the potential garage project and joint venture in the Collins Park neighborhood.

Tim Hemstreet - Assistant City Manager

3. Proposal to select BEA Architects from the City's Architectural/Engineering rotational list for the planning, design and construction administration of The Bandshell Park and the planning coordination associated with the development of the various projects at The North Shore Bandshell Park site

Charlie Carreno - CIP Director

4. Discussion regarding proposed lease agreements for Historic City Hall at 1130 Washington Avenue

Anna Parekh - Director of Real Estate Housing and Community Development

- 5. Recommendation to approve a Management and Operation Agreement with Miami Design Preservation League for the Miami Beach Ocean Front Auditorium at 1000 Ocean Drive in Lummus Park.**

Anna Parekh – Director of Real Estate Housing and Community Development

- 6. Discussion regarding a lease agreement with Environmental Coalition of Miami and the Beaches (ECOMB) for the City-owned building located at 210 2nd Street.**

Anna Parekh – Director of Real Estate Housing and Community Development

- 7. Modification of an existing retail lease agreement with Cadiac, Inc., involving Suites D and E in the anchor shops, located at 1550 Collins Avenue, Miami Beach, Florida; Providing for a reduction in annual rent to prevailing market rates for the duration of the remaining term of the lease.**

Anna Parekh – Director of Real Estate Housing and Community Development

- 8. Discussion regarding the issuance of a Request for Qualifications (RFQ) for a Real Estate Broker to service leasable City-owned properties**

Anna Parekh – Director of Real Estate Housing and Community Development

- 9. Recap of Community Visioning for the Byron Carlyle Theater**

Max Sklar – Director of Tourism and Cultural Development

- 10. Discussion regarding the City's Special Event Permit fees as they pertain to use of the public right-of-way and the accompanying Right-of-Way Permit fees.**

Max Sklar – Director of Tourism and Cultural Development

- 11. 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

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

Kevin Crowder – Economic Development Division Director

Finance and Citywide Projects Committee Meetings for 2009:

September 24, 2009

October 29, 2009

November 17, 2009

December 15, 2009

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Cc. Mayor and Members of the City Commission
Management Team

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MIAMI BEACH

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: September 03, 2009

SUBJECT: **PROPOSAL TO SELECT BEA ARCHITECTS, FROM THE CITY'S ARCHITECTURAL/ENGINEERING ROTATIONAL LIST FOR THE PLANNING, DESIGN AND CONSTRUCTION ADMINISTRATION OF THE BANDSHELL PARK AND THE PLANNING COORDINATION ASSOCIATED WITH THE DEVELOPMENT OF THE VARIOUS PROJECTS AT THE NORTH SHORE BANDSHELL PARK SITE.**

The North Shore Bandshell Park is a historic site, located in the heart of North Beach, on Collins Avenue, between 72nd and 73rd Streets. There are two (2) ongoing Projects located at this Park:

- Renovation of the Bandshell facility
- Construction of the new North Beach Oceanfront Center

These are both exciting projects for the community, and will contribute immensely to the revitalization of the North Beach neighborhood.

The Bandshell facility was designed in 1961 by architect Norman Giller. This open-air amphitheater, located adjacent to the beach, makes it a unique performance venue in Miami Beach. The proposed capital improvements will make this facility, which has been under-utilized in recent years, a cultural and entertainment focal point for the community and tourists.

On April 14, 2008, the City selected and contracted BEA Architects Inc. from the pre-approved rotational Architect/Engineering Consultants list to provide professional Architecture and Engineering Services for the renovation of the Bandshell facility. The rotating Architectural/Engineering Agreements were authorized through the City's competitive Request for Qualifications (RFQ) process in accordance with the Consultants' Competitive Negotiation Act (CCNA). Pursuant to the procedures of CCNA, BEA's professional services under its continuing contract with the City may be provided without the competitive RFQ process since the construction cost estimate does not exceed \$1 million.

The new North Beach Oceanfront Center that will be constructed in place of the existing Community Center has been designed by Rene Gonzalez Architect Inc., and is currently in the permitting process. This is an exciting project for the community, as it provides both a community focal point, as well as a quality service delivery agency that addresses a population of the City that historically has been underserved. Its primary purpose is to function as a Senior Center, and it is anticipated that there will be broader multi-purpose community activities addressed in this facility as well. Activities can also be undertaken in conjunction with the renovated Bandshell.

Two independently commissioned architectural firms are actively developing the plans for the Bandshell and the new North Beach Oceanfront Center. With three (3) unique elements at the site – the North Beach Oceanfront Center, the Bandshell facility and the Park – BEA Architects has indicated that it foresees an opportunity to retain the services of Rene Gonzalez Architect Inc., to provide oversight and design / planning services for all three (3) unique components, to maintain one cohesive vision for all these unique elements at the site. This will ensure the development of a park component design that is sensitive to both the new North Beach Oceanfront Center, as well as the historic character of the Bandshell. Additionally, these professional services will explore opportunities for shared infrastructure system elements such as electric vaults / distribution panels, trash enclosures, service drive, pedestrian pathways, and master landscape irrigation system.

Early in his career, the Principal, Rene Gonzalez, served as Project Designer with renowned architect Richard Meier on the Getty Center and Museum in Los Angeles. He has since completed many commercial and residential projects in Florida, and has received the following honors:

- AIA National Honor Award
- AIA Merit Award in Landscape Design
- AIA Excellence Award

He is known for his holistic design approach, often engaging interiors, architecture, landscape and surrounding environment, which was translated into the design of the Oceanfront Center. While demonstrating sensitivity to the historic elements of the Bandshell, this contemporary facility is clad in perforated panels that suggest the porous qualities of the decorative architectural grille blocks used in the Bandshell. At night, the perforated panels will be backlit, looking like fireflies lighting up the park. The patterns of the panels are carried up into the glass façade of the second floor by utilizing LED lights creating a soft glowing beacon within the park. A successful park design is the last component that will complete the architectural dialogue between the two (2) unique facilities, and define the flow of travel providing with distinctive vistas, making the entire Bandshell Park site a North Beach landmark. The proposed capital improvements will make the facility, which has been under-utilized in recent years, a cultural and entertainment focal point for the community and tourists.

BEA Architects Inc., in partnership with Rene Gonzalez Architect Inc., has submitted a proposal that includes the planning, design and construction administration of the Bandshell Park Project, as well as the planning coordination efforts associated with the development of the three separate projects, for a fee of \$177,260. This fee also includes \$52,000 for the services of Rene Gonzalez Architect Inc., who will be responsible for leading the Master Planning and Conceptual Architectural Design efforts.

The Administration seeks guidance and full discussion of this approach.

Attachment 1: Fee Breakdown


JMG/TH/CC/JC/MGP



Fee Breakdown for Miami Beach Bandshell Project
 Client: City of Miami Beach
 Date: January 5, 2008

Phase	Project Phase	Months	wks	Princ. \$190	P.Arch. \$115	CADD @ \$75	Clerical @ \$65	BEA FEE	RGA Fee		
1	Planning (RG Architects)	3	12	\$6,080.00	\$1,265.00	N/A	8hs/mth \$1,560.00	\$8,905.00	\$50,000.00		
2	C.D's (1 submittal. 100% Phase)	3	12	\$9,120.00	20hs/wk or 50% \$27,600.00	20hs/wk or 50% \$18,000.00	\$1,560.00	\$56,280.00	N/A		
3	Permit (Task 2.5 in scope of work)	3	12	\$2,000.00	4hs/wk or 10% \$5,520.00	N/A	\$1,560.00	\$4,540.00	N/A		
4	Limited Bid (Task 3 in scope of work)	2	6	\$1,000.00	4 hs/wk or 10% \$5,520.00	N/A	\$0.00	\$6,520.00	N/A		
5	Limited CA (Task 4 in scope of work)	5	20	1mtg/mth \$5,130.00	8hs/wk or 20% \$18,400.00	N/A	\$2,600.00	\$22,500.00	N/A		
								Sub Total BEA	\$98,745.00	\$50,000.00	
								Consultants (Landscape and Civil only)	\$16,000.00		
								Reimbursables*	See below	\$0.00	
								Total BEA	\$114,745.00	Total RGA	\$50,000.00
								Total Lump Sum Fee = \$164,745.00			

Notes and exclusions

- No irrigation plans
- No electrical and lighting engineering (Assumed that can be an add service to North Shore Park Bandshell Improvement Project)
- Limited Construction Administration Services. (as per scope of work attached)
- Limited Bid Phase Services (as per scope of work attached)
- One submittal during CD Phase only
- No M.E.P. Engineering
- No covered Structures or Pavillions

Reimbursables*

Reimbursable Expenses for Reproductions and Site Survey may be estimated in \$12,000
 These shall be added to the lump sum fee of \$164,690.00 if they are to be part of basic scope of work
 The calculation for reimbursable expenses is as follows: \$6,000 to update the survey provided by the City
 and \$6,000 for reproductions delivered as 25 color prints in Phase 1; 6 (24 x 36) sets on Phase 2 and 3 (24 x 36) sets on Phase 3.

