MIAMIBEACH

City Commission Meeting

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
December 11, 2013

Mayor Philip Levine
Vice-Mayor Deede Weithorn
Commissioner Michael Grieco
Commissioner Joy Malakoff
Commissioner Micky Steinberg
Commissioner Edward L. Tobin
Commissioner Jonah Wolfson

City Manager Jimmy L. Morales
City Attorney Jose Smith
City Clerk Rafael E. Granado

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach, entitled "Lobbyists," requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

Special note: In order to ensure adequate public consideration, if necessary, the Mayor and City Commission may move any agenda item to the alternate meeting date, which will only be held if needed. In addition, the Mayor and City Commission may, at their discretion, adjourn the Commission Meeting without reaching all agenda items.

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

The City Commission will recess for lunch at approximately 1:00 p.m.

Presentations and Awards
PA Presentations and Awards

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

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

Reports and Informational Items

Presentations and Awards

PA1 The South Florida Digital Alliance Recognizes The City Of Miami Beach As The 2013 Universal Access DAE Awards Winner In The Government Category For Their Support Of Community IT Projects.

(City Manager's Office)

PA2 Introductory Address By Representative David Richardson.

(City Manager's Office)

CONSENT AGENDA

Action:
Moved:
Seconded:
Vote:

C2 - Competitive Bid Reports

C2A Request For Approval To Authorize The Issuance Of A Request For Qualifications (RFQ) For A Construction Manager At Risk Firm (CMR) To Provide Pre-Construction Services And Construction Phase Services Via A Guaranteed Maximum Price (GMP) Amendment For The Collins Park Place Project.

(Capital Improvement Projects)
(Item not reached on October 16, 2013)

C2B Request For Approval To Award Contracts Pursuant To Invitation To Bid No. 405-2013LR For The Purchase Of Biodegradable Dog Litter Pickup Bags And Dispensers.

(Parks & Recreation/Procurement)
(Item not reached on October 16, 2013)

C2C Request Approval To Exercise Term Renewal Options On Contracts For Routine Operational Requirements.

(Procurement)

C2D Request For Approval To Award Contracts Pursuant To Invitation To Bid No. 113-2013, For Routine And Emergency Repairs For Water, Sanitary Sewer And Storm Water Pipe Break; Cured-In Place Lining For Sanitary Sewer Pipes And Storm Water Drainage Pipes; And Rehabilitation Of Sanitary Sewer Manholes And Storm Water Manholes.

(Public Works/Procurement)

C2 - Competitive Bid Reports (Continued)

C2E Request For Approval To Authorize The Issuance Of A Request For Proposals (RFP) For Design-Build Services For Sunset Islands 3 & 4 Right-Of-Way Infrastructure Improvements.
(Capital Improvement Projects/Public Works/Procurement)

C4 - Commission Committee Assignments

C4A Referral To The Planning Board To Amend Section 114-1 Of The City Code To Amend The Definition Of Floor Area To Exempt Only Non-Habitable Floor Area Located Below Grade Where The Ceiling Is Also Below Grade.
(Planning)

C4B Referral To The Neighborhood/Community Affairs Committee A Discussion Regarding The Andree Juliette Brun Bust And Chuck Hall Bust That Were Formerly On Display At The Jackie Gleason Theater.
(Tourism, Culture & Economic Development)

C4C Referral To The Planning Board - Proposed Amendments To The Land Development Regulations For Parking Requirements And RM-1 Development Regulations In The North Beach Area.
(Sponsored by the Land Use & Development Committee)
(Legislative Tracking: Planning)

C4D Referral To The Planning Board - Proposed Amendment To The Land Development Regulations Regarding Non-Medical Office Uses For Residential Properties Located In The RM-2 Zoning District.
(Sponsored by the Land Use & Development Committee)
(Legislative Tracking: Planning)

C4E Referral To The Planning Board - Proposed Amendment To The Land Development Regulations To Modify The Regulations Pertaining To Minimum Hotel Unit Size Requirements In The City's Commercial Zoning Districts.
(Sponsored by the Land Use & Development Committee)
(Legislative Tracking: Planning)

C4F Referral To The Planning Board - Proposed Amendment To The Land Development Regulations To Create An Overlay District Including And Adjacent To, Or Possible Rezoning Of, The Property Located At 1729 Lenox Avenue To Accommodate Additional Children At The Temple Beth Shmuel Montessori School.
(Sponsored by the Land Use & Development Committee)
(Legislative Tracking: Planning)

C4 - Commission Committee Assignments (Continued)

C4G Referral To The Tennis Advisory Committee From The Neighborhood/Community Affairs Committee - Discussion And Recommendations Regarding A Jerry Moss ("Wall Of Fame") Plaque At The Flamingo Park Tennis Center.

(Sponsored by Commissioner Jonah Wolfson)
(Legislative Tracking: Parks & Recreation)

C4H Referral To The Finance And Citywide Projects Committee - TECO/Peoples Gas System, Inc. Franchise Agreement.

(Public Works)

C4I Referral To The Planning Board - An Ordinance Amending The Code Of The City Of Miami Beach, Subpart B, Entitled "Land Development Regulations," Of Chapter 142, Entitled "Zoning Districts And Regulations," By Amending Article II, Entitled "District Regulations," By Amending Division 2, Entitled "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," By Amending Section 142-109, Entitled "Commercial Use Of Single-Family Homes Prohibited," By Amending The Definitions Therein, And By Adding New Subsection (C)(1)D, Which Prohibits Advertising Of Unlawful Occupancy And Use; By Amending Subsection (C)(2), Which Removes The Limitations On Enforcement; By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Division 2, Entitled "Accessory Uses"; By Amending Section 142-905, Entitled "Permitted Accessory Uses In Single-Family Districts," By Adding New Subsection (B)(5)A Which Prohibits The Advertisement For The Lease Of Single Family Homes For Less Than Six Months And One Day, By Adding New Subsection (B)(5)B, Which Provides The Enforcement For A Violation Of Section (B)(5); By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Division 3, Entitled "Supplementary Use Regulations," By Amending Section 142-1111, Entitled "Short-Term Rental Of Apartment Units Or Townhomes," By Amending Section (A) To Prohibit The Advertisement Of Short Term Rental Of Apartments Units Or Townhomes; And Providing For Repealer, Severability, Codification, And An Effective Date.

(Sponsored by Commissioner Edward L. Tobin)
(Legislative Tracking: City Attorney's Office/Code Compliance)

C4J Referral To The Finance And Citywide Projects Committee - The Budget Advisory Committee's (BAC) Recommendation For A City Resort Tax Reserve Policy (As Described In LTC No. 422-2013 Budget Advisory Committee Motion).

(Requested by Commissioner Deede Weithorn)

C4K Referral To The Neighborhood/Community Affairs Committee - Discussion Regarding Creating A Community Vegetable Garden Through Our Parks & Recreation Program For Miami Beach Elderly In Our Senior Centers; To Include Regular Transportation To The Garden.

(Requested by Commissioner Edward L. Tobin)

C6 - Commission Committee Reports

C6A Report Of The Land Use And Development Committee Meeting And Special Public Workshop Of September 23, 2013: **Regular Agenda: 1)** Discussion Of The Redevelopment Of The Talmudic University Property Located At 4000 Alton Road. **2)** Discussion Regarding Taxi Service In Miami Beach And Miami-Dade County. **Special Public Workshop: 1)** Discussion Regarding An Amendment To The Land Development Regulations That Will Create Protection From Total Demolition Of Architecturally Significant Single Family Homes Built Prior To 1942. **2)** Ordinance Amendment Pertaining To Oversized Single Family Homes. **3)** Discussion On Architecturally Significant Homes - The City Of Coral Gables Ordinance Language In Regards To The Review Of Total Demolition Requests For Single Family Homes.

(Item not reached on October 16, 2013)

C6B Report Of The Capital Improvement Projects Oversight Committee Meeting Of July 15, 2013: **1)** Attendance. **2)** Accomplishments: **A.** Groundbreaking - Flamingo Park Football Field Track; **B.** New CIP Website. **3)** Review And Acceptance Of Minutes. **4)** Public Comments. **5)** Old Business/Requested Reports: **A.** Neighborhood Projects Map; **B.** Report On Flooding Conditions In Orchard Park Area; **C.** North Beach Neighborhoods: **1.** Status Report: Normandy Isle Phase II Neighborhood Improvements; **2.** Status Report: Biscayne Point Neighborhood Improvement Project; **D.** Middle Beach Neighborhoods: **1.** Status Report: Central Bayshore Improvements; **2.** Status Report: Lake Pancoast Improvements; **3.** Status Report: Sunset Islands I & II; **4.** Status On Lower North Bay Road; **E.** South Beach Neighborhoods: **1.** Status Report: Venetian Islands Neighborhood Improvement Project; **2.** Status Report: Palm & Hibiscus Island Neighborhood Improvements & Utilities Undergrounding; **3.** Status Report: South Pointe Phase III, IV & V Neighborhood Improvement Project. **6)** Commission Items: **A.** Bayshore Neighborhood Right-Of-Way Neighborhood Infrastructure Improvement Project; **B.** Lower North Bay Road Neighborhood Improvements; **C.** Beachwalk Phase II From South Pointe Drive To 3rd Street; **D.** 6th Street Restrooms, 53rd Street Restrooms, And Ocean Rescue Office.

C6C Report Of The Land Use And Development Committee Meeting Of October 23, 2013: **1)** Discussion Of The City's Draft Tree Ordinance Prepared By The Parks And Recreation Department's Green Space Management Division. **2)** Parking District No. 5 - Sunset Harbour. **3)** Zoning And Planning Initiatives For North Beach Including Ordinance Amendments For Parking Requirements And Development Regulations. **4)** Discussion To Consider The Solicitation Of Letters Of Interest From Institutions Of Higher Education For The Development Of Our Municipal Assets In North Beach. **5)** Accessory Setback Encroachments - An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, Entitled "Zoning Districts And Regulations," By Amending Article IV, Entitled "Supplementary District Regulations," By Amending Section 142-1132 To Modify The Setbacks For Allowable Encroachments Including Driveways, Carports And Mechanical Equipment; By Amending Section 142-1133 To Modify The Setback Requirements For Swimming Pools And The Requirements For The Construction Of Swimming Pools On Corner And Thru Lots Within Single Family Districts; Providing For Codification; Providing For Repealer, Severability And An Effective Date. **6)** Discussion Regarding A Proposed Amendment To Section 142-213 - Conditional Uses To Include The Following Language: And Non-Medical Low Intensity Offices, Such As Architect Offices, Accountant Offices, Attorney Offices And Real Estate Offices, Which Are Located On The Lobby Level Of Bay Front Apartment Buildings The Proposed Section Will Read As Follows: Sec. 142-213. - Conditional Uses. Conditional Uses In The RM-2 Residential Multifamily, Medium Intensity District Are Adult Congregate Living Facility; Day Care Facility; Nursing Home; Religious Institutions; Private And Public Institutions; Schools; Commercial Or Noncommercial Parking Lots And Garages; Accessory Neighborhood Impact Establishment, As Set Forth In Article V, Division 6 Of This Chapter; And Non-Medical Low Intensity Offices, Such As Architect Offices, Accountant Offices, Attorney Offices And Real Estate Offices, Which Are Located On The Lobby Level Of Bay Front Apartment Buildings. **7)** Discussion Involving Restricting A Portion Of City Street Located In The Middle Of St. Patrick's School And Pre-K School For Safety And Security Reasons. **8)** Boat Docks And Marine Structures Ordinance. **9)** Discussion Concerning The Motion By The GLBT Business Enhancement Committee Regarding Extending Hours Of Operation For The Four Event Weekends: White Party, Winter Party Festival, Miami Beach Gay Pride And Aqua Girl. **10)** Consideration Of A Proposed Ballot Question To Permit Limited Transfer Of FAR Within A Specific Zone, Pursuant To Criteria That Shall Be Established In Upcoming Ordinances Regarding Alton Road. **11)** Discussion On A Resolution Calling For A Special Election To Be Held On November 5, 2013, For The Purpose Of Submitting To The Electorate Of The City Of Miami Beach An Advisory, Non-Binding Straw Ballot Question Asking Whether The City Commission Should, Without Owner Consent, Designate Individual Single Family Homes That Satisfy The City Code's Evaluation Criteria For Local Historic Site Designation? **12)** Discussion Regarding Repealing Sec. 74-1, Entitled "Soliciting Business In Public From Pedestrians" Of The Code Of The City Of Miami Beach, Florida. **13a)** Discussion On Architecturally Significant Homes - The City Of Coral Gables Ordinance Language In Regards To The Review Of Total Demolition Requests For Single Family Homes. **13b)** Discussion On The Historic Preservation Board's Recommendation To Adopt A Demolition Ordinance For Single Family Residences, As Similar As Possible To The City Of Coral Gables Ordinance, Which Requires Review Of Total Demolition Requests For Any Structure 50 Years Of Age Or Older By The City's Historic Preservation Officer, In Order To Determine If The Structure Should Be Brought To The Historic Preservation Board For Historic Designation Consideration. **14)** Discussion To Consider An Amendment To Article II, Section 142 Of The Land Development Regulations, To Modify The Regulations Pertaining To Minimum Hotel Unit Size Requirements In The City's Commercial Zoning Districts, Permitting Nonconforming Historic Hotels To Be Significantly Renovated Without The Need For Additional Variances For Unit Size. **15)** Discussion Regarding The Beachwalk II Project Phase II (3rd Street To 5th Street). **16)** Discussion Regarding The Creation Of An Overlay District Including And Adjacent To, Or Possible Rezoning Of, The Property Located At 1729 Lenox Avenue To Accommodate Additional Children At The Temple Beth Shmuel Montessori School. **17)** Discussion Regarding Taxi Service In Miami Beach And Miami-Dade County.

C6 - Commission Committee Reports (Continued)

C6D Report Of The Neighborhood/Community Affairs Committee Meeting Of October 28, 2013: **1)** Status Update For The Beachwalk From 3rd Street To Fifth Street. **2)** Discussion Regarding The Possible Renaming Of 21st Street, From Miami Beach Drive To Washington Avenue, As "Collins Park South" And 22nd Street, From Miami Beach Drive To Dade Boulevard, As "Collins Park North". **3)** Discussion Regarding The Disability Access Committee's Motion In Regards To Alternative Leaf Blowers. **4)** Discussion Regarding Water Taxi Proposal. **5)** Discussion Regarding The Log Cabin Property And The Possibility Of A Collaborative Community Center. **6)** Discussion Regarding Potential Options For Collins Canal Project/Discussion Regarding Interim Landscaping Option For The Dade Boulevard Shared-Use Path Project. **7)** Discussion Regarding Alternative Location For Dog Park In South Pointe Park.

C7 - Resolutions

C7A A Resolution Retroactively Approving And Authorizing The City Manager, Or His Designee, To Take The Following Actions: 1) Submittal Of An Application To The U.S. Department Of Homeland Security, Federal Emergency Management Agency (FEMA) For The Emergency Food And Shelter Program (EFSP) For Phase 31 Funding In The Amount Of $50,000 For Emergency Assistance; 2) Submittal Of An Application To The Miami-Dade County Homeless Trust For Fiscal Year (FY) 2013/14 Primary Care Housing And Services Funds In The Amount Of $62,673 For The City's Homeless Outreach Program; 3) Submittal Of An Application To Miami-Dade County Homeless Trust For Fiscal Year (FY) 2013/14 Funding In The Amount Of $25,000 For Identification Assistance Services For Homeless Individuals And Families As Part Of The City's Homeless Outreach Program; 4) Submittal Of An Application To The US Department Of Homeland Security, Federal Emergency Management Agency (FEMA), For The FY 2013/14 Assistance To Firefighters Grant Program, For Funding In The Approximate Amount Of $32,000 For Equipment For Fire Department Operations; 5) Submittal Of An Application To The Florida Department Of Transportation (FDOT) For The Fiscal Year 2013/14 High Visibility Enforcement (HVE) Program For Funding In The Approximate Amount Of $180,000 For The Police Department Pedestrian And Bicycle Safety Initiative; 6) Submittal Of A Request In The Amount Of $2,750 To The National Arts Program Foundation® For The City Of Miami Beach Employee Art Show; And, 7) Approve The City's Participation In The South Florida Climate Change And Extreme Weather Vulnerability Assessment And Adaptation Pilot Project Program For Adaptation Options For Transportation Infrastructure; Appropriating The Above Grants, Matching Funds, And City Expenses, If Approved And Accepted By The City, And Authorizing The Execution Of All Necessary Documents Related To The Aforestated Applications, Including, Without Limitation, Audits, And Authorizing The City Manager, Or His Designee, To Take All Necessary Actions Related To These Grants.

(Budget & Performance Improvement)

C7B A Resolution Accepting The City Manager's Revised Recommendation To Reject All Proposals Received Pursuant To Request For Proposals (RFP) No. 064-2013, For Audit Services Of Capital Improvement Projects.

(Budget & Performance Improvement/Procurement)

C7 - Resolutions (Continued)

C7C A Resolution Setting A Public Hearing To Adopt The First Amendment To The General Fund, Enterprise Fund, Internal Service Fund, And Special Revenue Fund Budgets For Fiscal Year (FY) 2013/14.

(Budget & Performance Improvement)

C7D A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 4 To The Professional Services Agreement With Stantec Consulting Services, Inc. For Additional Architectural Engineering Services, For The Flamingo Park Football Field And Track Renovation Project; In The Negotiated Amount Of $22,586; With Previously Appropriated Funding In The Amount Of $22,586 From Fund 301, Quality Of Life Fund.

(Capital Improvement Projects)
(Item not reached on October 16, 2013)

C7E A Resolution Accepting The City Manager's Revised Recommendation To Reject All Proposals Received Pursuant To Request For Proposals (RFP) No. 01-2013ME, For Unarmed Security Guard Services; Further Authorizing A Continuing Month-To-Month Extension Of The Current Security Guard Services Contract With Security Alliance LLC, Dated April 2, 2007, With Said Extension Terminable By The City, For Convenience And Without Cause, At Such Time As A New Contract For Security Guard Services Is Approved And Executed.

(Citywide/Procurement)
(Item not reached on October 16, 2013)

C7F A Resolution Waiving, By 5/7th Vote, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City, And Authorizing The City Manager To Execute A Letter Of Agreement With Jewish Community Services Of South Florida, Inc. (JCS) In The Amount Of $40,000, For Provision Of Litter Control And Sanitation Support Services, Through JCS's HOPE Program, In The Area From 5th To 11th Streets, Between Lenox And Meridian Avenues.

(Public Works)

C7G A Resolution Authorizing The Issuance Of A Request For Qualifications (RFQ) For An Insurance Broker Of Record, For Property And Liability Insurance As Needed For The City Of Miami Beach, Florida; And Authorizing A Month-To-Month Extension To Arthur J. Gallagher And Co. Agreement Until A New Contract Is Awarded And Executed.

(Human Resources/Procurement)

C7H A Resolution Approving And Consenting To An Assignment Of The Existing Agreement For Investigative And Adjusting Services For Selected Tort Liability And Workers' Compensation Claims On An "As Needed" Basis Between The City And Horizon Investigations, Inc. ("Horizon") (As Assignor), To Proven Investigation, L.L.C. ("Proven") (As Assignee), With Such Approval And Consent Effective Upon Execution Of Assignment By The Mayor And City Clerk.

(Human Resources/Procurement)
(Item not reached on October 16, 2013)

C7 - Resolutions (Continued)

C7I A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Proposals (RFP) No. 185-2013, For P25 Mobile Radio System Consulting Services; Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Proposer, TUSA Consulting Services; And Should The Administration Not Be Successful In Negotiating An Agreement With The Top-Ranked Proposer, Authorizing Negotiations With The Second-Ranked Proposer, RCC Consultants, Inc.; And Should The Administration Not Be Successful In Negotiating With The Second-Ranked Proposer, Authorizing Negotiations With The Third-Ranked Proposer, ACD Telecom LLC; And Further Authorizing The Mayor And City Clerk To Execute An Agreement Upon Conclusion Of Successful Negotiations By The Administration.

(Information Technology/EOC/Procurement)

C7J A Resolution Waiving, By 5/7ths Vote, The Formal Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City, And Authorizing The City Manager To Negotiate And Execute An Agreement With Verizon Terremark, In The Not To Exceed Amount Of $328,560, For A Period Of One (1) Year.

(Information Technology)

C7K A Resolution Approving A Parking Agreement Lease With The NMMA (National Marine Manufacturers' Association) Boat Show For The Preferred Parking Lot And Related Space; Additional Storage Space; And Services To Be Provided By The City's Parking Department, For Specific Dates In February 2014; 2015; And 2016, Said Lease Running Concurrently With The Boat Show Lease With Miami Beach Convention Center.

(Parking)

(Item not reached on October 16, 2013)

C7L A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Proposals (RFP) No. 157-2013, For Gymnastic Program Instruction Services; Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Proposer, Gym Kidz Inc.; And Should The Administration Not Be Successful In Negotiating An Agreement With The Top-Ranked Proposer, Authorizing The City To Issue A New Request For Proposals; Further Authorizing The Mayor And City Clerk To Execute An Agreement Upon Conclusion Of Successful Negotiations By The Administration.

(Parks & Recreation/Procurement)

C7M A Resolution Approving And Authorizing The City Manager To Execute Amendments, Acceptable To The City Attorney's Office, To The Various Locally Funded Agreements And Memoranda Of Agreements With The Florida Department Of Transportation, As Previously Approved By Resolution No. 2012-27899 Dated May 9, 2012, For Construction And Maintenance Of The Deep Root Green Infrastructure Product "Silva Cells" As Part Of The Florida Department Of Transportation's State Road 907/Alton Road Project From 5th Street To Michigan Avenue, With Funding Provided By The City Of Miami Beach In An Amount Not To Exceed $250,000.00 From The FY 2013/14 305-Quality Of Life Fund - South Beach, Subject To Future Appropriation Through A Budget Amendment To The Capital Budget For Fiscal Year 2013/14 To Be Presented At The December 11, 2013 Commission Meeting.

(Parks & Recreation)

C7 - Resolutions (Continued)

C7N A Resolution Accepting The Donation Of Two Specially Trained Canines From The Miami Beach K-9 Knights, That Will Be Utilized By The Miami Beach Police Department Operations Division Canine Squad, Which Shall Be Used For The Detection, Tracking And Apprehension Of Subjects Involved In Criminal Activity.

(Police)

C7O A Resolution Accepting The Donation Of $10,000 From Mr. David Wallack To Purchase A Specially Trained Canine To Be Utilized By The Miami Beach Police Department's Operations Division Canine Squad, For The Detection, Tracking, Apprehension, And Arrest Of Subjects Involved In Criminal Activity.

(Police)

C7P A Resolution Authorizing An Upgrade To The Automated Fingerprint Identification System (AFIS) Latent Workstation And Future Maintenance From Morphotrak Inc., And Further Authorizing The Mayor And City Clerk To Execute A Product System Agreement With Morphotrak, Inc., For Said Purpose, In The Total Amount Of $44,500.

(Police/Procurement)

C7Q A Resolution Approving The Appropriation Of An Amount Not To Exceed $100,000 To Implement The Previously Approved Settlement Agreement With The Seville Acquisition, LLC For The Construction Of An Elevated Beachwalk And Use Of Rubberized Pavers Behind The Marriott Edition Hotel At 29 Street And Collins Avenue Subject To Future Appropriation Through A Budget Amendment To The Capital Budget For Fiscal Year 2013/14 To Be Presented At The December 11, 2013 Commission Meeting.

(Public Works)

C7R A Resolution Accepting The Recommendation Of The Neighborhood/Community Affairs Committee Directing The Administration To Develop Criteria For The Co-Naming Of Streets.

(Public Works)

C7S A Resolution Accepting The Recommendation Of The Neighborhoods/Community Affairs Committee Directing The City Administration To Explore Potential Locations And Times For Water Taxi Service Within The City And To Mainland Miami.

(Public Works)

C7T A Resolution Approving Funding In An Amount Of Up To $50,000, And Authorizing The City Manager Or His Designee To Reimburse The Miami Beach Visitor And Convention Authority (VCA) (In An Amount Not To Exceed $50,000) With Regard To The VCA's Completion Of The Build-Out Of Its New Office Space, Located At 1701 Meridian Avenue, Unit 403; Such Reimbursement For A New Heating, Ventilation, And Air Conditioning (HVAC) System Design, Engineering, Permitting And Installation.

(Tourism, Culture & Economic Development)
(Item not reached on October 16, 2013)

C7 - Resolutions (Continued)

C7U A Resolution Retroactively Approving And Authorizing The Acceptance Of $14,075 In Sponsorships And Donations Made To The City For The 2013 Annual Hispanic Heritage Event, The Hazardous Waste Event, The Peace Pole Event, The Soundscape Cinema Series, And The Veterans Day Parade.

(Tourism, Culture & Economic Development)

C7V A Resolution Approving A Contribution From The Ocean Drive Association In An Amount Not To Exceed $24,680 In Support Of The Closure Of Ocean Drive For The 2013-2014 New Year's Celebration.

(Tourism, Culture & Economic Development)

C7W A Resolution Authorizing The City Manager To Execute An Amendment To The Interlocal Agreement With Miami-Dade County For The Provision Of Public Transportation Services For The South Beach Local For The Purpose Of Implementing The Miami-Dade Transit 'Next Bus' Mobile App Service For The South Beach Local And Future North Beach Local, Subject To A Budget Amendment To The Capital Budget For Fiscal Year 2013/14 To Be Presented At The December 11, 2013 Commission Meeting.

(Public Works)

C7X A Resolution Acknowledging Mayor Philip Levine's Decision To Voluntarily Forego The Full Annual Salary, And Such Other Compensation And Benefits Afforded To The Office Of Mayor, As Set Forth In Exhibit "A" To This Resolution (And Collectively Referred To In This Resolution As The "Mayor's Compensation"), And Further Accepting The Mayor's Recommendation That Such Compensation Be Allocated To Offset Any Shortfalls And/Or Funding Gaps To The City's Elder Meals Programs, As A Result Of Federal Sequestration Cuts.

(Requested by Mayor Philip Levine)
(Legislative Tracking: Human Resources/City Attorney's Office)
(Memorandum to be Submitted in Supplemental)

C7Y A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Proposals (RFP) No. 305-2013TC For Design/Build Services For Right-Of-Way Infrastructure Improvement Program No. 8B - Lower North Bay Road; And Further Authorizing The Mayor And City Clerk To Execute An Agreement For Design/Build Services With Previously Appropriated Funding, And Future Appropriation Through A Capital Budget Amendment To The Capital Budget For Fiscal Year 2013/2014.

(Capital Improvement Projects/Procurement)

C7 - Resolutions (Continued)

C7Z A Resolution Amending Resolution No. 94-21382, As Amended By Resolution Nos. 97-22607, 98-22693, And 2003-25446, By Amending Paragraph 1 To Establish A Flood Mitigation Committee; By Amending Paragraph 2 To Provide That The Mayor Shall Serve As A Fourth Voting Member On All City Commission Committees; By Amending Paragraph 3 To Provide That The Mayor Shall Appoint A Chairperson And Vice Chairperson For All City Commission Committees; And By Amending Paragraph 4 Regarding The Calling Of Meetings.

(Requested by Mayor Philip Levine)
(Legislative Tracking: City Attorney's Office)

C7AA A Resolution Authorizing The City Manager To Decline, In Writing, The Right Of First Offer Transaction, As Required Pursuant To The Terms Of Section 36.2 Of The Agreement Of Lease ("Ground Lease") Between City Of Miami Beach, Florida ("Owner") And Pelican Investment Holdings, LLC ("Tenant"), Dated As Of December 1, 1999, Involving The Improvements To Property Located At 1027 Collins Avenue, Miami Beach, Florida And 1041 Collins Avenue, Miami Beach, Florida (Collectively The "Project"); Further Approving The Sale Of The Project To The Proposed Purchaser, Jones Lang Lasalle Income Property Trust, Inc., Upon Satisfactory Completion Of The City's Due Diligence In Connection With Said Proposed Sale; And Authorizing The City Manager And City Clerk To Execute Any And All Closing Documents On Behalf Of The City.

(Tourism, Culture & Economic Development Department)
(Memorandum to be Submitted in Supplemental)

End of Consent Agenda

REGULAR AGENDA

R5 - Ordinances

R5A Accessory Setback Encroachments
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article IV, "Supplementary District Regulations," Section 142-1132 To Modify The Setbacks For Allowable Encroachments Including Driveways, Carports And Mechanical Equipment; By Amending Section 142-1133 To Modify The Setback Requirements For Swimming Pools And The Requirements For The Construction Of Swimming Pools On Corner And Thru Lots Within Single Family Districts; Providing For Codification; Providing For Repealer, Severability And An Effective Date.
10:45 a.m. Second Reading Public Hearing
(Sponsored by the Land Use & Development Committee)
(Legislative Tracking: Planning Department)
(Continued from October 16, 2013)

R5B Alton Road Historic District Buffer Overlay
An Ordinance Amending The Code Of The City Of Miami Beach, Florida, By Amending Chapter 142, "Zoning Districts And Regulations," Article III, "Overlay Districts," Creating Division 8 "Alton Road - Historic District Buffer Overlay," By Including Section 142-858 "Location And Purpose," And Section 142-859 "Development Regulations," Including Among Other Provisions Regulations On Maximum Floor Area Ratio; Maximum Building Height; Minimum Setbacks; Building Separation; Demolition Or Additions To Contributing Buildings In An Historic District; And Land Use Regulations For Location Of Retail Uses, Restaurants, Bars, Entertainment Establishments, Alcoholic Beverage Establishments And Similar Uses; Requiring Conditional Use Approval Of Such Uses In Excess Of 10,000 Sq. Ft.; And Prohibiting Alcoholic Beverage And Entertainment Establishments In Open Areas With Exceptions As Prescribed In The Ordinance; Providing For Codification; Repealer; Severability; And An Effective Date. **11:00 a.m. First Reading Public Hearing**
(Sponsored by the Land Use & Development Committee)
(Legislative Tracking: Planning Department)
(Continued from October 16, 2013)

R5C An Ordinance Amending The Code Of The City Of Miami Beach By Amending Chapter 62, Entitled "Human Relations," By Amending Article II, Entitled "Discrimination," By Amending Division 1, Entitled "Generally," By Amending Sec. 62.31 Entitled "Definitions" To Define Intersexuality And Add That Term As A Protected Classification Category; To Amend Sections 62-33 Entitled "Purpose; Declaration Of Policy," 62-37(b) Entitled "Duties And Powers," 62-88.1 Entitled "Discrimination In Public Services," 62-90 Entitled "Use Of Municipal Facilities," 62-91 Entitled "Municipal Funds," And 62-112(c) Entitled "Housing" To Include Intersexuality As A Protected Classification Category; And Providing For Severability, Codification And An Effective Date. **11:15 a.m. Second Reading Public Hearing**
(Sponsored by Former Mayor Matti Herrera Bower)
(Legislative Tracking: City Attorney's Office)
(First Reading on October 16, 2013)

R5 - Ordinances (Continued)

R5D GSAF Classified Salary Ordinance
An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, As Follows: Providing For The Classifications In Group V, Represented By The Government Supervisors Association Of Florida, OPEIU, Local 100 (GSAF), In Accordance With The Negotiated Collective Bargaining Agreement; Effective The First Pay Period Ending In October Of 2014, There Shall Be An Across The Board Cost-Of-Living Adjustment (COLA) Of Three Percent (3%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Three Percent (3%); Repealing All Ordinances In Conflict; Providing For Severability, An Effective Date And Codification. **11:30 a.m. Second Reading Public Hearing**

(Sponsored by Vice-Mayor Deede Weithorn)
(Legislative Tracking: Human Resources)
(First Reading on October 16, 2013)

R5E An Ordinance Amending Chapter 42 Of The Miami Beach City Code, Entitled "Emergency Services," By Amending Article II Thereof, Entitled "Alarm Systems," By Amending Section 42-86, Entitled "False Alarms," To Prohibit Three (3) Or More False Intrusion Alarms; By Amending Section 42-89 Entitled "Notification Of False Alarms," Which Shall Be Entitled "Enforcement," And Sets Forth The Enforcement Authority Of The Miami Beach Police Department And The Issuance Of A Notice Of Violation For Section 42-86; By Amending Section 42-90 Entitled "Initial Review Upon Notification," Which Shall Be Entitled "Rights Of Violators; Payment Of Fine; Right To Appear; Failure To Pay Civil Fine Or To Appeal," And Specifically Delineates The Rights Of Violators, Payment Of Fine, Right To Appear, And Failure To Pay The Civil Fine Or Appeal; By Amending Section 42-91 Entitled "Appeal Of False Alarm Designation," Which Shall Be Entitled "Penalties," By Providing For Penalties Regarding A False Intrusion Alarm; By Deleting Section 42-92 Entitled "Penalty For Violation Of Division"; Providing For Repealer, Codification, Severability, And An Effective Date. **First Reading**

(Sponsored by the Finance & Citywide Projects Committee)
(Legislative Tracking: Police Department)
(Item not reached on October 16, 2013)

R5F An Ordinance Amending The Code Of The City Of Miami Beach, By Amending Chapter 106, Entitled "Traffic And Vehicles," By Amending Article XI, Entitled "Adoption Of The Mark Wandall Traffic Safety Act And Program," By Amending Section 106-480, Entitled "Adoption Of State Act And Program," That Delineates The Statutory Authority For Using Traffic Infraction Detectors In The City Of Miami Beach; By Amending Sections 106-481 Through 106-484, Entitled "Reserved" By Adding Section 106-481, Entitled "Local Hearing Officer," Which Authorizes A Local Hearing Officer To Conduct Hearings For A Violation Of Section 316.0083 Of The Florida Statutes; By Providing The Process For The Selection Of A Local Hearing Officer; By Authorizing The Miami Beach Clerk's Office To Serve As Staff For The Local Hearing Officer; By Limiting The Authority Of The Local Hearing Officer; And Setting Forth Penalties And Costs To Be Imposed By The Local Hearing Officer; Providing For Codification; Severability; Repealer; And An Effective Date. **First Reading**

(Sponsored by Finance & Citywide Projects Committee)
(Legislative Tracking: Police)

R5 - Ordinances (Continued)

R5G An Ordinance Amending Chapter 10 Of The Miami Beach City Code Entitled "Animals," By Amending Section 10-11, Entitled "Running At Large Prohibited," By Extending The Pilot Program Off-Leash Area For Dogs In South Pointe Park Through And Including December 31, 2014; Providing For Repealer; Severability; Codification; And An Effective Date. **First Reading**

(Sponsored by the Neighborhood/Community Affairs Committee)
(Legislative Tracking: Parks & Recreation)

R5H Single Family Development Regulations
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, Florida, By Amending Chapter 142, "Zoning Districts And Regulations," Division 2, "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," By Amending The Criteria And Procedures For The Review And Approval Of Single-Family Residential Construction, By Replacing The Single-Family Residential Review Panel, By Clarifying And Amending The Standards And Procures For Reviewing New Construction And Additions In Single Family Districts, Including Modifications To Lot Coverage, Unit Size And Overall Height, By Clarifying The Below Flood Level Construction Requirements For Affected Properties In High Flood Zones, And By Clarifying Setback And Lot Coverage Requirements; Providing Codification; Repealer; Severability; And An Effective Date. **First Reading**

(Sponsored by the Planning Board)
(Legislative Tracking: Planning Department)

R5I Architecturally Significant Single Family Home Retention Incentives
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 2, "Single-Family Residential Districts," By Revising The Standards And Review Requirements For New Construction, Additions And Modifications To Properties That Contain An Architecturally Significant Single Family Home Not Located Within A Designated Historic District; Providing For Repealer, Codification, Severability And An Effective Date. **First Reading**

(Sponsored by the Land Use & Development Committee)
(Legislative Tracking: Planning Department)

R5J Temporary Business Signs on Public Property
An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 82, "Public Property," Article IV, "Uses In Public Rights-Of-Way," Division 6, "Prohibited Signs Over Public Property," Section 82-411, "Prohibited Signs Generally; Exemptions; Banners; Removal," To Permit The Placement Of Temporary Business Signs On City Rights-Of-Way During Public Construction Projects; Providing For Codification; Repealer; Severability And An Effective Date. **First Reading**

(Sponsored by the Land Use & Development Committee)
(Legislative Tracking: Planning Department)

R7 - Resolutions

R7A A Resolution Setting The Dates For The Year 2014 City Commission Meetings. **Joint City Commission & Redevelopment Agency**
(City Clerk's Office)

R7B A Resolution Adopting The First Amendment To The Capital Budget For Fiscal Year (FY) 2013/14. **10:15 a.m. Public Hearing**
(Budget & Performance Improvement)

R7C A Resolution Setting Forth An Order [Granting Or Denying] An Appeal Request Filed By Patricia Fuller, Pertaining To A Decision Of The Design Review Board ("DRB") For The Property Located At 1 Washington Avenue – South Pointe Park (File No. 22977). **11:45 a.m. Public Hearing**
(Parks & Recreation/City Attorney's Office)

R7D A Resolution Consenting To The Appointment Of Ariel Sosa As The Acting Director Of The Information Technology Department For The City Of Miami Beach.
(Human Resources)

R7E A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee And Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 1 To The Lease Between The City And Massage Partners, Inc. ("Tenant"), Dated September 15, 2010, For The Premises Located At 1701 Meridian Avenue, Unit 2 (A/K/A 767 17th Street), Miami Beach, Florida; Said Amendment To The Lease Concerning: 1) The Additional Use Of The Leased Premises As A Nail Salon; 2) The Non-Exclusive, Revocable Use Of The Common Area Restrooms Located On The Second Floor Of The 1701 Meridian Avenue Office Building For Tenant's Nail Salon Customers; And 3) The Rental Rate To Be Paid By Tenant For The Use Of Said Common Area Restrooms.
(Tourism, Culture & Economic Development)
(Item not reached on October 16, 2013)

R7F A Resolution Approving And Authorizing The Mayor And The City Clerk To Execute Guaranteed Maximum Price (GMP) Amendment No. 1 To The Pre-Construction Services Agreement With QGS Development, Inc., Dated March 20, 2012, For Construction Management At Risk Services For The Par 3 Golf Course Project, In The Amount Of $4,227,898 Plus A Five Percent Owner's Contingency In The Amount Of $211,395; For A Total Amount Of $4,439,293 With Previously Appropriated Funding In The Amount Of $3,637,975 From Fund 388 - MDC CDT Interlocal-CDT/Resort Fund; $100,000 From Fund 431 - 2011 Stormwater Bonds - Reso 2011-27782; $211,395 From Fund 388 - MDC CDT Interlocal - CDT/Resort Fund; And $489,923 From Fund 306 - Mid Beach Quality Of Life, Subject To Future Appropriation Through A Capital Budget Amendment To The Capital Budget For Fiscal Year 2013/14 To Be Presented At The December 11, 2013 Commission Meeting.
(Capital Improvement Projects)
(Item not reached on October 16, 2013)

R9 - New Business and Commission Requests

R9A Board And Committee Appointments.
(City Clerk's Office)

R9A1 Board And Committee Appointments - City Commission Appointments.
(City Clerk's Office)

R9B1 Dr. Stanley Sutnick Citizen's Forum. (12:30 p.m.)
R9B2 Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

R9C Update On The Miami Beach Convention Center Project.
(City Manager's Office)

R9D A Discussion Delineating Potential Concerns On Two Future Roadway Projects To Be Undertaken By The Florida Department Of Transportation (FDOT) Along Alton Road, From Michigan Avenue To 43rd Street And From 43rd Street To East Of Allison Road; And Urging FDOT To Ensure That All Community Concerns, Including, But Not Limited To, Loss Of On-Street Parking, Impacts To Mature Shade Trees, And Appropriate Bicycle Facilities, Are Properly Addressed As Part Of The Respective Future Alton Road Projects.
(Public Works)
(Item not reached on October 16, 2013)

R9E Discussion Regarding Flooding At Royal Palm Avenue And 46th Street, Miami Beach.
(Requested by Commissioner Edward L. Tobin)
(Item not reached on October 16, 2013)

R9F Discussion Regarding Extending An Agreement For Legislative Services Between The City And Rutledge Ecenia, P.A., Gomez Barker Associates, Inc., And Robert M. Levy & Associates, Inc.
(City Manager's Office)

R9G Discussion And Referral To Land Use And Development Committee Regarding The Betsy/ Carlton Hotel Renovation And Possibility Of An Air Rights Easement And Green Alley.
(Requested by Commissioner Edward L. Tobin)

R9H Discussion Regarding The City's Design For New Median On South Pointe Drive.
(Requested by Commissioner Edward L. Tobin)

R9I Discussion Of The Charter Review And Revision Board's Recommendations Regarding Amendments To The City Charter.
(City Clerk's Office)
(Memo to be Submitted in Supplemental following Charter Review Meeting of December 4, 2013)

R9 - New Business and Commission Requests (Continued)

R9J Discussion Regarding The South Pointe Elementary Grant Request For Safe Schools Via Stanley Security.
(Requested by Commissioner Michael Grieco)

R9K Discussion And Update Regarding The School Nurse Initiative Program And How The City Can Maintain It Going Forward.
(Requested By Commissioner Micky Steinberg)

R9L Status Update And Report Outlining The Actions Taken By The City In The Last 12 Months To Implement Anti-Corruption Initiatives.
(Requested By Commissioner Micky Steinberg)

R9M Discussion Regarding The Drainage Improvements For Upper North Bay Road.
(Requested by Commissioner Edward L. Tobin)

R9N Discussion Regarding An Update For Programmatic Plan For Renovation And Expansion Of The Wolfsonian-FIU Museum.
(Requested by Commissioner Edward L. Tobin)

R10 - City Attorney Reports

R10A City Attorney's Status Report.
(City Attorney Office)

Reports and Informational Items

1. Reports and Informational Items (see LTC 426-2013)

2. List of Projects Covered by the Cone of Silence Ordinance - LTC.
(Procurement)

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

End of Regular Agenda

MIAMIBEACH

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

HOW A PERSON MAY APPEAR BEFORE THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA

THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ARE ESTABLISHED BY RESOLUTION. SCHEDULED MEETING DATES ARE AVAILABLE ON THE CITY'S WEBSITE, DISPLAYED ON MBTV 77, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE NO EARLIER THAN 9:00 A.M. GENERALLY THE CITY COMMISSION IS IN RECESS DURING THE MONTH OF AUGUST.

1. DR. STANLEY SUTNICK CITIZENS' FORUM will be held during the first Commission meeting each month. The Forum is split into two (2) sessions, 12:30 p.m. and 5:30 p.m., or as soon as possible thereafter, provided that the Commission Meeting has not already adjourned prior to the time set for either session of the Forum. In the event of adjournment prior to the Stanley Sutnick Citizens' Forum, notice will be posted on MBTV 77, and posted at City Hall. Approximately thirty (30) minutes will be allocated for each session, with individuals being limited to no more than three (3) minutes or for a time period established by the Mayor. No appointment or advance notification is needed in order to speak to the Commission during this Forum.

2. Prior to every Commission meeting, an Agenda and backup material are published by the Administration. Copies of the Agenda may be obtained at the City Clerk's Office on Thursday morning prior to the regularly scheduled City Commission meeting. The Agenda and backup materials are also available on the City's website: www.miamibeachfl.gov the Thursday prior to a regularly scheduled City Commission Meeting.

3. Any person requesting placement of an item on the Agenda must provide a written statement with his/her complete address and telephone number to the Office of the City Manager, 1700 Convention Center Drive, 4th Floor, Miami Beach, Fl 33139, briefly outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment may be scheduled to discuss the matter with a member of the City Manager's staff. "Requests for Agenda Consideration" will not be placed on the Agenda until after Administrative staff review. Such review will ensure that the issue is germane to the City's business and has been addressed in sufficient detail so that the City Commission may be fully apprised. Such written requests must be received in the City Manager's Office no later than noon on Monday of the week prior to the scheduled Commission meeting to allow time for processing and inclusion in the Agenda package. Presenters will be allowed sufficient time, within the discretion of the Mayor, to make their presentations and will be limited to those subjects included in their written requests.

4. Once an Agenda for a Commission Meeting is published, persons wishing to speak on item(s) listed on the Agenda, other than public hearing items and the Dr. Stanley Sutnick Citizens Forum, should call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone (305)673-7411, before 5:00 p.m., no later than the day prior to the Commission meeting and give their name, the Agenda item to be discussed, and if known, the Agenda item number.

5. All persons who have been listed by the City Clerk to speak on the Agenda item in which they are specifically interested, and persons granted permission by the Mayor, will be allowed sufficient time, within the discretion of the Mayor, to present their views. When there are scheduled public hearings on an Agenda item, IT IS NOT necessary to register at the City Clerk's Office in advance of the meeting. All persons wishing to speak at a public hearing may do so and will be allowed sufficient time, within the discretion of the Mayor, to present their views.

6. If a person wishes to address the Commission on an emergency matter, which is not listed on the Agenda, there will be a period allocated at the commencement of the Commission Meeting when the Mayor calls for additions to, deletions from, or corrections to the Agenda. The decision as to whether or not the matter will be heard, and when it will be heard, is at the discretion of the Mayor. On the presentation of an emergency matter, the speaker's remarks must be concise and related to a specific item. Each speaker will be limited to three minutes, or for a longer or shorter period, at the discretion of the Mayor.

MIAMIBEACH

2013 Schedule of City of Miami Beach
City Commission and Redevelopment Agency (RDA) Meetings

Meetings begin at 9:00 a.m., and are held in the City Commission Chambers, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

Commission Meetings		Alternate Meetings	
January 16	(Wednesday)	January 23	(Wednesday)
February 6	(Wednesday)	February 27	(Wednesday)
March 13	(Wednesday)	March 20	(Wednesday)
April 17	(Wednesday)	April 24	(Wednesday)
May 8	(Wednesday)	May 22	(Wednesday)
June 5	(Wednesday)		
July 17	Wednesday)	July 24	Wednesday)
August - City Commission in recess			
September 11	(Wednesday)		
October 16	(Wednesday)	October 23	(Wednesday)
November 12	(Wednesday) – Election related only		
November 25*	(Wednesday)	November 27	(Wednesday)
December 11	(Wednesday)	December 18	(Wednesday)

*If runoff election only

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MIAMIBEACH

CITY CLERK'S OFFICE LOBBYIST LIST
December 11, 2013
Commission Meeting

Lobbyist's Name	Retained by Principal	Date Registered	Amount Disclosed
C7H Accept Manager's Recommendation/Reject Proposals for Unarmed Security Guard Services			
Joseph Bober	G4S Secure Solutions (USA), Inc.	10/15/2013	No compensation
Eston Melton III	Gill Neuman/Kent Security Services, I	07/17/2013	$2,500 flat rate
C7I Waive Competitive Bidding/Execute LOA w/ JCS - $40,000			
Graham Penn	Jay Roth	08/02/2012	No compensation
R5B Alton Road Historic District Buffer Overlay			
Rafael Andrade	South Beach Heights, I, LLC	10/16/2013	$5,000 flat rate
R5I Architecturally Significant Single Family Home Incentives			
Kobi Karp	Robert Zangrillo	02/04/2013	$350 per hour
Carli Koshal	Miriam Abrahams	01/11/2013	$175 per hour
Wayne Pathman	Robert Zangrillo	02/04/2013	$500 per hour
Wayne Pathman	Bart Reines Construction, Inc.	06/12/2013	$450 per hour
David Sacks	Bart Reines Construction, Inc.	06/12/2013	$400 per hour

Miami Beach Redevelopment Agency

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
December 11, 2013

Chairperson of the Board Philip Levine
Member of the Board Michael Grieco
Member of the Board Joy Malakoff
Member of the Board Micky Steinberg
Member of the Board Edward L. Tobin
Member of the Board Deede Weithorn
Member of the Board Jonah Wolfson

Executive Director Jimmy L. Morales
Assistant Director Joe Jimenez
General Counsel Jose Smith
Secretary Rafael E. Granado

AGENDA

1. NEW BUSINESS

A A Resolution Of The Chairperson And Members Of The Miami Beach Redevelopment Agency (RDA), Setting The Dates For The Year 2014 Redevelopment Agency Meetings.
Joint City Commission & Redevelopment Agency
(City Clerk's Office)

End of RDA Agenda

MIAMIBEACH

Miami Beach Redevelopment Agency

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

HOW A PERSON MAY APPEAR BEFORE THE REDEVELOPMENT AGENCY OF THE CITY OF MIAMI BEACH, FLORIDA

The regularly scheduled meetings of the Redevelopment Agency are established by Resolution and are generally held on the same day the Miami Beach City Commission holds their regularly scheduled meetings. The Redevelopment Agency meetings commence at 10:00 a.m.

1. Jorge M. Gonzalez has been designated as the Agency's Executive Director.
   Robert Parcher has been designated as the Agency's Secretary.

2. Person requesting placement of an item on the agenda must provide a written statement to the Agency Executive Director, 4th Floor, City Hall, 1700 Convention Center Drive, telephone 673-7285, outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment will be set up to discuss the matter with a member of the Executive Director's staff. Procedurally, "Request for Agenda Consideration" will not be placed upon the Agency agenda until after Administrative staff review. Such review will ensure that the issue has been addressed in sufficient detail so that the Agency members may be fully apprised of the matter to be presented. Persons will be allowed three (3) minutes to make their presentation and will be limited to those subjects included in their written request. Such written requests must be received in the Executive Director's office no later than noon on Tuesday of the week prior to the scheduled Agency meeting to allow time for processing and inclusion in the agenda package.

3. Once an agenda for the Redevelopment Agency meeting is published, and a person wishes to speak on items listed on the agenda, he/she may call or come to the Agency Secretary's Office, 1st floor, City Hall, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m., on the Tuesday prior to the Agency meeting and give their name, the agenda item to be discussed and, where known, the agenda item number.

The Agency agenda is available via the City's website, (www.miamibeachfl.gov) on the Friday prior to the Agency meeting or may be reviewed at the Agency's Secretary Office (City Clerk's Office) on the Monday prior to the Agency's regular meeting.

4. All persons who have been listed by the Agency Secretary to speak on the agenda item in which they are specifically interested, will be allowed up to three (3) minutes to present their views.

Robert Parcher
Agency Secretary

March 5, 2007

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PA

Presentations and Awards

PA1 The South Florida Digital Alliance Recognizes The City Of Miami Beach As The 2013 Universal Access DAE Awards Winner In The Government Category For Their Support Of Community IT Projects.
(City Manager's Office)

PA2 Introductory Address By Representative David Richardson.
(City Manager's Office)

Agenda Item PA1-2
Date 12-11-13

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C2

Condensed Title:

REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR A CONSTRUCTION MANAGER AT RISK FIRM (CMR) TO PROVIDE PRE-CONSTRUCTION SERVICES AND CONSTRUCTION PHASE SERVICES VIA A GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT FOR THE COLLINS PARK PLACE PROJECT.

Key Intended Outcome Supported:

Ensure Safety And Appearance Of Building Structures And Sites; Improve Parking Availability; Ensure Value And Timely Delivery Of Capital Projects; Diversity Business Base In Miami Beach; Maximize Miami Beach As A Destination Brand;

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

N/A

Item Summary/Recommendation:

On March 21, 2012, the City Commission adopted Resolution No. 2012-27869, approving a Professional Services Agreement between the City and a joint venture of Zaha Hadid Limited t/a Zaha Hadid Architects and Berenblum Busch Architecture, Inc. (the Consultant) for the Planning, Architectural, Engineering, Design, Bid and Award, And Construction Administration Services for the Collins Park Parking Garage Project.

On January 16, 2013 the City Commission adopted the Basis of Design Report (BODR), and on July 17, 2013, Resolution No. 2013-28289 was adopted authorizing the Administration to proceed to the detailed design phase of the Project.

Collins Park Place, designed by Zaha Hadid Architects in consultation with Florida Executive Architect, Berenblum Busch Architecture, will be constructed on the two properties currently occupied by surface parking lots located on the south side of 23rd Street, behind the Miami Beach Regional Library and the Miami City Ballet building. The ground level of the proposed structure, between Park and Liberty Avenues, will provide approximately 17,500 sq. ft. of retail space, while the upper five (5) levels of the parking garage, which will bridge over Liberty Avenue, will accommodate approximately 470 parking spaces. The Project also contemplates a large public plaza at the ground level, just east of Liberty Avenue, which will merge into the Liberty Avenue right of way between 22nd and 23rd streets, turning it into a pedestrian street. The design takes a holistic approach to the site and considers the public plaza as one continuous landscape that unites the project site with the adjacent sites – Miami City Ballet and Miami Beach Regional Library. The Construction Manager at Risk (CMR) minimum eligibility and scope of services requirement are detailed in the attached RFQ.

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of the RFQ for a Construction Manager at Risk firm (CMR) to provide pre-construction services and construction phase services via a Guaranteed Maximum Price (GMP) amendment for the Collins Park Parking Garage Project.

RECOMMENDATION

APPROVE THE ISSUANCE OF THE RFQ

Advisory Board Recommendation:

Financial Information:

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

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

David Martinez, Ext. 6972

Sign-Offs:

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

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Agenda Item C2A
Date 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR A CONSTRUCTION MANAGER AT RISK FIRM (CMR) TO PROVIDE PRE-CONSTRUCTION SERVICES AND CONSTRUCTION PHASE SERVICES VIA A GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT FOR THE COLLINS PARK PARKING PLACE PROJECT.**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFQ.

BACKGROUND

On March 21, 2012, the City Commission adopted Resolution No. 2012-27869, approving a Professional Services Agreement between the City and a joint venture of Zaha Hadid Limited t/a Zaha Hadid Architects and Berenblum Busch Architecture, Inc. (the Consultant) for the Planning, Architectural, Engineering, Design, Bid and Award, And Construction Administration Services for the Collins Park Parking Garage Project.

On January 16, 2013 the City Commission adopted the Basis of Design Report (BODR), and on July 17, 2013, Resolution No. 2013-28289 was adopted authorizing the Administration to proceed to the detailed design phase of the Project.

SCOPE OF SERVICES

Collins Park Place, designed by Zaha Hadid Architects in consultation with Florida Executive Architect, Berenblum Busch Architecture, will be constructed on the two properties currently occupied by surface parking lots located on the south side of 23rd Street, behind the Miami Beach Regional Library and the Miami City Ballet building. The ground level of the proposed structure, between Park and Liberty Avenues, will provide approximately 17,500 sq. ft. of retail space, while the upper five (5) levels of the parking garage, which will bridge over Liberty Avenue, will accommodate approximately 470 parking spaces. The Project also contemplates a large public plaza at the ground level, just east of Liberty Avenue, which will merge into the Liberty Avenue right of way between 22nd and 23rd streets, turning it into a pedestrian street. The design takes a holistic approach to the site and considers the public plaza as one continuous landscape that unites the project site with the adjacent sites – Miami City Ballet and Miami Beach Regional Library. The Construction Manager at Risk (CMR) minimum eligibility and scope of services requirement are detailed in the attached RFQ.

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of the RFQ for a Construction Manager at Risk firm (CMR) to provide pre-construction services and construction phase services via a Guaranteed Maximum Price (GMP) amendment for the Collins Park Parking Garage Project.

ATTACHMENTS

- Attachment A – 454-2013-TC – For a Construction Manager at Risk Firm (CMR) to Provide Pre-Construction Services and Construction Phase Services Via a Guaranteed Maximum Price (GMP) Amendment for the Collins Park Parking Garage Project.

JLM/MT/KGB/DM/AD
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REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CONSTRUCTION OF THE COLLINS PARK PLACE

RFQ 2013-454-TC

BID ISSUANCE DATE:

RFQ DUE DATE:

Sandra M. Rico, *Senior Procurement Specialist*
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
www.miamibeachfl.gov

MIAMIBEACH

RFQ 2013-454-TC

CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CONSTRUCTION OF THE COLLINS PARK PLACE

TABLE OF CONTENTS

Section I	Overview & Proposal Procedures .....
Section II	Minimum Qualifications Requirements .....
Section III	Scope of Services.....
Section IV	Proposal Format .....
Section V	Evaluation/Selection Process.....
Section VI	Special Terms & Conditions: Insurance .....
Section VII	General Conditions .....
Section VIII	Appendices:
	A – Proposal Certification, Questionnaire & Requirements Affidavit
	B – Sample CMR Contract and Related Terms and Conditions

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
DEPARTMENT OF PROCUREMENT MANAGEMENT
Tel: 305-673-7490, Fax: 786-394-4006

PUBLIC NOTICE

Sealed proposals, as detailed herein, will be received until 3:00 PM on, JANUARY 22, 2013, at the following address:

City of Miami Beach City Hall
Procurement Division – Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139

ANY PROPOSAL RECEIVED AFTER 3:00 PM ON THE PROPOSAL DUE DATE WILL BE RETURNED TO THE PROPOSER UNOPENED, AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING PROPOSALS BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE PROPOSER. THE CITY WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR ANY OTHER ENTITY OR OCCURRENCE.

The City utilizes ***PublicPurchase*** for automatic notification of bid opportunities and document fulfillment, including the issuance of any addendum to this RFP. This system allows vendors to register online and receive notification of new bids, addendums and awards. Registration is available through www.publicpurchase.com.

Any prospective proposer who has received this RFP by any means other than through ***PublicPurchase*** must register immediately with ***PublicPurchase*** to assure receipt of any addendum issued to this RFP. Prospective proposers are solely responsible for assuring they have received any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal submitted.

Proposers are hereby advised that this RFP is subject to the following ordinances/resolutions, which may be found on the City of Miami Beach website: www.miamibeachfl.gov/procurement.

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS..... CITY CODE SECTION 2-372
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300

All questions or requests for clarifications must be received by the procurement contact named above no later than **ten (10) calendar days** prior to the scheduled RFP due date. The City Clerk, rafaelgranado@miamibeachfl.gov, must copied on any question or comment submitted in response to this RFP. All responses to questions/clarifications will be sent to Proposers in the form of a written addendum.

THE CITY OF MIAMI BEACH RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE CITY, OR WAIVE ANY IRREGULARITY AND/OR INFORMALITY IN ANY PROPOSAL, OR REJECT ANY AND/OR ALL PROPOSALS.

Sincerely,

Alex Denis, CPPO
Procurement Director

City of Miami Beach
1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
DEPARTMENT OF PROCUREMENT MANAGEMENT
Tel: 305.673.7490 Fax: 786.394.4006

RFP No.: RFP 2013-454-TC
RFP TITLE: Construction Manager At Risk Services For The Construction Of The Collins Park Place

NOTICE OF NO RESPONSE

If not submitting a Proposal at this time, please detach this sheet from the RFP documents, complete the information requested, and return to the address listed above.

NO PROPOSAL SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

___ Not responding due to workload issues

___ Not responding due to minimum qualifications requirements

___ Not responding due to scope of services

___ Not responding due to project's size and/or complexity

___OTHER. (Please specify) _____

Note: Failure to respond, either by not submitting a proposal or this completed form, may result in your company being removed from the City's bid list.

We do_____ do not_____ want to be retained on your mailing list for future proposals for the type or product and/or service.

Signature: _____

Title: _____

Company: _____

Feedback
The City of Miami Beach is interested in continuously improving the process through which it acquires required goods and services. Your feedback is important. Please provide any comments or suggestions which may assist the City in this endeavor, including information on requirements, timelines, and solicitation forms.

_____

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SECTION I - OVERVIEW AND PROPOSAL PROCEDURES

A. INTRODUCTION / BACKGROUND

This project, Collins Park Place, designed by Zaha Hadid Architects in consultation with Florida Executive Architect, Berenblum Busch Architecture, will be constructed on the two properties currently occupied by surface parking lots located on the south side of 23rd Street, behind the Miami Beach Regional Library and the Miami City Ballet building. The ground level of the proposed structure, between Park and Liberty Avenues, will provide approximately 17,500 sq. ft. of retail space, while the upper five (5) levels of the parking garage, which will bridge over Liberty Avenue, will accommodate approximately 470 parking spaces. The Project also contemplates a large public plaza at the ground level, just east of Liberty Avenue, which will merge into the Liberty Avenue right of way between 22nd and 23rd streets, turning it into a pedestrian street. The design takes a holistic approach to the site and considers the public plaza as one continuous landscape that unites the project site with the adjacent sites – Miami City Ballet and Miami Beach Regional Library.

Approximate Project Budget: $20,800,000

In accordance with Section 255.103, Florida Statutes, the City's goal to negotiate a mutually acceptable agreement with a construction management firm, pursuant to the process provided by Section 287.055, Florida Statutes, which is to be responsible for construction project scheduling and coordination in both preconstruction and construction phases and for the successful, timely, and economical completion of the project.

B. RFP TIMETABLE

The ***tentative schedule*** for this RFP is as follows:

RFP Issued	December 13, 2013
Pre-Proposal Meeting	January 3, 2013
Deadline for Receipt of Questions	January 10, 2013
Proposals Due	January 22, 2013
Evaluation Committee Review	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	TBD

C. PROPOSAL SUBMISSION DUE DATE

An original and ten (10) copies of complete Proposals, plus one electronic copy (CD or flash drive), must be received **no later than 3:00 p.m. on the dated stated in Section 1(B)**, at the following address:

City of Miami Beach City Hall
Procurement Division -- Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139

The original and all copies, including the electronic copy, must be submitted to the Procurement Division in a sealed package clearly noted with the Proposer's name, address, and RFP number and title. **No facsimile, electronic, or e-mail Proposals will be considered.**

THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL IN RESPONSE TO THIS RFP, ON OR BEFORE THE STATED TIME AND DATE, WILL BE SOLELY AND STRICTLY THAT OF THE PROPOSER. THE CITY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR BY ANY OTHER ENTITY OR OCCURRENCE.

ANY PROPOSAL RECEIVED AFTER STATED DUE DATE WILL BE RETURNED TO THE PROPOSER UNOPENED. PROPOSALS RECEIVED AFTER THE RFP DUE DATE AND TIME WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED.

D. PRE-PROPOSAL SUBMISSION MEETING

A Pre-Proposal Submission Meeting will be held on the date noted in Section 1(B) **at 10:00 a.m.** at the following address: **City of Miami Beach City Hall – 4th Floor, Manager's Large Conference Room, 1700 Convention Center Drive, Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is **not** mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
(2) Enter the MEETING NUMBER: 1142644

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in Section E of this RFP expressing their intent to participate via telephone.

E. CONTACT INFORMATION

Contact:	Telephone:	Email:
Sandra M. Rico	305-673-7000 ext. 6230	srico@miamibeachfl.gov

Requests for additional information or requests for clarifications must be made **in writing** to the Procurement Division. Facsimile or e-mail requests are acceptable. Please send all questions and/or requests for clarifications to the contact named above, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov, no later than the date specified in the RFP timetable.

F. RESPONSE TO QUESTIONS & ADDENDUM TO RFP

The Procurement contact will issue replies to inquiries and any other corrections or amendments, as he deems necessary, in written addenda issued prior to the deadline for responding to the RFP. Proposers should not rely on representations, statements, or explanations (whether verbal or written), other than those made in this RFP or in any written addendum to this RFP. **Proposers should verify with the Procurement Division prior to submitting a Proposal that all addenda have been received.**

G. METHOD OF AWARD

Pursuant to FS 287.055, the City shall first consider the qualifications of firms through the process outlined in Section V, Evaluation of Proposals. The ranking results of Step 1 & 2 outlined in Section V, Evaluation of Proposals, will be considered the City Manager who may recommend to the City Commission the proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

(1) The ability, capacity and skill of the proposer to perform the contract.

(2) Whether the proposer can perform the contract within the time specified, without delay or interference.

(3) The character, integrity, reputation, judgment, experience and efficiency of the proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals. Following the final approval of ranking of qualified firms by the City Commission, the City shall attempt to negotiate mutually agreement with the top-ranked firm; and, if unsuccessful, will attempt to negotiate mutual agreement with second-ranked and third-ranked firms (as available), in order of rank.

H. CONE OF SILENCE

Pursuant to the city's Cone Of Silence Ordinance, as codified in section 2-486 of the City Code, proposers are advised that oral communications between the proposer, or their representatives and 1) the Mayor and City Commissioners and their respective staff; or 2) members of the City's Administrative staff (including but not limited to the City Manager and his staff); or 3) Evaluation Committee members, is prohibited.

I. MODIFICATION/WITHDRAWALS OF PROPOSALS

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered.

Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

J. RFP POSTPONEMENT/CANCELLATION/REJECTION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any Proposals received as a result of this RFP.

K. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

L. EXCEPTIONS TO RFP

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

M. FLORIDA PUBLIC RECORDS LAW

Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the Proposals, whichever is earlier.

N. NEGOTIATIONS

The City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that by submitting a Proposal, no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to; approved by the City; and executed by the parties.

O. PROTEST PROCEDURE

Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures (Ordinance No. 2002-3344), as codified in Sections 2-370 and 2-371 of the City Code. **Protests not timely made pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

P. OBSERVANCE OF LAWS

Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

Q. DEFAULT

Failure or refusal of the successful Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a Proposal before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City. Where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

R. CONFLICT OF INTEREST

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

S. PROPOSER'S RESPONSIBILITY

Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

T. RELATIONSHIP TO THE CITY

It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

U. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

V. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS

This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their Proposals, in the event of such non-compliance.

W. CONE OF SILENCE

This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Cone of Silence requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their Proposal voidable, in the event of such non-compliance.

X. DEBARMENT ORDINANCE

This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Debarment Ordinance (as adopted pursuant to Ordinance No. 200-3234, and as codified in Sections 2-397 through 2-406 of the City Code).

Y. COMPLIANCE WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS

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

Z. CODE OF BUSINESS ETHICS

Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its bid/response or within five (5) days upon receipt of request.

The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

AA. AMERICAN WITH DISABILITIES ACT (ADA)

Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673-7000, Extension 2984.

BB. ACCEPTANCE OF GIFTS, FAVORS, SERVICES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

SECTION II –MINIMUM QUALIFICATIONS REQUIREMENTS

1. Firm must be a licensed General Contractor in the State of Florida.
2. Firm must document approximately ten (10) years of experience in CM at Risk Projects.
3. Firm must have successfully completed at least seven (7) projects of similar scope, size and complexity.
4. Firm must have successfully completed at least three (3) projects in an urban setting, high traffic area.
5. Firm must have successfully achieved LEED certification in at least three (3) projects.
6. Superintendents must have a minimum of fifteen (15) years of experience approximately in the management of CM at Risks projects. Furthermore, this individual should have served as Superintendent on a minimum of three (3) previous projects of similar size and complexity, one of which is required to have achieved a USGBC LEED certification.
7. Project Manager must be a LEED accredited professional, with a minimum of ten (10) years of experience approximately in the management of CM at Risks projects. Furthermore, this individual should have served as Project Manager on a minimum of three (3) projects of similar size and complexity, one of which is required to have achieved a USGBC LEED certification.

SECTION III – SCOPE OF SERVICES

The Construction Manager at Risk (CMR) Scope of Services shall include, without limitation, all of the Preconstruction Services set forth below and, upon approval by the City of the Guaranteed Maximum Price (GMP), and as contemplated in any GMP Amendment or Amendments, and such other amendment(s) as necessary to fix and describe the parties' respective rights and responsibilities with respect to the Work and the Project, all of the Construction Services required to complete the Work in strict accordance with the Contract Documents, and to deliver the Project to the City at or below the GMP, when established, and within the Contract time.

The CMR shall review Project requirements, existing on-site and off-site development, surveys and preliminary budget, and make recommendations to the City for revisions. The CMR shall prepare a preliminary Project Schedule in accordance with the Contract Documents and in coordination with the City and the Architect/Engineer, identifying all phases, critical path activities, and critical duties of each of the Project team members. The CMR shall, at each remaining design phase (i.e. 60%, 90% and 100% construction documents), review the plans and advise the City and the Architect/Engineer regarding the constructability of the design and of any errors, omissions, or conflicts it discovers. The CMR shall prepare an outline of proposed bid packages and detailed cost estimates, and advise the City regarding trends in the construction and labor markets that may affect the price or schedule of the Project. The CMR shall attend all Project related meetings. The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon a fixed fee. At the conclusion of the Preconstruction Services, the CMR shall, without assuming the duties of the Architect/Engineer, warrant to the City, that the plans, specifications and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

The successful firm will be tasked with the following duties and responsibilities:

Task 1 – Coordination with the Design Professional: In providing the CMR's services described in this Agreement, the CMR shall maintain a working relationship with the Architect/Engineer. However, nothing in this Agreement shall be construed to mean that the CMR assumes any of the responsibilities or duties of the A/E. The CMR shall be solely responsible for construction means, methods, techniques, sequence and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with the CMR's Agreement with the City. The A/E is responsible for the requirements of the Project as indicated in the Agreement between the City and the A/E. The CMR's services shall be rendered compatibly and in cooperation with the A/E's services under the City. It is not intended that the services of the A/E and the CMR be competitive or duplicative, but rather be complementary.

Task 2 – Design Phase: Review of Design Documents, Scheduling, Estimating & Cost Control: The CMR shall meet with the Architect/Engineer and City representatives to review the most current Architect/Engineer's Agreement. The CMR shall ensure that the parties jointly review, modify as necessary, and agree to a single design schedule, to be called the revised most current Architect/Engineer's contract.

The CMR, as a result of the above-noted review of the design documents and recommendations provided to the City, shall be fully responsible for the coordination of the drawings with the written specifications. This includes but is not limited to, the CMR's review of the construction documents in coordination of the drawings and specifications themselves, with the existing buildings and sites to ensure proper coordination and constructability and lack of conflict, and to minimize unforeseen conditions. The CMR shall, during this phase, be responsible for the proper identification and location of all utilities, services, and other underground facilities which may impact the Project. The CMR agrees specifically that no Contract Amendments shall be requested by the CMR or considered by the City for reasons involving conflicts in the documents; questions of clarity with regard to the documents; and incompatibility, or conflicts between the documents and the existing conditions, utilities, code issues and unforeseen underground conditions.

Task 3 – Bid and Award Phase: The CMR shall prepare a Subcontractor's Prequalification Plan in compliance with the requirements currently determined by the City. The CMR shall submit to the City the CMR's list of pre-approved sub-contractors for each element of the Work to be sub-contracted by the CMR. This list shall be developed by the execution by the CMR of the sub-contractor's Pre-qualification Plan noted above. The City reserves the right to reject any sub-contractor proposed for any bid to be considered by the CMR. Any claims, objections or disputes arising out of the Pre-qualification Plan or list, are the responsibility of the CMR. The CMR shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the pre-qualification plan and/or the sub-contractor's list, except where the sole cause of the matter is a City directed decision.

Task 4 – Guaranteed Maximum Price (GMP): After taking, reviewing and identifying the proposals from the responsive and responsible sub-contractors, the CMR shall propose to the City, a GMP, which shall be the sum of the proposed sub-contracts and the CMR's General Conditions (including any fee, profit, overhead and all like amounts) and the agreed upon Contingency amount. The GMP shall be the full and complete amount for which the CMR agrees to go forward from the receipt of sub-contract bids to the full completion of the Project.

Prior to acceptance and execution of the GMP, the CMR shall submit a Best Value quality control plan that identifies risks and potential risks that the CMR does not control, or risk that is impacted by factors that the CMR does not control, and includes the CMR's plan to minimize that risk. A risk would be any existing or potential condition, situation or event that could negatively impact the project's cost, schedule, quality and the City's expectations.