BEA ARCHITECTS

**SCHEDULE B
CITY OF MIAMI BEACH
BANDSHELL PARK
A-E CONSULTANT'S COMPENSATION FEE SCHEDULE**

TASK NO.	TASK DESCRIPTION	Project Principal		Project Manager		Senior Architect		Senior Designer		Clerical		Total	
		Hourly Rate	\$ 180.00	Hourly Rate	\$ 100.00	Hourly Rate	\$ 80.00	Hourly Rate	\$ 60.00	Hourly Rate	\$ 40.00	Hours	Cost
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1	PLANNING												
1.1	Project Kick-Off Meeting	4	\$ 720.00	4	\$ 400.00	0	\$ -		\$ -	0	\$ -		\$ 1,120.00
1.2	Attend CIP Presentation Session	4	\$ 720.00	4	\$ 400.00	0	\$ -		\$ -	0	\$ -		\$ 1,120.00
1.3	Master Plan Development	18	\$ 3,240.00	32	\$ 3,200.00	0	\$ -		\$ -	6	\$ 240.00		\$ 6,680.00
	TOTAL PLANNING PHASE	26	\$ 4,680.00	32	\$ 4,000.00	0	\$ -	0	\$ -	6	\$ 240.00	0	\$ 8,920.00
2	DESIGN SERVICES												
2.1	Verification of existing conditions		\$ -	8	\$ 800.00	16	\$ 1,280.00		\$ -		\$ -		\$ 2,080.00
	Preliminary Code review	2	\$ 360.00	8	\$ 800.00	12	\$ 960.00		\$ -		\$ -		\$ 2,120.00
2.2	Detailed Design												
	Coordination with Civil Engineering		\$ -	8	\$ 800.00	12	\$ 960.00		\$ -		\$ -		\$ 1,760.00
	Coordination with Landscape Architect	0	\$ -	8	\$ 800.00	12	\$ 960.00		\$ -		\$ -		\$ 1,760.00
	Coordination with Electrical Engineer (if applicable)	0	\$ -	8	\$ 800.00	8	\$ 640.00		\$ -		\$ -		\$ 1,440.00
	50% Construction Document Preparation and Specifications	16	\$ 2,880.00	60	\$ 6,000.00	100	\$ 8,000.00		\$ -	8	\$ 320.00		\$ 17,200.00
	100% Construction Document Preparation and Specifications	16	\$ 2,880.00	40	\$ 4,000.00	80	\$ 6,400.00		\$ -	8	\$ 320.00		\$ 13,600.00
2.3	Design-Constructability Review												
	Submittal	0	\$ -	8	\$ 800.00	8	\$ 640.00		\$ -		\$ -		\$ 1,440.00
	Review Meeting	2	\$ 360.00	4	\$ 400.00	8	\$ 640.00	0	\$ -	0	\$ -		\$ 1,400.00
2.4	Cost Opinion of Probable Cost Estimate Preparation												
	50% Construction Documents	4	\$ 720.00	12	\$ 1,200.00	24	\$ 1,920.00	0	\$ -	8	\$ 320.00		\$ 4,160.00
	100% Construction Documents	4	\$ 720.00	12	\$ 1,200.00	24	\$ 1,920.00	0	\$ -	8	\$ 320.00		\$ 4,160.00
2.5	Permitting												
2.5.1	State Permitting	4	\$ 720.00	6	\$ 600.00	12	\$ 960.00	0	\$ -		\$ -		\$ 2,280.00
2.5.2	City of Miami Beach Permitting	4	\$ 720.00	12	\$ 1,200.00	16	\$ 1,280.00	0	\$ -		\$ -		\$ 3,200.00
2.5.3	Miami-Dade DERM Permit	4	\$ 720.00	8	\$ 800.00	10	\$ 800.00	0	\$ -		\$ -		\$ 2,320.00
2.6	QA/QC of Design Documents	8	\$ 1,440.00	24	\$ 2,400.00	4	\$ 320.00	0	\$ -		\$ -		\$ 4,160.00
	TOTAL DESIGN PHASE	52	\$ 11,520.00	176	\$ 22,600.00	304	\$ 25,760.00	0	\$ -	32	\$ 960.00	0	\$ 60,840.00
3	LIMITED BIDDING & AWARD SERVICES												
3.1	Bid Document Preparation and Delivery	4	\$ 720.00	12	\$ 1,200.00	12	\$ 960.00	0	\$ -		\$ -		\$ 2,880.00
3.2	Pre-Bid Conference	0	\$ -	4	\$ 400.00	6	\$ 480.00	0	\$ -		\$ -		\$ 880.00
3.3	Addenda Issuance	2	\$ 360.00	8	\$ 800.00	19	\$ 1,520.00	0	\$ -	2	\$ 80.00		\$ 2,760.00
	TOTAL BIDDING & AWARD PHASE	4	\$ 720.00	12	\$ 1,200.00	12	\$ 960.00	0	\$ -	0	\$ 80.00	0	\$ 6,520.00
4	LIMITED CONSTRUCTION ADMINISTRATION SERVICES												
4.1	Pre-Construction Meeting	0	\$ -	4	\$ 400.00	0	\$ -		\$ -		\$ -		\$ 400.00
4.2	Monthly Construction Meetings	20	\$ 3,600.00	20	\$ 2,000.00	0	\$ -		\$ -		\$ -		\$ 5,600.00
4.3	Request for Information/Contract Documents Clarifications	8	\$ 1,440.00	24	\$ 2,400.00	0	\$ -	0	\$ -	8	\$ 320.00		\$ 4,160.00
4.4	Request for Changes to Construction Cost and/or Schedule	8	\$ 1,440.00	24	\$ 2,400.00	0	\$ -	0	\$ -	8	\$ 320.00		\$ 4,160.00
4.5	Processing Shop Drawings	0	\$ -	24	\$ 2,400.00	0	\$ -	0	\$ -	8	\$ 320.00		\$ 2,720.00
4.6	Field Observation Services	0	\$ -	24	\$ 2,400.00	0	\$ -	0	\$ -	8	\$ 320.00		\$ 2,720.00
4.7	Project Closeout	0	\$ -	24	\$ 2,400.00	0	\$ -		\$ -	8	\$ 320.00		\$ 2,720.00
	TOTAL LIMITED CONSTRUCTION ADMINISTRATION PHASE	36	\$ 6,480.00	144	\$ 14,400.00	0	\$ -	0	\$ -	40	\$ 1,600.00	0	\$ 22,480.00
5	ADDITIONAL SERVICES												
6.1	To Be Determined on an as need basis		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	TOTAL ADDITIONAL SERVICES	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
6	OTHER DIRECT COSTS - ALLOWANCE ESTIMATES												
6.1	Reproduction Services (allowance)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 2,500.00
6.2	Geotechnical Survey (allowance)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 8,000.00
6.3	Lighting, Landscape and Irrigation Sub-Consultants (allowance)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 16,000.00
	TOTAL OTHER DIRECT COSTS	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 26,500.00
	TOTAL HOURS	118	\$ 21,240.00	364	\$ 36,400.00	316	\$ 25,280.00	0	\$ -	78	\$ 3,120.00	0	\$ 86,040.00
	TOTAL FEE ESTIMATE		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	Hourly Rates		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	TOTAL TASK 1 THRU 6. LUMP SUM FEE	118	\$ 21,240.00	364	\$ 36,400.00	316	\$ 25,280.00	0	\$ -	78	\$ 3,120.00	0	\$ 125,260.00

**SCHEDULE B
CITY OF MIAMI BEACH
BANDSHELL PARK
A-E CONSULTANT'S COMPENSATION FEE SCHEDULE**

RENE GONZALEZ

TASK NO.	TASK DESCRIPTION	Project Principal		Project Manager		Senior Architect		Senior Designer		Clerical		Total
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
	Hourly Rate		\$ 180.00		\$ 100.00		\$ 80.00		\$ 60.00		\$ 40.00	
1	PLANNING											
1.1	Project Kick-Off Meeting	55	\$ 9,900.00	61	\$ 6,100.00	0	\$ -		\$ -	0	\$ -	\$ 16,000.00
1.2	Attend CIP Presentation Session	25	\$ 4,500.00	40	\$ 4,000.00	32	\$ 2,560.00		\$ -	0	\$ -	\$ 11,060.00
1.3	Master Plan Development	40	\$ 7,200.00	95	\$ 9,500.00	78	\$ 6,240.00		\$ -		\$ -	\$ 22,940.00
	TOTAL PLANNING PHASE	120	\$ 21,600.00	196	\$ 19,600.00	110	\$ 8,800.00	0	\$ -	0	\$ -	\$ 50,000.00
2	DESIGN SERVICES											
2.1	Verification of existing conditions		\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
	Preliminary Code review	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
2.2	Detailed Design											
	Coordination with Civil Engineering	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
	Coordination with Landscape Architect	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
	Coordination with Electrical Engineer (if applicable)	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
	50% Construction Document Preparation and Specifications	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
	100% Construction Document Preparation and Specifications	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
2.3	Design-Constructability Review	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
	Submittal	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
	Review Meeting	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
2.4	Cost Opinion of Probable Cost Estimate Preparation	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
	50% Construction Documents	0	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	100% Construction Documents	0	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2.5	Permitting	0	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2.5.1	State Permitting	0	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2.5.2	City of Miami Beach Permitting	0	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
2.5.3	Miami-Dade DERM Permit											
2.6	QA/QC of Design Documents											
	TOTAL DESIGN PHASE	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
3	LIMITED BIDDING & AWARD SERVICES											
3.1	Bid Document Preparation and Delivery	0	\$ -		\$ -	0	\$ -	0	\$ -		\$ -	\$ -
3.2	Pre-Bid Conference	0	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
3.3	Addenda Issuance											
	TOTAL BIDDING & AWARD PHASE	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
4	LIMITED CONSTRUCTION ADMINISTRATION SERVICES											
4.1	Pre-Construction Meeting	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
4.2	Monthly Construction Meetings	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
4.3	Request for Information/Contract Documents Clarifications	0	\$ -		\$ -	0	\$ -	0	\$ -		\$ -	\$ -
4.4	Request for Changes to Construction Cost and/or Schedule	0	\$ -		\$ -	0	\$ -	0	\$ -		\$ -	\$ -
4.5	Processing Shop Drawings	0	\$ -		\$ -	0	\$ -	0	\$ -		\$ -	\$ -
4.6	Field Observation Services	0	\$ -		\$ -	0	\$ -	0	\$ -		\$ -	\$ -
4.7	Project Closeout	0	\$ -		\$ -	0	\$ -		\$ -	0	\$ -	\$ -
	TOTAL LIMITED CONSTRUCTION ADMINISTRATION PHASE	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
5	ADDITIONAL SERVICES											
6.1	To Be Determined when the need arises											
	TOTAL ADDITIONAL SERVICES	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
6	OTHER DIRECT COSTS - ALLOWANCE ESTIMATES											
6.1	Reproduction Services (allowance)		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 2,000.00
6.2	Geotechnical and Topographical Surveys (allowance)		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
6.3	Engineering, Landscape and Irrigation Sub-Consultants (allowance)		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	TOTAL OTHER DIRECT COSTS	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,000.00
	TOTAL HOURS		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	TOTAL FEE ESTIMATE		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	Hourly Rates		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
	TOTAL TASK 1 THRU 6	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	#REF!