Upon acceptance and execution of the GMP proposal, by the City, the CMR shall enter into sub-contract agreements with the sub-contractors selected for the amounts included in the GMP Proposal for that sub-contract work, and shall function as a General Contractor and comply with the Contract Documents accordingly with regard to the Project as well as a CMR with regard to other services required by the Contract Documents.

Task 5 – Construction Phase: Once the City has accepted the GMP, the City will issue a GMP Amendment which will include the Contract for Construction. CMR activities shall include, but are not limited to:

- Coordinating site construction management services including but not limited to: regular job site meetings, maintaining daily on-site project log and schedule report, overseeing quality assurance, testing and inspection programs, monitoring construction management staff and sub-contractor work performance for deficiencies, maintaining record copies of all contract documents, change orders and other documentation on site, overseeing construction management staff and subcontractor safety programs.
- Staffing each assigned project in a satisfactory manner. As a minimum, the CMR site personnel during the construction phase will include: a full-time project manager, a full- time project superintendent and project administrative personnel. The CMR shall provide site personnel that are competent, English-speaking and able to communicate effectively.
- Updating and maintaining master project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules.
- Preparing a schedule of values associated with the bid package identified and submit it for approval by the Architect and City's representative(s). All payment requests must be in accordance with the schedule of values approved.
- Processing payment requests for approval by the Architect and the City's representative(s).
- Processing any change orders due to scope and modifications and shall submit it for approval by the Architect and the City's representative(s), including a cost estimate of the proposed change.
- Processing requests for information and coordinate with the Architect.

- Providing construction program accounting and reporting to the City as required.
- Monitoring for the presence of existing asbestos containing building materials and certify to the City that no asbestos containing material has been used.
- Providing monthly progress reports to the City.
- Submitting exception-based status reports, associated with the Best Value Quality Control Plan, addressing conditions, situations, and events that introduce risk to the project, in terms of cost, schedule, quality, and City's expectations, and including the CMR's plan to mitigate the risk (s).
- Coordinating with the Architect and City representative(s) the substantial and final inspections, prior to the Architect's approval and issuance of the Certificate of Substantial Completion.

Task 6 – Post-Construction Phase: The CMR will coordinate project closeout, start–up and transition to operation, per the contract for Construction. Activities include but are not limited to:

- The CMR shall coordinate project close-out, start-up and transition to operation.
- The CMR will coordinate with the Architect to provide a complete project record including project manual and CADD drawings to show all construction changes, additions, and deletions compared to the Construction Document (CADD disks will be provided to the CMR by the Architect).
- The CMR will coordinate with the City to prepare the Certificate of Final Inspection.
- The CMR will obtain and review for completeness, have corrected if necessary, and submit to the City, following the Architect's approval, all Warranties, Operations and Maintenance Manuals, and other such documents.
- The CMR is responsible to the City for Warranties and Guaranties.
- The CMR will complete all punch-list items generated by Contractor during their inspections.
- The CMR will coordinate and conduct the Occupancy Evaluation and Warranty Inspection.

SECTION IV – PROPOSAL FORMAT

In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be presented in a three (3) ring binder and should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

TAB 1	Minimum Qualification Requirements

In accordance with the minimum qualifications established in Section II, submit verifiable information to document each of the minimum qualification requirements. Minimum qualification requirements will be evaluated by the Evaluation Committee. All information necessary for the committee to evaluate compliance with the established minimum qualification requirements must be contained in the proposal submitted, or submitted within two (2) days of request by the City. Failure to submit information in sufficient detail for the committee to evaluate compliance with minimum qualifications may result in proposal rejection by the committee.

Proposals not deemed to be in compliance with the minimum qualification requirements by the Evaluation Committee shall not be further considered.

TAB 2	Experience & Qualifications.

2.1 PROPOSING FIRM EXPERIENCE. It is a requirement of the project that the Proposer have sufficient experience, at the discretion of the City, to successfully complete the project. To that end, the Proposer shall provide the following. ,

2.1.1 Firm Qualifications. Provide sufficient detail to demonstrate the firm's ability to provide multi-disciplinary management in the areas of facility assessment, scope definition/validation, planning, public engagement, cost estimating, scheduling, quality control and assurance plan, building code review/inspection, design, construction, closeout, and warranty services.

2.1.1.1 Architectural exposed concrete experience. List the firm's successfully completed projects comparable in design, scope, size and complexity, undertaken in the past ten (10) years that have architectural exposed concrete as a major component.

2.1.1.2 Experience in the coordination of multiple exposed building systems. List the firm's successfully completed projects comparable in design, size and complexity undertaken in the last five (5) years that have multiple exposed building systems.

2.1.1.3 LEED Experience. List the firm's successfully completed projects comparable in design, scope, size and complexity, undertaken in the past five (5) years that achieved a USGBC LEED certification or greater.

2.2 PROJECT TEAM MEMBERS. It is a requirement of the project that the Proposer's staff the project with competent individuals and qualified supervisory personnel. To that end, the Proposer shall provide the following.

2.2.1 Organizational Chart. Provide an organizational chart listing the proposed key personnel, their qualifications and their roles in the project, resumes which shall include educational background, work experience, employment history, and any other pertinent information, including LEED certification attained. Where applicable, proposed team members shall also submit current and valid certifications and/or licenses for their individual scope of supervision. At a minimum, the Proposer shall include the following proposed project team members:

- **Project Manager.** Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Project Manager. This individual must have a minimum of ten (10) years' experience in the management of construction projects, possess extensive knowledge in the management of construction projects, value engineering, working in a team environment, and is well versed in project schedules and budgeting. Furthermore, this individual should have served as Project Manager on projects having the same size and complexity, one of which is required to have achieved a USGBC LEED certification.
- **Construction Superintendent.** Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Construction Superintendent. This individual must have a minimum of fifteen (15) years' experience in the management of construction projects, possess extensive knowledge in the management of construction projects, value engineering, working in a team environment, and is well versed in project schedules and budgeting. Furthermore, this individual should have served as Construction Superintendent on projects having the same size and complexity, one of which is required to have achieved a USGBC LEED certification.

2.2.2 Staffing Plan. A staffing plan that clearly illustrates the key elements of the organizational structure proposed to accomplish the management, design, construction, inspection and administrative services required. The staffing plan should indicate the availability of the personnel proposed to work on the Project. The staffing plan should also indicate the name of the individual who will serve as the primary contact with City. Proposer shall clearly detail the role of all of the Sub-consultants and/or Sub-contractors proposed for the Project.

2.3 PAST CLIENT REFERENCES. Submit a minimum of five (5) references from past clients for which the Proposer has provided similar services as requested here. For each client reference, submit the following:

- Project Description & Location. For each project submitted, submit contact information for the following:
  - ✓ Owner Or Agency
  - ✓ Architect Or Landscape Architect, Or Engineering Consultant
  - ✓ General Contractor (If Work Performed As A Sub Contractor)
  - ✓ Name Of General Contractor's Project Manager And Field Superintendent
- Date Completed
- Square Footage
- Brief Description Of Work Performed
- LEED Certification Level (Projected If Project Is Not Certified Yet)
- Name Of Contractor's Designated Project Manager And Superintendent
- Awarded Contract Amount And Final Contract Amount. Submit an Explanation Of Differences Between Awarded And Final Contract Amounts, If Difference Exceeded 5%.
- Date Of Project Completion & Verification of Timely Completion.

In addition to the references requested herein which the City may contact, the City reserves the right to utilize a third-party (e..g, Rating Source, e-Vendor Check, etc.) for reference or background verifications.

2.5 LITIGATION HISTORY. Submit list of all pending or recent (within the last five years) litigation in which the firm, a project team member or any proposed sub-consultant has been named.

2.4 FINANCIAL CAPACITY.

2.4.1 D&B REPORTS. The prospective Provider shall pay D&B to send the Supplier Qualifier Report (SQR) to the prospective Provider and the Department through electronic means. The cost of the preparation of the D&B report shall be the responsibility of the prospective Provider. The prospective Provider shall request the report from D&B at **https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696**

In addition to the D&B information, the City may require proposers shall submit financial statements for each of their last two complete fiscal years within ten (10) calendar days, upon written request. Such statements should include, as a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). When the submittal is from a co venture, each Proposers involved in the co venture must submit financial statements as indicated above.

2.4.2 BONDING CAPACITY. Submit written verification of bonding capacity equal or exceeding the amount of project budget by a licensed surety company rated **excellent ("A" or better)** in the current **A.M. Best Guide** and qualified to do business within the State of Florida.

TAB 3	Scope of Services & Methodology

3.1 SCOPE OF SERVICES. Proposer will be required to submit a narrative of its team's approach to the project. This narrative should address:

Task 1 – Coordination with the Design Professional
Task 2 – Design Phase: Review of Design Documents, Scheduling, Estimating & Cost Control
Task 3 – Bid and Award Phase
Task 4 – Guaranteed Maximum Price (GMP)
Task 5 – Construction Phase
Task 6 – Post-Construction Phase

3.2 PROJECT METHODOLOGY: Proposer will be required to submit a narrative of its team's approach to the project. This narrative should include:

1. A management plan including, techniques for 'partnering' with the community's merchants, tenants and residents and its approach to a project of this nature with construction activities as described in the Scope.
2. The Proposer shall provide a detailed description of the key Project activities, to include final design and construction activities approach, including coordination of multiple building systems.
3. The Proposer shall illustrate complete understanding of the scope of work for all components of the project. The narrative shall address methodology, site logistics, sequencing and phasing of the various work efforts.
4. The Proposer shall describe the efforts involved in coordinating with Florida Power and Light (FPL), AT&T and Atlantic Broadband (ABB).
5. Proposer shall clearly detail and present its approach to all required permitting issues, including but not limited to, water distribution system, stormwater drainage system, street lighting system, landscaping etc., relative to the applicable agency(ies) and entity(ies), e.g. City of Miami Beach, SFWMD, FDOT, FDEP, USACOE, Miami-Dade County RER, Fl. Dept. of Health, etc.
6. Proposer shall describe their Quality Assurance / Quality Control Plan ("QA/QC Plan") for the Work, including design, construction, coordination, implementation and completion of the Project. The Proposer shall explain its QA/QC Plan and the plan for any of its subconsultants or Subcontractors, namely the policies and procedures that will be used to assure the complete and the accurate management of the Project.

3.3 RISK ASSESSMENT PLAN: Proposer will be required to submit a narrative of its team's approach to the project. This narrative should include:

All Consultants must submit a Risk-Assessment Plan (RAP). The RAP must not be longer than two (2) pages front side of page only should be included within the RFQ response. The RAP should address the following items in a clear and generic language:

2.7.1 Potential project risks. (Areas that may cause the Contractor not to finish on time, not finish with budget, cause any change orders, or be a source of dissatisfaction with the owner)
2.7.2 Explanation of how the risks can be avoided/minimized
2.7.3 Propose any options that could increase the value of this project
2.7.4 Explain Proposer experience in avoiding or minimizing potential risks.

2.5 **OTHER SUBMITTAL REQUIREMENTS:** Proposer will be required to submit a narrative of its team's approach to the project. This narrative should include:

SECTION V – EVALUATION / SELECTION PROCESS

The procedure for response, evaluation and selection will be as follows:

The RFP will be issued

1. A Pre-Proposal Submission Meeting with potential Proposers will be conducted.
2. All timely received Proposals will be opened and listed.
3. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the RFP. If further information is desired, Proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process.
4. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management.

Step 1 Evaluation. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may:

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

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications, including Financial Capability	50
Approach and Methodology	40
TOTAL AVAILABLE STEP 1 POINTS	90

Step 2 Evaluation. Following the results of Step 1 Evaluation Qualitative criteria, the proposers may receive additional points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria (Local and Veterans Preference)	
D&B Supplier Risk Scores	10
Miami Beach-Based Vendor	5
Veterans and State-Certified Service-Disabled Veteran Business Enterprises	5
TOTAL AVAILABLE STEP 2 POINTS	20

D&B Supplier Evaluation Report. The prospective Provider shall pay D&B to send the Supplier Qualifier Report (SQR) to the prospective Provider and the Department through electronic means. The cost of the preparation of the D&B report shall be the responsibility of the prospective Provider. The prospective Provider shall request the report from D&B at

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

In addition to the D&B information, the City may require proposers shall submit financial statements for each of their last two complete fiscal years within ten (10) calendar days, upon written request. Such statements should include, as a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). When the submittal is from a co venture, each Proposers involved in the co-venture must submit financial statements as indicated above. Scores derived from the D&B Supplier Evaluation Report shall be developed in accordance with the following formula:

Sample Objective Formula for Supplier Risk	
Vendor D & B Risk Level	**Total Points Awarded**
Low (1 – 3.5)	10
Medium (3.6 – 6.5)	5
High (6.6 – 9)	0

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

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

* Step 2 Points calculated by DPM.

** Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission.

SECTION VI – SPECIAL TERMS AND CONDITIONS: INSURANCE REQUIREMENTS

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

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

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

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

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3RD FLOOR
MIAMI BEACH, FL 33139

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

SECTION VII – GENERAL CONDITIONS

1. **GENERAL TERMS AND CONDITIONS.** It is the responsibility of the Proposer to become thoroughly familiar with the Proposal requirements, terms and conditions of this solicitation. Ignorance by the Proposer of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid to the Proposer.

2. **DEFINITIONS.** The following words, terms and phrases, when used, shall have the meanings ascribed to them except where the context clearly indicates a different meaning.
   a. **Proposal** – shall refer to any offer(s) submitted in response to this solicitation.
   b. **Proposer /Contractor/Offeror** – Any individual, firm, or corporation submitting a proposal for this Project acting directly or through a duly authorized representative.
   c. **Proposal Solicitation** – shall mean this solicitation documentation, including any and all addenda.
   d. **Proposal Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Proposal. The Proposer should indicate its name in the appropriate space on each page.
   e. **City** – shall refer to City of Miami Beach, Florida
   f. **City Commission** - City Commission shall mean the governing and legislative body of the City.
   g. **City Manager** - City Manager shall mean the Chief Administrative Officer of the City.
   h. **Comparable Facility** - A facility that, when considering size, use, revenue, and other applicable criteria, is similar to the Miami Beach Convention Center (MBCC) which includes 1.2 million gross square foot facility averaging a minimum of $6 million in annual gross food and beverage sales.
   i. **Controlling Financial Interest** - means the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm.
   j. **Domestic Partner:** The term Domestic Partner shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists.
   k. **Enrolled Vendor** – shall refer to a firm that has completed the City of Miami Beach Pre-Qualification process and has satisfied all requirements to enter into a business agreement with the City.
   l. **Evaluation Committee** - A committee of individuals appointed by the City Manager that may include City personnel, residents, industry experts and other individuals whose purpose is to evaluate the proposals received in response to this RFP and who may make a non-binding recommendation to the City Manager on the selection of a short-list of proposer (s) who the City Manager, at his or her discretion, may present to the City Commission for consideration and, if approved by the City Commission, who may be further considered during the contract negotiation phase.
   m. **Firm** - means a corporation, partnership, business trust or any legal entity other than a natural person.
   n. **Negotiation Team** - A committee of individuals appointed by the City Manager that may include City personnel, residents, industry experts and other individuals whose purpose is to negotiate a contract, after City Commission has approved a short-list of proposer (s), and who may make a non-binding recommendation to the City Manager on the selection of short-listed proposer (s) who the City Manager, at his or her discretion, may present to the City Commission for consideration and final award.
   o. **Successful Proposer** – shall mean the Proposer (s) recommended for award.
   p. **Term Applicant** – shall mean an individual, partnership, or corporation, which submits an application in response to this solicitation.
   q. **Responsible Proposer :** A proposer who is qualified, as determined by the City, on the basis of the following criteria:
      - Whether the proposer can perform the contract within the time specified, without delay or interference.
      - The character, integrity, reputation, judgment, experience and efficiency of the proposer.
      - The quality of performance of previous contracts.
      - The previous and existing compliance by the proposer with laws and ordinances relating to the contract.
   r. **Responsive Proposer** - A proposer whose submittal is determined by the City to be in conformance with the conditions, requirements, and specifications detailed in the specifications.
   s. **Vendor** - a person and/or entity, which has been selected by the City as the successful proposer on a present or pending proposal for goods, equipment or services, or has been approved by the City on a present or pending award for goods, equipment or services, prior to or upon execution of a contract, purchase order or standing order.
   For additional information about on-line vendor enrollment or vendor pre-qualification, please contact Procurement at 1700 Convention Center Drive, Miami Beach, FL 33139; Phone 305-673-7490. Or email: procurement@miamibeachfl.gov Vendors can register with the City by going to the website: www.miamibeachfl.gov and click on Procurement under City Departments.

3. **PRICES QUOTED.** Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the proposalding specifications. In case of discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). Discounts for prompt payment; The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposer s are requested to provide prompt payment terms in the space provided on the Proposal submittal signature page of the solicitation. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposal separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of proposal(s).

4. **TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.

5. **MISTAKES.** Proposer s are expected to examine the specifications, delivery schedules, proposal prices, and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer 's risk and may result in the proposal being non-responsive.

6. **CONDITION AND PACKAGING.** Proposer guarantees items offered and delivered to be the current standard production model at time of proposal and shall offer expiration dating of at least one year or later. Proposer also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the City of Miami Beach, for the manufacturer's standard warranty but in no case for a period of less than 12 months from date of acceptance. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

7. **UNDERWRITERS' LABORATORIES.** Unless otherwise stipulated in the Proposal, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

8. **CITY'S RIGHT TO WAIVE OR REJECT PROPOSALS.** The City Commission reserves the right to waive any informalities or irregularities in this Proposal; or to reject all proposals, or any part of any proposal, as it deems necessary and in the best interest of the City of Miami Beach.

9. **EQUIVALENTS.** If a proposer offers makes of equipment or brands of

supplies other than those specified in the Proposal specifications, he must so indicate in his proposal. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

10. The proposer shall indicate in the Proposal Form the manufacturer's name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed in the Proposal. Other than specified items offered requires complete descriptive technical literature marked to indicate detailed conformance with specifications, and MUST BE INCLUDED WITH THE PROPOSAL. NO PROPOSALS WILL BE CONSIDERED WITHOUT THIS INFORMATION.
11. Lacking any written indication of intent to quote an alternate brand or model number, the proposal will be considered as a proposal in complete compliance with the Proposal specifications.
12. Note as to Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposer s shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

13. **EMERGENCY RESPONSE PRIORITY.** It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

14. **NON-CONFORMANCE TO CONTRACT CONDITIONS.** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at the proposer 's expense. These items, as well as items not delivered as per delivery date in proposal and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the proposer . Any violation of these stipulations may also result in the proposer 's name being removed from the City's vendor list.

15. **PRODUCT INFORMATION.** Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with this proposal as an attachment to the "PROPOSAL FORM". However, in all cases must be provided within five (5) calendar days upon request from Purchasing Agent.

16. **SAMPLES.** Proposals submitted as an "equal" product must be accompanied with detailed specifications. Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the proposer 's expense. Proposer s will be responsible for the removal of all samples furnished within (30) days after proposal opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with the proposer 's name. Failure of the proposer to either deliver required samples, or to clearly identify samples may be reason for rejection of the proposal. Unless otherwise indicated, samples should be delivered to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139.

17. **DELIVERY.** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City using Department, Monday through Friday, excluding holidays. Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 5:00 P.M.

18. **INTERPRETATIONS.** Any questions concerning the Proposal conditions and specifications should be submitted, in writing, to the City's Department of Procurement Management (DPM) 1700 Convention Center Drive, Miami Beach, FL 33139.or facsimile: 786-394-4075.

19. **LATE SUBMISSION.** All proposals received after the date, time, and place specified in the Proposal, will be returned to the proposer unopened, and will not be considered. The responsibility for submitting proposals before the stated time and date is solely the responsibility of the proposer . The City will not be responsible for delays caused by mail, courier service, or any other entity or occurrence. Facsimile, electronic, or e-mailed proposals will not be accepted.

20. **INSPECTION, ACCEPTANCE & TITLE.** Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful proposer until acceptance by the City, unless loss or damage results from the gross negligence or willful misconduct of the City.

21. If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the proposer 's expense.

22. **PAYMENT.** Payment will be made by the City after the items have been received, inspected, and found to comply with Proposal specifications, free of damage or defect, and properly invoiced.

23. **DISPUTES.** In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.

24. **LEGAL REQUIREMENTS.** The proposer shall be required to comply with all federal, State of Florida, Miami-Dade County, and City of Miami Beach codes, laws, ordinances, and/or rules and regulations that in any manner affect the items covered herein (collectively, Applicable Laws). Lack of knowledge or ignorance by the proposer with/of Applicable Laws will in no way be a cause for relief from responsibility.

25. **PATENTS & ROYALTIES.** The proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

26. **OSHA.** The proposer warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Proposal shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the proposer .

27. **MANNER OF PERFORMANCE.** Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of this contract.

28. **SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

29. **ANTI-DISCRIMINATION.** The proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

30. **AMERICAN WITH DISABILITIES ACT.** To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

31. **LIABILITY, INSURANCE, LICENSES AND PERMITS.** Where proposer s are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Proposal, the proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The proposer shall be liable for any damages or loss to the City occasioned by negligence of the proposer , or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.

32. **PROPOSAL BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.** Proposal Bonds, when required, shall be submitted with the proposal in the amount specified in the Special Conditions. After acceptance of the proposal, the City will notify the successful proposer to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.

33. **DEFAULT.** Failure or refusal of a proposer to execute a contract upon award, or withdrawal of a proposal before such award is made, may result in forfeiture of that portion of any proposal surety required as liquidated damages incurred by the City thereby; or, where surety is not required, failure to execute a contract as described above may be grounds for removing the proposer from the City's proposer s list.

34. **CANCELLATION.** In the event any of the provisions of this Proposal are violated by the proposer , the City shall give written notice to the proposer stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the proposer . Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the proposer .

35. **BILLING INSTRUCTIONS.** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering City department.

36. **SUBSTITUTIONS.** The City WILL NOT accept substitute shipments of any kind. The proposer is expected to furnish the brand quoted in its proposal. Any substitute shipments will be returned at the proposer 's expense.

37. **FACILITIES.** The City, through its City Manager or his/her authorized designee, reserves the right to inspect the proposer 's facilities at any time, upon reasonable prior written or verbal notice.

38. **PROTEST.** In the event a prospective proposer wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in this it must file a notice of protest in writing to the Procurement Director, with a copy to the City Clerk, at least ten (10) business days prior to the Proposal opening date and hour specified in the solicitation. Any proposer , who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award may protest to the City Manager or his or her designee anytime until two (2) business days following the release of the City Manager's written recommendation to the City Commission, as same is set forth and released in the City Commission agenda packet, for award of the proposal in question in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for proposal protests and which can be found on the Procurement website. Failure to file a timely notice of protest will constitute a waiver of proceedings.

39. **CLARIFICATION AND ADDENDA TO PROPOSAL SPECIFICATIONS:** If a proposer is in doubt as to the true meaning of the Proposal specifications, or other Proposal documents, or any part thereof, the proposer must submit to the City, at least ten (10) calendar days prior to the scheduled Proposal opening date, a request for clarification. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

40. Any interpretation of the Proposal, including, without limitation, responses to questions and request for clarification(s) from proposer s, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The proposer shall be required to acknowledge receipt of any and all Addendum, and filling in and signing in the spaces provided in section 5.0, Acknowledgements/Affidavits. Failure to acknowledge Addendum may deem a proposal non-responsive.

41. The City will not be responsible for explanations, interpretations, or answers to questions made verbally or in writing by any City representative, unless issued by the City via formal written Addendum to this Proposal.

42. Any questions or clarifications concerning the Proposal shall be submitted in writing to the Department of Procurement Management (DPM) 1700 Convention Center Drive, Miami Beach, FL 33139 with a copy to the City Clerk

43. **DEMONSTRATION OF COMPETENCY.**

44. Pre-award inspection of the proposer 's facility may be made prior to the award of contract.

45. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Proposal.

46. Proposer s must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this Proposal.

47. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

48. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a proposer , including past performance (experience), in making an award that is in the best interest of the City.

49. The City may require proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City. Any material conflicts between information provided by the source of supply and the information contained in the proposer 's proposal may render the proposal non-responsive.

50. The City may, during the period that the contract between the City and the successful proposer is in force, review the successful proposer 's record of performance to ensure that the proposer is continuing to provide sufficient financial support, equipment, and organization as prescribed in this proposal. Irrespective of the proposer 's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful proposer no longer possesses the financial support, equipment, and organization which would have been necessary during the proposal evaluation period in order to comply with the demonstration of competency required under this subsection.

51. **DETERMINATION OF AWARD.** Unless otherwise stated in the Special Conditions, The City Commission shall award the proposal to the lowest and best proposer . In determining the lowest and best proposer , in addition to price, there shall be considered the following:
    a. **The ability, capacity and skill of the proposer to perform the contract.**
    b. **Whether the proposer can perform the contract within the time specified, without delay or interference.**
    c. **The character, integrity, reputation, judgment, experience and efficiency of the proposer .**
    d. **The quality of performance of previous contracts.**
    e. **The previous and existing compliance by the proposer with Applicable Laws relating to the contract.**

52. **ASSIGNMENT.** The successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

53. **LAWS, PERMITS AND REGULATIONS.** The proposer shall obtain and pay for all licenses, permits, and inspection fees required under the contract; and shall comply with all Applicable Laws.

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

55. **SPOT MARKET PURCHASES.** It is the intent of the City to purchase the items specifically listed in this Proposal from the successful proposer. However, the City reserves the right to purchase the items from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

56. **ELIMINATION FROM CONSIDERATION.** This proposal shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.

57. **ESTIMATED QUANTITIES.** Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Proposal. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low proposer meets specifications.

58. **COLLUSION.** Where two (2) or more related parties each submit a proposal or proposals for any contract, such proposals or proposals shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such proposal or proposals. "Related parties" means proposer s or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract, or in which a parent company or the principals thereof of one (1) proposer have a direct or indirect ownership interest in another proposer for the same contract. Proposal or proposals found to be collusive shall be rejected.

59. Proposer s who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive proposalding may be terminated for cause.

60. **DISPUTES.** In the event of a conflict between the Proposal documents, the order of priority of the documents shall be as follows:
61. Any contract or agreement resulting from the award of this Proposal; then
62. Addendum issued for this Proposal, with the latest Addendum taking precedence; then
63. The Proposal; then
64. The proposer 's proposal in response to the Proposal.

65. **REASONABLE ACCOMMODATION.** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Proposal opening because of a disability must contact the Procurement Division.

66. **GRATUITIES.** Proposer s shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the City, for the purpose of influencing consideration of this Proposal.

67. **SIGNED PROPOSAL CONSIDERED AN OFFER.** The signed proposal shall be considered an offer on the part of the proposer , which offer shall be deemed accepted upon award of the proposal by the City Commission. In case of default on the part of the successful proposer , after such acceptance, the City may procure the items or services from other sources and hold the proposer responsible for any excess cost occasioned or incurred thereby.

68. **TIE PROPOSALS.** In accordance with Florida Statues Section 287.087, regarding identical tie proposals, preference will be given to proposer s certifying that they have implemented a drug free work place program. A certification form will be required. In the event of a continued tie between two or more proposer s after consideration of the drug free workplace program, the City's Local Preference and Veteran Preference ordinances will dictate the manner by which a tie is to be resolved. In the event of a continued tie after the Local and Veteran Preference ordinances have been applied or the tie exists between proposer s that are not Local or Veteran, the breaking of the tie shall be at the City Manager's discretion, which will make a recommendation for award to the City Commission.

69. **DELIVERY TIME.** Proposer s shall specify in the attached Proposal Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges (For example, 12-14 days) will be accepted.

70. **TERMINATION FOR DEFAULT.** If the successful proposer shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Proposal and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the proposer of such termination, which shall become effective upon receipt by the proposer of the written termination notice.
71. In that event, the City shall compensate the successful proposer in accordance with the term of the contract for all work and/or services satisfactorily performed by the proposer prior to termination, net of any costs incurred by the City as a consequence of the default.
72. Notwithstanding the above, the successful proposer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the proposer , and the City may reasonably withhold payments to the successful proposer for the purposes of set off until such time as the exact amount of damages due the City from the successful proposer is determined.
73. The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful proposer fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.

74. **TERMINATION FOR CONVENIENCE OF CITY.** The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful proposer of such termination, which shall become effective thirty (30) days following receipt by proposer of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful proposer in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful proposer , and shall also compensate the proposer for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful proposer for any profits that

the successful proposer expected to earn on the balanced of the contract. Such payments shall be the total extent of the City's liability to the successful proposer upon a termination as provided for in this subsection.

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

76. **MODIFICATION/WITHDRAWALS OF PROPOSALS.** A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date and time. Modifications received after the proposal due date and time will NOT be considered.

77. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the proposal due date or after expiration of **120** calendar days from the opening of proposals without a contract award. Letters of withdrawal received after the proposal due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.

78. **EXCEPTIONS TO PROPOSAL.** Proposer s are strongly encouraged to thoroughly review the specifications and all conditions set forth in this Proposal. Proposer s who fail to satisfy the requirements in this Proposal, may be deemed non-responsive and receive no further consideration. Should your proposed proposal not be able to meet one (1) or more of the requirements set forth in this Proposal and you are proposing alternatives and/or exceptions to said requirements, you must notify the Procurement Office, in writing, at least five (5) days prior to the deadline for submission of proposals. The City reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of proposals.

79. **FLORIDA PUBLIC RECORDS LAW.** Proposer s are hereby notified that all Proposal including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

APPENDIX A

MIAMIBEACH

Proposal Certification, Questionnaire & Requirements Affidavit

RFP 2013-454-TC

CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CONSTRUCTION OF THE COLLINS PARK GARAGE

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Solicitation No: 2013-317ME	Solicitation Title: Management and Operations for Street Markets	
Procurement Contact: Maria Estevez	Tel: 305-673-7234	Email:mestevez@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

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

1. General Proposer Information.

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

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

2. **Miami Beach Based (Local) Vendor.** Is proposer a Miami Beach based firm?

[ ] YES [ ] NO

SUBMITTAL REQUIREMENT: Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

3. **Veteran Owned Business.** Is proposer a veteran owned business?

[ ] YES [ ] NO

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

5. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

SUBMITTAL REQUIREMENT: Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past five (5) years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

6. **References & Past Performance.** ~~Proposer shall submit at least three (3) references for whom the proposer has completed work similar in size and nature as the work referenced in solicitation. Additionally, Proposer should provide reference with the Contractor Client Survey provided as an attachment to the solicitation, and request that your reference submit the completed survey to directly to the contracting officer named in the solicitation. **In order to be considered, surveys must be sent to the Procurement Division directly by the reference.** A minimum of three (3) references are required.~~ **THIS SECTION IS SUPERCEDED BY REFERENCE REQUIREMENTS ESTABLISHED IN SECTION V.**

~~**SUBMITTAL REQUIREMENT:** Proposer shall submit a minimum of three (3) references, including the following information: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided. Additionally, each reference should submit Contractor Client Survey included in the solicitation directly to the City. Proposer may submit additional references and ask that additional references submit client surveys as applicable.~~

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

[ ] YES [ ] NO

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

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

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

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

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

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

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

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

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

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

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

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

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

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

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

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

DISCLOSURE AND DISCLAIMER SECTION

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

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

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

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

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

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

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

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

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

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

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

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

PROPOSER CERTIFICATION

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

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

State of FLORIDA)
)
County of _____)

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

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

APPENDIX B

MIAMIBEACH

Sample Construction Management at Risk Contract and Related Terms and Conditions & Forms

RFP 2013-454-TC

CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CONSTRUCTION OF THE COLLINS PARK GARAGE

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

NOTE: THE SAMPLE CONTRACT, REQUIRED FORMS (E.G., BONDS) AND OTHER TERMS AND CONDITIONS ARE BEING REVIEWED AND FINALIZED WITH THE LEGAL DEPARTMENT.

Condensed Title:

Request For Approval To Award A Contract, Pursuant To Invitation To Bid No. 405-2013LR, For The Purchase of Biodegradable Dog Litter Pickup Bags and Dispensers.

Key Intended Outcome Supported:

Improve Cleanliness Of Miami Beach's Rights-Of-Way Especially In Business Areas

Supporting Data (Surveys, Environmental Scan, etc.)

Item Summary/Recommendation:

Dog bag dispensers with biodegradable litterbags are located at various parks and locations citywide. The purpose of Invitation to Bid (ITB) 405-2013LR was to establish a contract by means of competitive sealed bids to a qualified provider to provide dog bag dispensers and biodegradable litterbags, on an as needed basis.

ITB PROCESS

Invitation to Bid (ITB) 405-2013LR was issued on August 22, 2013, with an opening date of September 24, 2013. The Public Group issued bid notices and eight (8) bidders accessed the advertised solicitation which resulted in the receipt of bids from the following firms:

- ZW USA Inc., d/b/a Zero Waste USA
- Furniture Leisure, Inc.

The ITB required fixed pricing on dispensers (Item 1) and litterbags (Item 2). Zero Waste USA submitted the lowest price for both items 1 and 2. However, the dispenser (Item 1) submitted by Zero Waste USA did not comply with bid specifications as the bidder proposed a steel post for the dispenser where the specifications required a composite post. In the local environment, the steel posts will rust and deteriorate; thus, the requirement for the composite post which does not rust.

Neither vendor is eligible for veteran or local preferences. The bid allowed an award to be considered by item or by group. According to the prices received and compliance with specifications, Furniture Leisure is the lowest responsive bidder for Item 1 (dispensers); Zero Waste is the lowest responsive bidder for Item 2 (litter bags); and, Furniture Leisure is the second lowest responsive bidder for Item 2 (litter bags).

RECOMMENDATION

The Administration recommends award of the contract to: Furniture Leisure as the lowest responsive bidder for Item 1 (dispensers); Zero Waste USA as the lowest responsive bidder for Item 2 (litter bags); and, Furniture Leisure as the secondary lowest responsive bidder for Item 2 (litter bags).

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1	$40,000	011-0940-000343
	2	$ 3,750	435-0430-000343
	3	$ 3,750	435-9962-000343
	4	$ 3,750	435-9968-000343
	5	$ 3,750	435-9969-000343
OBPI	Total	$55,000	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD JR EC	MT KGB	JLM

MIAMIBEACH

AGENDA ITEM C2B

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REQUEST FOR APPROVAL TO AWARD A CONTRACT, PURSUANT TO INVITATION TO BID NO. 405-2013LR, FOR THE PURCHASE OF BIODEGRADABLE DOG LITTER PICKUP BAGS AND DISPENSERS.**

ADMINISTRATION RECOMMENDATION
Approve the award of contract.

KEY INTENDED OUTCOME SUPPORTED
Improve cleanliness of Miami Beach rights-of-way especially in business areas.

FUNDING
Account Code:
011-0940-000343 - $40,000 - Parks/Greenspace

Account Codes: Public Works/Sanitation
435-0430-000343 - $3,750
435-9962-000343 - $3,750
435-9968-000343 - $3,750
435-9969-000343 - $3,750

BACKGROUND
Dog bag dispensers with biodegradable litterbags are located at various parks and locations citywide. The purpose of Invitation to Bid (ITB) 405-2013LR was to establish a contract by means of competitive sealed bids to a qualified provider to provide dog bag dispensers and biodegradable litter bags, on an as needed basis.

ITB PROCESS
Invitation to Bid (ITB) 405-2013LR was issued on August 22, 2013, with an opening date of September 24, 2013. The Public Group issued bid notices and eight (8) bidders accessed the advertised solicitation which resulted in the receipt of bids from the following firms:

- ZW USA Inc., d/b/a Zero Waste USA
- Furniture Leisure, Inc.

The ITB required fixed pricing on dispensers (Item 1) and litter bags (Item 2). As indicated below, Zero Waste USA submitted the lowest price for both items 1 and 2. However, the dispenser (Item 1) submitted by Zero Waste USA did not comply with bid specifications as the bidder proposed a steel post for the dispenser where the specifications required a composite post. In the local environment, the steel posts will rust and deteriorate; thus, the requirement for the composite post which does not rust.