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COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jorge M. Gonzalez, City Manager

DATE: September 3, 2009

SUBJECT: **Discussion regarding leaseable space rental at 210 2nd Street.**

ISSUE

Should the City enter into a Lease Agreement with the Environmental Coalition for Miami and the Beaches (ECOMB) for available space at 210 2nd Street?

ANALYSIS

The space being considered for lease is a building located on the corner of Collins and 2nd Street adjacent to the existing small dog bark park. Built in 1949 as a recreational center, the structure is a contributing building in the Ocean Beach Historic District. It was originally designed by noted architect Harry O. Nelson, who also designed the art deco hotel on Ocean Terrace and 75th street (now the Days Inn) and the Humana building located at 74th and Collins.

Since September 9, 1998 until April 30, 2004, the building was occupied by Alliance for Media Arts, Inc. In April of 2004, the RDA Police began to utilize the building as a substation. A screen enclosure was added to the exterior patio to secure the area. The RDA Police has since been relocated. For the past three months the building has been vacant and secured.

Currently, ECOMB has approached the City requesting the opportunity to lease the building. As you are aware, ECOMB works closely with the City and other local organizations to promote activities in support of the environment, including clean-up events, and promotion of recycling and other green initiatives. The interior space consists of 224 usable square feet of the total 2112 square feet which makes up the footprint of the building. The large exterior patio with a screen enclosure and two restrooms account for the remaining square footage. No portion of the adjacent park space would be included in this lease agreement. Under the proposed lease agreement, ECOMB would be directly responsible for insurance and electrical utility costs for the entire 2112 square feet of the building. The City is requiring a security deposit of \$500, which is a nominal amount to secure the building in case of unexpected repairs. ECOMB would pay a base rent of \$1.20 per year, and monthly operating costs of \$200 to cover water utility costs. This rent structure is similar to that used for the South Shore Community Center. The lease would be an initial term of three years, with one option for a three year renewal period.

ECOMB has presented a concept proposal to develop this facility into *The Miami Beach Center for the Environment*. This would entail, at a minimum, the enclosure of the screened in area. Until such time as ECOMB is able to produce a concept plan and demonstrate financial resources to implement the plan, the facility will be used for ECOMB's office space. Due to its

historic designation, any improvements beyond cleaning and superficial repairs would require Historic Preservation Board approval. Upon conferring with the Planning Department, staff does not foresee any obstacles in obtaining Historic Preservation approval based on the proposed concept. Any renovations to the building would first necessitate approval of the City Manager.

Given that the building is not utilized by the City, that the building has not been identified for any revenue generating tenant, and that ECOMB is willing to undertake the operating costs of the building, staff recommends that the City enter into a lease agreement for this space at the proposed terms. Additionally, ECOMB will ensure that this historic structure is preserved and maintained.

cc. Mayor and Members of the City Commission
Management Team

JMG/HMF/AP/ACV

F:\RHCD\\$\ALL\ECON\\$\ALL\ASSET\210-2nd Street\ECOMB 2009 FCWP Memo.doc

**LEASE AGREEMENT BETWEEN
THE CITY OF MIAMI BEACH AND
ECOMB, Inc**

SUMMARY OF KEY TERMS

Landlord: City of Miami Beach ("City")

Tenant: ECOMB

Tenant's Address: **4530 Pennsylvania
Miami Beach, FI 33139**

Leased Premises: 2112 square feet rentable square feet

Term: The Tenant shall be entitled to have and to hold the Demised Premises for a term of three (3) years, commencing 1st day of **January 2010** (Commencement Date), and ending on the 31 day of **December 2013**.

Renewal Option(s): one (3) year additional renewal term.

Security Deposit: \$500

Permitted Uses: The Demised Premises shall be used by the Tenant as a Center for the Environment.

Base Rent: \$1.20 per year.

Build Out: Tenant accepts the Demised Premises in their present "**AS IS**" condition and may construct or cause to be constructed, such interior and exterior improvements to the Demised Premises, as reasonably necessary for it to carry on its permitted use(s); provided, however, that any plans for such improvements shall be first submitted to the City Manager for his prior received written approval, which approval, if granted at all, shall be at the City Manager's sole and absolute discretion. The building is designated "historic" which necessitates any improvement to be approved by the Historic Preservation Board, or administratively by the Department of Planning as authorized.

Parking: There is no parking available for this property.

Insurance: Comprehensive General Liability in the minimum amount of \$1,000,000 per occurrence for bodily injury and property damage. The City of Miami Beach must be named as additional insured parties on this policy, **subject to adjustment for inflation**.

Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements.

All-Risks property and casualty insurance, written at a minimum of 80% of replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Agreement) and all leasehold improvements installed in the Demised Premises by or on behalf of Tenant, **subject to adjustment for inflation**.

Utilities & Services: Tenant retains sole responsibility for all electrical utilities and services including garbage service, janitorial, internet and telephone. The

ECOMB will pay to the City a monthly fee of \$200 to cover the water, sewer and stormwater charges that are tied into the meter for the adjacent park.

Hours of Operation: Minimum hours of operation are Monday through Friday – 9:00 a.m. to 5:00 p.m. Any change in the days or hours of operation requires the prior written consent of the City Manager including, but not limited to, changes in the days and hours of operation requested pursuant to the Agreement.

Taxes; Impositions: Tenant shall be responsible for Property Taxes and other impositions in connection with the Demised Premises, to the extent that such Property Taxes and other impositions become due.

Operating Expenses: Tenant shall be responsible for all operating costs and expenses related to ownership, maintenance and operation.

Sales Tax: Tenant shall pay any and all applicable sales and use tax.

Improvements – Required Approvals/Procedures: Capital improvements contemplated for the Demised Premises require and are subject to the City's prior written consent. Plans for such improvements are also subject to the City's review and approval in writing.

Maintenance Obligations: Tenant shall be responsible for day-to-day maintenance and repairs of the Demised Premises including the landscaping immediately adjacent to the building which shall be to the standards of the City Parks Department. Should the landscaping deem to be unsatisfactory, the City will have the option of providing the landscaping at a charge-back cost to the Tenant. The Tenant must supply and maintain, at its own cost and expense, all facilities (including, without limitation, the Demised Premises), equipment and furnishings.

The City shall be responsible for the maintenance of the HVAC system, roof, structural exterior of the Building, and the structural electrical and plumbing (other than plumbing surrounding any sink(s) and/or toilet(s), including such sink(s) and toilet(s) fixtures, within the Demised Premises). The City shall maintain and/or repair those items that it is responsible for, so as to keep same in proper working condition.

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MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Jorge M. Gonzalez, City Manager

DATE: September 3, 2009

SUBJECT: **DISCUSSION REGARDING A PROPOSED MODIFICATION OF AN EXISTING RETAIL LEASE AGREEMENT WITH CADIAC, INC. (TENANT), INVOLVING SUITES D AND E IN THE ANCHOR SHOPS, LOCATED AT 1550 COLLINS AVENUE, MIAMI BEACH, FLORIDA; PROVIDING FOR THE TENANT'S RENT TO REMAIN AT \$55 PER SQUARE FOOT FOR A PERIOD OF TWO YEARS, UPON WHICH, MARKET CONDITIONS WILL BE RE-EVALUATED AND THE RENT SHALL BE MODIFIED ACCORDINGLY FOR THE REMAINING TERM OF THE LEASE, WHICH IS SET TO EXPIRE ON SEPTEMBER 31, 2014.**

ISSUE

Shall the Finance and Citywide Projects Committee recommend in favor of modifying the Tenant's Lease, providing for their rent to be adjusted to \$55/sq.ft. until May 31, 2011, subject to further adjustments?

ANALYSIS

Cadiac, Inc. (Tenant) has been a tenant at the Anchor Shops since June 11, 1998. It is one of two remaining tenants whose leases were originally negotiated by MB Redevelopment, Inc. (a wholly-owned subsidiary of Loews Hotels Corp), who at the time was responsible for leasing and managing the premises pursuant to a Master Lease agreement between the RDA and MB Redevelopment, Inc. (MBRI). Pursuant to this agreement, MBRI had broad-base authority to negotiate lease terms for any and all business uses compatible with a first class retail space, which included lease terms of ten years or more and rental rates ranging from \$19 to \$40 per square foot (sq.ft).

Cadiac, Inc., which occupies a 4,236 square foot space fronting on the Collins Avenue side of the building, agreed to a 15-year term at an initial base rent of \$40/sq.ft. through the end of its fourth lease year, upon which the rent would escalate three more times over the duration of the lease; on June 1, 2003, the rent increased to \$45/sq.ft., on June 1, 2006, it increased to \$55/sq.ft., and on June 1, 2009, the rent was scheduled to increase to \$65/sq.ft., for the remaining term of its lease, which expires on September 30, 2014.