				Zero Waste USA		Furniture Leisure Inc.	
Item	Description	QTY	UOM	Unit Price	Total	Unit Price	Total
1	DogiPot® Junior Bag Dispenser – "or approved equal".	40	Each	$69.80	$2,792.00	*$79.95	$3,198.00
2	OXO-Biodegradable DogiPot® Litter Pick Up Bags Item #1402 – "OR APPROVED EQUAL"	230	Case	**$99.00	$22,770.00	***$159.95	$36,788.50

*Furniture Leisure, Inc. – the lowest responsive, responsible bidder for Item 1
**Zero Waste USA – the lowest responsive, responsible bidder for Item 2
*** Furniture Leisure, Inc. – the second lowest responsive, responsible bidder for Item 2

Neither vendor is eligible for veteran or local preferences. The bid allowed an award to be considered by item or by group. According to the prices received and compliance with specifications, Furniture Leisure is the lowest responsive bidder for Item 1 (dispensers); Zero Waste USA is the lowest responsive bidder for Item 2 (litter bags); and, Furniture Leisure is the second lowest responsive bidder for Item 2 (litter bags).

CITY MANAGER'S DUE DILIGENCE

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and considered the specifics of this ITB process. As a result, the City Manager recommends to the Mayor and City Commission award the contract to: Furniture Leisure as the lowest responsive bidder for Item 1 (dispensers); Zero Waste USA as the lowest responsive bidder for Item 2 (litter bags); and, Furniture Leisure as the secondary lowest responsive bidder for Item 2 (litter bags). Secondary bidder will be utilized in the event that the lowest bidder cannot comply with contract requirements.

CONCLUSION

The Administration recommends award of the contract to: Furniture Leisure as the lowest responsive bidder for Item 1 (dispensers); Zero Waste USA as the lowest responsive bidder for Item 2 (litter bags); and, Furniture Leisure as the secondary lowest responsive bidder for Item 2 (litter bags).

JLM/MT/KGB/AD

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Condensed Title:

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

Key Intended Outcome Supported:

Strengthen Internal Controls; Maximize Efficient Delivery of Services

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

Item Summary/Recommendation:

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

The purpose of this item is to request authority to renew the competitively solicited contracts for routine operational listed herein. The justification for renewing each is included with the contract information.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission approve the extension of contracts for routine operational requirements, awarded through competitive solicitations, with the following vendors as applicable: Zambellie Manufacturing, Co.; Sunset Sod; Safe Air Corporation.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1	See below.	See below.
	2		
	3		
OBPI	Total		

Financial Impact Summary: Various budget codes are contained in the referenced contract expenditures. All expenditures are contingent upon approved budgeted funds being available.

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD	KGB	JLM

MIAMIBEACH

AGENDA ITEM C2C

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales City Manager

DATE: December 11, 2013

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

ADMINISTRATION RECOMMENDATION

Approve the recommendation.

BACKGROUND

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

The purpose of this item is to request authority to renew the competitively solicited contracts for routine operational requirements listed herein. The justification for renewing each is included with the contract information.

Contract Number: RFP-68-11/12	Renewal Period: 4/24/2014 through 4/23/2015
Title: For Electric Fireworks And Pyrotechnics For The City's Fourth Of July Celebration	
Contractor: Zambellie Manufacturing, Co.	
Brief Scope: This contract provides for fireworks and pyrotechnics display for the City's Fourth of July Independence Day Celebration.	
Best Interest Justification: Zambelli Fireworks has now handled the City's July 4th fireworks for 4 years and continues to do an excellent job. The team works closely with the US Coast Guard, FWC, DEP, and local authorities for to meet all permitting and safety requirements. The lead technician, Phil Beirne, is a local resident of the City of Miami Beach and they continue to produce a high quality show for the City. Additionally, while the prices paid by the City remain as awarded, the CPI-U has increased 0.7% since contract inception. Based on the aforementioned the Tourism & Cultural Development recommends the renewal of the agreement for one (1) year through April 24, 2015.	

Contract Number: ITB-46-08/09	Renewal Period: 1/6/2014 through 1/5/2015
Title: Purchase, Delivery and Installation of Sod	
Contractor: Sunset Sod	
Brief Scope: The contract provides for the purchase, delivery and installation of sod as required by the City of Miami Beach Parks and Recreation Department on an as needed basis for use City-wide.	
Best Interest Justification: The Parks and Recreation Department is satisfied with the contractor's services related to the ongoing maintenance of the installed alerting system. Additionally, while the prices paid by the City remain as awarded, the CPI-U has increased 6.27% since contract inception. Based on the aforementioned the Parks and Recreation Department recommends the renewal of the contract for one (1) year through January 5, 2015.	

Contract Number: ITB-01-10/11	Renewal Period: 1/27/2013 through 1/26/2015
Title: Installation of Vehicle Exhaust Removal Systems	
Contractor: Safe Air Corporation	
Brief Scope: The contract provides for the purchase, installation and maintenance of vehicle exhaust removal systems within the City's Fire Department facilities.	
Best Interest Justification: Safe Air Corporation has installed the vehicle exhaust removal systems at the City's fire stations and, according to contract requirements, continues to maintain these systems. The City's Fire Rescue Department is satisfied with the contractor's services. Additionally, while the prices paid by the City remain as awarded, the CPI-U has increased 4.57% since contract inception. Based on the aforementioned and the contractor's good standing with the City, the Fire Department recommends, in the City's best interest, to approve the renewal term of the contract.	

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the extension of contracts for routine operational requirements, awarded through competitive solicitations, with the following vendors as applicable: Zambellie Manufacturing, Co., Sunset Sod, Safe Air Corporation.

JLM / KGB / AD
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Condensed Title:

Request For Approval To Award Contracts Pursuant To Invitation To Bid No. 113-2013, For Routine and Emergency Repairs For Water, Sanitary Sewer and Storm Water Pipe Break; Cured-In Place Lining For Sanitary Sewer Pipes And Storm Water Drainage Pipes; And Rehabilitation Of Sanitary Sewer Manholes And Storm Water Manholes.

Key Intended Outcome Supported:

Maintain City's Infrastructure.

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

N/A

Item Summary/Recommendation:

This contract is for routine and emergency repairs for water, sanitary and storm water pipe break; cured-in place lining for sanitary sewer and storm water drainage pipes; and rehabilitation of sanitary sewer manholes and storm water manholes. Contractor will provide all supervision, labor, materials and necessary equipment for these services.

The purpose of Invitation to Bid (ITB) No. 113-2013 was to establish a contract, by means of sealed bids, with a qualified vendor(s), to provide routine and emergency repairs for water, sanitary and storm water pipe break; cured-in place lining for sanitary sewer and storm water drainage pipes; and rehabilitation of sanitary sewer manholes and storm water manholes . This contract shall remain in effect for two (2) years from the date of contract execution by the Mayor and City Clerk. This contract may be renewed, at the sole discretion of the City, through its City Manager, for three (3) additional one (1) year options. Funding below is for current fiscal year. We anticipated expenditures of $974,000 the first year and similar amounts in future years for the duration of the contract.

ITB No. 113-2013, was issued on August 29, 2013, with a bid opening date of September 26, 2013. A total of three (3) addendums were issued. Two-hundred fifty-six (256) bid notices were issued, two-hundred forty-eight (248) though the Public Purchasing Group and eight (8) through the Department of Procurement Management. Five (5) bids were received.

RECOMMENDATION

Administration is recommending awards as follows: **Group 1: Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break -** EnviroWaste Services Group, the lowest bidder, as the primary vendor, Lanzo Construction Company, the second lowest bidder, as the secondary vendor, and Gianetti Contracting Corp., the third lowest bidder, as tertiary vendor; **Group 2: Cured-In Place Lining for Sanitary Sewer and Storm Drainage Pipes** - EnviroWaste Services Group, the lowest bidder, as the primary vendor, JCC Enterprise Labor, Inc., the second lowest bidder, as the secondary vendor, and Layne Inliner LLC, the third lowest bidder, as the tertiary vendor; **Group 3: Rehabilitation of Sanitary Sewer and Storm Drainage Manholes** – EnviroWaste Services Group, the lowest bidder, as the primary vendor, Lanzo Construction Company, the second lowest bidder, as the secondary vendor, and JCC Enterprise Labor, Inc., the third lowest bidder, as tertiary vendor.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1	$839,500	389-2995-069357
	2	$ 60,000	423-2948-069357
	3	$ 25,000	425-0420-000342
	4	$ 25,000	425-0410-000342
	5	$ 25,000	427-0427-000342
OBPI	Total	$974,500	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Ext. 7490

Sign-Offs:

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

MIAMIBEACH

AGENDA ITEM C2D

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REQUEST FOR APPROVAL TO AWARD CONTRACTS PURSUANT TO INVITATION TO BID NO. 113-2013, FOR ROUTINE AND EMERGENCY REPAIRS FOR WATER, SANITARY SEWER AND STORM WATER PIPE BREAK; CURED-IN PLACE LINING FOR SANITARY SEWER PIPES AND STORM WATER DRAINAGE PIPES; AND REHABILITATION OF SANITARY SEWER MANHOLES AND STORM WATER MANHOLES.**

ADMINISTRATION RECOMMENDATION

Approve the award of the contract.

KEY INTENDED OUTCOME

Maintain City's Infrastructure.

FUNDING

Account Numbers	Amount
389-2995-069357	$839,500.00
423-2948-069357	60,000.00
425-0420-000342	25,000.00
425-0410-000342	25,000.00
427-0427-000342	25,000.00

BACKGROUND INFORMATION

This contract is for routine and emergency repairs for water, sanitary and storm water pipe break; cured-in place lining for sanitary sewer and storm water drainage pipes; and rehabilitation of sanitary sewer manholes and storm water manholes. Contractor will provide all supervision, labor, materials and necessary equipment for these services.

The purpose of Invitation to Bid (ITB) No. 113-2013 was to establish a contract, by means of sealed bids, with a qualified vendor(s), to provide routine and emergency repairs for water, sanitary and storm water pipe break; cured-in place lining for sanitary sewer and storm water drainage pipes; and rehabilitation of sanitary sewer manholes and storm water manholes . This contract shall remain in effect for two (2) years from the date of contract execution by the Mayor and City Clerk. This contract may be renewed, at the sole discretion of the City, through its City Manager, for three (3) additional one (1) year options. Funding below is for current FY. We anticipate expenditures of $974,500 the first year and similar amounts in future years for the duration of the contract.

ITB PROCESS

The Procurement Division issued an Invitation to Bid 113-2013, on August 29, 2013, with a bid opening date of September 26, 2013. A total of three (3) addendums were issued. Two-hundred fifty-six (256) bid notices were issued, two-hundred forty-eight (248) though the Public Purchasing Group and eight (8) through the Department of Procurement Management. A total of five (5) bids were received for the following bidders:

- EnvironWaster Services Group, Inc.
- Giannetti Contracting Company
- JCC Enterprise Labor, Inc.
- Lanzo Construction Company
- Layne Inliner Inc.
-

The five (5) bids received were reviewed by the Procurement Division staff and all were deemed responsive to the bid requirements. The bids were tabulated and the following are the results for:

Group 1: Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break

EnviroWaste Services Group, Inc.	$2,151,021.25
Lanzo Construction Company	$7,470,574.00
Giannetti Contracting Corp.	$15,399,421.25

Group 2: Cured-In Place Lining for Sanitary Sewer and Storm Water Drainage Pipes

EnviroWaste Services Group, Inc.	$4,805,000.00
JCC Enterprises Labor, Inc.	$5,440,500.00
Layne Inliner LLC	$5,493,000.00
Lanzo Construction Company	$7,121,250.00

Group 3: Rehabilitation of Sanitary Sewer Manholes and Storm Drainage Manholes

EnviroWaste Services Group, Inc.	$ 5,115.00
Lanzo Construction Company	$ 59,500.00
JCC Enterprises Labor, Inc.	$115,250.00

Group 1: Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break - EnviroWaste Services Group, was the lowest bidder, Lanzo Construction Company, the second lowest bidder, and Gianetti Contracting Corp., the third lowest bidder, as tertiary vendor; **Group 2: Cured-In Place Lining for Sanitary Sewer and Storm Drainage Pipes** - EnviroWaste Services Group, the lowest bidder, JCC Enterprise Labor, Inc., the second lowest bidder, Layne Inliner LLC, the third lowest bidder, and Lanzo Construction Company, as the fourth lowest bidder; **Group 3: Rehabilitation of Sanitary Sewer and Storm Drainage Manholes** – EnviroWaste Services Group, the lowest bidder, Lanzo Construction Company, the second lowest bidder, and JCC Enterprise Labor, Inc., the third lowest bidder.

The ITB stipulated that award of this contract may be presented to the lowest and best bidders, as defined in General Conditions 1.36. Further, the ITB allows for award be made to a primary, secondary, and tertiary bidder, in the event that the primary and/or secondary bidder is unable to perform in accordance with the terms and conditions of the contract.

CITY MANAGER'S REVIEW

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and is recommending to the Mayor and the City Commission to award contracts to the following: **Group 1: Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break** - EnviroWaste Services Group, the lowest bidder, as the primary vendor, Lanzo Construction Company, the second lowest bidder, as the secondary vendor, and Gianetti Contracting Corp., the third lowest bidder, as tertiary vendor; **Group 2: Cured-In Place Lining for Sanitary Sewer and Storm Drainage Pipes** - EnviroWaste Services Group, the lowest bidder, as the primary vendor, JCC Enterprise Labor, Inc., the second lowest bidder, as the secondary vendor, and Layne Inliner LLC, the third lowest bidder, as the tertiary vendor; **Group 3: Rehabilitation of Sanitary Sewer and Storm Drainage Manholes** – EnviroWaste Services Group, the lowest bidder, as the primary vendor, Lanzo Construction Company, the second lowest bidder, as the secondary vendor, and JCC Enterprise Labor, Inc., the third lowest bidder, as tertiary vendor.

CONCLUSION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission award contracts pursuant to Invitation to Bid (ITB) No. 113-2013 for Routine and Emergency Repairs for Water, Sanitary and Storm Water Pipe Break; Cured-in Place Lining for Sanitary Sewer and Storm Water Drainage Pipes; and Rehabilitation of Sanitary Sewer Manholes and Storm Water Manholes, to the following: **Group 1: Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break** - EnviroWaste Services Group, the lowest bidder, as the primary vendor, Lanzo Construction Company, the second lowest bidder, as the secondary vendor, and Gianetti Contracting Corp., the third lowest bidder, as tertiary vendor; **Group 2: Cured-In Place Lining for Sanitary Sewer and Storm Drainage Pipes** - EnviroWaste Services Group, the lowest bidder, as the primary vendor, JCC Enterprise Labor, Inc., the second lowest bidder, as the secondary vendor, and Layne Inliner LLC, the third lowest bidder, as the tertiary vendor; **Group 3: Rehabilitation of Sanitary Sewer and Storm Drainage Manholes** – EnviroWaste Services Group, the lowest bidder, as the primary vendor, Lanzo Construction Company, the second lowest bidder, as the secondary vendor, and JCC Enterprise Labor, Inc., the third lowest bidder, as tertiary vendor.

Condensed Title:

REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR DESIGN-BUILD SERVICES FOR SUNSET ISLANDS 3 & 4 RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS.

Key Intended Outcome Supported:

Maximize efficient delivery of services

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

The 2009 Customer Satisfaction Survey indicated that 79% of businesses rated recently completed capital improvement projects as "excellent" or "good."

Item Summary/Recommendation:

On May 16, 2001, the City of Miami Beach (City) adopted Resolution No. 2001-24387, approving and authorizing the execution of an agreement with CH2M HILL, Inc. (CH2M HILL) for professional services for the Right-of-Way (ROW) Infrastructure Improvements Program for Neighborhood No. 8 – Bayshore and Sunset Islands project pursuant to Request for Qualifications (RFQ) No. 134-99/00. The agreement included planning, design, and construction administration services for the collective Bayshore Neighborhoods which was originally one (1) project and was subsequently separated into five (5) individual projects via amendments to the original agreement. These five projects included Central Bayshore Neighborhood (Package 8A), Lower North Bay Road Neighborhood (Package 8B), Lake Pancoast Neighborhood (Package 8C), and the Sunset Islands (Packages 8D and 8E).

On April 9, 2003, the City Commission approved the Basis of Design Report (BODR), completed and submitted by CH2M HILL for the Neighborhood No. 8 Bayshore / Sunset Islands Project. This BODR was the culmination of a comprehensive planning effort that included input from and reviews by residents, various City Departments, and the Design Review Board (DRB).

The Design/Build Firm (DBF) will be responsible for the design, construction, and construction management associated with the work related to earthwork, pavement reconstruction, overhead utility undergrounding, sidewalk construction, water main improvements, storm drainage infrastructure installation, and streetscape/planting improvements. A Design Criteria Package has been prepared which includes conceptual specifications and plans for the civil and landscaping disciplines.

The purpose of this RFP is to select a contractor to provide services that shall consist of providing the design, construction and construction management services inclusive of all associated costs to perform all work, or other operations required for the fulfillment of the contract in strict accordance with the contract documents. The work shall be complete, and all work, materials, and services not expressly indicated, or called for in the contract documents, which may be necessary for the completion and proper design and construction of the work, in good faith shall be provided by the DBF.

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of the RFP for Design-Build Services for Sunset Islands 3 & 4 Right-of-Way Infrastructure Improvements.

RECOMMENDATION

APPROVE THE ISSUANCE OF THE RFP

Advisory Board Recommendation:

N/A

Financial Information:

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

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

David Martinez, Ext. 6972

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DM EC AD	MT KGB	JLM

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MIAMIBEACH

Agenda Item C2E
Date 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REQUEST FOR APPROVAL TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR DESIGN-BUILD SERVICES FOR SUNSET ISLANDS 3 & 4 RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS.**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFP.

BACKGROUND

On May 16, 2001, the City of Miami Beach (City) adopted Resolution No. 2001-24387, approving and authorizing the execution of an agreement with CH2M HILL, Inc. (CH2M HILL) for professional services for the Right-of-Way (ROW) Infrastructure Improvements Program for Neighborhood No. 8 – Bayshore and Sunset Islands project pursuant to Request for Qualifications (RFQ) No. 134-99/00. The agreement included planning, design, and construction administration services for the collective Bayshore Neighborhoods which was originally one (1) project and was subsequently separated into five (5) individual projects via amendments to the original agreement. These five projects included Central Bayshore Neighborhood (Package 8A), Lower North Bay Road Neighborhood (Package 8B), Lake Pancoast Neighborhood (Package 8C), and the Sunset Islands (Packages 8D and 8E).

On April 9, 2003, the City Commission approved the Basis of Design Report (BODR), completed and submitted by CH2M HILL for the Neighborhood No. 8 Bayshore / Sunset Islands Project. This BODR was the culmination of a comprehensive planning effort that included input from and reviews by residents, various City Departments, and the Design Review Board (DRB).

SCOPE OF SERVICES

Please Reference Attachment A: RFP 051-2014SR Solicitation for Design-Build Services for Sunset Islands 3 & 4 Right-of-Way Improvements.

MINIMUM QUALIFICATIONS

Please Reference Attachment A: RFP 051-2014SR Solicitation for Design-Build Services for Sunset Islands 3 & 4 Right-of-Way Improvements.

MINIMUM DOCUMENTATION SUBMITTAL REQUIREMENTS

Please Reference Attachment A: RFP 051-2014SR Solicitation for Design-Build Services for Sunset Islands 3 & 4 Right-of-Way Infrastructure Improvements.

EVALUATION/SELECTION PROCESS; CRITERIA FOR EVALUATION

Please Reference Attachment A: RFP 051-2014SR Solicitation for Design-Build Services for Sunset Islands 3 & 4 Right-of-Way Improvements.

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of the RFP for Design-Build Services for Sunset Islands 3 & 4 Right-of-Way Infrastructure Improvements.

ATTACHMENTS

- Attachment A: RFP 051-2014SR Solicitation for Design-Build Services for Sunset Islands 3 & 4 Right-of-Way Infrastructure Improvements

JLM/MT/KGB/DM/PC/AD

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REQUEST FOR PROPOSALS

DESIGN/BUILD SERVICES FOR NEIGHBORHOOD NO. 8:
SUNSET ISLANDS 3 & 4 RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS

RFP No. 051-2014SR

DRAFT

RFP ISSUANCE DATE:

RFP OPENING DATE:

Sandra M. Rico, *Senior Procurement Specialist*
DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive, Miami Beach, FL 33139
www.miamibeachfl.gov

MIAMIBEACH

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139,
www.miamibeachfl.gov
DEPARTMENT OF PROCUREMENT MANAGEMENT
Tel: 305.673.7490, Fax: 786.394.4006

PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP) No. 051-2013SR
DESIGN/BUILD SERVICES FOR NEIGHBORHOOD NO. 8: SUNSET ISLANDS 3 & 4
RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS
Miami Beach, Florida

Sealed proposals will be received by the City of Miami Beach Department of Procurement Management, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, **until 3:00 p.m. on the 24th day of February, 2014,** for design/build services for the Right-of-Way Infrastructure Improvements for Neighborhood No. 8 – Sunset Islands 3 & 4 (the Project).

Scope of Work: The Design/Build Firm (DBF) will be responsible for the design, construction, and construction management associated with the work related to earthwork, pavement reconstruction, overhead utility undergrounding, sidewalk construction, water main improvements (to also include water meter replacement), storm drainage infrastructure installation, and streetscape/planting improvements. A Design Criteria Package has been prepared which includes conceptual specifications and plans for the civil and landscaping disciplines.

The DBF will also provide a new full right-of-way utility location and topographic survey and integrate the necessary changes into the base maps for the design. The updated drawings will also reflect "lessons learned" and improvements added by past and current projects

The DBF will also prepare and obtain all the necessary permits needed by the updated and new design.

The work to be performed under this contract shall consist of providing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the contract in strict accordance with the contract documents. The work shall be complete, and all work, materials, and services not expressly indicated, or called for in the contract documents, which may be necessary for the completion and proper design and construction of the work, in good faith shall be provided by the DBF.

The proposed improvements to be performed for this project are based upon the Basis of Design Report for Neighborhood No. 8: Bayshore/Sunset Islands prepared by CH2M Hill. The Basis of Design Report was developed with input from the residents through public workshops and City staff and was approved by the City of Miami Beach City Commission. The proposed improvements include but are not limited to:

- Utility Undergrounding
  - Installation of Conduits and Infrastructure for the Relocation of Overhead wiring for Florida Power and Light (FPL) into underground conduits.
  - Installation of Conduits and Infrastructure for the Relocation of Overhead wiring for AT&T into underground conduits.
  - Installation of Conduits and Infrastructure for the Relocation of Overhead wiring for Atlantic Broad Band (ABB) into underground conduits.
  - Provision of new service points at all residential properties

- Streetscape Improvements
  - Roadway Pavement Reconstruction
  - Valley Gutter and Curb and Gutter
  - Landscaping within the Right-of-Way
  - Removal of Encroachments
  - Addition of Traffic Calming Elements
  - Install new conduits with conductors that are damaged during the construction phase for all existing street lights. All new equipment and materials shall be utilized for this task for every element. Existing street lights are to be kept in operation during the construction phase. Existing street lights are not to be relocated and shall be protected during the construction phase from any damage resulting from construction activities.

- Stormwater Improvements
  - Design and installation of a new stormwater system using pumps to remove runoff from the road and swales. This would be an ultimate design taking into account Sea Level Rise projected in the next 25, 50 and 100 year stage. This pumped system will include the design and installation of a new collection system of drainage piping, inlets, and manholes throughout the two islands.
  - Design and installation of a gravity stormwater system that will utilize the stormwater collection system designed for a pumped system utilizing only gravity. The system is to be gravity outfall with check valves to prevent tidal flooding. The gravity system will include the design and installation of a new collection system of drainage piping, inlets, and manholes throughout the two islands.
  - The gravity system is to include replacement of the existing outfalls into Biscayne Bay. Diameter of outfalls shall remain the same as existing outfalls and shall also be lined. As an alternative, the Contractor may also pipe burst and increase the outfall diameter to the maximum pipe size. All gravity discharge shall have an automatic controlled check valve.

- Water System Improvements
  - Lining of clay sanitary mains: Contractor is to verify the locations of those clay sanitary mains that are not currently lined within the project limits and base their proposal on this quantity. Sanitary Manholes are also to be lined. As-built drawings are available upon request to the Senior Procurement Specialist.

The proposed improvements listed above represent a summary of the current design approach as shown on the Conceptual Plans and Specifications. However, the DBF shall be responsible for satisfying the City's design criteria and verify compliance with the requirements set forth in the Design Criteria Package. A detailed description of the recommended improvements and required level of service are identified in the Design Criteria Package.

Project Duration:

- Design Phase: 90 Days from the issuance of Notice to Proceed 1 (NTP1)
- Permitting Phase: 90 Calendar Days from commencement of permitting activity
- Substantial Completion: 360 Calendar Days from the issuance of Notice to Proceed 2 (NTP2)

Minimum Requirements: In order to be deemed responsive, Proposers must meet the minimum requirement set forth herein. **Non-responsive bids will be disqualified from consideration.**

- Proposers must be licensed as a General Contractor or Underground Utility Contractor in the State of Florida.
- Proposers must have completed at least three (3) projects similar in scope and volume in the past ten (10) years demonstrating the Proposer's experience in Right of Way (ROW) and infrastructure improvements.
- Proposers must have completed at least five (5) projects similar in scope and volume demonstrating the Proposer's design-build project experience in the past ten (10) years.
- Proposers must have completed three (3) projects similar in scope and volume demonstrating the Proposer's experience performing deep excavation/dewatering procedures in a coastal environment in the past ten (10) years.
- Proposers must be able to demonstrate the capacity to perform at least 60% of the work with the Proposer's own forces.

Proposal Delivery: At the time, date, and place noted, proposals will be publicly opened. Any proposals received after time and date specified will be returned to the Proposer unopened. The responsibility for submitting a proposal before the stated time and date is solely and strictly the responsibility of the Proposer. The City is not responsible for delays caused by mail, courier service (including U.S. Mail), or any other occurrence.

Pre-Proposal Conference: A Pre-Proposal Conference is scheduled for 1:00 p.m. on January 3, 2013 in the City Manager's Conference Room located at 1700 Convention Center Drive on the 4th floor.

Attendance (in person or via telephone) to this meeting is strongly encouraged and recommended but is not mandatory.

Proposers interested in participating in the meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 888-270-9936 (Toll-free North America)
(2) Enter the MEETING NUMBER: 1142644# (note that the number is followed by the pound (#) key).

Proposers that are interested in participating via telephone, please send an e-mail to srico@miamibeachfl.gov expressing your intent to participate via telephone.

The DCP for this project shall be available in digital format on CDs. Please call Sandra Rico at 305.673.7000 ext. 6230, or e-mail srico@miamibeachfl.gov to secure a CD. **The cost for these CDs is $20.** One may purchase a CD through the Finance Cashier located on the 1st Floor in City Hall. Please make reference of the RFP number (RFP 051-2014SR) and project name (Design/build services for Neighborhood No. 8: Sunset Islands 3 & 4 right-of-way infrastructure improvements) to the Finance Cashier. After purchase, CDs are to be collected by the

Proposer at the Procurement Office located on the 3rd Floor in City Hall with presentation of receipt from the Finance Cashier.

****IMPORTANT NOTICE**** The City of Miami Beach Department of Procurement Management is proud to announce a new partnership with Public Purchase, a web based e-Procurement service. In order to begin, or continue to, receive notifications as a current vendor, you must register with this new system. **THOSE CONTRACTORS WHO DO NOT REGISTER WITH THIS SYSTEM RISK MISSING IMPORTANT INFORMATION ISSUED BY THE PROCUREMENT DEPARTMENT.** The two-step registration process is detailed below.

INSTRUCTIONS

1. ***Register with Public Purchase:*** Use the link below to begin the registration process. *It can take up to 24 hours for your account to become active.* You will receive an email from notices@publicpurchase.com letting you know your account is activated. Be sure to add this email address to your contacts to avoid the notification emails being sent to your junk folder. https://www.publicpurchase.com/gems/register/vendor/register.

If you are already registered with Public Purchase, please proceed directly to step 2.

2. ***Register with City of Miami Beach***

- Once you have received your activation email from Public Purchase, log into www.publicpurchase.com and accept the terms and conditions of use. Click on the following link to start your registration process with City of Miami Beach: http://www.publicpurchase.com/gems/miamibeach,fl/buyer/public/home
- Begin by selecting the NIGP Commodity Codes that relate to your business so you can receive email notifications of future opportunities. You may be prompted to fill out a W-9 for the City of Miami Beach records and for tax purposes. *This form must be completed before you will be considered a vendor for the City of Miami Beach even if City of Miami Beach already has a W-9 from you on file.*
- If, for any reason, the link below fails, use the Public Purchase link in Step 1 and log in. Click "Select Region," and "Select Agency." After selecting City of Miami Beach, click on the "Register with City of Miami Beach" on the right hand side of the City of Miami Beach's logo.

It is important that this second part of the registration is complete or you will not receive notifications of upcoming quote opportunities from the City of Miami Beach. It is your responsibility to keep the information up to date, particularly the contacts and email addresses.

The City also utilizes ***BidNet*** for automatic notification of bid opportunities and document fulfillment. This system allows vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: https://www.floridabidsystem.com/Member/default.asp

Questions and/orClarifications: Any questions or clarifications concerning this Invitation to Bid **shall be submitted in writing** by e-mail to srico@miamibeachfl.gov, mail to the Department of Procurement Management, 1700 Convention Center Drive, Miami Beach, FL 33139, or via FAX: (786) 394-4404 no later than January 6, 2013, by 3 p.m. The Bid title/number shall be referenced on all correspondence. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum. The City of Miami Beach reserves the right to accept any proposal or bid deemed to be in the best interest of the City of Miami Beach, or

waive any informality in any proposal or bid. The City of Miami Beach may reject any and all proposals or bids.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice) or 305-673-7218 (TTY) 5 days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

APPLICABLE CITY CODE PROVISIONS:

Proposers are hereby advised that this RFQ is subject to the following City of Miami Beach code provisions, which may be found on the City of Miami Beach website: www.miamibeachfl.gov/procurement.

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS..... CITY CODE SECTION 2-372
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300

Sincerely,

Sandra M. Rico
Senior Procurement Specialist

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139
DEPARTMENT OF PROCUREMENT MANAGEMENT
Tel: 305-673-7000 ext. 6230, Fax: 786.394.4624
www.miamibeachfl.gov

REQUEST FOR PROPOSALS (RFP) No. 051-2014SR
DESIGN/BUILD SERVICES FOR NEIGHBORHOOD NO. 8: SUNSET ISLANDS 3 & 4
RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS

NOTICE TO PROSPECTIVE PROPOSERS

NO BID

If not submitting a bid at this time, please detach this sheet from the RFP documents, complete the information requested, and return to the address listed above.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

_____ Our company does not handle this type of product/service.

_____ We cannot complete the work within the time specified and within the budgeted amount.

_____ We cannot.

_____ Our company is simply not interested in bidding at this time.

_____ Not responding due to untimely payments on previous construction projects awarded.
_____ OTHER. (Please specify) _____

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

Signature: _____

Title: _____

Company: _____

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

0100. GENERAL INSTRUCTIONS TO PROPOSERS:

1. General: The following instructions and those set forth in Section 00300 herein are given for the purpose of guiding Proposers in properly preparing their proposals. Such instructions have equal force and weight with other portions of the Contract Documents and strict compliance is required with all the provisions contained in the instructions. Proposers shall note that various paragraphs within these RFP documents have a [ ] box which may be checked. If the box is checked, the language is made a part of the RFP documents and compliance therewith is required of the Proposer; if the box is not checked, the language is not made a part of the RFP documents.

2. Scope of Work: The Design/Build Firm (DBF) will be responsible for the design, construction, and construction management associated with the work related to earthwork, pavement reconstruction, overhead utility undergrounding, sidewalk construction, water main improvements (to also include water meter replacement), storm drainage infrastructure installation, and streetscape/planting improvements . A Design Criteria Package has been prepared which includes conceptual specifications and plans for the civil and landscaping disciplines.

   The work to be performed under this contract shall consist of providing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the contract in strict accordance with the contract documents. The work shall be complete, and all work, materials, and services not expressly indicated, or called for in the contract documents, which may be necessary for the completion and proper design and construction of the work, in good faith shall be provided by the DBF.

   The proposed improvements to be performed for this project are based upon the Basis of Design Report for Neighborhood No. 8: Bayshore/Sunset Islands prepared by CH2M Hill. The Basis of Design Report was developed with input from the residents through public workshops and City staff and was approved by the City of Miami Beach City Commission. The proposed improvements include but are not limited to:

   - **Utility Undergrounding**
     - Installation of Conduits and Infrastructure for the Relocation of Overhead wiring for Florida Power and Light (FPL) into underground conduits.
     - Installation of Conduits and Infrastructure for the Relocation of Overhead wiring for AT&T into underground conduits.
     - Installation of Conduits and Infrastructure for the Relocation of Overhead wiring for Atlantic Broad Band (ABB) into underground conduits.
     - Provision of new service points at all residential properties
   - **Streetscape Improvements**
     - Roadway Pavement Reconstruction
     - Valley Gutter and Curb and Gutter
     - Landscaping within the Right-of-Way
     - Removal of Encroachments
     - Addition of Traffic Calming Elements
     - Install new conduits with conductors that are damaged during the construction phase for all existing street lights. All new equipment and materials shall be utilized for this task for every element. Existing street lights are to be kept in operation during the construction phase. Existing street lights are not to be

relocated and shall be protected during the construction phase from any damage resulting from construction activities.

- **Stormwater Improvements**
  - Design and installation of a new stormwater system using pumps to remove runoff from the road and swales. This would be an ultimate design taking into account Sea Level Rise projected in the next 25, 50 and 100 year stage. This pumped system will include the design and installation of a new collection system of drainage piping, inlets, and manholes throughout the two islands.
  - Design and installation of a gravity stormwater system that will utilize the stormwater collection system designed for a pumped system utilizing only gravity. The system is to be gravity outfall with check valves to prevent tidal flooding. The gravity system will include the design and installation of a new collection system of drainage piping, inlets, and manholes throughout the two islands.
  - The gravity system is to include replacement of the existing outfalls into Biscayne Bay. Diameter of outfalls shall remain the same as existing outfalls and shall also be lined. As an alternative, the Contractor may also pipe burst and increase the outfall diameter to the maximum pipe size. All gravity discharge shall have an automatic controlled check valve.