The Tenant has informed the RDA that on account of the deteriorating market conditions, it cannot afford for its rent to escalate to \$65/sq.ft and has continued to remit its rent payments for each of the past two months at the \$55/sq.ft. rate. The Tenant originally requested to reduce its rent by up to 40% to approximately \$30/sq.ft. It should be noted that this is not the first time the Tenant has experienced financial difficulty. In

February, 2008, the RDA consented to a repayment plan for past due rent, penalties and interest, involving a lump sum payment of \$65,000 and 30 equal monthly installments on the remaining balance of \$29,000. At the City's request, the Tenant produced an operating statement for the 12 months ended December 31, 2008, prepared by Accounting Solutions, Inc., which appears to show the Tenant operating at a loss. While an argument could certainly be made as to the viability of retaining the Tenant, it should be pointed out that the Tenant has made a significant effort to remain in its space, including, but not limited to broadening the appeal of its merchandise by migrating away from biker's apparel to resort wear and taking on an equity partner by the name of U.S. Vintage, Inc., which also serves as the store's retail manager. Also, as of July 15, the Tenant is current on its rent and settlement obligations. While auditing rights are not definitively outlined in this inherited lease, the Tenant has agreed to a review by the City's auditors, if requested by the City.

As a basis for considering the Tenant's request for modification of its lease, the RDA engaged Bondarenko Associates (Consultant) to conduct a Fair Market Rent Analysis involving relevant/comparable retail properties in the area of Collins and Washington Avenues, between 10th Street and Lincoln Road. At the City's request, the Consultant also surveyed certain other properties south of Dade Boulevard which weren't necessarily comparable to the Anchor Shops, but provided an indicator of the range of rates based on geographic location and respective target markets.

According to the Consultant, comparable lease rates in the general vicinity of the subject property ranged between \$38 and \$76/sq.ft., which is consistent with an earlier study prepared by Integra in June, 2008. Higher rates ranging between \$55 and \$85/sq.ft. were encountered in the retail shops located on the ground floor of the 7th Street Garage. However, as noted in the study, this particular location, by virtue of its high-end niche market location and pedestrian traffic flow, easily supports a higher rental rate than the Anchor Shops. The Consultant concluded that the subject space could support a fair market gross rent of \$50/sq.ft.

In order to further validate the study's findings, staff physically contacted local retail brokers in the area and was able to determine that current rents in the vicinity of the Anchor Shops were averaging \$35/sq.ft. on a triple net basis with added CAM ranging between \$15-17/sq.ft. Additionally, Lyle Stern, the RDA's leasing broker for the Anchor Shops, has advised that due to the current economic environment, many properties owners/landlords are agreeing to rent reductions in lieu of losing tenants' altogether and chancing long-term vacancies. He further recommended that we consider the Tenant's request for a rent reduction until market conditions show signs of stabilizing. He also concurred that \$50 to \$55/sq.ft. was reasonable for the space.

It should be noted that in the case of the Anchor Shops, all but one of the current leases are modified gross leases, with tenants responsible for their own maintenance and utility expenses, the latter of which are metered separately. Until recently, property taxes and insurance were not passed through as an expense to the tenants but were instead absorbed as an operating expense of the garage and retail operations. In October, 2008, the RDA Board approved a new lease for Anchor Shops' tenant Liquor Lounge Café, under the condition that all new leases and/or renewals include a Common Area Maintenance (CAM) factor.

While the Tenant originally requested a rent reduction to \$30/sq.ft., in subsequent discussions, the Tenant agreed to a lease amendment that would allow them to continue paying \$55/sq.ft. instead of the \$65/sq.ft. escalated rent.

Considering the Tenant still has approximately 5 years remaining on its current lease as well as certain outstanding settlement obligations related thereto, (as previously referenced in this memorandum), the Administration recommends amending the existing lease, reducing the rent from \$65/sq.ft. to the current rate being paid by the Tenant of \$55/sq.ft. It is further recommended that the rent reduction be retroactive to June 1, 2009, for a period of two years (until May 31, 2011), upon which market conditions will be re-evaluated, and we will determine the appropriate escalator for the remaining term of the Lease, which is set to expire on September 31, 2014. The proposed reduced rent is not only within the range of rates being realized at comparable properties, but also represents a significant savings for the Tenant.

JMG/HF/AP/KOB

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Enclosures:

- Executive Summary - Fair Market Retail Study, Bondarenko Associates July 9, 2009
- Current Lease Summary Cadiac, Inc.

STUDY ● REPORT
OF
ANCHOR SHOPS SUITES D & E
1550 COLLINS AVE
MIAMI BEACH, FLORIDA

A FAIR MARKET RETAIL RENTAL STUDY

AS OF
July 9, 2009
AMENDED REPORT



PREPARED BY

BONDARENKO ASSOCIATES, INC.
201 S GOLF BLVD., SUITE NO. 2006
POMPANO BEACH, FL 33064

BONDARENKO ASSOCIATES, INC.

201 S. Golf Blvd., Suite 2006
Pompano Beach, Florida 33064

(954) 942-3353
fax (954) 942-8471
hankhrb@comcast.net

July 11, 2009

Mrs. Ana Cecilia Velasco
Asset Manager
Department Division
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Re: Market Valuation of Rent
1550 Collins Ave, Suites D & E
Miami Beach, Florida 33139

A Market Value Rental Estimate for Retail Units
D & E, Anchore Shops.

Dear Mrs. Velasco:

At your request, we have prepared a fair market rental study for the above referenced property. The purpose of this study is to estimate the market value of the subject property's fair market gross rental rates, except that the tenant is to pay their own electricity. This study is intended for the use of the client and the client's advisors.

The accompanying report of a real estate rental study has been completed in accordance with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice (USPAP) and applicable Federal regulations.

The attached report details the scope of the rental study, level of reporting, definition of value, valuation methodology, and pertinent data researched and analyzed in the development of this study.

We certify that we have no present or contemplated future interest in the property beyond this estimate of rental value. Your attention is directed to the Limiting Conditions and Assumptions, located within this report, which constitutes an agreement with these conditions and assumptions.

Page 2

July 11, 2009

In my opinion, the estimate of fair market rent at the highest and best use of the subject property, as of July 9, 2009, was as follows:

Market Rental Conclusion _____ \$211,800/Year

4,236 SF x \$50.00/SF/Year = \$211,800/Year Gross, Tenant Pays Electric.

Respectfully submitted,
Bondarenko Associates, Inc.



Henry R. Bondarenko, SRA, MAI

State Certified General REA # 508

MIAMI-DADE MARKET OVERVIEW

The following market overview is paraphrased from a report by *Colliers Abood Wood-Fay, Market Watch Quarterly Report, First Quarter 2009*.

Retailers coming off a regrettably bleak holiday season saw little improvement during the first quarter of 2009, and the outlook for the rest of the year is not any better. Multi-tenant retail property owners are uneasy about what the next few quarters will hold because of, among other reasons, a seldom enforced lease clause: a co-tenancy provision. This provision provides for an early termination or rent reduction should a large anchor tenant vacate. With former household names like Circuit City, Linens 'n Things, and Steve & Barry's closing store locations, in-line tenants may begin to strong arm owners to reduce rates significantly with the threat of further vacancies.

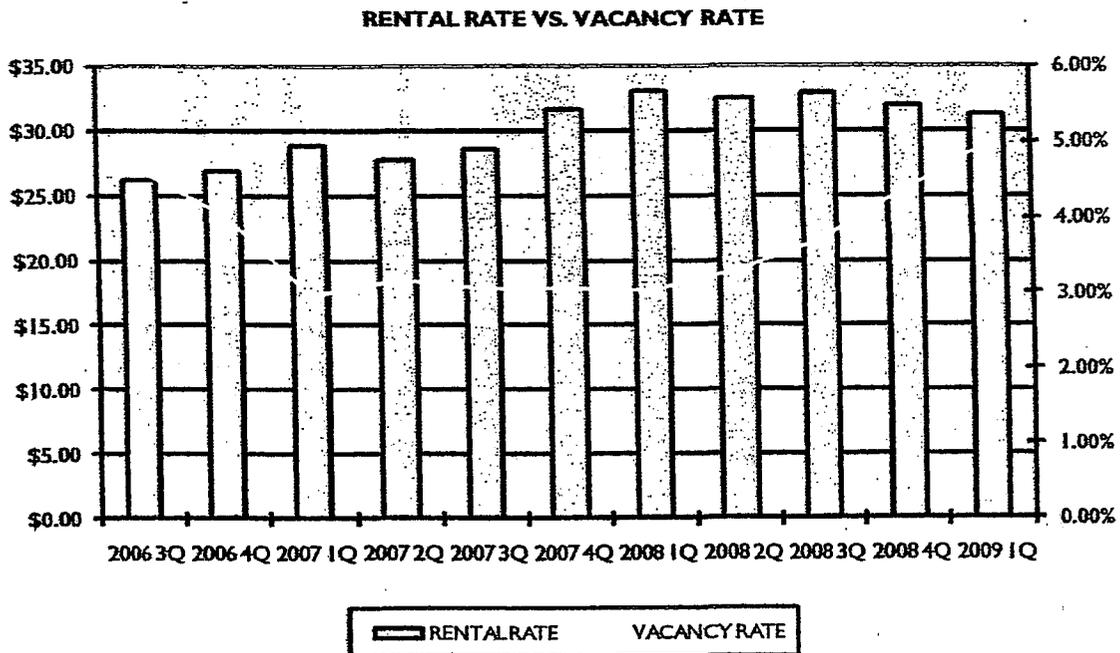
On the other hand, retailer performance is becoming increasingly more segmented as price conscious consumers reform their spending patterns in light of today's economic climate.

Discount retailers like Wal-Mart and prepaid cell phone company T-Mobile (Deutsche Telekom) are reporting better than expected sales figures. This shift in spending patterns may bode well for small and large retailers alike whose target market is a more cost-conscious consumer.

Net absorption in Miami-Dade turned negative for the first time since Q3 2006. However, considering the delivery of nearly 2 million square feet of new product during 2008, absorption rates have been relatively consistent. Over the next few quarters a handful of other deliveries are expected including the much anticipated The Palms at Town and County, an 810,000 SF regional mall being redeveloped and expanded by the Flagler Development Group and owned by TIAA-CREF. The center was originally anchored by Publix, Marshall's and Men's Warehouse with new anchor tenants including Kohl's and Nordstrom Rack, opening Spring 2009. Existing inventory is also up for grabs by farsighted investors. General Growth Properties, one of the nations largest REITs has placed Bayside Marketplace, an open air regional mall in Downtown Miami up for sale in an attempt to lessen the blow of more than \$2 billion in debt maturing this year.

Considering current absorption trends, vacancy rates have started to creep up to levels not seen since before 2006. Through the first quarter of 2009, average retail vacancy rates were 4.97%. This is 14.3% greater than the previous quarter and 63.2% greater than this time last year. When compared to national retail vacancy rates, the Miami-Dade retail market is still performing well.

Rental rates over more than 24 months have trended within a tight range, averaging \$31.27 PSF through Q1 2009. Rates have begun to show signs of weakness with a slight decline of 2.25% from the previous quarter. This decline may not be completely representative of the actual rent paid by new tenants after one accounts for concessions and allowances made by property owners. Bucking the trend is the Miami Beach submarket showing a marketed increase year over year to an average rate of \$67.00 PSF with asking rates exceeding \$100 PSF along Lincoln Road. This is consistent with a comparable rental property presented on Lincoln Road at \$100/SF/Year within this report. Another rental comparable lists rentals at \$55.00 to \$85/SF/Year. Location is critical in the comparison of rental comparable properties.



ANCHOR SHOPS
1550 COLLINS AVE
MIAMI BEACH, FLORIDA
RETAIL RENTAL COMPARABLES

<u>Rental No.</u>	<u>Retail Location</u>	<u>Description</u>	<u>SF Area</u>	<u>Lease Type</u>	<u>SPACE USE</u>	<u>Rental Rate</u> <u>Date of Lease</u>
1 Leased	1550 Collins Ave	Street Retail Ste.B,C	2,697	Gross 10-17-07	Retail	\$38.00/SF/Year 1-17-07
2 Leased	1550 Collins Ave	Street Retail Ste A	2,250	Modified Gross \$1.52/SF CAM.1/10 12-20-08	Retail Lounge	\$50.00/SF/Year 1-1-10
3 Leased	670 Collins Ave Mr. Marlow Courtney Street Level of Garage	Street Retail	1,000/ 2,000	Gross +CAM \$15 + percentage (Up-scale Tenants)	Retail	\$55 to \$85/ SF/Year 2008 & 2009
4 Leased	1103 5th Street at Alton Road (248,000 SF Complex) (Under Construction)	Street Retail	1,000/ 2,000	Gross Unfinished Shell (Parking Garage)	Retail	\$30 to \$50/SF/Year Mr.Mike Berkowitz Owner 2009
5 Leased	410 Lincoln Road Mrs. Vivian Garcia, Mgr	Street Retail	2,000	Gross (CAM \$10-14\$) (Parking at \$100/Mo.)	Retail	\$100/SF/Year Mar. 2008 5 year term
6 Leased	17th Street at Alton Rd Mr. Johnathan Carter C/W (305) 371-4411	Street Retail	4,136 15000 Land	Gross (Former Burger King)	Retail	\$43.31/SF/Year Jan. 09
7 Asking	1344 Washington Ave Patricia Nachtigail, Mgr (305) 604-3577 (Part of 1370 Complex)	Street Retail	1,100	Gross	Retail	\$76,36/SF/Year Asking Had Offer on '4-2009 for \$54.55/SF/Year
8 Asking	1334 Washington Ave Nelson Fox, Realtor Koniver-Stern	Retail (Restaurant)	4,000	Gross (Ground floor of a small hotel)	Retail (Restaurant)	\$30/SF/Year Asking

Fair Market Rent Analysis

My market rent survey and research of retail store space along Collins Ave., Alton Road and Washington Ave. provided reliable market data which identified a number of recently executed retail lease rates currently quoted at comparable/competitive locations, along with 2 "asking" rentals.

The subject space, known as the Anchor Shops, is located on the ground floor of the seven story Lowes Parking Garage. The subject space location, within the Anchor Shops benefits significantly from the traffic of the hotels (Lowes Hotel, Ritz Carlton, Delano, Royal Palm), parking garage, as well as pedestrian traffic along Collins Ave. The Lowes Hotel (780 keys); Ritz Carlton (375 keys); Delano (193 keys) and Royal Palm (417) account for a total of 1,756 total keys (rooms). As reported by the City of Miami Beach, the average annual occupancy in Miami Beach is 74.2% with double occupancy. Thus on any given day, these four hotels could provide up to 2,619+ guests per day as potential shoppers in the subject store.

The local hotels, daily transient pedestrian traffic (to include parking garage), as well as the existing Collins Ave./Washington Ave. retail stores, should support a retail facility comparable to the current tenancy.

Details of the comparable rental properties are as follows;

Comparable Rental No. 1 is located within the Anchor Shops, 1550 Collins Ave, adjacent and north of the subject property shop. It is a clothing retail shop. This is an older lease as of 3-19-08 for \$38.00 per SF gross for 2,697 SF of area, an interior location. Year 5 rate is \$47.50/SF/Year. The subject area is 4,236 SF as a corner site.

Comparable Rental No.2 is located within the Anchor Shops, 1550 Collins Ave., north of Rental No.1. It is the lounge, Liquor Lounge, Inc. 2,250 SF. It is a corner location with 16th Street at Collins Ave. Year 1 rate is \$39.44/SF/Year, Year 2 is used for direct comparison at \$50.00/SF/Year plus \$1.52/SF as of 1-19-10 CAM.

Comparable Rental No. 3 is located at 670 Collins Ave. This is a similar physical complex as it is comprised of retail shops on the ground floor fronting the streets of a public parking garage. However, this location at 7th Street is far superior because it has walking tourist exposure due to the World Wide attraction of the South Beach of Miami Beach. The beach is located on block east. This location also supports "up-scale" shops such as Vidal Sasson, True Religion Brand Jeans, A/X Armani Exchange, etc. This location supports a higher rental than can be expected at the subject location.

Comparable Rental No. 4 is located at 1103 5th Street at the intersection with Alton Road. This is a 248,000 sq.ft. plus retail center under construction that is leasing retail space at rates from \$30.00/SF/Year Gross to \$50.00/SF/year Gross as confirmed by Mr. Mike Berkowitz, one of the owners. This complex has a 1,081 space parking garage, 400 plus in excess of the shops needs.

Comparable Rental No. 5 is a retail space leased in March 2008 at 410 Lincoln Road at Washington Ave. The rental rate is \$100/SF/Year Gross. Parking is available at \$100 per month additional. It is a 5 year lease. The Lincoln Road Mall area is a major tourist and local attraction which is superior to the subject location.

Comparable Rental No. 6 is a former Burger King retail store of 4,136 SF that was leased in January 2009 by Mr. Johnathan Carter of C/W for \$175,000 per year gross, \$43.31/SF/Year based upon the building area. The underlying land was a strong consideration in this lease. Subject location is rated superior.

Comparable Rental No. 7 is located at 1334 Washington Ave, it is a 1,100 sq.ft. unit that is offered at \$7,000 per month. They had an offer to rent at \$54.55 per sq.ft. and did not take it. Subject improvement rated superior to this complex.

Comparable Rental No. 8 is located at 1334 Washington Ave. It is the front ground floor of a small hotel. It is a restaurant facility offered at \$30.00/SF/Year Gross. Subject improvement rated superior.

Conclusion

The subject location, within the Anchor Shops benefits significantly from the traffic for the hotels (Lowes Hotel, Ritz Carlton, Delano, Royal Palm), parking garage, and pedestrian traffic along Collins Ave.

The subject space, known as the Anchor Shops, is located on the ground floor of the seven story Lowes Parking Garage. The subject is known as Suites D & E, a corner location with 4,236 SF of retail area, benefits significantly from this location.

The Lowes Hotel (780 keys); Ritz Carlton (375 keys); Delano (193 keys) and Royal Palm (417) account for a total of 1,756 total keys (rooms). As reported by the City of Miami Beach, the average annual occupancy in Miami Beach is 74.2% with double occupancy. Thus on any given day, these four hotels could provide up to 2,619 guests per day as potential customers for the subject shop. The local hotels, daily transient pedestrian traffic (to include parking garage), as well as the existing Collins Ave./Washington Ave. retail stores, should support a retail facility comparable to the current tenancy.

My market rent survey and research of retail store space along Collins Ave. and Washington Ave. provided reliable market data which identified a number of retail lease rates recently leased at comparable/competitive locations.

The subject leasable space of 4,236 square feet's minimum guaranteed rent should be based on \$50.00 per square foot or \$17,650 per month; \$211,800 per year on a gross lease basis, except for paying their own electricity.