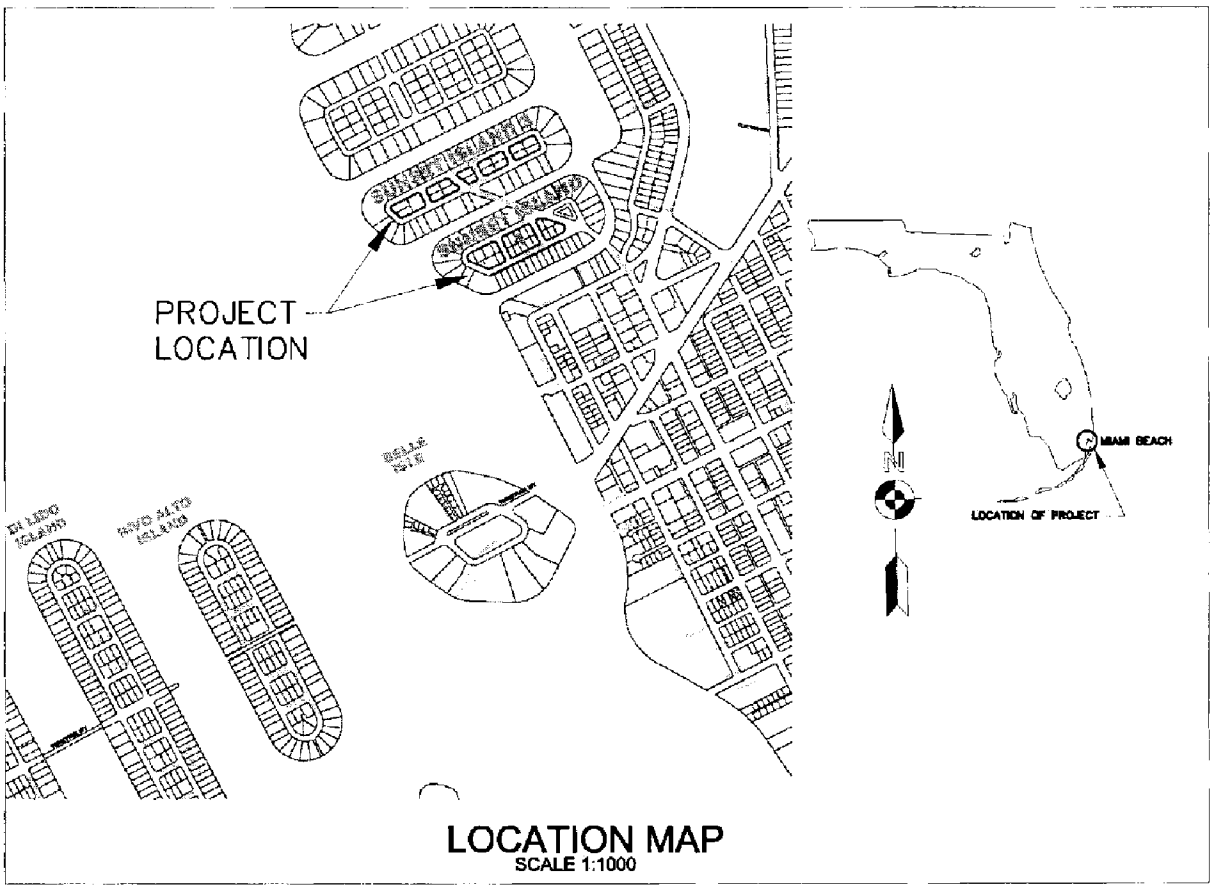
- **Water System Improvements**
  - Lining of clay sanitary mains: Contractor is to verify the locations of those clay sanitary mains that are not currently lined within the project limits and base their proposal on this quantity. Sanitary Manholes are also to be lined. As-built drawings are available upon request to the Senior Procurement Specialist.

The proposed improvements listed above represent a summary of the current design approach as shown on the Conceptual Plans and Specifications. However, the DBF shall be responsible for satisfying the City's Design Criteria Package. A detailed description of the recommended improvements and required level of service are identified in the Section entitled "Design Criteria".

3. Location of Work: The project locations area as shown on the map shown below are two islands located in Biscayne Bay. The islands are located north of Venetian Causeway immediately offshore of the Miami Beach bayside coastline. The islands are accessed by bridge across Sunset Drive near the intersection of 20th Street and Alton Road.

   Areas to be affected by the proposed improvements include but are not limited to the following:
   - Sunset Island 4; Sunset Drive, West 21st Street, West 22nd Street, Bay Avenue, Lucerne Avenue, Regatta Avenue, Lake Avenue.
   - Sunset Island 3; Sunset Drive, West 23rd Street, West 24th Street, Bay Avenue, Shelter Avenue, Lucerne Avenue, Regatta Avenue, Lake Avenue.

   Areas not included in the proposed improvements include the bridge connecting the two islands as well as the bridge connecting the islands to the mainland.



4. RFP Timetable: The anticipated schedule for this RFP and contract approval is as follows:

RFP issued	Jan 6, 2013
Pre-Proposal Conference	Jan 22, 2014
Deadline for receipt of questions	Feb 14, 2014
Deadline for receipt of Proposals	Feb 24, 2014
Evaluation process	Feb/Mar, 2014
Recommendation to City Commission	TBD
Contract Award	TBD
Projected Project Initiation Start Date	TBD

5. Proposal Submission: **One (1) unbound original and five (5) bound copies as well as a CD or flash drive copy of the complete proposal must be received by 3:00 p.m. on the 24th day of February, 2014.** The original and all copies must be submitted to the Department of Procurement Management in a sealed envelope or container stating on the outside, the Proposer's name, address, telephone number, RFP number, title, and due date.

00200. DEFINITIONS:

Please refer to Section 00600, Contract, Article No. 1 – "Definitions and Identifications", in the Attachment.

00300. INSTRUCTIONS TO PROPOSERS:

1. Examination of Contract Documents and Site: It is the responsibility of each Proposer before submitting a proposal, to:

   1.1. Examine the Contract Documents thoroughly,

   1.2. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work,

   1.3. Take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award,

   1.4. Study and carefully correlate Proposer's observations with the Contract Documents, and

   1.5. Carefully review the Contract Documents and notify Consultant of all conflicts, errors or discrepancies in the Contract Documents of which Proposer knows or reasonably should have known.

   The submission of a proposal shall constitute an incontrovertible representation by Proposer that Proposer has complied with the above requirements and that without exception, the proposal is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2. Pre-Proposal Interpretations: **Only questions answered by written Addenda will be binding and may supersede terms noted in this RFP. Oral and other interpretations or clarifications will be without legal effect**. All questions about the meaning or intent of the Contract Documents are to be directed to the City's Procurement Director or designated representative in writing. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by the City by means of Addenda mailed or delivered to all parties recorded by the City's Procurement Director as having received the Bidding Documents. **Written questions should be received no less than seven (7) calendar days prior to the date of the opening of Proposals. There shall be no obligation on the part of City or the City's Procurement Director to respond to questions received less than seven (7) calendar days prior to proposal opening.**

3. Printed Form of Proposal: All proposals must be made upon the blank Proposal Tender Form included herein and must give the price in strict accordance with the instructions thereon. The proposal must be signed and acknowledged by the Proposer in accordance with the directions on the proposal form.

4. Acceptance or Rejection of Proposals: The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the Contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A Proposer may not withdraw its proposal unilaterally nor change the Contract Price before the expiration of ninety (90) calendar days from the date of

proposal opening. A Proposer may withdraw its proposal after the expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the Contract by the City Commission.

5. Determination of Award: The City Commission shall award the contract to the lowest responsive, responsible Proposer. To determine this, in addition to price, there shall be considered the following:

   a. The ability, capacity and skill of the Proposer to perform the Contract.
   b. Whether the Proposer can perform the Contract within the time specified, without delay or interference.
   c. The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
   d. The quality of performance of previous contracts.
   e. The previous and existing compliance by the Proposer with laws and ordinances relating to the Contract.

6. Evaluation: An interim performance evaluation of the successful Proposer may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the City's Procurement Director who shall provide a copy to the successful Proposer. Said evaluation(s) may be used by the City as a factor in considering the responsibility of the successful Proposer for future proposals with the City.

7. Contract Price: The Contract Price is the Guaranteed Maximum Price agreed to by the Design/Build Firm and the City under this Contract, payable to complete the Work in accordance with the DCP, and as may be increased or decreased by Change Order. The Contract Price is to include the furnishing of all necessary design, labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the Contract Documents. The cost of any item(s) of Work not covered by a specific Contract unit price or lump sum price shall be included in the Contract unit price or lump sum price to which the item(s) is most applicable.

8. Postponement of Date for Presenting and Opening Proposals: The City reserves the right to postpone the date for receipt and opening of proposals and will make a reasonable effort to give at least five (5) calendar days written notice of any such postponement to each prospective Proposer.

9. Qualifications of Proposers: Proposals shall be considered only from Proposers which submit their proposal by the proposal's due date; Proposers who meet the "Minimum Requirements"; and Proposers that submit all required documentation as requested under this solicitation.

In determining a Proposer's responsibility and ability to perform the Contract, City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer. The City reserves the right to consider third-party information (e.g., Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

10. Addenda and Modifications: The City shall make reasonable efforts to issue addenda within seven (7) calendar days prior to proposal opening. All addenda and other modifications made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the Project Manual.

11. Prevailing Wage Rates: **[NA]** ~~City of Miami Beach Ordinance No. 94-2960 provides that in all non-federally funded construction contracts in excess of one million dollars to which the City of Miami Beach is a party, the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work, as established by the Federal Register, in the City of Miami Beach, Florida. The provisions of this Ordinance **shall not** apply to the following projects:~~

   ~~a. water, except water treatment facilities and lift stations;~~
   ~~b. sewer, except sewage treatment facilities and lift stations;~~
   ~~c. storm drainage;~~
   ~~d. road construction, except bridges or structures requiring pilings; and~~
   ~~e. beautification projects, which may include resurfacing new curbs, gutters, pavers, sidewalks, landscaping, new lighting, bus shelters, bus benches and signage.~~

12. Occupational Health and Safety: In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

    12.1 The chemical name and the common name of the toxic substance.

    12.2 The hazards or other risks in the use of the toxic substance, including:

    12.2.1 The potential for fire, explosion, corrosion, and reaction;

    12.2.2 The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

    12.2.3 The primary routes of entry and symptoms of overexposure.

12.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

12.4 The emergency procedure for spills, fire, disposal, and first aid.

12.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

12.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

13. Environmental Regulations: The City reserves the right to consider a Proposer's history of citations and/or violations of environmental regulations in investigating a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to it.

14. "Or Equal" Clause: Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, City, through Consultant, will have made its best efforts to name at least three (3) such references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words **"no substitution is permitted"** because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of Consultant, equal in substance, quality and function.

ANY REQUESTS FOR SUBSTITUTION MUST BE MADE TO THE CITY'S PROCUREMENT DIRECTOR, WHO SHALL FORWARD SAME TO CONSULTANT.

15. Protested Solicitation Award: Proposers that are not selected may protest any recommendation for Contract award in accordance with City of Miami Beach Code Section 2-371, which establishes procedures for resulting protested proposals and proposed awards. Protest not timely pursuant to the requirements of the City Code shall be barred.

16. Financial Stability and Strength: The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

Proposers shall submit financial statements for each of their last two complete fiscal years within ten (10) calendar days, upon written request. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). When the proposal submittal is from a joint venture, each Proposer involved in the joint venture must submit financial statements as indicated above.

The City reserves the right to consider third-party information (e.g., Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency, may be declared non-responsive.

17. Miami Beach-Based Vendors: Pursuant to City of Miami Beach Code Section 2-372, a preference will be given to a responsive and responsible Miami Beach-based vendor, who is within five percent (5%) of the lowest responsive, responsible Proposer, an opportunity of providing said goods or contractual services for the lowest responsive proposal amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more Miami Beach-based vendors constitute the lowest proposal for a competitively proposal purchase, and such proposals are responsive and otherwise equal with respect to quality and service, then the award shall be made to the Miami Beach-based vendor having the greatest number of its employees that are Miami Beach residents. Whenever, two or more Miami Beach-based vendors have the same number of its employees that are Miami Beach residents, then the award shall be made to the Miami Beach- based vendor who is certified by Miami-Dade County as a Minority or Women Business Enterprise.

18. Veteran Business Enterprises: Pursuant to City of Miami Beach Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible Proposer, by providing such Proposer an opportunity of providing said goods or contractual services for the lowest responsive Proposal amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more Proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

19. Equal Benefits Code Provision: Proposers are advised that this Proposal and any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of City Code Section 2-373, entitled "Requirement for City Contractors to Provide Equal Benefits for Domestic Partners (the "Code Provision")." The Code Provision applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

All Proposers shall complete and return, with their proposal, the "Declaration: Non-discrimination in Contracts and Benefits" form contained herein. The City shall not enter into any contract unless the Proposer certifies that such firm does not discriminate in the provision of Benefits between employees with Domestic Partners and employees with spouses and/or between the Domestic Partners and spouses of such employees. Contractors may also comply with the Code Provision by providing an employee with the Cash Equivalent of such Benefit or Benefits, if the City Manager or his/her designee determines that the successful Proposer/Contractor shall complete and return the "Reasonable Measures Application" contained herein, and the Cash Equivalent proposed.

It is important to note that a Proposer is considered in compliance if Proposer provides benefits neither to employees' spouses nor to employees' Domestic Partners.

Below, please find a Q & A of the major points of the Code Provision. Additionally, the following documents need to be returned to the City with your proposal:

- Declaration: Nondiscrimination in Contracts and Benefits Form
- Reasonable Measures Application Form

EQUAL BENEFITS CODE PROVISION SUMMARY

1) What is the intent of the Code Provision?

The Provision will require certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with Domestic Partners, as they provide to employees with spouses.

2) How are "Equal Benefits" defined and what kind of "Benefits" does the Code Provision cover?

"Equal Benefits" means that contractors doing business with the City who are covered by the Provision shall be required to provide the same type of benefits that they offer to employees and their spouses, to employees with Domestic Partners.
The type of "Benefits" defined by the Code Provision and which may be offered by a contractor include: sick leave, bereavement leave, family medical leave, and health benefits.
The "Benefits" defined in the Code Provision are the same type of benefits that the City provides to Domestic Partners of City employees, pursuant to Section 62-128 of the City Code].
Notwithstanding the definition of "Benefits" in the Code Provision, to comply with the Code Provision a Contractor is not required to provide all the above-described benefits. Contractors are only required to offer the same type of Benefits they offer to their employees with spouses, to employees with Domestic Partners. Additionally, a Contractor who offers no benefits to employees or their spouses, would not be required to offer any benefits to employees with Domestic Partners (and would still be in compliance with the Code Provision).]

3) Who is considered a "Domestic Partner" under the Code Provision?

A "Domestic Partner" shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

4) What type of Contracts and/or which Contractors are covered by the Code Provision?

The Code Provision only applies to the following:

- Competitively bid City contracts (bids, RFP's, RFQ's, RFLI's, etc.),
- Contracts valued at over $100,000,
- Contractors who maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks in either the current or the preceding calendar year,
- Contractors covered by the Code Provision are only required to comply as to employees who: 1) either work within the City limits of the City of Miami Beach; or 2) the contractor's employees located in the United States, but outside of the City limits, only if those employees are directly performing work on the City contract (covered by the Code Provision).

5) In what cases does the Code Provision not apply?

The provisions of the Code Provision do not apply where:

- The City contract has been has been entered into prior to the effective date of the Code Provision (including renewal terms contained in such contracts);
- The City contract is not competitively bid;
- The City contract is valued at less than $100,000;
- The contractor has less than 51 employees;
- The contractor does not provide Benefits either to employees' spouses or to employees' Domestic Partners;
- The contractor is a religious organization, association, society or any nonprofit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society;
- The contractor is another government entity.

The following City contracts are not covered by the Code Provision:

- Contracts for sale or lease of City property;
- Development Agreements;
- Contracts/grants for CDBG, HOME, SHIP, and Surtax funds administered by the City's Office of Community Development;
- Cultural Arts Council grants;
- Contracts for professional A/E, landscape A/E, or survey and mapping services procured pursuant to Chapter 287.055, Florida Statutes ("The Consultants Competitive Negotiation Act";

- Contracts for the procurement of life, health, accident, hospitalization, legal expense, annuity insurance, or any and all other kinds of insurance for the officers and employees of the City and their dependents, from a group insurance plan.

The Code Provision provides, upon written recommendation of the City Manager, that the City Commission may, by 5/7ths vote, waive application of the Code Provision for the following:

- Emergency contracts;
- Contracts where only one bid response is received;
- Contracts where more than one bid response is received, but none of the Proposers can comply with the requirements of the Code Provision.

The City's ability to apply the Code Provision may also be preempted in instances where the Code Provision impacts health, retirement, or pension program which fall within the jurisdiction of the Employee Retirement Income Security Act (ERISA), and may under certain circumstances be held invalid under Federal preemption.

6) How is the Code Provision enforced by the City?

- City contracts that are covered by the Code Provision shall notify potential Proposers/proposers of the Code Provision and its requirements in the RFP documents;
- At the time of entering into the contract with the City, the proposed City contractor shall certify to the City that it intends to provide Equal Benefits, along with the description of its employee benefits plan, which needs to be delivered to the Procurement Director prior to entering into the contract;
- The City has the ongoing right to investigate/audit contracts for compliance with the provisions of the Code Provision;
- The contractor is required to post notice to its employees at its place of business that it provides Equal Benefits.

7) Is there another way for a Contractor who does not provide Equal Benefits to comply with the Code Provision?

If a contractor covered by the Code Provision has made a reasonable yet unsuccessful effort to provide Equal Benefits, it can still comply with the Code Provision by providing an employee with the "Cash Equivalent" of the similar benefit(s) offered to the contractor's employees and their spouses.

8) What are the penalties for non compliance?

Failure of a contractor to comply with the requirements of the Code Provision may result in the following:

- Breach/default under the contract;
- Termination of the contract;
- Monies due under the contract may be retained by the City until compliance is achieved;
- Debarment of contractors from City work, as prescribed by the City Code.

MIAMIBEACH

DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company: _____

Name of Company Contact Person: _____

Phone Number: _____ Fax Number: _____ E-mail: _____

Vendor Number (if known): _____ Federal ID or Social Security Number: _____

Approximate Number of Employees in the U.S.:_____ **(If 50 or less, skip to Section 4, date and sign)**

Are any of your employees covered by a collective bargaining agreement or union trust fund? ___Yes ___No
Union name(s):

_____

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below?

Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

☐ Race	_ Yes _ No	☐ Sex	_ Yes _ No
☐ Color	_ Yes _ No	☐ Sexual Orientation	_ Yes _ No
☐ Creed	_ Yes _ No	☐ Gender Identity (transgender status)	_ Yes _ No
☐ Religion	_ Yes _ No	☐ Domestic partner status	_ Yes _ No
☐ National origin	_ Yes _ No	☐ Marital status	_ Yes _ No
☐ Ancestry	_ Yes _ No	☐ Disability	_ Yes _ No
☐ Age	_ Yes _ No	☐ AIDS/HIV status	_ Yes _ No
☐ Height	_ Yes _ No	☐ Weight	_ Yes _ No

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City?

Please note: you must answer this question, even if you do not intend to enter into any subcontracts.

_ Yes _ No

Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners

> Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

A. Will your company provide or offer access to any benefits to employees with spouses and/or to spouses of employees that may be assigned to work on the City of Miami Beach contract?

_ Yes _ No

B. Will your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees that may be assigned to work on the City of Miami Beach contract?

_ Yes __No

> *The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach

If you answered "NO" to both Questions 2A and 2B, go to Section 4 (at the bottom of this page), complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C below.

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

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
Health	☐	☐	☐	☐
Dental	☐	☐	☐	☐
Vision	☐	☐	☐	☐
Retirement (Pension, 401(k), etc.)	☐	☐	☐	☐
Bereavement	☐	☐	☐	☐
Family Leave	☐	☐	☐	☐
Parental Leave	☐	☐	☐	☐
Employee Assistance Program	☐	☐	☐	☐
Relocation & Travel	☐	☐	☐	☐
Company Discount, Facilities & Events	☐	☐	☐	☐
Credit Union	☐	☐	☐	☐
Child Care	☐	☐	☐	☐
Other	☐	☐	☐	☐

Note: If you cannot offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a

completed Reasonable Measures Application with all necessary attachments, and have your application approved by the City Manager, or his designee.

Section 3. Required Documentation

YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Code Provision. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

Have you submitted supporting documentation for each benefit offered? _Yes _ No

Section 4. Executing the Document

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, ____

_____ _____

Signature **Mailing Address**

_____ _____

Name of Signatory **City, State, Zip Code**

_____

Title

MIAMIBEACH

CITY OF MIAMI BEACH
REASONABLE MEASURES APPLICATION

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Department of Procurement Management **ONLY IF** you:

A. Have taken all reasonable measures to end discrimination in benefits;
B. Are unable to do so; and
C. Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
2. The dates on which such benefits providers were contacted;
3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)	**Mailing Address of Company**
Signature	**City, State, Zip**
Name of Signatory (please print)	**Telephone Number**
Title	**Date**

Definition of Terms

A. Reasonable Measures

The City of Miami Beach will determine whether a City Contractor has taken all reasonable measures provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

1. The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
2. The existence of benefits providers willing to offer equal benefits to the City Contractor; and
3. The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

B. Cash Equivalent

"Cash Equivalent" means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employees' Domestic partner (or spouse, if applicable). The Cash Equivalent is equal to the employer's direct expense of providing Benefits to an employee for his or her spouse.

Cash Equivalent. The cash equivalent of the following benefits apply:

A. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for death of a spouse. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.
B. For health benefits, the cost to the Contractor of the Contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains the such insurance in force for himself or herself.
C. For family medical leave, cash payments for the number of days that would be allowed as time off for an employee to care for a spouse that has a serious health condition. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.

CITY OF MIAMI BEACH
SUBSTANTIAL COMPLIANCE AUTHORIZATION FORM

Declaration: Nondiscrimination in Contracts and Benefits

This form, and supporting documentation, must be submitted to the Department of Procurement Management by entities seeking to contract with the City of Miami Beach that wish to delay ending their discrimination in benefits pursuant to the Rules of Procedure, as set out below.

Fill out all sections that apply. Attach additional sheets as necessary.

A. <u>Open Enrollment</u>

Ending discrimination in benefits may be delayed until the first effective date after the first open enrollment process following the date the contract with the City begins, provided that the City Contractor submits to the Department of Procurement Management evidence that reasonable efforts are being undertaken to end discrimination in benefits. This delay may not exceed two years from the date the contract with the City is entered into, and only applies to benefits for which an open enrollment process is applicable.

Date next benefits plan year begins:

_____

Date nondiscriminatory benefits will be available:

_____

Reason for Delay:

_____
_____
_____
_____
_____
_____

Description of efforts being undertaken to end discrimination in benefits:

_____
_____
_____
_____
_____
_____
_____
_____

B. Administrative Actions and Request for Extension

Ending discrimination in benefits may be delayed to allow administrative steps to be taken to incorporate nondiscriminatory benefits into the City Contractor's infrastructure. The time allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three months. An extension of this time may be granted at the discretion of the Procurement Director, upon the written request of the City Contractor. Administrative steps may include, but are not limited to, such actions as computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Description of administrative steps and dates to be achieved:

_____

_____

_____

_____

_____

If requesting extension beyond three months, please explain basis:

_____

_____

_____

_____

_____

C. Collective Bargaining Agreements (CBA)

Ending discrimination in benefits may be delayed until the expiration of a City Contractor's Current collective bargaining agreement(s) where all of the following conditions have been met:

1. The provision of benefits is governed by one or more collective bargaining agreement(s);
2. The City Contractor takes all reasonable measures to end discrimination in benefits either by requesting that the Unions involved agree to reopen the agreements in order for the City Contractor to take whatever steps necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreements; and
3. In the event that the City Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, the City Contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized in writing by the Procurement Director, this cash equivalent payment must begin at the time the Unions refuse to allow the collective bargaining agreements to be reopened, or in any case no longer than three (3) months from the date the contract with the City is entered into.

For a delay to be granted under this provision, written proof must be submitted with this form that:

- The benefits for which the delay is requested are governed by a collective bargaining agreement;
- All reasonable measures have been taken to end discrimination in benefits (see Section C.2, above); and
- A cash equivalent payment will be provided to eligible employees for whom benefits are not available.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)	Mailing Address of Company
Signature	City, State, Zip
Name of Signatory (please print)	Telephone Number
Title	Date

DRAFT

00305. AWARD METHODOLOGY

1. The evaluation of proposals will proceed in a two-step process. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results.

2. **Step 1 Evaluation:** An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below. In doing so, the Evaluation Committee may:
   a. Review proposals received and short-list one or more proposers to be considered during Step 2 of the evaluation; or
   b. Review proposals received and interview or receive presentations from one or more proposers in order to develop a short-list of one or more proposers to be considered during Step 2 of the evaluation.

3. **Qualitative Criteria:**

Step 1 - Qualitative Criteria	Maximum Points
Qualifications of Contractor & Key Personnel	15
Qualifications of Design Engineer & Key Personnel	15
Understanding of the Project/ Project Approach/Risk Assessment Plan	15
Past Work Performance Evaluation Surveys	5
Prior Work History as a Team	5
Willingness to meet time and budget requirements as demonstrated by past performance	5
TOTAL POSSIBLE STEP 1 POINTS	**60**

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4. **Step 2 Evaluation:** Following the results of Step 1 Evaluation of Qualitative criteria, the proposers **may** receive additional points to be added by the Department of Procurement Management to those points earned in Step 1. Proposer must submit qualifying evidence with their proposals in order to receive points in the category.

Step 2 Evaluation Points	
Price	20
Dun & Bradstreet (D&B) Supplier Evaluation Risk Score	5
Certified disadvantaged business enterprise (DBE) participation.	5
Recent, current, and projected workloads of the firms	5
The volume of work previously awarded to each firm by the City.	5
Miami Beach-Based Vendor	5
Veterans and State-Certified Service-Disabled Veteran Business Enterprises	5
TOTAL POSSIBLE STEP 2 POINTS	**50**

* Points Awarded for Miami Beach-Based Vendors and Veteran's Preference shall be in accordance to City Code.

5. **Price:** Points awarded to the proposer for Price considerations shall be developed in accordance with the following formula:

Sample Objective Formula for Cost and Supplier Risk Score				
Vendor	**Vendor Cost Proposal**	**Example Maximum Allowable Points**	**Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points)**	**Total Points Awarded**
Vendor A	$100.00	20	**$100 / $100 X 20 = 20**	20
Vendor B	$150.00	20	**$100 / $150 X 20 = 13**	13
Vendor C	$200.00	20	**$100 / $200 X 20 = 10**	10

6. **D&B Risk Score**: The Dun & Bradstreet Risk score shall be received from the D&B Supplier Evaluation Report to be submitted to the City directly by D&B at the request and expense of the proposer. Points shall be awarded in accordance with the following criteria:

Sample Objective Formula for Supplier Risk	
Vendor D & B Risk Level	**Total Points Awarded**
Low (1 – 3.5)	5
Medium (3.6 – 6.5)	3
High (6.6 – 9)	0

7. **Certified Disadvantaged Business Enterprise (DBE) participation:** Five (5) additional points may be awarded to the Proposer if either the Prime Consultant or the sub-Consultant team submits verifiable evidence of DBE certification. Accepted DBE certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County.

8. **Recent, current, and projected workloads:** All Proposers shall submit verifiable evidence of recent, current, and projected workloads for Committee Evaluation. Proposers shall submit at a minimum Project Titles, descriptions, percentage completed, anticipated completion date, and a point of contact (phone and e-mail) for each project for verification purposes. Proposers may receive up to five (5) additional points apportioned via a formula similar to the Price Formula in **Section 00305.5. Price** above.

9. **Volume of work previously awarded to each firm by the City**: All Proposers shall submit verifiable evidence of the volume of work previously awarded by the City. Proposers shall submit at a minimum Project Titles, descriptions, percentage completed, anticipated completion date, and a point of contact (phone and e-mail) for each project for verification purposes. Up to five (5) additional points may be awarded to those Proposers that have previously provided services to the City.

10. The results of Step 1 & 2 will be forwarded to the City Manager who may recommend to the City Commission the proposer(s) s/he deems to be in the best interest of the City. The City Manager's recommendation need not be consistent with the scoring results identified herein and shall be pursuant to Miami Beach City Code Section 2-369, including the following considerations:

    (1) The ability, capacity and skill of the bidder to perform the contract.
    (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
    (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
    (4) The quality of performance of previous contracts.
    (5) The previous and existing compliance by the bidder with laws and Code Provisions relating to the contract.

11. **Aggregate Ranking:** Points shall be awarded to each Proposer by each Evaluation Committee Member in accordance with the tables above for each category and then shall be subsequently ranked. These ranking scores shall be tabulated and the Proposer with the lowest, overall aggregate ranking score shall be recommended for award to the City Commission.

a. **Example of Aggregate Ranking:**

Table 1: Evaluation Committee Results							
	Committee Member A		Committee Member B		Committee Member C		**Aggregate Ranking**
	Raw Score	**Rank**	Raw Score	Rank	Raw Score	Rank	
Proposer A	93	**1**	93	1	90	2	**4**
Proposer B	92	**2**	85	3	94	1	**6**
Proposer C	90	**3**	91	2	89	3	**8**

*In this example, Proposer A has the lowest, overall aggregate ranking and is therefore recommended award to the City Commission.

13. The City Manager's award recommendation will be presented to the City Commission for approval, modification and approval, or rejection.

14. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected respondent(s) has (or have) done so. **By submitting a proposal, all Proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation / selection process until and unless a contract has been agreed to and signed by both parties.**

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00315. PROPOSAL SUBMISSION REQUIREMENTS

Proposal packages must contain the following documents, each fully completed, and signed as required. Proposal packages which do not include all required documentation, or are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed non-responsive. The City reserves the right to request any documentation omitted, with exception of the Proposal Price form. Proposer must submit the documentation within three (3) calendar days upon request from the City, or the proposal may be deemed non-responsive. Non-responsive proposal packages will receive no further consideration.

1. FORMAT FOR SUBMITTAL

Each Proposer must submit a proposal package that will consist of the following:

- Proposer Qualifications/Methodology: This section will outline the approach to the project and explain the Proposer's understanding of the scope and challenges that the project entails. The technical package will also include a project schedule and a completed risk assessment plan.
- Price Proposal in the format presented in Section 00408 in a separate sealed envelope. This will indicate the total cost for the project.

Proposers may not dictate the circumstances under which the documents are deemed to be confidential. Only the State Legislature may determine which public records are subject to disclosure and which are not. Moreover, a private party cannot render public records exempt from disclosure merely by designating as confidential the material it furnishes to the City. The desire of the private party to maintain privacy of certain materials filed with the City is of no consequence unless such materials fall within a legislative created exemption to Chapter 119, Florida Statutes.

2. CONTENTS OF QUALIFICATION STATEMENT

Proposal packages must contain the following documents, each fully completed, and signed as required. Proposal packages which do not include all required documentation, or are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed non-responsive. The City reserves the right to request any documentation omitted, with exception of the Proposal Price form. Proposer must submit the documentation within three (3) calendar days upon request from the City, or the proposal may be deemed non-responsive. Non-responsive proposal packages will receive no further consideration.

2.1 IDENTIFICATION PAGE AND TABLE OF CONTENTS: Proposer shall provide an Identification Page including the following information:

2.1.1 Name of Proposer. (Note: if co venture, specify)
2.1.2 Address of submitting Proposer. (Note: if co venture, specify)
2.1.3 E-mail address for the appropriate contact person at the submitting company.
2.1.4 Phone number and facsimile number of submitting Proposer.
2.1.5 Federal Tax Identification Number for submitting Proposer.

2.1.6 Declaration regarding company organization, whether as Corporation, Partnership, or other. (Note: if co venture, specify)
2.1.7 Signature of an officer or other individual of the submitting Proposer who has the authority to bind said Proposer.
2.1.8 Printed name of the authorized signing officer or other individual.
2.1.9 Title of the authorized signing officer.
2.1.10 Date of signature.
2.1.11 Table of Contents.

2.2 PROJECT TEAM: It is a requirement of the project that the Proposer, staff the project with competent individuals, and qualified supervisory personnel. To that end, the Proposer shall provide:

2.2.1 An organizational chart listing the proposed key personnel, their qualifications and their roles in the project, resumes which shall include educational background, work experience, employment history, and any other pertinent information. Where applicable, proposed team members shall also submit current and valid certifications and/or licenses for their individual scope of supervision. At a minimum, the Proposer shall include the following proposed project team members:

2.2.1.1 Project Manager
2.2.1.2 Final Design Manager
2.2.1.3 Final Design Engineer(s)
2.2.1.4 Construction Superintendent
2.2.1.5 Underground Utility Superintendent Foreman

2.2.2 A staffing plan that clearly illustrates the key elements of the organizational structure proposed to accomplish the management, design, construction, inspection and administrative services required. The staffing plan should indicate the availability of the personnel proposed to work on the Project. The staffing plan should also indicate the name of the individual who will serve as the primary contact with City. Proposer shall clearly detail the role of all of the Sub-consultants and/or Sub-contractors proposed for the Project.

2.3 RESIDENTIAL STREETSCAPE EXPERIENCE: Each Proposer shall demonstrate their experience in the Final Design and Construction of neighborhood streetscape or residential redevelopment projects, including approximately ten (10) years of experience in Right of Way (ROW) and infrastructure improvements, which may consist of the following components:

2.3.1 Design and construction of roadways, including pavement markings and signing;
2.3.2 Design and construction of site concrete work such as curb and gutter and sidewalk construction;
2.3.3 Design and construction of stormwater collection and disposal facilities; including pumping stations
2.3.4 Design and construction of underground utilities, i.e. water distribution and sanitary sewer collection;

2.3.5 Design and construction of landscaping features;
2.3.6 Design and construction of irrigation system.
2.3.7 Design and construction of street lighting system.
2.3.8 Each Proposer shall furnish a list of all projects demonstrating experience encompassing the above referenced components. Projects must illustrate familiarity with all of the following aspects: underground utility construction; storm water collection and disposal; and site concrete work. All projects must demonstrate experience within existing traveled roads where traffic must have been maintained. Projects must have a minimum value of $1,000,000 each. In order to properly evaluate the proposals, the City requests that each Proposer submit project references for previous projects completed within the last five (5) years that include the following information and components:

2.3.8.1 Project name
2.3.8.2 Project location
2.3.8.3 Brief description of work performed
2.3.8.4 Names, addresses, telephone number, fax number, and contact name for the following:

2.3.8.4.1 Owner or Agency
2.3.8.4.2 Architect or Landscape Architect, or Engineering Consultant
2.3.8.4.3 General Contractor (if work performed as a Sub Contractor)
2.3.8.4.4 Name of General Contractor's project manager and field superintendent
2.3.8.4.5 Awarded contract amount and final contract amount
2.3.8.4.6 Explanation of differences between awarded and final contract amounts, if difference exceeded 5%
2.3.8.4.7 Date of project completion. The Proposer should reference if the project was completed on time

2.3.8.5 A checklist or description of the following types of construction encountered on the project, if applicable:

2.3.8.5.1 Traffic control
2.3.8.5.2 Maintenance of access for pedestrians to businesses or residences
2.3.8.5.3 Underground utility construction
2.3.8.5.4 Erosion control and storm water pollution prevention measures
2.3.8.5.5 Drainage collection and / or disposal system
2.3.8.5.6 Irrigation systems
2.3.8.5.7 Landscape planting
2.3.8.5.8 Other: List as may apply

2.4 PERFORMANCE EVALUATION SURVEYS: Please provide your client with the Performance Evaluation Letter and Survey attached herein this RFP, and request that your client submit the completed survey to Theo Carrasco, at the following e-mail srico@miamibeachfl.gov. **Please understand that the City will not accept Client Surveys being sent to our office from the office of the Proposer,** Surveys must be sent to the Department of Procurement Management from your client's office(s). Proposers are solely responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and

confirm any information submitted in this process. Such verification may include, but not be limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

2.5 FINANCIAL STATEMENTS

2.5.1 D&B Suppler Evaluation Report. The prospective Provider shall pay D&B to send the Supplier Qualifier Report (SQR) to the prospective Provider and the Department through electronic means. The cost of the preparation of the D&B report shall be the responsibility of the prospective Provider. The prospective Provider shall request the report from D&B at **https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696**

2.5.2 In addition to the D&B information, the City may require proposers shall submit financial statements for each of their last two complete fiscal years within ten (10) calendar days, upon written request. Such statements should include, as a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). When the submittal is from a co-venture, each Proposers involved in the co-venture must submit financial statements as indicated above.

2.5.3 Proposers shall provide proof of bonding capacity suitable for the scope of work.

2.6 PROJECT APPROACH: Proposer will be required to submit a narrative of its team's approach to the project. This narrative should include:

2.6.1 A management plan including, techniques for 'partnering' with the community's merchants, tenants and residents and its approach to a project of this nature with construction activities as described in the Scope.