Based on my appraisal analysis and subject to the assumptions and limiting conditions stated in this study, it is concluded that the Market Rent under the highest and best use is, as of the Effective Date of This Study, July 9, 2009 as follows:

$$\text{\$50.00/SF/Year} \times 4,236 \text{ SF} = \text{\$211,800 Annually}$$

TWO HUNDRED ELEVEN THOUSAND EIGHT HUNDRED DOLLARS
(\\$211,800)

Estimated Fair Market Rent

\\$211,800/Year

SUBLANDLORD:

MB REDEVELOPMENT, INC., a Florida corporation
407 Lincoln Road, Suite 6-K
Miami Beach, Florida 33139

SUBTENANT:

CADIAC, INC., a Florida corporation
c/o Wipeout
203 South Atlantic Boulevard
Ft. Lauderdale, Florida 33316

DATE OF EXECUTION:

June 11, 1998

**ANCHOR SHOPS AT SOUTH BEACH
RETAIL SUBLEASE**

motorcycle-related clothing and accessories (and subject to the prohibited uses described in Exhibit "D" to the Sublease, and in no event may the primary use of the Premises be for motorcycle-related clothing and accessories)

13. Term of Sublease (section 1.2):

Approximately fifteen (15) years and four (4) months
 "Commencement Date": The date that Sublandlord delivers possession of the Premises to Subtenant for purposes of Subtenant performing Subtenant's Work, as hereinafter defined

"Rent Commencement Date": Sixty (60) days following the earlier of (i) the date Tenant opens for business or (ii) the Completion Date for Subtenant's Work (i.e., two (2) months after the Commencement Date), but in no event prior to the date that the Loews Miami Beach Hotel is open for business

"Expiration Date": Fifteen (15) years after the Rent Commencement Date

14. "Minimum Rent" (section 2.2):

MONTHS	ANNUAL MINIMUM RENT	MONTHLY PAYMENT (PLUS SALES TAX)
Commencement Date - Rent Commencement Date	\$ 0.00	\$ 0.00
Rent Commencement Date - expiration of 4th year <i>6/1/05 \$405.00</i>	\$169,440.00	\$14,120.00
Start of 5th year - expiration of 7th year <i>6/1/03 \$455.00</i>	\$190,620.00	\$15,885.00
Start of 8th year - expiration of 10th year <i>6/1/06 \$555.00</i>	\$232,980.00	\$19,415.00
Start of 11th year - Expiration Date <i>6/1/09 \$655.00</i>	\$275,340.00	\$22,945.00

15. Percentage Rental (section 2.3):

N/A

16. Prepaid Rent (section 2.2):

\$15,037.80 (includes sales tax) (due on Commencement Date; to be applied to first full month Minimum Rent is due) (to be delivered and held in accordance with the escrow provisions of section 2.9 of the Sublease)

17. Security Deposit (section 2.7):

\$28,240.00 (excludes sales tax) (due upon execution of Sublease) (to be delivered and held in accordance with the escrow provisions of section 2.9 of the Sublease)

18. Cost Pass-Throughs (section 2.4):

N/A

19. Comprehensive General Liability Insurance (section 6.1):

\$2,000,000.00

20. Monthly Promotional Charge (section 13.1):

N/A

21. Broker(s) (section 14.12):

ComReal of Miami, Inc.

22. Completion Date for Subtenant's Work (section 5.1):

Two (2) months after the Commencement Date

23. Trade Name (section 3.1):

Paradizzo & Bikers Image

SUBLEASE SUMMARY

The following is a summary of basic lease provisions with respect to the Sublease. It is an integral part of the Sublease, and terms defined or dollar amounts specified in this Summary shall have the meanings or amounts as stated, unless expanded upon in the text of the Sublease and its Exhibits, which are attached to and made a part of this Summary.

1. Date of Sublease Execution: June 11, 1998

2. "Sublandlord": MB Redevelopment, Inc.

3. Sublandlord's Address: Prior to the opening of the Loews Miami Beach Hotel:

MB Redevelopment, Inc.
407 Lincoln Road, Suite 6-K
Miami Beach, Florida 33139
Attention: Eric A. Nesse, Vice President

with a copy to:

MB Redevelopment, Inc.
c/o Loews Hotels, Inc.
667 Madison Avenue, 8th Floor
New York, New York 10021-8087
Attention: Corporate Secretary

After the opening of the Loews Miami Beach Hotel:

MB Redevelopment, Inc.
Loews Miami Beach Hotel
1601 Collins Avenue
Miami Beach, Florida 33139
Attention: General Manager

with a copy to:

MB Redevelopment, Inc.
c/o Loews Hotels, Inc.
667 Madison Avenue, 8th Floor
New York, New York 10021-8087
Attention: Corporate Secretary

4. "Subtenant": Cadiac, Inc.

5. Subtenant's Address: c/o Wipeout
203 South Atlantic Boulevard
Ft. Lauderdale, Florida 33316
Attention: Moishe Mizrahi

6. "Guarantor": N/A

7. Guarantor's Address: N/A

8. Premises (section 1.1): As shown on Exhibit "B"

9. Gross Rentable Area of Premises (section 1.1): Approximately 4,236 rentable square feet

10. Gross Rentable Area of Retail Space (section 1.1): Approximately 20,500 rentable square feet

11. Subtenant's Proportionate Share (section 2.4): N/A

12. Permitted Use of Premises (section 3.1): First-class retail store selling upscale and formal wear for men, women, and juniors, made-to-order custom shirts (other than t-shirts, except for t-shirts related to motorcycles and biker wear), weekend wear, designer shoes, perfumes (except for any perfume or other products or merchandise under the brand name "Guerlain"), eyewear, leather specialties, and

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MIAMI BEACH

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: September 3, 2009

SUBJECT: **Discussion regarding the issuance of a Request for Qualifications (RFQ) for a Real Estate Broker to service leaseable City-owned properties.**

ISSUE

Should the City issue a Request for Qualifications to secure a Real Estate Broker(s) to assist with retail and office leasing?

ANALYSIS

Currently there are several spaces in City-owned buildings that have commercial leaseable space, either retail or office, vacant and available.

While staff has made efforts to attract tenants and negotiate leases for existing vacancies, impending staff adjustments and market conditions have prompted a re-evaluation for the need for a Commercial Real Estate Broker, or Brokers, to market these City-owned spaces and procure and negotiate leases moving forward, as well as any additional revenue-generating leaseable space as it becomes available. The opportunities include:

- Historic City Hall, located at 1130 Washington Avenue, has a total of eight (8) units (14,215 sq) available for leasing (This is net of the 6,437 sf leased to the Clerk of Courts). At best, only the two ground floor units could be considered retail, but there are limitations on retail use due to signage and access issues, among other things. Although the City has received proposed terms for lease of several of these units, the terms have not yet been accepted by the City Commission and will be discussed by the Finance Committee as a separate item.
- The City-owned building at 1701 Meridian (also referred to as 777 17th Street) has four storefront retail units at street level (totaling 5,665 sf), with one unit currently available for lease (1,800 sf). Additionally, office space may be available for lease once Fire Administration and Fire Prevention move out of the building following completion of renovations to Fire Station 2 (approximately 8,000 sf). Current leased office space is approximately 1,900 sf.
- The City-owned Lincoln Park garage will have several retail store fronts facing Pennsylvania Avenue and 17th Street. The construction is projected to be completed by June 2010, with occupancy prior to January 2011. Total available retail is approximately 7,900 sf.
- The Anchor Garage Shops has a total of approximately 20,000 sf of leaseable retail space. All space is currently occupied.

- Potential retail has also been considered for the 17th Street east façade. No square foot estimates have been developed as part of this potential renovation project.

It is recommended that the City engage in a Request for Qualifications (RFQ) process to competitively select one or more brokers with proven experience in successfully marketing and leasing retail and office space. While demonstrated experience will be required for any broker selected, the retail broker must demonstrate specific experience in identifying tenant mixes appropriate for these locations, as well as in developing strategies to attract the appropriate tenant mix, including local and national tenant brands.

One broker with demonstrated ability in leasing both retail and office space may be selected, or two brokers may be selected to address retail and office needs respectively.

The RFQ will address minimum requirements, including the Broker's experience, previous similar projects, qualifications of the Project Team and the marketing/advertising plans. The qualifications submitted will be evaluated according to the following criteria:

1. The experience and qualifications of the Proposer, including the Project Manager and firm. 40 points
2. The Proposer's proposed methodology and plans for marketing/advertising and leasing the facilities. 25 points
3. The Proposer's demonstrated experience in leasing commercial retail space and/or office space in urban environments comparable to Miami Beach. 25 points
4. Quality of references. 10 points

The Commercial Real Estate Broker(s) would be paid based on a Leasing Commission, with no capital investment by the City for this service. It is recommended that allowable commissions be capped at six percent (6%) when there is a cooperating broker, and four percent (4%) when there is no cooperating broker. The commission fee for renewals would be negotiated.

The initial agreement terms with the selected broker(s) would be for six (6) months with up to three six (6) month renewal terms.

cc. Mayor and Members of the City Commission
Management Team

JMG/HMF/AP/ACV

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MIAMI BEACH

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: September 3, 2009

SUBJECT: Byron Carlyle Theater Update

In May of 2008, the City Commission directed the Administration to research and propose alternatives for the privatization of the Byron Carlyle Theater. Subsequently, at the July 9, 2008 Finance and Citywide Projects Committee meeting, the Committee recommended issuance of an RFP and directed staff to place this item on the July 16, 2008 City Commission agenda. RFP No. 393-07/08 was issued on July 22, 2008 and two proposals were received. The evaluation committee unanimously recommended to reject both proposals and to request the re-issuance of the RFP for the Management and/or Development of the Byron Carlyle Theater Complex. The Finance and Citywide Projects Committee considered this matter at its meeting on March 10, 2009, and recommended that the City reject both proposals and issue a new RFP. It was recommended that the new RFP should encourage potentially different uses for the facility, and should request superior evidence of financial capacity of the proposers and demonstrated capacity to sustain the proposed programming.

During the discussion of the Finance Committee recommendation at the April 22, 2009 City Commission meeting, the Mayor and Commission directed the Administration to engage the community in a discussion of possible alternative uses for the Byron Carlyle Theater before issuing another RFP. Staff of the Department of Tourism and Cultural Development, in conjunction with Planning Department staff, convened two public visioning sessions to discuss the future of the theater. The first was held on June 17, 2009 at 9 a.m. in the City Commission chambers with 25 representatives of the various nonprofit arts groups, including organizations that apply for grants funding through the Cultural Arts Council. The second was held on June 24, 2009 at 6:30 p.m. at the Byron Carlyle Theater. Both meetings were publicly noticed on the City's website and in the Miami Herald. To publicize the June 24 meeting, 3,000 palm cards in both English and Spanish were distributed to North Beach businesses, residents and facilities, including the North Shore Park Youth Center, the Hispanic Community Center and the Normandy Pool. Twenty-five (25) residents attended this second meeting. At both meetings, each individual in attendance was invited to speak, and questionnaires were distributed requesting opinions and comments on current and future uses.

The comments of the arts groups were typical of the comments we hear about this facility: users of the theater like its size but complained about its lack of wing space, limited backstage area and rental costs; non-users complained about its location, neighborhood ambience and lack of parking. The responses at the second community meeting were a bit more surprising, especially considering that over 90% of the residents in attendance had never attended a single performance at the theater: the desire for the Byron Carlyle to remain a theater of some kind seemed to be unanimous. A few individuals suggested dinner cinema/theater or cinema brewpub concepts, and several expressed interest in film

screenings, or in moving the Cinematheque there. A couple of people asked for a resident theater company. Nearly everyone wanted to see a café or restaurant included in future plans. English-speaking residents in attendance complained that there was too much Spanish-language programming, and requested projected supertitles for every performance. Several people complained that ticket prices were too high; they would like free or very low cost performances. A few people stressed programming for children, and one person suggested it become a showcase for international trade events. Most of the audience members complained about the lack of marketing for events at the theater. TCD staff explained that the Byron Carlyle Theater is operated as a rental facility, and that the renters are responsible for marketing their own events, but that the City does make additional efforts to market all Byron Carlyle shows, including weekly "Citypage" ads in the Herald, quarterly ads and listings in MB Magazine, and the weekly CAC cultural events e-blast. Global Spectrum, which manages the Byron Carlyle for the City, also assists the renters in their marketing efforts.

Regarding the development of the unused portion of the building, nearly everyone liked the Planning Department staff's suggestion to relocate the public library there. Other ideas included: art galleries, magnet school for the arts, subsidized office space, low-cost rental space for parties and events, restaurant, and children's activities.

Subsequently, the City's Planning Department met with representatives of the Miami-Dade County Public Library System. The purpose of the meeting was to discuss the feasibility of moving the North Shore Branch Library to the unrenovated portion of the Byron Carlyle Theater. The following are some basic needs of the library if it were to be relocated:

1. The library needs 7,500 sq. ft. of space; the vacant space encompasses 9,049 sf.
2. The library must be at ground level with as much window space as possible to connect visually to the street. Two story floor plans are not desirable because it increases their staffing requirements to provide security.
3. Branch libraries today serve more as community gathering places than anything else: they are not quiet, do not require expansive book shelf space or storage, 90% of space needs to be flexible public space.
4. Convenient parking is important. They feel that the existing branch library has minimal parking availability and would like to have more.
5. The interlocal agreement states: "1. The City agrees to lease to the County for one dollar (\$1.00) per year, the City's existing library facilities, furniture, equipment and materials, including, but not limited to books. All present City library facilities shall be used solely for library services and in the event the County ceases to use such City library facilities as described above for this purpose, or builds a new library facility for service of the City of Miami Beach, then, upon such cessation of use or occupation of new premises, the use of said described property shall revert immediately to the City." There is nothing in the agreement to address a situation where the City wishes to relocate the library to another facility.
6. The County's position is that they have no money to relocate; therefore it would be the City's responsibility to pay for the new facility, including furnishings.
7. There may be grants available to assist with partial funding of a new library.
8. There is \$355,000 in the County's GO Bond program for repairs and renovations to the existing branch library, but it is not scheduled until 2014. If we want to reprogram these funds for relocation, it would need to be approved by the County Commission.
9. They were very open to the idea of moving into renovated space in the Byron Carlyle, provided that it is at ground level and that it could be opened up with windows along the street.

10. They see that there could be a synergy between the theater and the library with shared programming.

There is currently no City funding identified to cover the costs of a potential relocation/build-out for a library in the vacant space, nor an estimate of costs for either. However, previous estimates to address just the building code issues for the vacant space were at a minimum \$1 million. As you are aware, Altos del Mar Sculpture Park indicated during their negotiations for the sculpture park that they would assist with funding of any relocation, although no specific discussion on whether that would include build-out costs occurred.

It should be noted that TCD staff had previously approached the Miami Beach Cinematheque, which had no interest in relocating there or anywhere else. Staff also has had discussions with several South Florida-based theater companies about potential residencies at the Byron Carlyle. To date two companies have expressed interest, but both would require financial subsidies from the City. Tourism and Cultural Development staff has also contacted a number of national corporate and independent movie theater companies. To date, only Coral Gables Cinematheque and a producer named Silvio Sardi have expressed some interest in the facility. Staff is in the process of scheduling site visits of the facility.

As directed by the City Commission, staff also contacted educational institutions to see if they might have interest in the facility. These included: University of Miami; Miami-Dade College; Florida International University; Florida Atlantic University; Barry University; University of Florida; University of South Florida; University of Central Florida; Nova Southeastern University, St. Thomas University; and Johnson & Wales University. Florida Atlantic University, University of Florida and Miami Dade College requested additional information, but have yet to express an interest in the facility. The other institutions were not interested at this time.

The Administration is seeking direction from the Finance Committee on how to proceed.


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MIAMI BEACH

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: September 3, 2009

SUBJECT: **DISCUSSION REGARDING THE CITY'S SPECIAL EVENT PERMIT FEES AS THEY PERTAIN TO THE USE OF THE PUBLIC RIGHT-OF-WAY, AND THE ACCOMPANYING PERMIT FEES.**

BACKGROUND

The Special Events Guidelines, which were originally adopted on April 18, 2001 pursuant to Resolution No. 2001-24341, and subsequently amended on July 6, 2005 and on September 17, 2008 pursuant to Resolution No. 2005-25953 and Resolution No. 2008-26908 respectively, require all event producers privatizing public space to pay the greater of two fees: percentage of concession or square footage. Both essentially function as a rental fee for use of public property. The square footage fee is typically the more utilized amount and takes into account all areas, whether fenced, tented, or barricaded off. The fee is assessed as the total of the privatized square footage multiplied by a rate of \$.25 per square foot. This fee is a one time only fee per event and is not assessed based on number of days use.

Part of the Special Events process includes city staff or the event producer obtaining Right-of-Way permits from the Public Works Department whenever streets or sidewalks are encumbered for an event's activities, inclusive of load-in and load-out. Public Works typically has a fee associated with stand alone right-of-way requests, including construction, but those fees have never been collected when permitted under the auspices of a Special Event permit, primarily because a fee structure, including permit and application fee, as well as square footage fee, exists as part of the Special event process. The fees collected by the Tourism and Cultural Development Department (TCD) or Public Works Department go entirely to the general fund.

Recently, the Public Works Department has advised TCD that Section 82-151 of the City Code requires Public Works to charge a fee when issuing a Right-of-Way Permit and no waiver provision exists. This presents a concern as the City would be charging the event two different fees for the same purpose, privatization of the public right-of-way. City staff does not feel this is equitable and would likely make it cost prohibitive for most events to take place in Miami Beach if both fees were assessed.

For events that could have also been charge a Right-of-Way Permit Fee, Tourism and Cultural Development conducted an analysis (attached for your reference) that compares the revenue received when charging the Special Event Square Footage Fee versus potential Right-of-Way Permit Fees. The analysis shows that Special Event Square Footage Fee generates more revenue for the City from events using public property for less than 10 days. Additionally, the Right-of-Way Permit Fees generate more revenue from events using public property for more than 9 days. These scenarios include event load-in/out.

The Administration recommends amending the City Code to allow City staff to charge the greater of the two fees.

JMG\HMF\MAS

ap_permitID	AP_title	Total_Days	SQ FT	SQ SE FEE	ROW FEE	FEE_DIFF	SQ SE FEE per Day	ROW FEE per Day	SQ SE FEE per Day per SQ FT	ROW FEE per Day per SQ F
200919	20th Anniversary News Cafe	1	3869.16	\$ 967.29	\$ 111.62	\$ 855.67	\$ 967.29	\$ 111.62	\$ 0.250	\$ 0.0288
200952	Winter Party Festival Runway	1	6720	\$ 1,680.00	\$ 193.87	\$ 1,486.13	\$ 1,680.00	\$ 193.87	\$ 0.250	\$ 0.0288
200955	Winter Party Festival - Crobar Event	1	7350	\$ 1,837.50	\$ 212.04	\$ 1,625.46	\$ 1,837.50	\$ 212.04	\$ 0.250	\$ 0.0288
200991	South Beach Comedy Festival	4	1000	\$ 250.00	\$ 115.40	\$ 134.60	\$ 62.50	\$ 28.85	\$ 0.063	\$ 0.0288
200999	Best Buddies Moveable Feast	1	800	\$ 200.00	\$ 23.08	\$ 176.92	\$ 200.00	\$ 23.08	\$ 0.250	\$ 0.0288
2009100	The Great EsSkate 2009	4	700	\$ 175.00	\$ 80.78	\$ 94.22	\$ 43.75	\$ 20.19	\$ 0.063	\$ 0.0288
2009124	Affliction Grand Opening	1	210	\$ 52.50	\$ 6.06	\$ 46.44	\$ 52.50	\$ 6.06	\$ 0.250	\$ 0.0288
2009147	Clevelander Grand Re-Opening	2	4163.56	\$ 1,040.89	\$ 240.23	\$ 800.66	\$ 520.45	\$ 120.12	\$ 0.125	\$ 0.0288
2009151	Cinco de Mayo North Beach	1	438.32	\$ 109.58	\$ 12.65	\$ 96.93	\$ 109.58	\$ 12.65	\$ 0.250	\$ 0.0288
2009158	Cinco de Mayo @ Oh Mexico	1	535.88	\$ 133.97	\$ 15.46	\$ 118.51	\$ 133.97	\$ 15.46	\$ 0.250	\$ 0.0288
2009163	The 2009 Gumball 3000 Rally	1	29158.88	\$ 7,289.72	\$ 841.21	\$ 6,448.51	\$ 7,289.72	\$ 841.21	\$ 0.250	\$ 0.0288
2009177	IMG Mercedes-Benz Fashion Week Swim	14	16420.56	\$ 4,105.14	\$ 6,632.11	\$ (2,526.97)	\$ 293.22	\$ 473.72	\$ 0.018	\$ 0.0288
Totals				\$ 13,736.45	\$ 1,852.40	\$ 11,884.05	\$ 1,172.48	\$ 144.10	\$ 0.20	\$ 0.0288

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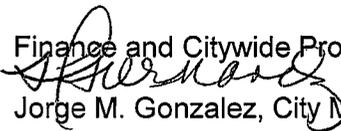


MIAMI BEACH

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 or domestic partner 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 occurred first, and for at least one (1) year prior to such date; and further provided, that if the Retirant had elected an option in accordance with ~~Section 5.07~~ 5.08 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~~, 5.07 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.