2.6.2 The Proposer shall provide a detailed description of the key Project activities, to include final design and construction activities approach;

2.6.3 The Proposer shall illustrate complete understanding of the scope of work for all components of the project. The narrative shall address methodology, sequencing and phasing of the various work efforts.

2.6.4 The Proposer shall describe the efforts involved in coordinating with Florida Power and Light (FPL), AT&T and Atlantic Broadband (ABB).

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

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

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

3. DESIGN-BUILD BID SECTION

3.1 COST INFORMATION: Proposal packages must include a sealed envelope with Sections 00400 and 00408. Proposal Tender Forms must be properly executed by authorized officers of the proposing company.

3.2 PROJECT SCHEDULE: The Proposer shall submit a Preliminary Project Schedule with the submittal. The Preliminary Project Schedule shall include all anticipated major milestones and their associated phasing with other activities, including completion of the Project within the specified time detailed in the Proposal Documents, coordination efforts and issues requiring the City's involvement and necessary reviews. At a minimum, the Preliminary Project Schedule must address the following milestones and activities:

3.2.1 Design Schedule & Submittals
3.2.2 Design Phase Reviews by the City – Assume 4 weeks
3.2.3 Community Involvement
3.2.4 Permitting
3.2.5 Utility Coordination/Relocation
3.2.6 Start of Construction
3.2.7 Major Construction Activities and Phasing
3.2.8 Final Completion Date for all Work.

Note: The maximum design and construction time for the Project ("Maximum Allowable Contract Time") shall not exceed five hundred and seventy (570) calendar days as per the "Design Criteria" document. In this Project Approach section, the Proposer is to demonstrate the ability to meet or reduce the estimated Maximum Allowable Contract Time.

4. Any forms and/or documents provided in this RFQ document.

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
DEPARTMENT OF PROCUREMENT MANAGEMENT
Tel: 305-673-7000 ext. 6230; Fax: 786-394-4624

Date_____

To:_____
(Client's Name)

Individual Providing the Survey Response:_____
Phone:_____
Fax:_____
E-mail:_____

Subject: Performance Evaluation of _____
(Construction firm and/or Project Manager/Superintendent)

Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information on various Contractors that have the qualifications, experience and successful project completions on past municipal and private construction projects. The information will be used to assist City of Miami Beach in the selection of a qualified firm that can provide design/build services for Right-of-Way Infrastructure Improvement for Sunset Islands 3 & 4.

The company listed in the **subject** line has chosen to participate in this program. They have listed you as a past client that they have done work for. Both the company and City of Miami Beach would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you have difficulty or cannot decipher the question's meaning, please provide your best judgment and score accordingly. **Please return this questionnaire to Sandra Rico by 3 p.m. on the due date listed above or earlier,** by fax: 786-394-4404 or e-mail srico@miamibeachfl.gov.

Please provide one Survey for the Contractor and one Survey for the Construction Project Manager or Construction Superintendent who directly worked on your project. Thank you for your time and effort.

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
DEPARTMENT OF PROCUREMENT MANAGEMENT
Tel: 305-673-7000 ext. 6230; Fax: 786-394-4624

CONSTRUCTION PERFORMANCE EVALUATION SURVEY
RFP 051-2014SR

Project Name: _____

Name of Proposing Firm Being Recommended_____

Phone and/or e-mail of the above Proposing Firm:_____

Please evaluate the performance of the Proposer's firm on a scale of 1-10, with 10 meaning you are very satisfied and have no questions about hiring them again, and 1 meaning you would never hire them again because of very poor performance.

NO	CRITERIA	UNIT	
1	Ability to manage the project cost (minimize change orders)	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, tax clearance, etc. submitted promptly)	(1-10)	
6	Communication, explanation of risk, and documentation	(1-10)	
7	Ability to follow the users rules, regulations, and requirements (housekeeping, safety, etc...)	(1-10)	
8	Overall customer satisfaction and hiring again based on performance (comfort level in hiring contractor again)	(1-10)	

Overall Comments:

_____

_____

Company providing Referral: _____
Contact Name: _____
Contact Phone and e-mail: _____
Date of Services: _____
Dollar Amount for Services: _____

Please return this questionnaire to Sandra Rico by the RFP due date via fax: 786.394.4404 or email srico@miamibeachfl.gov.

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
DEPARTMENT OF PROCUREMENT MANAGEMENT
Tel: 305-673-7000 ext. 6230, Fax: 786-394-4624

ARCHITECTURAL/ENGINEERING PERFORMANCE EVALUATION SURVEY
RFQ 051-2014SR

Date: _____

Company Name: _____

Point of Contact: _____

Phone and Email: _____

Please evaluate the performance of the company (1 – poor; 10 – excellent).

NO	CRITERIA	UNIT	SCORE
1	Ability to manage the project cost (minimize change orders)	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, tax clearance, etc. submitted promptly)	(1-10)	
6	Communication, explanation of risk, and documentation	(1-10)	
7	Ability to follow the users rules, regulations, and requirements (housekeeping, safety, etc...)	(1-10)	
8	Overall customer satisfaction and hiring again based on performance (comfort level in hiring contractor again)	(1-10)	

Overall Comments:

_____

_____

Company providing Referral: _____
Contact Name: _____
Contact Phone and Email: _____
Date of Services: _____
Dollar Amount for Services: _____

Please return this questionnaire to Sandra Rico by the RFP due date via fax: 786.394.4404 or email srico@miamibeachfl.gov.

00320. RISK ASSESSMENT PLAN GUIDE

Introduction

The purpose of the Risk Assessment Plan (RAP) is to capture the contractor's ability to preplan (identify the risks that the contractor may not directly control and that may negatively impact the project's cost and schedule, as well as the client's expectations of quality and performance). The description of the risks identified in the RAP should not have any additional cost or time, but are risks that the contractor will try to minimize.

The RAP is used to:

1. Assist the client in prioritizing firms based on their ability to understand the risks of a project and their plan to mitigate those risks.
2. Provide high performing vendors the opportunity to differentiate themselves due to their experience and expertise through value-added offerings.
3. Giving the competitive edge to experienced companies who have successfully completed similar work before, who can plan the job from beginning to end, and who know how to minimize the risk.
4. Provide a mechanism for the high performers to regulate the low performers by ensuring that if they are not selected, the selected company will minimize the risk and provide the client with a comparable performance.

The RAP document or portions thereof, submitted by the successful proposer may be included within the contract documents. The City of Miami Beach reserves the right to accept or reject any of the risk items. Additionally, the successful proposer will be required to submit a justification of the cost associated with any of the value-added offerings in their Risk Assessment for analysis by the City upon request.

In addition to the above, the risks identified on the Risk Assessment Plans or portions thereof, of the unsuccessful proposers may become part of the Quality Control Plan that will be prepared by the successful proposer as a result of value engineering, during the Pre-contract execution phase, with the City.

RAP/VAS Plan Format

The format for the RAP/VAS is attached. Within the RAP/VAS, the contractors should clearly address the following items in a non-technical manner:

1. List and prioritize major risk items or decisions to be made that are unique to this project. This includes items that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the City.
2. Explain how risk will be avoided / minimized. If the contractor has a unique method to minimize the risk, it should be clearly explained.
3. Propose any options that could increase the value (expectation or quality) of their work. List any value-added alternates that the contractor is bringing to the project.
4. Attach a Preliminary Project Schedule.

Length - The City's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants, especially those who will not get the project. Therefore, the RAP/VAS should be a brief, well organized and concise. The RAP must not exceed 2 pages, does not include the preliminary project schedule or the phasing plan, these are additional.

Organization - Outline format. The attached format is only a sample.

Impact of Risks

Risks are any concerns, events, and issues not covered by the contract documents that your firm and your sub-contractor(s) may not directly control but which you should be prepared to address and mitigate throughout the duration of the project as part of your submittal. These are the most critical items that can impact the project's cost, schedule time, and the City's quality expectations. The risks should be prioritized, or listed in order by the greatest risks at the top to the lowest risk in descending order. The description of the risks identified in the RAP/VAS should not have any additional cost or time, but are risks that the contractor will try to minimize.

Rating of Risk Assessment Plan/Value Added Submittals

The RAP/VAS will be rated by the Administration assigned to this project.

Key elements of the RAP/VAS should include:

- Identification and description of potential risks and plans to minimize/mitigate each risk.
- Presentation of value-added options or alternates, with a clear description of associated benefit, and impact (+/-) on project's cost and schedule.
- The Preliminary Project Schedule.

Checklist for the RAP/VAS

- Are risks listed, high impact risks? (Do not list risks that you can easily handle unless you perceive others are not doing it)
- Does the RAP/VAS include all service, quality control processes; documentation that you do that your competition does not.
- Are Public Relation risks such as interfacing with project managers, users of the facility, or audit/inspection personnel included?
- Is a preliminary project schedule included?
- Does your RAP/VAS plan differentiate you? By how much?
- Would your RAP/VAS make technical and non-technical individuals comfortable with hiring you?
- Are the pages numbered?
- Did you print one (1) original and ten (10) copies of your RAP/VAS and enclose them in a sealed envelope?

If all items are checked, your risk assessment plan is ready to submit.

Organization - Outline format. The attached format is only a sample.

Risk Assessment Plan / Value-Added Submittals Format

Identify project potential risks that your firm and your sub-contractor(s) may not directly control and your plan to minimize each risk – included as part of your base submittal. Prioritize the risks, listing the greatest risk first. You may add to the list as necessary. The description of the risks identified in the RAP should not have any additional cost or time, but are risks that the contractor will try to minimize. **ALL RISKS IDENTIFIED HEREIN THAT CONTAIN COST OR TIME ELEMENTS MUST BE INCLUDED IN YOUR BASE PROPOSAL PRICE.** DO NOT INCLUDE ADDITIONAL COSTS IN YOUR RISK ASSESSMENT PLAN.

Major Risk Items

Risk 1: **Plan to Minimize Risk:**
Risk 2: **Plan to Minimize Risk:**
Risk 3: **Plan to Minimize Risk:**
Risk 4: **Plan to Minimize Risk:**
Risk 5: **Plan to Minimize Risk:**
Risk 6: **Plan to Minimize Risk:**
Risk 7: **Plan to Minimize Risk:**
Risk 8: **Plan to Minimize Risk:**
Risk 9: **Plan to Minimize Risk:**
Risk 10: **Plan to Minimize Risk:**

DRAFT

Value Added Options or Alternates (how you will differentiate yourself from others)

Identify any proposed value-added options, or alternate services, not included in your base submittal, with a brief description of how they add value to the project. Identify if each item will increase or decrease project schedule, cost, or expectation. You may add/delete to the list as necessary. **Cost impact of any Value Added Options listed below should NOT be included in the Base Proposal Price. Schedule impact of any Value Added Options listed below should NOT be included in the Baseline Schedule.**

Item 1:		
Impact:	**Cost, $ / Credit ($)**	**Schedule, + Days / (-) Days**

Item 2:		
Impact:	**Cost, $ / Credit ($)**	**Schedule, + Days / (-) Days**

Item 3:		
Impact:	**Cost, $ / Credit ($)**	**Schedule, + Days / (-) Days**

Item 4:		
Impact:	**Cost, $ / Credit ($)**	**Schedule, + Days / (-) Days**

Attach a Preliminary Project Schedule
(Do not include schedule impact from Value-Added Options)

Provide a Summarized Construction Phasing Plan

DRAFT

00400. PROPOSAL TENDER FORM

Submitted: _____
Date

City of Miami Beach, Florida
1700 Convention Center Drive
Miami Beach, Florida 33139

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

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

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

REQUEST FOR PROPOSALS (RFP) No. 051-2014SR
DESIGN/BUILD SERVICES FOR NEIGHBORHOOD NO. 8: SUNSET ISLANDS 3 & 4
RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS

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

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

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the Project Manual:

_____

_____

_____

Attached is a Bid Bond [ ], Cash [ ], Money Order [ ], Unconditional Letter of Credit [ ], Treasurer's Check [ ], Bank Draft [ ], Cashier's Check [ ], or Certified Check [ ] No. _____ Bank of _____ for the sum of _____ Dollars ($_____).

The Proposer shall acknowledge this proposal by signing and completing the spaces provided below.

Name of Proposer: _____

City/State/Zip: _____

_____

Telephone No.: _____

Social Security No. or Federal I.D.No.:_____ Dun and Bradstreet No.:_____ (if applicable)

If a partnership, names and addresses of partners:

_____

_____

_____

(Sign below if not incorporated)

WITNESSES: _____ (Type or Print Name of Proposer)

_____

_____ (Signature)

_____

_____ (Type or Print Name Signed Above)

(Sign below if incorporated)

ATTEST: _____
(Type or Print Name of Corporation)

_____
Secretary

_____
(Signature and Title)

(CORPORATE SEAL)

_____
(Type or Print Name Signed Above)

Incorporated under the laws of the State of: _____

DRAFT

00405. CITY OF MIAMI BEACH LICENSES, PERMITS AND FEES:

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

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

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

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

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

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

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

b) If a Dade County Licensed Contractor:

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

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

REQUEST FOR PROPOSALS (RFP) No. 051-2014SR
DESIGN/BUILD SERVICES FOR NEIGHBORHOOD NO. 8: SUNSET ISLANDS 3 & 4
RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS

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

PERMITS

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

- Class II Surface Water Permit
- Class V Dewatering Permit
- Drainage Well Permit
- File Notice of commencement with SFWMD and RER

II. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)

- Notice of Intent to Use Generic Permit for Storm Water Discharge from Large and Small Construction Activities
- National Pollutant Discharge Elimination System (NPDES) permit

III. MIAMI-DADE TRAFFIC ENGINEERING DEPARTMENT

IV. MIAMI-DADE WATER AND SEWER DEPARTMENT (WASD)

V. FLORIDA POWER AND LIGHT (FPL)

VI. CITY OF MIAMI BEACH PUBLIC WORKS DEPARTMENT

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

VII. SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD)

00407. CONSIDERATION FOR INDEMNIFICATION OF CITY

Consideration for Indemnification of City **$25.00**

[X] Cost for compliance to all Federal and State requirements of the Trench Safety Act*

[NOTE: If the brackets are checked or marked, the Proposer must fill out the Trench Safety Act sheet, to be considered responsive.]

DRAFT

00408. RFP (GMP) PRICE FORM

REQUEST FOR PROPOSALS (RFP) No. 051-2014SR
DESIGN/BUILD SERVICES FOR NEIGHBORHOOD NO. 8: SUNSET ISLANDS 3 & 4
RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS

(Please provide this Bid Form in a Sealed Envelope)

1	Professional Services	
2	General Conditions	
3	Pavement and Streetscape Construction	
4	Water and Sewer Construction	
5	Stormwater Collection and Disposal Facility Construction	
6	Electrical Construction	
7	Allowance: Permit Fees	$50,000.00
8	Consideration for Indemnification of City	$25.00
	Grand Total	

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

WRITTEN TOTAL: _____

NAME/TITLE (Print): _____

ADDRESS: _____

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

TELEPHONE NO: _____ **FAX NO:** _____

E-MAIL: _____

FEDERAL I.D. #: _____

SUBMITTED BY: _____

SIGNED: _____

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

00500 SUPPLEMENT TO BID/TENDER FORM:

THIS COMPLETED FORM SHOULD BE SUBMITTED WITH THE PROPOSAL; HOWEVER, ANY ADDITIONAL INFORMATION NOT INCLUDED IN THE SUBMITTED FORM AS DETERMINED IN THE SOLE DISCRETION OF THE CITY, SHALL BE SUBMITTED WITHIN SEVEN (7) CALENDAR DAYS OF THE CITYS REQUEST.

QUESTIONNAIRE

The undersigned authorized representative of the Proposer certifies the truth and accuracy of all statements and the answers contained herein.

1. How many years has your organization been in business while possessing one of the licenses, certifications, or registrations specified in Section 00405? Additionally, list below or attach a list of all the names of all individuals team members included in this proposal and their respective responsibility.

License/Certification#/Registration# # Years

_____ _____

_____ _____

_____ _____

1A. What business are you in? _____

2. What is the last project of this nature that you have completed?

_____

_____.

3. Have you ever failed to complete any work awarded to you? If so, where and why?

_____

_____.

3A. Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

_____

_____

_____

_____

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

4.1. _____

(name) (address) (phone #)

4.2. _____

(name) (address) (phone #)

4.3. _____

(name) (address) (phone #)

5. List the following information concerning all contracts in progress as of the date of submission of this proposal. (In case of co-venture, list the information for all co-venturers.)

NAME OF PROJECT	OWNER & PHONE #	ORIGINAL CONTRACT VALUE	CURRENT CONTRACT VALUE	DATE OF COMPLETION PER CONTRACT	% OF COMPLETION TO DATE

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Proposer completely inspected the proposed project and does the Proposer have a complete plan for its performance? _____Yes _____No

7. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work:

_____

_____

_____

8. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

8.1 The correct name of the Proposer is _____.

8.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

_____.

8.3 The address of principal place of business is

_____.

8.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

_____

_____

8.5 List all organizations which were predecessors to Proposer or in which the principals or officers of the Proposer were principals or officers.

8.6. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

8.7. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

8.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

8.9. List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

8.10. Has the Proposer, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

8.11. Under what conditions does the Proposer request Change Orders.

8.12 You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

9. Individuals or entities (including our sub-consultants) with a controlling financial interest: _____have _____have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.

10. Has the Corporation, Officers of the Corporation, Principal Stockholders, Principals of the Partnership or Owner of Sole Proprietorship ever been indicted, debarred, disqualified or suspended from performing work for the Federal Government or any State or Local Government or subdivision or agency thereof?

    Yes [ ] No [ ]

11. Are any indictments, debarments, disqualifications, or suspensions referenced on the previous page current?

    Yes [ ] No [ ]

    ****If the answer to 10 or 11 is yes, attach a written detailed explanation.*

12. Is the business entity a Miami Beach based Vendor?

    Yes [ ] No [ ]

    ****If Yes, please submit a copy of a Business Tax Receipt issued by the City of Miami Beach, or documentation to demonstrate that the headquarters is in the City of Miami Beach, or documentation which proves that goods and/or contractual services are being produced or performed, as appropriate, in the City of Miami Beach.*

13. Is the business entity owned by a <u>certified</u> service-disabled veteran, and or a small business owned and controlled by veterans, as defined on Section 502 of the Veteran Benefit Health, and Information Technology Act of 2006, and cited in the Database of Veteran-owned Business?

    Yes [ ] No [ ]

VALIDATION:

The undersigned certifies that the information provided in this questionnaire is correct and accurate.

IF PARTNERSHIP:

_____ _____
Signature Print Name of Firm

_____ _____
Print Name Address

Title: _____

IF CORPORATION:

_____ _____
Signature Print Name of Corporation

_____ _____
Print Name Address

Title: _____

WITNESS:

_____
Signature

_____
Print Name

Title: _____

(CORPORATE SEAL)

Attest: _____Secretary

PREVIEW

00520. SUPPLEMENT TO PROPOSAL TENDER FORM NON-COLLUSION CERTIFICATE

THIS FORM MUST BE SUBMITTED PRIOR TO AWARD FOR PROPOSER TO BE DEEMED RESPONSIBLE.

Submitted this _____ day of _____, 20__.

The undersigned, as Proposer, declares that the only persons interested in this proposal are named herein; that no other person has any interest in this proposal or in the Contract to which this proposal pertains; that this proposal is made without connection or arrangement with any other person; and that this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer agrees if this proposal is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the Proposer and the City of Miami Beach, Florida, for the performance of all requirements to which the proposal pertains.

The Proposer states that this proposal is based upon the documents identified by the following number: **RFP 305-2013TC.**

_____

SIGNATURE

_____

PRINTED NAME

_____

TITLE (IF CORPORATION)

DRAFT

00530. SUPPLEMENT TO PROPOSAL TENDER FORM
DRUG FREE WORKPLACE CERTIFICATION

THIS FORM MUST BE SUBMITTED PRIOR TO AWARD FOR PROPOSER TO BE DEEMED RESPONSIVE.

The undersigned Proposer hereby certified that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The Proposer's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

(5) Notifying the City in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
(i) Taking appropriate personnel action against such employee, up to and including termination; or
(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs(1) through (6).

_____
(Proposer Signature)

_____
(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____as
(name of person whose signature is being notarized)
_____ (title) of _____,
(name of corporation/company)
known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____
(Signature)

_____
(Print Name)

My commission expires:_____

DRAFT

00540. SUPPLEMENT TO PROPOSAL TENDER FORM TRENCH SAFETY ACT

IF APPLICABLE, THIS FORM MUST BE SUBMITTED WITH PROPOSAL FOR THE PROPOSAL TO BE DEEMED RESPONSIVE. (SEE SECTION 00407)

On October 1, 1990 House Bill 3181, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of the signature below, affirms that the Proposer is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Proposer and subcontractors.

The Proposer is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL PROPOSAL PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH PROPOSAL ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

The Proposer further identified the costs and methods summarized below:

Description	Unit	Quantity Price	Unit Price	Extended	Method

Total $_____

DRAFT

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSER MUST COMPLETE* THIS FORM, SIGN AND SUBMIT IT WITH ITS PROPOSAL DOCUMENT.

_____
Name of Proposer

_____
Authorized Signature of Proposer

***COMPLETION REQUIRES FILLING IN THE APPROPRIATE DETAILS UNDER THE HEADINGS, (i.e. DESCRIPTION, UNIT, QUANTITY PRICE, UNIT PRICE, EXTENDED, AND METHOD).**

DRAFT

00550. RECYCLED CONTENT INFORMATION

In support of the Florida Waste Management Law, Proposers are encouraged to supply with their proposal, any information available regarding recycled material content in the products proposed. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The City also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

DRAFT

00600. SAMPLE CONTRACT:

NOTE: THE FOLLOWING AGREEMENT IS INCLUDED IN THIS RFQ FOR EXAMPLE PURPOSES ONLY. THE CITY RESERVES THE RIGHT OT NEGOTIATE, ANY OR ALL TERMS AND CONDITIONS HEREIN, INCLUDING, WITHOUT LIMITATION, THE INCLUSION OF ADDITIONAL TERMS AND CONDITIONS.

AGREEMENT

Between

CITY OF MIAMI BEACH, FLORIDA

and

_____

for

DESIGN/BUILD SERVICES
FOR NEIGHBORHOOD NO. 8: SUNSET ISLANDS 3 & 4
RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS

This is an Agreement (the "Agreement") between the CITY OF MIAMI BEACH, FLORIDA, a not for profit corporation of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

AND

_____, its successors and assigns, hereinafter referred to as "DESIGN/BUILD FIRM."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and DESIGN/BUILD FIRM agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

Whenever the following terms or pronouns in place of them appear in this Agreement the intent and meaning shall be interpreted as follows:

1.00 Applicable Laws: All federal, state, county, and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Project and any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws may be amended from time to time to perform the Work

1.01 Change Order: To the extent permitted under this Agreement, a fully executed written document authorizing a change in the Contract Price or Contract Time or a material change in the Work.

1.02 City: The CITY (or Owner) shall mean the City of Miami Beach, a Florida municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, which is a party hereto and/or for which this Contract is to be performed. In all respects hereunder, CITY's performance is pursuant to CITY's position as the owner of a construction project. In the event CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to CITY's regulatory authority as a governmental body and shall not be attributable in any manner to CITY as a party to this Contract.

1.03 City Commission: City Commission shall mean the governing and legislative body of the CITY.

1.04 City Manager: City Manager shall mean the Chief Administrative Officer of the CITY.

1.05 Construction Documents Phase: The phase in which DESIGN/BUILD FIRM will consult with the Contract Administrator and prepare the Construction Documents for the Project, based upon the DCP, for review and approval of the CITY (including, without limitation, any and all applicable CITY departments) and any applicable regulatory agencies.

1.06 Construction Manager: The Construction Manager is the authorized individual or firm which is the representative of DESIGN/BUILD FIRM who will administer/manage the construction effort on behalf of the DESIGN/BUILD FIRM.

1.07 Construction Manager Representative: An authorized representative of Construction Manager assigned to the Project site to perform those services detailed in Article 17.

1.08 Construction Phase: The phase of services which constitutes DESIGN/BUILD FIRM's administration of the construction of the Project and all activities necessary for the completion of the Project.

1.09 Consultant: The registered architect, professional engineer, professional land surveyor, civil engineer, architect and/or registered landscape architect who has contracted with or who is employed by DESIGN/BUILD FIRM to provide professional services for the design of the Project and who is licensed by the State of Florida to provide said services

1.10 Contract: This Agreement and all addenda, exhibits and amendments thereto between the CITY and the DESIGN/BUILD FIRM for this Project, all as defined herein. Contract shall also mean the same as Agreement.

1.11 Contract Administrator: The CITY's Capital Improvement Projects Office Director, or his designee, shall be designated as the Contract Administrator for matters concerning the Agreement.

1.12 Contract Documents: This Agreement, as approved by the Mayor and City Commission, pursuant to and subject to the conditions of City Resolution No. 2013-xxxxx, and executed by

the Mayor and City Clerk, and any addendums, exhibits or amendments thereto; Change Orders; the performance bond and payment bonds; the DCP; the Construction Documents, including but not limited to, Plans and Specifications (as approved and permitted) as prepared by the DESIGN/BUILD FIRM in general accordance with the DCP, computerized Critical Path Method (CPM) Project Schedule and Schedule of Values; and any additional documents the submission of which is required by this Agreement. When reference is made in the Contract Documents to publications, standards or codes issued by associations or societies, the intent shall be to specify the current or adopted edition of such publication or standard including revision and effect on the date of the issuance of all applicable permits.

1.13 Contract Time: The original time between Project commencement and Project completion, including any milestone dates thereof, established in Article 6 of the Contract, as may be amended by Change Order.

1.14 Contract Price: The Guaranteed Maximum Price agreed to between DESIGN/BUILD FIRM and the CITY. The Contract Price is not subject to increase, except as expressly allowed within the Contract Documents.

1.15 Design/Build Firm: _____, its successors and assigns, is the DESIGN/BUILD FIRM selected to perform the Work pursuant to this Agreement, and is the person, firm or corporation liable for the acceptable performance of, and payment of all legal debts pertaining to, the Project. All references in the Contract Documents to third parties under contract or control of DESIGN/BUILD FIRM shall be deemed to be a reference to DESIGN/BUILD FIRM. The DESIGN/BUILD FIRM will be responsible for the provision, installation, and performance of all equipment, materials, and services offered. The DESIGN/BUILD FIRM is in no way relieved of the responsibility for the performance of all equipment furnished.

1.16 Design Criteria Package (DCP): DCP shall mean those certain conceptual plans and specifications and performance oriented drawings or specifications of the Project, as prepared and sealed by the Design Criteria Professional, and in compliance with the requirements of Section 287.055, Florida Statutes.

1.17 Design Criteria Professional: Design Criteria Professional shall mean the individual or entity who/which holds a current certificate as a registered engineer under Chapter 471 to practice engineering and who is employed by or retained by the CITY to provide professional services in compliance with the requirements of Section 287.055, Florida Statutes, and in connection with the preparation of the DCP; who shall review and provide recommendations regarding the Construction Documents prepared by the DESIGN/BUILD FIRM for the Project; and evaluate compliance of Project construction with the DCP.

1.18 Field Order: A written order issued by the Contract Administrator or Project Manager which orders minor changes in the Project but which does not involve a change in the Contract Price or Contract Time or a material change in the Work.

1.19 Final Completion: The date certified by the Project Manager or the Design Criteria Professional that all conditions of the permits and regulatory agencies have been met; all construction, including corrective and punch list work, has been performed; all administrative requirements of the Contract Documents have been completed; and CITY has received from DESIGN/BUILD FIRM all necessary documentation, as deemed by the CITY, including but not limited to the following: all final releases of liens, consent of surety, release of claims by

DESIGN/BUILD FIRM, corrected as-built drawings, a final bill of materials, executed final adjusting Change Order, final invoice, "before and after" electronic DVD's (including, without limitation, electronic DVD's of stormwater lines and outfalls within the Project limits), copies of pertinent test results, correspondence, warranties, guarantees, operational manuals, spare parts, service contracts and tools.

1.20 [Intentionally Deleted].

1.21 Contractor: _____, its successors and assigns (the DESIGN-BUILD FIRM) shall also be the general contractor which shall perform the Work pursuant to this Agreement.

1.22 Hazardous Materials: As used in this Contract the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

(a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

(b) is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

(c) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or

(d) is any other material or substance giving rise to any liability, responsibility or duty upon the CITY with respect to any third person under any Hazardous Materials Law.

1.23 Hazardous Materials Laws: As used in this Contract, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801 et seq.), and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§6901 et seq.), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

1.24 Material(s): Material(s) incorporated in this Project or used or consumed in the performance of the Work.

1.25 GUARANTEED MAXIMUM PRICE: THE MUTUALLY AGREED UPON CONTRACT PRICE TO BE PAID TO THE DESIGN/BUILD FIRM, AND THAT THE DESIGN / BUILD FIRM GUARANTEES NOT TO EXCEED, FOR ALL LABOR, EQUIPMENT, AND MATERIALS TO DESIGN, PERMIT, ADMINISTER, COORDINATE, INSPECT, CONSTRUCT, AND INSTALL THE PROJECT WITHIN THE CONTRACT TIME. THE GUARANTEED MAXIMUM PRICE IS NOT SUBJECT TO INCREASE, EXCEPT AS EXPRESSLY ALLOWED WITHIN THE CONTRACT DOCUMENTS.

1.26 Notice-to-Proceed: A written document issued by the Contract Administrator informing the DESIGN/BUILD FIRM to officially begin the Project.

1.27 Plans and Specifications: The official graphic and descriptive representations of the Project which, upon written approval of CITY, shall become a part of the Contract Documents.

1.28 Project: The DESIGN/BUILD FIRM will be responsible for the design, construction and construction management of the water main, storm water collection/disposal, electrical, curb/gutter, sidewalk, hardscape, and roadway reconstruction for design/build services for neighborhood no. 8: sunset islands 3 & 4 right-of-way infrastructure improvements project. The Project limits consist of the North Bay Road corridor, including Chase Avenue, bounded by Sunset Drive to the south, Biscayne Bay to the west, and Alton Road to the east and north, including those intersections within the aforementioned project limits, from Biscayne Bay to Alton Road. A DCP has been prepared by the Design Criteria Professional and includes and/or references in such DCP, as the case may be, conceptual construction drawings and technical specifications for the civil engineering and electrical engineering disciplines. The DESIGN/BUILD FIRM shall obtain all necessary permits for the construction of the Project including, but not limited to, the following: Miami-Dade Department of Health, Miami-Dade Department of Environmental Resources Management, Florida Department of Environmental Protection, South Florida Water Management District, Army Corps of Engineers, and the CITY's regulatory departments (i.e. Public Works, Fire, Building, etc.).

1.29 Project Manager: An authorized representative of CITY, who may be a CITY employee or a Resident Project Representative assigned to the Project by the CITY, assigned to make necessary observations of materials furnished by DESIGN/BUILD FIRM and of the Work performed by DESIGN/BUILD FIRM as detailed in Subsection 5.06.

1.30 Shop Drawings: Drawings, diagrams and schedules, and other data specially prepared by the DESIGN/BUILD FIRM or its Subcontractors, sub-Subcontractors, manufacturer, supplier or distributor to illustrate some portion of the Work.

1.31 Subconsultant: The person or entity who is a registered architect, professional engineer, professional land surveyor, and/or registered landscape architect having a contract with Consultant to provide professional services for the design of the Project and who is licensed by the State of Florida to provide said services.

1.32 Subcontractor: The person or entity having a direct contract with DESIGN/BUILD FIRM including one who furnishes material worked to a special design according to the Contract Documents for this Project, but does not include one who merely furnishes materials not so worked.

1.33 Substantial Completion: Subject to the requirements of Article 41, the date(s) certified by the Contract Administrator that all conditions of the permits and regulatory agencies have been met for the CITY's intended use of the Project, and all construction has been performed therein in accordance with the Contract Documents so CITY can fully occupy or utilize, as opposed to partially occupy or utilize, the Project for its intended purpose. At a minimum, a Certificate of Substantial Completion is one of the requirements for Substantial Completion.

1.34 Surety: The surety company or individual which is bound by the performance bond and payment bonds with and for DESIGN/BUILD FIRM who is primarily liable and which surety

company or individual is responsible for DESIGN/BUILD FIRM's acceptable performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.35 Utilities: The public or private systems on the Project site for rendering electrical power, light, heat, gas, water, communication, sewage systems, and the like.

1.36 Work: The completed construction required by the Contract Documents, as permitted, including all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 2 GENERAL PROVISIONS

2.01 Generally: DESIGN/BUILD FIRM hereby agrees to furnish all of the labor, Materials, equipment, Work, services, and incidentals necessary to perform all of the Work described in the Contract Documents, and related thereto for the Project, for the Guaranteed Maximum Price.

2.02 Relationship of CITY and DESIGN/BUILD FIRM: The DESIGN/BUILD FIRM accepts the relationship of trust and confidence established between it and the CITY by this Agreement. The DESIGN/BUILD FIRM represents that it will furnish its best skill and judgment in performing the Work, and shall always act to further the interest of the CITY in the expeditious completion of the Project at the lowest cost to the CITY, and in strict accordance with the Contract Documents and prudent and customary construction practices.

By signing this Contract, the DESIGN/BUILD FIRM accepts a fiduciary duty with the CITY and warrants and represents to the CITY that the DESIGN/BUILD FIRM: (a) has all licenses and certifications required by Applicable Laws; (b) is experienced in all aspects of pre-construction and construction planning for projects similar to the Project; (c) will act in the CITY'S highest and best interests in performing the Work; and (d) that no employee or affiliate of the DESIGN/BUILD FIRM, including all Subconsultants, Subcontractors, and suppliers, at any tier, has been convicted of a public entity crime, fraud, theft and/or a property damage crime within the preceding thirty-six (36) months from the time this Contract is executed, pursuant to Section 287.133, Florida Statutes.

2.03 Intention of CITY: It is the intent of CITY to describe in this Agreement and the DCP a functionally complete Project to be designed and constructed in accordance with the Contract Documents, for the Guaranteed Maximum Price, and in accordance to all Applicable Laws governing construction of the Project. Any Work, services, Materials, or equipment that may reasonably be inferred from the Agreement and the DCP as being required to produce the intended result shall be supplied by DESIGN/BUILD FIRM whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or associations, or to the laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of issuance of all applicable permits. If a conflict exists between two or more referenced standards, the most stringent shall apply. The CITY shall have no duties other than those duties and obligations expressly set forth within the Agreement and the DCP.

2.04 Preliminary Matters:

2.04.01 Within five (5) calendar days prior to the pre-construction meeting described in Subsection 2.04.02, DESIGN/BUILD FIRM shall submit the following to Project Manager, for Project Manager's review and approval:

2.04.01.01 A CPM Project "Base Line" Schedule, one (1) copy on a CD, and one (1) hard copy (activities arranged in "waterfall"), in the indicated form for final review and approval:

( ) Bar Chart
( ) Modified CPM
( ) CPM
(X) Computerized CPM **using the latest edition of the Primavera software**

(CPM shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction.")

DESIGN/BUILD FIRM shall provide a preliminary man loaded, logic based CPM Project "Base Line" Schedule using "Early Start" and "Early Finish" dates for each activity. The DESIGN/BUILD FIRM shall include, in addition to normal work activity input, input that encompasses all submittal approvals; delivery durations for important materials and/or equipment; logic relationships of activities, including physical and site restraints; and shall clearly identify the Project's critical path. This input shall be precedence based CPM scheduling using the most recent version of Primavera software. DESIGN/BUILD FIRM shall provide Project Manager with a copy of the software.

The preliminary CPM Project "Base Line" Schedule, when submitted, shall have attached a program-generated error report stating that no errors exist in the schedule.