Conclusion

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

May 14, 2009

2009 MAY 19 11:03:42

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

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.

/2	1 OLGA R. REGALADO Name	FIANCEE Relationship	4-22-36 Birth Date
	Address 911 S.W. 99th PLACE	MIAMI, FLORIDA 33174	
/6	2 CLARA J. RODRIGUEZ Name	DAUGHTER Relationship	2-26-31 Birth Date
	Address 1535 S.W. 78th COURT	MIAMI, FLORIDA 33144	
/6	3 JACQUELINE RODRIGUEZ Name	DAUGHTER Relationship	9-08-62 Birth Date
	Address 1535 S.W. 78th COURT	MIAMI, FLORIDA 33144	
1/6	4 ALDO F. RODRIGUEZ Name	SON Relationship	12-09-63 Birth Date
	Address 1535 S.W. 78th COURT	MIAMI, FLORIDA 33144	
	5 Name	Relationship	Birth Date
	Address		
	6 Name	Relationship	Birth Date
	Address		

Circle and connect the numbers of joint beneficiaries: surviving joint beneficiaries will share equally. 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 Reed Employee Aldo Rodriguez
 Witnessed by Gudrey W. Egerton Date OCT 22 / 82

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	<u>OLGA R. REGALADO</u>	<u>FIANCEE</u>	<u>4-22-36</u>
	Name	Relationship	Birth Date
	<u>Address 911 SW. 99th Place Miami, FL 33174</u>		<u>Soc. Sec. #</u>
2	_____	_____	_____
	Name	Relationship	Birth Date
	<u>Address _____</u>		<u>Soc. Sec. # _____</u>
3	_____	_____	_____
	Name	Relationship	Birth Date
	<u>Address _____</u>		<u>Soc. Sec. # _____</u>
4	_____	_____	_____
	Name	Relationship	Birth Date
	<u>Address _____</u>		<u>Soc. Sec. # _____</u>
5	_____	_____	_____
	Name	Relationship	Birth Date
	<u>Address _____</u>		<u>Soc. Sec. # _____</u>
6	_____	_____	_____
	Name	Relationship	Birth Date
	<u>Address _____</u>		<u>Soc. Sec. # _____</u>

*Amended 9/18/89
Last name changed to
for signature*

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

Remarks and Special Instructions:

Witnessed by Maribel Cabrera Signed [Signature]

Witnessed by [Signature] 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.

1 OLGA R. REGALADO / RODRIGUEZ FIANCEE WIFE AR 4-22-36
 Name Relationship Birth Date
9965 S.W. 11th TERR, MIAMI FL. 33174
 Address 911 S.W. 99th Place 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 Aldo Rodriguez

Witnessed by Paula Date 8/24/89
Margaret Sanchez 9/18/95 Aldo Rodriguez 9/18/95

81R278638

1981 OCT 27 PM 12:41

RAMCO FORM 5 (PHOTO)

OFF REC 11252 PG 2162

WARRANTY DEED
STATUTORY
F. S. 689.02

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 acknowl-
edged, 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:

40725
\$ _____ Documentary Stamps Collected
Dade County
Richard P. Brinker
Clark, Circuit & County Courts
By H. Cunningham 27 Oct 81 DC

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

40725

APPLICATION FOR TAX EXEMPTION

DATE: 1982 DADE COUNTY FLORIDA

NAME: Alden Rodman & Olga R. Rodman

ADDRESS: 911 S.W. 199th Pl.

Miami Fla ZIP: 33179

LEGAL: _____

NOTICE: A TAX LIEN CAN BE IMPOSED ON YOUR PROPERTY IN UNLESS YOU FILE THIS APPLICATION WITHIN THE TIME PERIOD SPECIFIED.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
YEAR: _____ 10% YEAR: _____

Regt-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 \$5,000 SENIOR'S ADDITIONAL HOMESTEAD EXEMPTION \$4,500 DISABLED PERSON'S ADDITIONAL HOMESTEAD

STATISTICAL PURPOSES ONLY

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: City of Miami Beach

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: 9-27-1914 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.

SIGNATURE: Alden Rodman DATE: 1-7-82 PHONE NO.: 551-9555

FOR OFFICE USE ONLY	
A. DATE OF OCCUPANCY <u>12-5-81</u>	B. DATE OF RECORDING _____
C. DATE OF DEED _____	D. TYPE OF DEED _____
E. REC. BOOK _____	PGE. _____
SIGNATURE OF DEPUTY _____	ENTERED BY _____

APPLICATION NO.

90-03710MARRIAGE RECORD
FLORIDA

GROOM	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	5a. BRIDE'S NAME (First, Middle, Last) OLGA RUSSINYOL REGALADO			5b. MAIDEN SURNAME (if different) RUSSINYOL	
	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	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.				
OF BRIDE	8. GROOM'S SIGNATURE (Sign full name) <i>Aldo Rodriguez</i>			13. BRIDE'S SIGNATURE (Sign full name) <i>Olga Russinyol Regalado</i>	
	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	
AND GROOM	12. SIGNATURE OF ISSUING OFFICIAL <i>Maud Caidor</i>			16. SIGNATURE OF ISSUING OFFICIAL <i>Maud Caidor</i>	
↓ LICENSE TO MARRY ↓			↓ CERTIFICATE OF MARRIAGE ↓		
LICENSE	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 SANCTIFY THE MARRIAGE OF THE ABOVE NAMED PERSONS.			17. DATE LICENSE ISSUED May 31, 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.			18. EXPIRATION DATE July 29, 1990	
TO MARRY	19a. SIGNATURE OF PERSON ISSUING LICENSE RICHARD P. BRINKER, CLERK			19b. BY D.C. <i>mc</i>	
	20. COUNTY DADE			22a. SIGNATURE OF PERSON PERFORMING CEREMONY <i>Maud Caidor</i>	
RECORDED	25. DATE RETURNED May 31, 1990		26. RECORDED IN BOOK _____ PAGE _____		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 AT MIAMI FLORIDA DATE CITY OR TOWN
	27. CLERK OF COURT RICHARD P. BRINKER			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 <i>Adelaida Ceballos</i>		
			24. SIGNATURE OF WITNESS TO CEREMONY <i>D. Martinez</i>		
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 Date	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 Date

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

FLORIDA CERTIFICATE OF DEATH

TYPE IN
PERMANENT
BLACK INK

LOCAL FILE NO.

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: <input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency/Room/Outpatient <input type="checkbox"/> Dead on Arrival NON-HOSPITAL: <input type="checkbox"/> Hospice Facility <input checked="" type="checkbox"/> Nursing Home/Long Term Care Facility <input type="checkbox"/> Decedent's Home <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
12. MARITAL STATUS (Specify) <input checked="" type="checkbox"/> Married <input type="checkbox"/> Married, but Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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/ethnic to indicate what decedent considered himself/herself to be. More than one race may be specified.) <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaskan Native (Specify tribe) <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian (Specify) <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Isl. (Specify) <input type="checkbox"/> Other (Specify)					
17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) <input checked="" type="checkbox"/> Yes (If Yes, specify) <input type="checkbox"/> No <input type="checkbox"/> Mexican <input type="checkbox"/> Puerto Rican <input checked="" type="checkbox"/> Cuban <input type="checkbox"/> Central/South American <input type="checkbox"/> Other Hispanic (Specify) <input type="checkbox"/> Haitian					
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.) <input type="checkbox"/> 8th or less <input type="checkbox"/> High school but no diploma <input checked="" type="checkbox"/> High school diploma or GED <input type="checkbox"/> College but no degree <input type="checkbox"/> College degree (Specify) <input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's <input type="checkbox"/> Doctorate					19. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Entombment <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify)					
26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? <input type="checkbox"/> Yes <input type="checkbox"/> No		27a. LICENSE NUMBER (of Licentiate) FO 45193		27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>	
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	
30. CERTIFIER: <input checked="" type="checkbox"/> 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. (Check one) <input type="checkbox"/> 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) <i>[Signature]</i>		31b. DATE SIGNED (mm/dd/yyyy) 03/11/2008		32. TIME OF DEATH (24 hr.) 14:40	
31c. MEDICAL EXAMINER'S CASE NUMBER		33. NAME OF ATTENDING PHYSICIAN (If other than Certifier)			
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 <i>[Signature]</i> 3-12-08		38a. LOCAL REGISTRAR - Signature <i>[Signature]</i>		38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.) 3-12-08	

DEMOGRAPHIC INFORMATION TO BE COMPLETED BY: FUNERAL DIRECTOR

MEDICAL CERTIFIER

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

State of Florida, Department of Health, Vital Statistics

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MIAMI BEACH

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*
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



HB Foreclosure Solutions

...your solution to financial crisis

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The Agreement - FAQ

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Media & Press

Sample Property Illustration

Proposal Request

Benefits

Media and Press

Help Has Arrived

contact us...

Toll Free: 1 (877) 869-9700
Local: (727) 869-9700
Fax: (727) 869-9825

Foreclosure Solutions
5901 US 19 N, Suite 7Q
New Port Richey, FL 34652

Frequently Asked Questions

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.