DESIGN/BUILD FIRM shall submit monthly, with each requisition for payment, an update of the CPM Project Schedule (with a program-generated error report stating that no errors exist in the schedule and that does not revise the CPM Project "Base Line" Schedule's Substantial Completion or Final Completion date) showing the progress for the month. DESIGN/BUILD FIRM SHALL SUBMIT ONE HARD COPY AND ONE ELECTRONIC COPY. In addition to the CPM Project "Base Line" Schedule, DESIGN/BUILD FIRM shall include a narrative report of the month's progress, an explanation of any delays and or additions/deletions to activities.

It is strongly recommended that DESIGN/BUILD FIRM hire a seasoned professional, in the use of Primavera, to develop and update the Primavera CPM Project "Base Line" Schedule.

DESIGN/BUILD FIRM shall attend weekly progress meetings and provide an updated (3) week look ahead schedule for review and discussion and, monthly, be prepared to discuss any:

1) Proposed changes to the CPM Project "Base Line" Schedule logic;
2) Explain and provide a narrative for reasons why logic changes should be made;
3) Update to individual subcontractor activities; and
4) Integration of changes into the schedule.

The CPM Project "Base Line" Schedule shall be the basis of the DESIGN/BUILD FIRM's Work and shall be complied with in all respects.

If the DESIGN/BUILD FIRM's Work becomes more than (30) days behind schedule DESIGN/BUILD FIRM shall be required to submit a "Make-Up" schedule to Project Manager, for review and approval, that demonstrates "Catch Up" within thirty (30) days. DESIGN/BUILD FIRM shall provide, at DESIGN/BUILD FIRM's sole expense, the necessary additional labor and or equipment necessary to make-up the lost time. Failure to provide a "Make-Up" schedule or vigorously follow the "Make-Up" schedule shall be reason to default DESIGN/BUILD FIRM.

2.04.01.02 After award, but prior to the submission of the final CPM Project "Base Line" Schedule, Project Manager, Contract Administrator and DESIGN/BUILD FIRM shall meet with all utility owners and secure from them a schedule of utility relocation; provided, however, that CITY shall not be responsible for non-performance by the utility owners.

2.04.01.03 A preliminary schedule of Shop Drawing submissions; and

2.04.01.04 A preliminary Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work which will be confirmed in writing by DESIGN/BUILD FIRM at the time of submission.

2.04.02 At a time specified by Project Manager, but before DESIGN/BUILD FIRM commences the Work at the Project site, a conference attended by DESIGN/BUILD FIRM, Project Manager and others, as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Subsection 2.04.01; to discuss procedures for handling Shop Drawings and other submittals; for processing requisitions for payment; and to establish a working understanding among the parties as to the Work.

2.04.03 Within thirty-five (35) days from the Project Initiation Date (as set forth in the first Notice-to-Proceed), a conference attended by DESIGN/BUILD FIRM, Project Manager and others, as deemed appropriate by Contract Administrator, will be held to finalize the schedules submitted in accordance with Subsection 2.04.01. Within forty-five (45) days after the Project Initiation Date (as set forth in the first Notice-to-Proceed), the DESIGN/BUILD FIRM shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for Project Manager review. The finalized CPM Project "Base Line" Schedule will be accepted by Project Manager only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by CITY of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will not impose on the CITY responsibility for the progress or scheduling of the Work, nor relieve DESIGN/BUILD FIRM from full responsibility therefore. The finalized schedule of Shop Drawing submissions must be acceptable to Project Manager as providing a workable arrangement for processing the submissions. The finalized Schedule of Values pursuant to Subsection 2.04.01.03 above must be acceptable to Project Manager as to form and substance.

2.05 The DESIGN/BUILD FIRM agrees that the Work shall be performed in a good and professional manner, free from defects in Materials and workmanship, conflicts, and that all Materials shall be new and approved by and acceptable to the Project Manager and Contract Administrator, except as otherwise expressly provided for in the Contract Documents. The DESIGN/BUILD FIRM shall cause all Materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project improvements.

ARTICLE 3 INTENTION OF AGREEMENT

It is the intent of the Agreement and the DCP to describe a functionally complete Project to be designed and constructed by the DESIGN/BUILD FIRM in accordance with the Contract Documents and for the Guaranteed Maximum Price. Any Work, Materials, services or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to Applicable Laws including, without limitation, reference to standard specifications, manuals or codes of any technical society, organization or association, or to laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of issuance of all applicable permits. Applicable Laws that may be changed after a permit is issued may result in additional compensation should additional Work or services be required on behalf of the DESIGN/BUILD FIRM.

ARTICLE 4 CONTRACT DOCUMENTS

4.01 The Contract Documents shall be followed as to Work, Materials, and dimensions except when the Contract Administrator may authorize, in his/her sole discretion, and in writing, an exception.

4.02 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be decided upon by the Consultant, with concurrent written notice to Contract Administrator and Project Manager. DESIGN/BUILD FIRM shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Consultant, with concurrent written notice to Contract Administrator and Project Manager.

4.03 DESIGN/BUILD FIRM shall maintain four (4) copies of the Contract Documents; two (2) of which shall be preserved and always kept accessible at the site for the Contract Administrator, Project Manager, and/or their authorized representatives.

4.04 This Contract incorporates by reference the Contract Documents defined in Subsection 1.12. The following documents listed in Subsection 1.12 have the following order of precedence, beginning with the most important:

1. This Agreement (Contract) and all exhibits, addendums, and amendments thereto;
2. Change Orders (to the extent permitted under this Agreement);
3. The Specifications (approved and permitted);
4. The Plans (approved and permitted);
5. The DCP;
6. CPM Project Schedule and Schedule of Values.

ARTICLE 5 SCOPE OF WORK

5.01 DESIGN/BUILD FIRM hereby agrees to complete the Project generally described by the DCP, including furnishing all preliminary study designs, drawings and specifications, job site inspection, administration of construction, engineering, architecture, landscape architecture, and land surveying services, labor, materials, equipment and other services necessary to perform all of the Work described in the Contract Documents, to be prepared by the DESIGN/BUILD FIRM, including drawings and addenda thereto for the construction of the Project, to be constructed in accordance with the requirements and provisions of said Contract Documents and for the Guaranteed Maximum Price.

5.02 DESIGN/BUILD FIRM agrees to meet with Contract Administrator and/or Project Manager or their designees at reasonable times and with reasonable notice.

5.03 Prior to the Final Completion of construction services under this Agreement, and as a condition precedent to final payment, there shall be established a record set of Plans and Specifications, on reproducible vellum and on CD Rom, noncompressed, formatted in the latest version of AutoCAD, which shall bear the approvals of DESIGN/BUILD FIRM and Contract Administrator. Such approval shall be indicated by the written signature of both parties. In addition, prior to the commencement of construction services under this Agreement, DESIGN/BUILD FIRM shall submit to the Contract Administrator a CPM Project "Base Line" Schedule, and such other items as required in Subsection 2.04.03, for the planning and execution of the Construction Phase of the Project, for prior written approval by Project Manager.

5.04 DESIGN/BUILD FIRM herein represents that Construction Manager, at a minimum, will provide the following services:

5.04.01 At least thirty (30) days prior to the commencement of the Construction Phase of the Project, the DESIGN/BUILD FIRM will identify and provide the qualifications of a suitably qualified and experienced Construction Manager who will be full time, on site at the Project.

5.04.02 DESIGN/BUILD FIRM will use reasonable efforts to have the same Construction Manager on the Project full time to its conclusion, and any new representative will first be approved in writing by Contract Administrator before permanent assignment. Approval shall not be unreasonably withheld.

5.04.03 The Construction Manager will conduct weekly on-site meetings with the Contractor and its Subcontractors at regular times, as previously agreed upon and approved by the Project Manager, and shall issue weekly reports on the progress of the Work and the minutes of the previous meeting.

5.04.04 Construction Manager will administer the Contractor's Work.

5.04.05 The Construction Manager shall maintain and monitor the CPM Project Schedule, subject to Project Manager's prior written approval, and implement updates as required.

5.04.06 The Construction Manager shall coordinate the processing of shop drawings and material submittals.

5.04.07 The Construction Manager will endeavor to achieve satisfactory performance by Contractor and, if required, will require corrections to Contractor's Work including, but not limited to, maintaining punch lists and observing testing.

5.04.08 The Construction Manager will monitor the cost of the Project, including payment applications and the preparation thereof.

5.04.09 The Construction Manager will assist in the preparation of record drawings, and shall transmit to the Consultant requests for additional information concerning the design. In addition, the Project Manager shall be copied on these requests for monitoring purposes.

5.04.10 The Construction Manager will observe testing and start-up activities of machinery and utilities.

5.04.11 The Construction Manager will secure all equipment brochures and warranties from the Contractor.

5.04.12 The Construction Manager will coordinate the correction and completion of the Work including that required by the punch list.

5.05 DESIGN/BUILD FIRM herein represents that Consultant, at a minimum, will provide the following services:

5.05.01 Consultant shall perform all of the architectural and engineering services necessary to describe, detail and design the Project in accordance with the Contract Documents.

5.05.02 Consultant shall design the Project so as to comply with Applicable Laws.

5.05.03 Consultant shall prepare the Plans and Specifications, as well as obtain all required and necessary reviews and approvals (or take other appropriate action upon) for same, and/or other submittals including, but not limited to, shop drawings, product data, and samples.

Consultant shall also submit the Plans and Specifications to the Design Criteria Professional, with a copy to Contract Administrator, for his/her review and written approval. Design Criteria Professional shall expeditiously review and approve the Plans and Specifications in accordance with the accepted Project Schedule. Design Criteria Professional's approval of the Plans and Specifications shall not constitute acceptance of any design work which does not comply with Applicable Laws, the DCP, and/or with the terms of this Contract. Except as provided in, and to the extent limited by, the preceding sentence, the approval of the Plans and Specifications by the Design Criteria Professional, shall constitute a representation by the Design Criteria Professional that the Project, if constructed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications shall include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of Contractor, Subcontractors, and those in the building trade; and include documents necessary for regulatory agency and other governmental approvals.

5.05.04 Consultant shall prepare construction change directives, if necessary, at no additional cost to CITY, and authorize minor changes in the Work, as provided in the Contract Documents.

5.05.05 Consultant shall receive and review for compliance with the Contract Documents all written warranties and related documents required hereby to be assembled upon Substantial Completion and issue Applications for Payment performed in compliance with the requirements of the Contract Documents;

5.05.06 The approved and permitted Plans and Specifications, shall constitute a representation by Consultant to CITY that the Project, if constructed as required by the Contract Documents, will be sufficient for its purposes. The Plans and Specifications shall include technical drawings, schedules, diagrams, and specifications setting forth in detail the requirements for construction of the Project; provide information necessary for the use of Contractor, Subcontractors, and those in the building trade; and include documents necessary for regulatory agency and other governmental approvals.

5.06 Project Manager will provide the following services:

5.06.01 The Project Manager shall review Applications for Payment and coordinate the processing thereof with the CITY.

5.06.02 The Project Manager shall monitor the schedule(s).

5.06.03 The Project Manager shall track, log and review all required Project related documents and subsequently address any and all concerns with DESIGN / BUILD FIRM.

5.06.04 The Project Manager shall review and observe the Work and testing thereof for general conformance and compliance with the intent of the DCP.

5.06.05 The Project Manager shall attend all required meetings and maintain and distribute meeting minutes, with the exception of weekly construction progress meetings as noted in 5.04.03.

5.06.06 At all times the Project Manager will act as liaison between the parties to this Agreement, and Contract Administrator.

ARTICLE 6 COMPLETION DATE

6.01 Time is of the essence for the DESIGN/BUILD FIRM'S performance of the Work pursuant to this Contract. The DESIGN/BUILD FIRM agrees to complete the Work in accordance with the accepted CPM Project Schedule and to achieve Substantial Completion of the Work, in accordance with this Contract, and within the Contract Time. DESIGN/BUILD FIRM acknowledges that failure to achieve Substantial Completion will result in substantial damages to the CITY, such as loss of beneficial use and/or occupancy of the Project. Completion of the Work shall be achieved no later than sixty (60) calendar days after issuance of a Certificate of Substantial Completion by the Contract Administrator.

6.02 DESIGN/BUILD FIRM shall be instructed to commence the Work by written instructions in the form of a Purchase Order issued by the CITY's Procurement Director, and Notices-to-Proceed issued by the Contract Administrator. As contemplated in subsection 6.02.01 hereof, and following the issuance of the first Notice-to-Proceed, the City's intent is to issue multiple Notices-to-Proceed for the construction phase of this Contract. DESIGN/BUILD FIRM shall commence scheduling activities, permit applications, and other preconstruction work within five (5) calendar days after the Project Initiation Date, which shall be the same as the date of the first Notice-to-Proceed. The first Notice-to-Proceed and Purchase Order will not be issued until DESIGN/BUILD FIRM'S submission to CITY of all required documents and after execution of the Contract by both parties.

6.02.01 The CITY may issue phased (i.e. multiple) Notices to Proceed for the construction phase based on the receipt of permits from the respective regulatory agencies. The receipt of all necessary permits by DESIGN/BUILD FIRM and review, approval, and acceptance of the CPM Project Schedule by CITY, in accordance with the technical specifications, submittal schedule, and Schedule of Values, is a condition precedent to the issuance of any subsequent Notices-to-Proceed to mobilize on the Project site and commence with physical construction work. DESIGN/BUILD FIRM shall bear the responsibility for all re-work, including design and permitting costs, should the respective requlatory agencies require. Contractor shall submit all necessary documents required by this provision within twenty-one (21) calendar days of the issuance of the first Notice-to-Proceed.

6.02.02 The DESIGN / BUILD FIRM shall complete the design phase within 90 calendar days of the Notice-to-Proceed No. 1.

6.02.03 The DESIGN / BUILD FIRM shall complete the permitting phase within 90 calendar days from commencement of this activity.

6.02.04 The DESIGN / BUILD FIRM shall substantially complete the construction phase within 360 calendar days from the first issuance of a Notice-to-Proceed No. 2.

6.03 TIME IS OF THE ESSENCE THROUGHOUT THIS CONTRACT. THE WORK SHALL BE SUBSTANTIALLY COMPLETED WITHIN FIVE HUNDRED AND FORTY (540) CALENDAR DAYS FROM THE DATE SPECIFIED IN THE SECOND NOTICE-TO-PROCEED (I.E. WITHIN FIVE HUNDRED AND FORTY (540) CALENDAR DAYS FROM THE PROJECT INITIATION DATE), AND COMPLETED AND READY FOR FINAL PAYMENT IN ACCORDANCE WITH ARTICLE 8, WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE CERTIFIED BY CONTRACT ADMINISTRATOR AS THE DATE OF SUBSTANTIAL COMPLETION.

6.04 Upon failure of DESIGN/BUILD FIRM to substantially complete the entire Contract within the total specified period of time, plus approved time extensions, DESIGN/BUILD FIRM shall pay to CITY the sum of One Thousand Four Hundred and 00/100 Dollars ($ 1,400.00) for each calendar day after the time specified in Article 6 (plus any approved time extensions) for Substantial Completion on the entire Project. After Substantial Completion, should DESIGN/BUILD FIRM fail to complete the remaining Work within ten (10) calendar days after said sixty (60) calendar day period for completion and readiness for final payment, DESIGN/BUILD FIRM shall pay to CITY the sum of One Thousand Four Hundred and 00/100 Dollars ($ 1,400.00) for each calendar day after said ten (10) calendar day period, for completion and readiness for final payment. The time frame for liquidated damages shall not commence and thus shall not be tolled until the Contract Administrator submits the punch list to the DESIGN/BUILD FIRM. These amounts are not penalties but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of DESIGN/BUILD FIRM to complete the Contract on time.

6.05 CITY is authorized to deduct liquidated damages from monies withheld due to DESIGN/BUILD FIRM for the Work under this Contract or as much thereof as CITY may, in its sole discretion, deem just and reasonable. The CITY shall first deduct the liquidated damages from the monies referenced in Subsection 8.02.

6.06 DESIGN/BUILD FIRM shall be responsible for reimbursing CITY, in addition to liquidated damages, for all costs incurred by Project Manager in administering the construction of the Project beyond the completion date specified above. All such costs shall be deducted from the monies due DESIGN/BUILD FIRM for performance of Work under this Contract by means of unilateral credit Change Orders issued by CITY as costs are incurred by Project Manager and agreed to by Contract Administrator.

ARTICLE 7 DESIGN/BUILD FIRM'S RESPONSIBILITY

7.01 The parties acknowledge and agree that the DESIGN/BUILD FIRM will be responsible for the design, construction and construction management of the water main, storm water collection/ disposal, hardscape, electrical, curb/gutter, sidewalk, and road reconstruction scope

of work for the sunset islands 3 & 4 right-of-way infrastructure improvements project. The DCP has been prepared by the Design Criteria Professional and includes (or references therein as the case may be) conceptual construction drawings and technical specifications for the civil engineering and electrical engineering disciplines. The DESIGN/BUILD FIRM shall obtain all necessary permits for the construction of the Project including but not limited to the following: Miami-Dade Department of Health, Miami-Dade Department of Environmental Resources Management, Florida Department of Environmental Protection, South Florida Water Management District, Army Corps of Engineers, and the CITY's regulatory departments (ie. Public Works, Fire, Building, etc.).

7.02 DESIGN/BUILD FIRM shall be fully responsible for applying for and securing all permits and approvals from all governmental authorities having jurisdiction over the Project. All permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Project by DESIGN/BUILD FIRM pursuant to this Agreement shall be secured and paid for by DESIGN/BUILD FIRM. It is DESIGN/BUILD FIRM'S responsibility to have and maintain appropriate certificate(s) of competency, valid for the Work to be performed and for all persons working on the Project for whom a certificate of competency is required.

7.03 DESIGN/BUILD FIRM shall be fully responsible for the actions of all its agents, servants, employees including, but not limited to: the Contractor, Consultant, Subcontractors, Subconsultants, sub-Subcontractors, sub-Subconsultants, material persons (pursuant to Chapter 713, Florida Statutes), and any and all other persons working for it in conjunction with the design and construction of the Project.

7.04 DESIGN/BUILD FIRM shall be fully responsible for all acts or omissions of its Contractor, Consultant, Subcontractors, Subconsultants, sub-Subcontractors, sub-Subconsultants, material persons, and any and all other persons working for DESIGN/BUILD FIRM in conjunction with the design and construction of the Project; any and all persons working for Contractor, Consultant, Subcontractors or Subconsultant; and any and all persons for whose acts any of the aforestated may be liable, to the same extent DESIGN/BUILD FIRM is responsible for the acts and omissions of persons directly employed by DESIGN/BUILD FIRM. Nothing in this Agreement shall create any contractual relationship between CITY and Consultant, or CITY and any Subcontractor, Subconsultant, sub-Subcontractor, sub-Subconsultant, or any other person working either for DESIGN/BUILD FIRM or for any of the aforestated parties in conjunction with the design and construction of the Project; including, without limitation, any obligation on the part of CITY to pay or to see to the payment of any monies due to any of the aforestated parties.

7.05 DESIGN/BUILD FIRM agrees to bind its Consultant, Subcontractors, and Subconsultants to the applicable terms and conditions of this Agreement for the benefit of CITY.

7.06 Unless otherwise provided herein, DESIGN/BUILD FIRM shall provide and pay for all architecture, engineering, landscape architecture, land surveying services, Materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the design and construction of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.

7.07 DESIGN/BUILD FIRM shall at all times enforce strict discipline and good order among its employees, Consultants, Subcontractors and Subconsultants at the Project site, and shall not

employ on the Project any unfit person or anyone not skilled in the work and/or services assigned to him or her.

7.08 [Intentionally omitted]

7.09 DESIGN/BUILD FIRM shall keep itself fully informed of, and shall take into account and comply with any and all Applicable Laws affecting those engaged or employed in the Project; or the Materials used or employed in the design and construction of the Project; or in any way affecting the conduct of the Project; including, without limitation, all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same and of all provisions required by law to be made a part of this Agreement, all of which provisions are hereby incorporated by reference and made a part hereof. If any specification or contract for this Project is in violation of any such Applicable Laws, DESIGN/BUILD FIRM shall forthwith report the same to the Contract Administrator in writing. DESIGN/BUILD FIRM shall cause all its employees, agents, Consultant, Subcontractors, Subconsultants, and sub-Subcontractors to observe and comply with all Applicable Laws.

7.10 In the event of a change after the issuance of any applicable permit for the Project in any Applicable Law which in any manner affects the Project, DESIGN/BUILD FIRM shall advise the Contract Administrator, in writing, and the Contract Administrator may initiate a Changer Order request to the DESIGN/BUILD FIRM and process a Change Order, the purpose of which shall be to bring the Project into compliance with such Applicable Law, as amended or enacted.

7.11 DESIGN/BUILD FIRM shall pay all applicable sales, consumer, use and other taxes required by law. DESIGN/BUILD FIRM is responsible for reviewing the pertinent State statutes involving State taxes and complying with all requirements.

7.12 CITY shall have the right to inspect and copy, at CITY'S expense, the books and records and accounts of the DESIGN BUILD/FIRM which directly relate to the Project, and to any claim for additional compensation made by the DESIGN BUILD/FIRM, and to conduct an audit of the financial and accounting records of the DESIGN BUILD/FIRM which relate to the Project and to any claim for additional compensation made by the DESIGN BUILD/FIRM. DESIGN BUILD/FIRM shall retain and make available to CITY all such books and records and accounts or portions thereof, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, the DESIGN BUILD/FIRM shall provide CITY access to its books and records subject to this section upon three (3) business day's written notice.

7.13 The DESIGN/BUILD FIRM shall perform the Work and complete the Project for the Guaranteed Maximum Price, in accordance with the Contract Documents, and shall achieve Substantial Completion of the Work within the Contract Time. Completion of the Work shall be achieved no later than sixty (60) calendar days after issuance of a Certificate of Substantial Completion, as referenced by Article 6 of the Contract.

7.14 DESIGN/BUILD FIRM shall furnish efficient business administration, coordination, management and supervision of the Work and services required to complete the Project, and shall cooperate with the Project Manager and the Contract Administrator, and their respective representatives, in furthering the interests of CITY in the expeditious completion of the Project at

the lowest cost to CITY, consistent with the requirements of the Contract Documents and prudent and customary construction practices.

7.14.01 The DESIGN/BUILD FIRM shall perform the Work, and shall cause Contractor and Subcontractors to perform the Work, in strict accordance with all Applicable Laws. By signing this Agreement, the DESIGN/BUILD FIRM represents and warrants that it is familiar with all Applicable Laws that govern the Work.

7.14.02 If DESIGN/BUILD FIRM has knowledge that the Contract Documents do not comply with Applicable Laws, in any respect, the DESIGN/BUILD FIRM shall promptly notify the Project Manager, in writing, and any necessary changes shall be adjusted by appropriate revisions. If the DESIGN/BUILD FIRM performs any Work not in accordance with Applicable Laws, and without such notice to the Project Manager, the DESIGN/BUILD FIRM shall assume full responsibility therefore, and shall bear all costs attributable thereto.

7.14.03 In the event that Work is deemed by competent authority not to comply with Applicable Laws, the DESIGN/BUILD FIRM shall bring such Work into compliance with such Applicable Laws. If an Applicable Law(s) is enacted after the issuance of an applicable permit for the Project, and the DESIGN/BUILD FIRM had no reasonable prior knowledge of such a change to the Applicable Law(s), such change shall be considered an unforeseeable and unavoidable cost, and the CITY shall approve a Change Order to bring such Work into compliance with such Applicable Law(s). New interpretations of existing Applicable Laws shall not be considered an unforeseeable and unavoidable cost.

7.15 The DESIGN/BUILD FIRM warrants to CITY that it has thoroughly reviewed and studied the DCP, and has determined that it is in conformance with Applicable Laws, and is complete and sufficiently coordinated to perform the Work for the Guaranteed Maximum Price and the Contract Time. DESIGN/BUILD FIRM warrants to CITY that the DCP is consistent, practical, feasible and constructible. DESIGN/BUILD FIRM further warrants to CITY that the Work described in the DCP is constructible for the Guaranteed Maximum Price and the Contract Time.

THE CITY DISCLAIMS ANY WARRANTY THAT THE DCP, FOR THE PROJECT IS ACCURATE, PRACTICAL, CONSISTENT, AND / OR CONSTRUCTIBLE.

7.16 The DESIGN/BUILD FIRM accepts the Project site in its observable and/or documented condition existing at the time of this Agreement, or conditions ordinarily encountered and generally recognized as inherent to the character of the Work to be provided for in this Project. By signing this Contract, the DESIGN/BUILD FIRM represents to the CITY that it has: (a) visited the Project site to become familiar with the conditions under which the Work is to be performed; (b) become familiar with all information provided (without warranty) by the CITY pertaining to the Project site; and (c) correlated its observations with the information furnished by the CITY (without warranty), and the Contract Documents. The DESIGN/BUILD FIRM hereby waives additional time or compensation for additional work made necessary by observable and/or documented conditions existing at the Project site, or conditions ordinarily encountered and generally recognized as inherent to the character of the Work to be provided for in this Project.

7.17 The DESIGN/BUILD FIRM agrees specifically that no Change Orders shall be required by the DESIGN/BUILD FIRM or considered by the City for reasons involving conflicts in the Contract Documents; questions of clarity with regard to the Contract Documents; and incompatibility or conflicts between the Contract Documents and the existing Project site conditions including, without limitation, utilities and unforeseen underground conditions. The DESIGN/BUILD FIRM acknowledges that it has ascertained all correct locations for points of connection for all utilities required for this Project.

7.18 The DESIGN/BUILD FIRM shall, as may be required for the proper execution and completion of the Work, secure all necessary permits and revisions thereto, fees, and licenses, as required by Applicable Laws to complete the Project including, but not limited to, all necessary utility connection permits and fees.

7.19 The DESIGN/BUILD FIRM shall comply with all conditions of any permits issued by government authorities.

ARTICLE 8 THE CONTRACT PRICE (GUARANTEED MAXIMUM PRICE) AND METHOD OF PAYMENT

8.01 The Contract Price is the Guaranteed Maximum Price agreed to by the DESIGN/BUILD FIRM and CITY under this Contract, payable to complete the Work in accordance with the Agreement and DCP, and, to the extent permitted by this Agreement, as may be increased or decreased by Change Order.

8.01.01 The Contract Price for the Project, which is also the Guaranteed Maximum Price as is specifically defined and delineated in the Design Criteria Package to this Contract, which is attached and incorporated hereto.

8.01.02 In the event that the DESIGN/BUILD FIRM'S total approved expenditures for the Project exceed the Guaranteed Maximum Price, the DESIGN/BUILD FIRM shall pay such excess from its own funds. CITY shall not be required to pay any amount that exceeds the Guaranteed Maximum Price and the DESIGN/BUILD FIRM shall have no claim against the CITY on account thereof.

8.02 METHOD OF BILLING AND PAYMENT

8.02.01 During the Construction Documents Phase, DESIGN/BUILD FIRM may submit a request for payment monthly based upon percentage of completion of the (final construction) Plans and Specification. During the Construction Phase, DESIGN/BUILD FIRM may submit a request for payment thirty (30) calendar days after beginning field operations, subject to the second Notice-to-Proceed, and every thirty (30) calendar days thereafter. Payment during the Construction Phase will be based upon percentage of work completed for each item in the approved Schedule of Values. DESIGN/BUILD FIRM's requisition for payment shall show a complete breakdown of the Project components, and the amount due, together with such supporting evidence, as may be required by the Contract Administrator. At a minimum, the requisition for payment shall be accompanied by a completed certification of Work; consent of surety in the applicable amount; list of Subcontractors that performed Work during the payment application period being submitted; releases of liens from the Contractor for the previous period being billed; releases of liens from Subcontractors that have performed Work during the

previous billing period unless payment for the previous period has not been received by the DESIGN/BUILD FIRM; aerials and photographs of the areas of Work for the applicable billing period; an accepted, updated CPM Project Schedule (as approved); and back up for all items being billed. The certification of Work will mean compliance by DESIGN/BUILD FIRM with the approved CPM Project Schedule; that as-built drawings of improvements are current for the prior period; and Applicable Laws are being met and complied with. Each requisition for payment shall be submitted in triplicate to the Project Manager for approval. Payment for Work performed will be made within thirty (30) calendar days after receipt of a proper requisition for payment, but not more frequently than once a month (i.e. every thirty [30] days). The Contract Administrator shall verify completion of the various phases, as noted, and authorize payment accordingly. Should the Project fall behind schedule as indicated in the CPM Project Schedule, DESIGN/BUILD FIRM shall include a written plan demonstrating how the Final Completion date shall be maintained.

8.02.02 CITY agrees that it will pay DESIGN/BUILD FIRM within thirty (30) calendar days of receipt of DESIGN/BUILD FIRM's proper requisition for payment, as provided above.

8.02.03 Ten percent (10%) of all monies earned by DESIGN/BUILD FIRM shall be retained by CITY until the Project has obtained Final Completion and been accepted by CITY, except that upon completion of the Construction Documents Phase and approval by CITY of the Work performed under such phase, the Contract Administrator may release the entire amount of the retainage pertaining to the Consultant fees associated with the Construction Documents Phase. After fifty percent (50%) of the Construction Phase of the Project has been completed, the Contract Administrator, upon written request of the DESIGN/BUILD FIRM and written Consent of Surety in support of said request, may reduce the retainage to five percent (5%) of all monies earned subsequent to the Construction Documents Phase. Any interest earned on retainage shall accrue to the benefit of CITY.

8.02.04 Undisputed amounts remaining unpaid thirty (30) calendar days after CITY's receipt of DESIGN/BUILD FIRM's proper requisition for payment for conforming Work shall bear interest at the rate set forth in Section 218.74 (4), Florida Statutes. This section shall not apply if the CITY has a right to withhold any portion of the payment under this Agreement.

8.03 Upon receipt of written notice from DESIGN/BUILD FIRM that the Project is ready for final inspection and acceptance, the Contract Administrator shall, within fourteen (14) calendar days, make an inspection thereof. If the Contract Administrator finds the Project acceptable under the Contract Documents and the Project fully performed, a Final Certificate of Payment shall be issued by the Contract Administrator, over his/her own signature, stating that the Work required by this Agreement has been completed and is accepted under the terms and conditions thereof.

8.04 Before issuance of the Final Certificate for Payment, DESIGN/BUILD FIRM shall deliver to the Contract Administrator a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof, and an affidavit certifying that all suppliers, Consultant, Subcontractors, and Subconsultants have been paid in full, and that all other indebtedness connected with the Project has been paid, and a consent of the surety to final payment. All as-

builts, warranties, guarantees, operational manuals, and instructions in operation must be delivered to CITY at this time. Contractor shall submit a completed as-built drawings package (two (2) full-size (24"x36") and two (2) half-size (11"x17"), to-scale, hard reproducible copies and two (2) CD Rom non-compressed formatted in the latest version of AutoCAD), signed and sealed by a land surveyor registered in the State of Florida and as approved by the CITY's Public Works Department, and proof that all permits have been closed; which shall be delivered prior to requesting final payment. A Certificate of Occupancy, and/or Certificate of Completion (CC), will be obtained prior to final payment being made, if required.

8.05 CITY may withhold final payment or any progress payment to such extent as may be necessary on account of:

8.05.01 Defective Work not remedied.

8.05.02 Claims filed or written notices of nonpayment indicating probable filing of claims as may be prescribed by law by other parties against DESIGN/BUILD FIRM.

8.05.03 Failure of DESIGN/BUILD FIRM to make payments properly to Consultant, Subcontractors or Subconsultants, or for material or labor.

8.05.04 Damage to another Subcontractor, Subconsultant, supplier, material person (as provided for in F.S. 713), party, or person not remedied which are attributable to DESIGN/BUILD FIRM, its agents, servants, employees, Contractor, Consultant, Subconsultants, Subcontractors, sub-Subcontractors, sub-Subconsultants, material person and suppliers.

8.05.05 Liquidated damages pursuant to Article 6 hereof.

8.05.06 As-built drawings not being in a current and acceptable state.

8.05.07 The DESIGN/BUILD FIRM warrants to the CITY that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized by Contract Administrator, may be considered defective. If required by the CITY, the DESIGN/BUILD FIRM shall furnish satisfactory evidence as to the origin, nature and quality of materials and equipment used for the Project. DESIGN/BUILD FIRM shall properly store and protect all construction materials. Materials which become defective through improper storage shall be replaced with new materials at no additional costs. The DESIGN/BUILD FIRM's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the DESIGN/BUILD FIRM, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

When the above grounds are removed or resolved, or DESIGN/BUILD FIRM provides a surety bond or a consent of surety satisfactory to CITY which will protect CITY in the amount withheld, payment may be made in whole or in part, as applicable.

8.06 If, after the Project has been substantially completed, full completion thereof is delayed through no fault of DESIGN/BUILD FIRM, or by issuance of Change Orders affecting final

completion, and the Contract Administrator so certifies, CITY shall, upon certification of the Contract Administrator, and without terminating the Contract, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made as required by law under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

8.07 The making and acceptance of the final payment shall constitute a waiver of all claims by CITY, other than those arising from faulty or defective Work, failure of the Project to comply with requirements of the Contract Documents, or terms of any warranties required by the Contract Documents. It shall also constitute a waiver of all claims by DESIGN/BUILD FIRM, except those previously made in writing and identified by DESIGN/BUILD FIRM as unsettled at the time of the final application for payment.

8.08 If the Contract Administrator, in its reasonable judgment, determines that the portion of the Guaranteed Maximum Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payments will be due to the DESIGN/BUILD FIRM hereunder unless and until the DESIGN BUILD FIRM, at its sole cost, performs a sufficient portion of the Work so that such portion of the Guaranteed Maximum Price then remaining unpaid is determined by the Contract Administrator to be sufficient to so complete the Work.

8.09 DESIGN/BUILD FIRM shall remain liable for Subcontractors' Work and for any unpaid laborers, material suppliers or Subcontractors in the event it is later discovered that said Work is deficient or that any Subcontractors, laborers, or material suppliers did not receive payments due to them on the Project.

8.10 The DESIGN/BUILD FIRM shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing and equipping of the Work in accordance with the Contract Documents and payment of bills incurred by the DESIGN/BUILD FIRM in performance of the Work.

8.11 Payment will be made to DESIGN/BUILD FIRM at:

_____

ARTICLE 9 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

Without invalidating the Agreement and without notice to any surety, CITY reserves and shall have the right to make such changes from time to time in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the Project in a satisfactory manner. Any extra or additional work within the scope of this Project may be accomplished by means of appropriate Field Orders, and/or fully executed and approved Change Orders.

ARTICLE 10 CITY'S RESPONSIBILITIES

10.01 CITY shall assist DESIGN/BUILD FIRM by placing at its disposal any available information pertinent to the Project including previous reports, laboratory tests and inspections of samples, materials and equipment; property, boundary, easement, rights-of-way, topographic

and utility surveys; property descriptions; and known zoning, deed and other land use restrictions.

10.02 CITY shall arrange for access to and make all provisions for DESIGN/BUILD FIRM to enter upon public property as required for DESIGN/BUILD FIRM to perform its services.

ARTICLE 11 RESOLUTION OF DISPUTES

11.01 To attempt to prevent all disputes and litigation, it is agreed by the parties hereto that Contract Administrator shall first decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any Work done and Materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents, and Contract Administrator's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 11.02. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of CITY and DESIGN/BUILD FIRM shall be submitted to Contract Administrator, in writing, within twenty-one (21) calendar days of the discovery of the occurrence. Unless a different period of time is set forth herein, Contract Administrator shall notify DESIGN/BUILD FIRM in writing of the decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless Contract Administrator requires additional time to gather information or allow the parties to provide additional information. All nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, DESIGN/BUILD FIRM and CITY shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternate means of construction.

11.02 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the Contract Administrator's determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price or Contract Time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to avoid litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

11.03 Pending final resolution of a claim, including mediation, unless otherwise agreed in writing by the CITY, DESIGN/BUILD FIRM shall proceed diligently with performance of the Contract and the CITY shall continue to make payments in accordance with the Contract Documents.

11.04 Any mediator used shall be certified in accordance with State of Florida law. Mediation will be conducted in Miami-Dade County.

ARTICLE 12 SUBCONTRACT REQUIREMENTS

12.01 [Intentionally omitted]

12.02 [Intentionally omitted]

12.03 [Intentionally omitted]

12.04 [Intentionally omitted]

12.05 All Subcontracts shall require the following:

12.05.01 That the Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the CITY or Consultant or attributable to the CITY or Consultant and including claims based on breach of contract or negligence, shall be an extension of its Contract Time.

12.05.02 In the event of a change in the Work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 7% for overhead and profit and bond costs.

12.05.03 Each subcontract shall require the Subcontractor to expressly agree that the foregoing constitute the sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the Contract Price, damages, losses, or additional compensation.

12.05.04 Each subcontract shall require that any claims by Subcontractor for delay or additional cost must be submitted to DESIGN/BUILD FIRM within the time and in the manner in which the DESIGN/BUILD FIRM must submit such claims to the CITY, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

12.05.05 Each subcontract shall include a provision stating that the subcontract is assignable to the CITY in the event of a termination of all or part of the Contract. Said assignment shall be at the sole option and discretion of the CITY and, if agreed to by CITY shall be upon the same terms and conditions as the original subcontract, unless otherwise mutually negotiated by CITY and Subcontractor.

12.05.06 The DESIGN/BUILD FIRM shall be solely responsible to the CITY for the acts and omissions of its employees and agents and its Contractor, Consultant, Subcontractors, Subconsultants, and their agents and employees, and all other persons performing any of the work or services or supplying materials under a contract to the DESIGN/BUILD FIRM.

12.05.07 The DESIGN/BUILD FIRM shall provide the Project Manager with a copy of each subcontract, including the general supplementary conditions.

ARTICLE 13 [This Article left intentionally blank]

ARTICLE 14 [This Article left intentionally blank]

ARTICLE 15 SECURITY [This Article left intentionally blank]

ARTICLE 16 INSPECTION OF PROJECT

16.01 The CITY, Contract Administrator, and their authorized representatives, shall have access to the Project at all times and DESIGN/BUILD FIRM shall provide proper facilities for such access. Such access shall be in accordance with the reasonable rules of the DESIGN/BUILD FIRM.

16.01.01 Should the Contract Documents, any Applicable Laws, or any public authority require any Work for the Project to be specially tested or approved, DESIGN/BUILD FIRM shall give to the Contract Administrator timely notice of readiness of the Work for inspection. If the testing or approval is to be made by an authority other than CITY, timely notice shall be given of the date fixed for such testing. Inspections shall be made promptly, and, where practicable, at the source of supply. Within a reasonable time from execution of this Agreement, CITY shall provide DESIGN/BUILD FIRM with a letter (or e-mail) listing the areas of Work the CITY will inspect. If defined Work for the Project should be covered up without required inspection/approval, it must, if required by the Contract Administrator, be uncovered for examination, and properly restored at DESIGN/BUILD FIRM's expense.

16.01.02 Re-examination and retesting of any Work may be ordered by the Contract Administrator and, if so ordered, such Work must be uncovered by DESIGN/BUILD FIRM. If such Work is found to be in accordance with the Contract Documents, CITY shall pay the cost of re-examination, re-testing and replacement. If such Work is not in accordance with the Contract Documents, DESIGN/BUILD FIRM shall pay such cost.

16.02 The payment of any compensation, regardless of its character or form, or the giving of any gratuity or the granting of any valuable favor by DESIGN/BUILD FIRM to any inspector is forbidden, and any such act on the part of DESIGN/BUILD FIRM will constitute a breach of this Agreement.

ARTICLE 17 SUPERINTENDENCE AND SUPERVISION

17.01 The orders of the CITY are to be given through the Project Manager, whose instructions are to be strictly and promptly followed in every case, provided that they are in accordance with this Contract and the other Contract Documents. Construction Manager shall keep on the Project during its progress, a full-time, competent, English speaking supervisor who shall serve as the superintendent, and any necessary assistants, all satisfactory to the Project Manager.

17.02 Construction Manager or Contractor's superintendent shall prepare, on a daily basis, and keep on the Project site, a bound log setting forth at a minimum, for each day: the weather conditions and how any weather conditions affected progress of the Work; time of commencement of Work for the day; the Work performed; materials, labor, personnel, equipment and Subcontractors utilized for the Work; any idle equipment and reasons for idleness; visitors to the Project site; any special or unusual conditions or occurrences encountered; any materials delivered to the Project site; and the time of termination of Work for the day. The daily bound log shall be available for inspection by the CITY, or its authorized designee, at all times during the Project, without previous notice.

17.03 If DESIGN/BUILD FIRM, in the course of the Project, finds any discrepancy between the Contract Documents and the physical conditions of the site, or any errors or omissions in the Contract Documents including, but not limited to, the Plans and Specifications, it shall be DESIGN/BUILD FIRM's sole obligation and duty to immediately inform the Contract Administrator, in writing, and the Contract Administrator will promptly verify same. Any Work done prior to or after such discovery will be done at DESIGN/BUILD FIRM's sole risk. **NOTWITHSTANDING THE PRECEDING, OR ANY OTHER TERM OR CONDITIONOF THISAGREEMENT, DESIGN/BUILD FIRM HEREBY ACKNOWLEDGES AND AGREES THAT THIS IS A DESIGN/BUILD PROJECT AND, ACCORDINGLY, ANY ERRORS OR OMISSIONS SHALL BE CORRECTED AT THE SOLE COST AND EXPENSE OF DESIGN BUILD/FIRM AND WITHOUT A CLAIM FOR ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE.**

17.04 DESIGN/BUILD FIRM shall coordinate, supervise and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform and complete the Project in accordance with the Contract Documents. DESIGN/BUILD FIRM shall be solely responsible for the design, preparation of Construction Documents, means, methods, techniques, safety, sequences and procedures of construction. DESIGN/BUILD FIRM shall give efficient supervision to the Work, using DESIGN/BUILD FIRM's best skill, attention, and judgment.

ARTICLE 18 CITY'S RIGHT TO TERMINATE AGREEMENT

18.01 If DESIGN/BUILD FIRM fails to begin the design and construction of the Project within the time specified; or fails to perform the Project with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Project, in accordance with the Contract Documents and schedules; or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable; or shall discontinue the prosecution of the Project, except for excused delays in accordance with this Agreement; or if DESIGN/BUILD FIRM shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors; or shall not carry on the Project in accordance with the Contract Documents, then the CITY shall give notice, in writing, to DESIGN/BUILD FIRM and its surety of such delay, neglect or default, specifying the same. If DESIGN/BUILD FIRM, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may, upon written notice from the Contract Administrator of the fact of such delay, neglect or default and DESIGN/BUILD FIRM's failure to comply with such notice, terminate the services of DESIGN/BUILD FIRM, exclude DESIGN/BUILD FIRM from the Project site, and take the prosecution of the Project out of the hands of DESIGN/BUILD FIRM, as appropriate, or use any or all materials and equipment on the Project site as may be suitable and acceptable, in the City's reasonable discretion. In such case, DESIGN/BUILD FIRM shall not be entitled to receive any further payment until the Project is finished. In addition, CITY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in its opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by CITY shall be deducted from any monies due or which may become due to said DESIGN/BUILD FIRM. Actions will be instituted to recover on the posted bonds. In case the damages and expense so incurred by CITY shall be less than the sum which would have been payable under this Agreement, if it had been completed by said DESIGN/BUILD FIRM, then DESIGN/BUILD FIRM shall be entitled to receive the difference. If such damages and costs exceed the unpaid

balance, then DESIGN/BUILD FIRM shall be liable and shall pay to CITY the amount of said excess.

18.02 If, after Notice of Termination of DESIGN/BUILD FIRM's right to proceed, it is determined for any reason that DESIGN/BUILD FIRM was not in default, the rights and obligations of CITY and DESIGN/BUILD FIRM shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause, as set forth in Section 18.03 below.

18.03 Notwithstanding any other provision in this Agreement, the performance of work under this Agreement may be terminated in writing by CITY, for convenience and without cause, upon ten (10) business days from the date of DESIGN/BUILD FIRM'S receipt of the written notice to DESIGN/BUILD FIRM of intent to terminate and the date on which such termination becomes effective. In such case, DESIGN/BUILD FIRM shall be paid for all work and reimbursables executed, and expenses incurred, such as materials stored, cost of severance of leases/contracts directly associated with the Project, and demobilization prior to termination. PAYMENT SHALL INCLUDE REASONABLE PROFIT FOR SERVICES ACTUALLY PERFORMED IN FULL PRIOR TO TERMINATION DATE, BUT SHALL EXCLUDE ALL LOST PROFITS, INDIRECT CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

18.04 Upon receipt of Notice of Termination pursuant to Sections 18.01 or 18.03 above, DESIGN/BUILD FIRM shall, at its sole cost and expense and as a condition precedent to any further payment obligation by the CITY, promptly discontinue all affected work, unless the Notice of Termination directs otherwise, and deliver to CITY within seven (7) calendar days of termination, all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents, whether completed or in process. Compensation shall be withheld until all documents are provided to CITY pursuant to this Article.

ARTICLE 19 DESIGN/BUILD FIRM'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

19.01 If the Project should be stopped under an order of any court or other public authority for a period of more than ninety (90) calendar days, through no act or fault of DESIGN/BUILD FIRM or of anyone employed by DESIGN/BUILD FIRM; or if the Contract Administrator should fail to review and approve or state in writing reasons for non-approval of any requisition for payment within twenty (20) business days after it is presented; or if CITY fails to pay DESIGN/BUILD FIRM within thirty (30) calendar days after submittal of a proper requisition for payment, as approved by the Project Manager or Contract Administrator (as applicable), then DESIGN/BUILD FIRM may give written notice to CITY, through Contract Administrator, of such delay, neglect, or default, specifying the same. If CITY, within a period of ten (10) business days after such written notice, shall not remedy the delay, neglect, or default upon which notice is based, then DESIGN/BUILD FIRM may stop work until payment is made, or terminate this Agreement and recover from CITY payment for all Work executed and reasonable expense sustained, But excluding any claim for payments for lost profits, indirect, special, consequential, or other damages.

ARTICLE 20 "OR EQUAL" CLAUSE

20.01 Whenever a material, article or piece of equipment is identified in the Contract Documents, including without limitation, in the Plans and Specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard and, unless it is followed by words indicating that "no substitution is permitted," any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Contract Administrator:

20.01.01 At least equal in quality, durability, appearance, strength and design;

20.01.02 Performs at least equally the function imposed in the general design for the Project;

20.01.03 Conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Plans and Specifications; and

20.01.04 Carries the same guaranty or warranty of the specified equipment.

All substitution requests will be made via written request which shall be attached to a shop drawing and/or Change Order which shall be attached to a detailed description of the specified item and a detailed description of the proposed substitution. A comparison letter itemizing all deviations from specified items must be included for the Contract Administrator to properly evaluate substitution. Failure to provide the deviation comparison sheet shall automatically deny the request.

Any changes, inclusive of design changes, made necessary to accommodate substituted equipment under this paragraph shall be at the expense of DESIGN/BUILD FIRM.

20.02 Contract Administrator's written consent will be required as to acceptability, and no substitute will be ordered, installed or utilized without Contract Administrator's prior written acceptance, which will be evidenced by either a Change Order or an accepted shop drawing. CITY may require DESIGN/BUILD FIRM to furnish, at DESIGN/BUILD FIRM'S expense, a special performance guarantee or other surety with respect to any substitute.

ARTICLE 21 PLANS AND SPECIFICATIONS

21.01 CITY, through its Contract Administrator, shall have the right to require DESIGN/BUILD FIRM to modify the details of the Plans and Specifications, to supplement same with additional plans, drawings, specifications, or additional information as the Project proceeds which are within the specific intent and stated scope of the Project and which do not cause increase in Contract Price or Contract Time, all of which shall be considered as part of the Contract Documents, at no additional cost to the CITY. All plans, general and detail, are to be deemed a part of this Agreement, and the Plans and Specifications and other Contract Documents are to be considered together, and are intended to be mutually complementary, so that any work shown on the Plans, though not specified in the Specifications, and any work specified in the Specifications though not shown on the Plans, is to be executed by DESIGN/BUILD FIRM as part of the Contract Documents. All things which, in the opinion of the Contract Administrator, may reasonably be inferred from the Contract Documents, including, but not limited to, the Plans and Specifications, are to be executed by DESIGN/BUILD FIRM under the terms of the

Contract Documents; and the Contract Administrator shall determine whether said Plans and Specifications conform to the Contract Documents. In the event the work requested under this Article expands the scope of the Project, DESIGN/BUILD FIRM may seek a Change Order pursuant to Article 37.

ARTICLE 22 DESIGN/BUILD FIRM TO CHECK DRAWINGS AND DATA

22.01 DESIGN/BUILD FIRM shall take measurements and verify all dimensions, conditions, quantities and details shown on the Plans and Specifications including, but not limited to, the drawings, schedules, or other data. Failure to discover or correct errors, conflicts or discrepancies shall not relieve DESIGN/BUILD FIRM of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom, nor from rectifying such condition at DESIGN/BUILD FIRM'S own expense. DESIGN/BUILD FIRM will not be allowed to take advantage of any error or omissions.

ARTICLE 23 WARRANTY

23.01 DESIGN/BUILD FIRM warrants to CITY that all Materials and equipment furnished for the Project will be new unless otherwise specified and that all Work for the Project will be of good quality, free from faults and defects and in conformance with the Contract Documents. The standard of quality shall be at least that employed by similarly qualified design/build firms that are duly qualified and licensed to perform similar projects. All Work for the Project not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If Materials or equipment are improperly stored and become altered as a result of such improper storage, DESIGN/BUILD FIRM shall replace said Materials and/or equipment with new ones at no additional cost. DESIGN/BUILD FIRM shall be responsible for proper storage and safeguarding of all Materials and equipment. If required by the Contract Administrator, DESIGN/BUILD FIRM shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. The warranty requirements set forth in the Contract Documents as herein defined shall govern warranty terms and conditions for all warranty items expressed or implied. The DESIGN/BUILD FIRM'S warranty period under this Article shall be one (1) year from the date of Substantial Completion of the Project. However, this section shall not abridge the times or impede the rights and remedies afforded the CITY against other entities or persons under the Contract Documents, or by law.

ARTICLE 24 SUPPLEMENTARY DRAWINGS

24.01 When, in the opinion of DESIGN/BUILD FIRM and/or CITY, it becomes necessary to explain more fully the Work to be done, or to illustrate the Project further to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by the Consultant and submitted by DESIGN/BUILD FIRM to the Contract Administrator for review and written acceptance.

24.02 The authorized supplementary drawings shall be binding upon DESIGN/BUILD FIRM with the same force as the Contract Documents. Where such supplementary drawings require either less or more than the estimated quantities of work, appropriate adjustments shall be made pursuant to Change Order.

ARTICLE 25 [This Article left intentionally blank]

ARTICLE 26 GENERAL WORKMANSHIP

26.01 Articles, materials, and equipment specified or shown on drawings shall be new and shall be applied, installed, connected, erected, used, cleaned, and conditioned for proper forming, as per the manufacturer's directions. DESIGN/BUILD FIRM shall, if required, furnish satisfactory evidence as to kind and quality of the materials. Should materials arrive to the jobsite new and be improperly stored and deteriorate from new condition, the materials shall be replaced at no additional cost to CITY.

26.02 DESIGN/BUILD FIRM shall apply, install, connect, and erect manufactured items or materials according to recommendations of manufacturer when such recommendations are not in conflict with the Contract Documents. If there is conflict between manufacturer recommendations and the Contract Documents, Contract Administrator shall be notified and shall approve, in writing, any corrective actions prior to implementation of same.

ARTICLE 27 DEFECTIVE WORK

27.01 Contract Administrator shall have the authority to reject or disapprove Work for the Project which Contract Administrator finds to be defective. Defective work is defined as Work not in accordance with the Contract Documents; not in conformance with Applicable Laws; installed in violation of the manufacturer's written instructions where the installation has caused new materials to be detrimentally affected; where the life expectancy of the material installed is reduced; or otherwise installed in a non-workmanlike manner. If required by Contract Administrator, DESIGN/BUILD FIRM shall promptly either (as directed) correct all defective work or remove it from the Project site, and replace it with non-defective work. DESIGN/BUILD FIRM shall bear all costs of such removal or correction.

27.02 If, within one (1) year after Substantial Completion, any Work is found to be defective or not in accordance with the Contract Documents, DESIGN/BUILD FIRM shall correct it promptly without cost to CITY, after receipt of written notice from CITY to do so, unless CITY has given DESIGN/BUILD FIRM a written acceptance of such conditions. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which DESIGN/BUILD FIRM might have under Applicable Laws.

27.03 Should DESIGN/BUILD FIRM fail or refuse to remove or correct any defective work performed for the Project, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of this Agreement within a reasonable time, indicated in writing, CITY shall have the authority to cause the unacceptable or defective work to be removed or corrected, or make such repairs as may be necessary, to be made at DESIGN/BUILD FIRM'S expense. Any expense incurred by CITY in making these removals, corrections or repairs, which DESIGN/BUILD FIRM has failed or refused to make shall be paid for out of any monies due or which may become due to DESIGN/BUILD FIRM, or may be charged against the bond (or other guaranty if applicable). Continued failure or refusal on the part of DESIGN/BUILD FIRM to make any or all necessary repairs promptly, fully, and in acceptable manner shall be sufficient cause for CITY to declare this Agreement terminated, in which case CITY, at its option, may purchase Materials, tools, and equipment, and employ labor, or may contract with any other individual, firm or corporation, or may proceed with its own forces, to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting DESIGN/BUILD FIRM, and the amount thereof deducted from any monies due, or which may become due, to DESIGN/BUILD FIRM, or shall be charged against the bond (or

other guaranty). Any special work performed, as described herein, shall not relieve DESIGN/BUILD FIRM in any way from its responsibility for the work performed by it.

27.04 Failure to reject any defective work or Materials shall not in any way prevent later rejection when such defect is discovered, or obligate CITY to final acceptance.

ARTICLE 28 SUBCONTRACTS

28.01 DESIGN/BUILD FIRM shall, at such times as DESIGN/BUILD FIRM decides which Subcontractors will perform the various portions of the Work, promptly notify the Contract Administrator, in writing, of the names of Subcontractors for the Project, and identify the portion of the Work for the Project each will perform. DESIGN/BUILD FIRM shall have a continuing obligation to notify the Contract Administrator of any change in Subcontractors. Notification of the names of Subcontractors shall not relieve DESIGN/BUILD FIRM from the primary responsibility, without limitation, of full and complete satisfactory performance of all contractual obligations.

ARTICLE 29 SEPARATE CONTRACTS

29.01 CITY reserves the right to let other contracts in connection with this Project, provided it does not interfere with DESIGN/BUILD FIRM'S Work or schedule. DESIGN/BUILD FIRM shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs subject to provision of acceptable insurance coverage, including DESIGN/BUILD FIRM as an additional insured. CITY will request that its separate contractors coordinate their activities with the Work of the DESIGN/BUILD FIRM.

29.02 If any part of DESIGN/BUILD FIRM'S Work depends for proper execution or results upon the work of any other contractor or the CITY, DESIGN/BUILD FIRM shall inspect and promptly report to the Contract Administrator any defects in such work that render it unsuitable for such proper execution and results. DESIGN/BUILD FIRM'S failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of DESIGN/BUILD FIRM'S Work, except as to defects which may develop in other contractor's work after the execution of DESIGN/BUILD FIRM'S Work. However, DESIGN/BUILD FIRM shall not be responsible or liable to CITY for any work performed by any other separate contractor not under the auspices or control of DESIGN/BUILD FIRM.

29.03 To insure the proper execution of its subsequent Work, DESIGN/BUILD FIRM shall inspect the work already in place and shall at once report to the Contract Administrator any discrepancy between the executed work and the requirements of the Contract Documents.

ARTICLE 30 CITY'S OPTION FOR USE OF COMPLETED PORTIONS

30.01 In the event of Substantial Completion of a portion of the Project, **which determination and option shall be solely and exclusively within the CITY's authority and discretion whether to allow and accept Substantial Completion of a portion or portions of the Project (versus requiring Substantial Completion of the entire Project at one time)**, CITY shall have the right to take possession of, for maintenance and/or for use, of any such completed or partially completed portion(s) of the Project. However, prior to any possession, a punch list will be issued for the area to be occupied. Such possession and use shall not be

deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such possession or use delays the Project, DESIGN/BUILD FIRM may be entitled to a reasonable extension of time as determined by Contract Administrator.

30.02 In the event CITY takes possession, the following shall occur:

30.02.01 CITY shall give notice to DESIGN/BUILD FIRM at least thirty (30) calendar days in advance on intent to occupy a designated area.

30.02.02 DESIGN/BUILD FIRM shall bring the designated area to point of Substantial Completion. When DESIGN/BUILD FIRM considers that the designated area of the Project is substantially complete, DESIGN/BUILD FIRM shall so notify the Contract Administrator, in writing, and shall prepare for submission to the Contract Administrator a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of DESIGN/BUILD FIRM to complete work on the designated area in accordance with the Contract Documents. The Contract Administrator shall conduct an inspection to determine that the designated portion of the Project is substantially complete. The Contract Administrator will then instruct DESIGN/BUILD FIRM to deliver to CITY a Certificate of Occupancy (CO) pertinent to the designated portion, which CO shall be issued by the appropriate authority having jurisdiction over the Project. The Contract Administrator and DESIGN/BUILD FIRM shall agree on the time within which DESIGN/BUILD FIRM shall complete the items listed.

30.02.03 Upon issuance and acceptance of Certificate of Substantial Completion, CITY will assume full responsibility for maintenance, utilities, subsequent damages of CITY and public, adjustment of insurance coverages and start of warranty for occupied area. DESIGN/BUILD FIRM shall remain responsible for all items listed to be completed or corrected as submitted to Contract Administrator as required in Substantial Completion process.

30.02.04 If CITY finds it necessary to occupy or use a portion or portions of the Project prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by CITY and DESIGN/BUILD FIRM and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of DESIGN/BUILD FIRM and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

ARTICLE 31 CONSTRUCTION AREA

31.01 DESIGN/BUILD FIRM shall use areas approved by the Contract Administrator for deliveries and personnel. Contract limits of construction area are indicated on the concept drawings as issued by the Contract Administrator. Equipment, materials, and personnel shall be in conformance with this Contract.

31.02 To provide for maximum safety and security, DESIGN/BUILD FIRM shall erect and maintain all necessary barricades, and any other temporary walls and structures as required, and boarding or fencing to protect life and property during the period of construction.

ARTICLE 32 LANDS FOR WORK

32.01 CITY shall provide, as indicated in the Contract Documents, the lands upon which the Project is to be performed, rights-of-way and easements for access thereto and such other lands as are designated for the use of DESIGN/BUILD FIRM. No claim for damages or other claim other than for an extension of time shall be made or asserted against CITY by reason of any delay arising as a result of any failure of CITY to provide such lands on the date needed by DESIGN/BUILD FIRM. The provisions of Article 40 shall apply herein.

ARTICLE 33 LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

33.01 DESIGN/BUILD FIRM shall conform to all Applicable Laws with regard to labor employed, hours of work, and DESIGN/BUILD FIRM'S general operations. DESIGN/BUILD FIRM shall also conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on streets, highways, sidewalks, or other public right of ways without the written consent of the proper authorities.

ARTICLE 34 DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES

34.01 Existing utilities have been shown in the Contract Documents insofar as information is reasonably available; however, it will be DESIGN/BUILD FIRM'S sole responsibility to verify such information and to preserve all existing utilities, whether shown in the Contract Documents or not. If utility conflicts are encountered by DESIGN/BUILD FIRM during construction, DESIGN/BUILD FIRM shall re-design its proposed improvements, at its sole cost, to avoid utility conflicts, and/or provide sufficient notice to the owners of the utilities, and it shall be the sole responsibility of the DESIGN/BUILD FIRM to resolve any conflicts and make all necessary adjustments, at no additional cost to the CITY.

34.02 DESIGN/BUILD FIRM shall exercise care and take all precautions during excavation and construction operations to prevent damage to any existing facilities, equipment, or utilities. Any damage caused by DESIGN/BUILD FIRM shall be reported immediately to the Contract Administrator, and such work shall be repaired and/or replaced by DESIGN/BUILD FIRM in a manner approved by CITY. All costs to repair and/or replace any damage to existing facilities, equipment, or utilities shall be the sole responsibility of DESIGN/BUILD FIRM, and such repair or replacement shall be performed expeditiously without cost to CITY.

34.03 DESIGN/BUILD FIRM shall provide that type of required protection for finished Work at all times and protect adjacent Work during cleaning operations, and make good any damage resulting from neglect of this precaution.`

34.04 Protection of Work shall include protecting of Work that is factory finished, during transportation, storage, during and after installation. Where applicable, and as required, DESIGN/BUILD FIRM shall close off spaces of areas where certain Work has been completed to protect it from any damages caused by others during their operations.

34.05 DESIGN/BUILD FIRM shall store Materials, and shall be responsible for and shall maintain partly or wholly finished Work during the continuance of the Contract and until the final acceptance of the Project. If any materials or part of the work should be lost, damaged, or destroyed by any cause or means whatsoever, the DESIGN/BUILD FIRM shall satisfactorily repair and replace the same at DESIGN/BUILD FIRM'S own cost. The DESIGN/BUILD FIRM

shall maintain suitable and sufficient guards, if necessary, and barriers, and at night, suitable and sufficient lighting for the prevention of accidents.

34.06 To all applicable sections where preparatory work is part of Work thereon, DESIGN/BUILD FIRM shall carefully examine surfaces over which finished work is to be installed, laid or applied, before commencing with the work. DESIGN/BUILD FIRM shall not proceed with said work until defective surfaces on which work is to be applied are corrected to the satisfaction of the Contract Administrator. Commencement of work shall be considered acceptance of surfaces and conditions.

34.07 It will be the DESIGN/BUILD FIRM'S responsibility to preserve all existing utilities within the Project limits or as otherwise affected by DESIGN/BUILD FIRM. If utility conflicts are encountered by the DESIGN/BUILD FIRM during construction, it is anticipated that DESIGN/BUILD FIRM shall re-design its proposed improvements, at its sole cost, so as to avoid utility conflicts, and/or provide sufficient notice to their owners and compensate owners of the utilities from its funds so that they may make the necessary adjustments. Damage to any utilities, which in the sole reasonable opinion of the CITY is caused by negligence on the part of the DESIGN/BUILD FIRM, shall be repaired at the DESIGN/BUILD FIRM'S expense.

ARTICLE 35 CONTINUING THE WORK

35.01 DESIGN/BUILD FIRM shall carry on the Project and adhere to the CPM Project Schedule during all disputes or disagreements with CITY, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Price or Contract Time. No work shall be delayed or postponed pending resolution of any disputes or disagreements. The provisions of this Article shall be subject to all other applicable provisions of this Agreement.

ARTICLE 36 FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

36.01 The Contract Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents to Construction Manager and ordering minor changes in contract execution, providing the Field Order involves no change in the Contract Price or the Contract Time.

36.02 The Contract Administrator shall have the right to approve and issue to DESIGN/BUILD FIRM supplemental instructions setting forth the written orders, instructions, or interpretations concerning the Contract Documents or performance therein, provided they make no major changes in Contract execution and involve no change in the Contract Price or the Contract Time.

ARTICLE 37 CHANGES IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

37.01 Without invalidating the Contract and without notice to any surety, CITY reserves, and shall have the right from time to time, to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions, or Change Orders.

37.02 Changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to

the initiation of any work reflecting such change. This section shall not prohibit the issuance of Change Orders executed only by CITY as hereinafter provided.

37.03 The actual cost of the Payment and Performance Bond as a result of accepted changes in the Work shall be added to or deducted from the cost of the changes in the Work.

37.04 Notification of Change of Contract Time or Contract Price

37.04.01 Any claim for a change in the Contract Time or Contract Price shall be made by written notice delivered by DESIGN/BUILD FIRM to the Contract Administrator within five (5) calendar days of the commencement of the event giving rise to the claim (which may include an occurrence or omission that DESIGN/BUILD FIRM contends delays the Work, or receipt of an order, instruction, Contract Administrator's supplemental information, or other directive changing the Work, or any other occurrence that DESIGN/BUILD FIRM contends causes a change in Contract Time or Contract Price) and stating the general nature of the claim. Notice of the nature and elements of the claim shall be delivered within twenty (20) calendar days after the date of such written notice. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, notice of the extent of the claim with supporting data shall be delivered, unless Contract Administrator and DESIGN/BUILD FIRM allows an additional period of time to ascertain more accurate data in support of the claim, and shall be accompanied by DESIGN/BUILD FIRM's written statement that the adjustment claimed is the entire adjustment to which the DESIGN/BUILD FIRM has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time or Contract Price shall be determined by Project Manager and Contract Administrator in accordance with Article 11 hereof, if Project Manager, Contract Administrator and DESIGN/BUILD FIRM cannot otherwise agree. NO CLAIM FOR AN ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE WILL BE VALID UNLESS IT IS SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

37.04.02 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of and through no fault, negligence, or act or omission of DESIGN/BUILD FIRM if a claim is made therefore as required by the Contract. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions, acts of God, or acts of terrorism.

37.04.03 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for change in Contract Time pursuant to this Article 37. These time extensions are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent DESIGN/BUILD FIRM from productively performing controlling items of work; identified on the accepted schedule or updates resulting in: (1) DESIGN/BUILD FIRM being unable to work at least fifty percent (50%) of the normal work day on controlling items of work identified on the accepted CPM Project Schedule or updates due to adverse weather conditions; or (2) DESIGN/BUILD FIRM must make major repairs to the Work damaged by weather, provided the damage was not attributable to a failure or neglect by DESIGN/BUILD FIRM, and provided that DESIGN/BUILD FIRM was unable to work at least fifty percent (50%) of the normal work day on controlling items of work identified on the accepted

CPM Project Schedule or approved updates. No time extension will be allowed for weekend rains unless the DESIGN/BUILD FIRM has been working weekends on a regular basis on exterior Work.

37.04.04 The DESIGN/BUILD FIRM agrees and acknowledges that no ground for an extension to the Contract Time or Contract Price shall arise as a result of any reasonably foreseeable condition at the Project site, or as a result of anything contained in the Contract Documents.

37.05 Change Orders

37.05.01 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved and issued by CITY to the extent permitted under this Agreement.

37.05.02 The Project Manager, as authorized by the Contract Administrator, may initiate a Change Order request ("Change Order Request"), setting forth in detail the nature of the requested change. Upon receipt of a Change Order Request, the DESIGN/BUILD FIRM shall review the Change Order Request with the Project Manager and Contract Administrator prior to furnishing to the Project Manager a statement setting forth in detail, with a suitable detailed breakdown in Construction Specifications Institute (CSI) format, including a breakdown of labor and materials, the DESIGN/BUILD FIRM's estimate of the changes in the cost of the Work and changes to any other Contract Price elements attributable to the changes set forth in such Change Order Request, and proposed adjustments, if any, to the Contract Time resulting from such Change Order Request. If the Contract Administrator accepts such DESIGN/BUILD FIRM's estimate, a Change Order shall be processed by the CITY and delivered to the DESIGN/BUILD FIRM for execution. Agreement on any Change Order shall constitute a final settlement on all items affected therein, including without limitation any adjustment in the cost of the Work, DESIGN/BUILD FIRM's, Guaranteed Maximum Price, or the Contract Time, subject to performance thereof and payment therefore pursuant to the terms of this Contract and such Change Order. Changes in Contract Time will only be considered by the CITY when Contractor provides sufficient documentation delineating the daily impact to controlling items (Critical Path) identified in the original approved CPM Project Schedule.

37.05.03 The DESIGN/BUILD FIRM's fee on such changes shall be a percentage of the net change to the cost of the Work resulting from the Change Order, not to exceed ten percent (10%).

Subcontractor's percentage markup on Change Orders for overhead and profit shall be reasonable, but in no event shall the aggregate of the Subcontractor's overhead and profit markups exceed seven and a half percent (7.5%) of the Subcontractor's cost of the Work. In the event Subcontractor is affiliated with the Contractor by common ownership or management, or is effectively controlled by the Contractor, no fee will be allowed on the Subcontractor's costs. In the event there is more than one level of Subcontractor, such as second and third tier Subcontractors, the sum of all of the Subcontractors' percentage markups for overhead and profit shall not, in the aggregate, exceed ten

percent (10%) of the cost of the Work. Subcontractor's cost of the Work shall be determined in accordance with Article 12, hereof.

37.05.04 Contractor shall not start work on any alteration requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the CITY unless there is an immediate need to perform the work to maintain the CPM Project Schedule. If there were such a need, the Contract Administrator will issue direction to perform the work on the basis of a preliminary estimate provided by the Contractor and approved by the Project Manager. Upon receipt of a Change Order Contractor shall promptly proceed with the work set forth within the document.

37.05.05 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or submit the matter in dispute to Project Manager and Contract Administrator as set forth in Article 11, hereof. During the pendency of the dispute, and upon receipt of a Change Order, DESIGN/BUILD FIRM shall promptly proceed with the change in the Work involved and advise the Project Manager and Contract Administrator in writing within five (5) calendar days of DESIGN/BUILD FIRM's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

37.05.06 Upon approval of any Contract change increasing the Contract Price, DESIGN/BUILD FIRM shall ensure that the Performance Bond and Payment Bond are increased so that each reflects the total Contract Price as increased.

37.05.07 Change Orders may be issued unilaterally by CITY.

37.05.08 The DESIGN/BUILD FIRM hereby waives any claim not made with a timely request for a Change Order.

37.05.09 Notwithstanding anything in this Article 37, or in any other term or condition of this Agreement, DESIGN/BUILD FIRM acknowledges and agrees that after the Guaranteed Maximum Price has been established, no Change Order shall be approved in the case where the DESIGN/BUILD FIRM encounters a DCP discrepancy and has failed to foresee and/or coordinate any conditions in the Work, including conflicts between the Contract Documents, Plans and Specifications, and the existing Project site conditions, utilities, and unforeseen underground conditions, which will cause an increase to the Contract Price or the Contract Time.

37.05.10 No change in the Guaranteed Maximum Price shall be allowed for delays caused by labor disputes and strikes specific to the Project, or for other delay caused by the DESIGN/BUILD FIRM or its Subcontractors or suppliers of any tier.

37.05.11 The DESIGN/BUILD FIRM waives all claims for additional time or additional compensation for Work performed without a written Change Order, unless as stated in Subsection 37.05.04.

37.05.12 The DESIGN/BUILD FIRM agrees that, regardless of the pendency of any claim for additional compensation or time, the DESIGN/BUILD FIRM shall continue to execute all Work. The DESIGN/BUILD FIRM shall take all reasonable measures to minimize the effect of the pendency of a claim.

37.05.13 Should a material discrepancy be found between the DCP and the Contract Documents, and provided only that said discrepancy results from the regulatory review of an agency that has regulatory authority over the permitting process, the CITY shall issue a Change Order to the DESIGN/BUILD FIRM.

37.05.14 DESIGN/BUILD FIRM shall not include or request payment on any Change Orders that have not been formally and fully approved and executed by the appropriate parties.

ARTICLE 38 DIFFERING SITE CONDITIONS

38.01 No equitable adjustment to the Contract shall be allowed for DESIGN/BUILD FIRM and no change to Contract Price or Contract Time, in the event that during the course of the Work DESIGN/BUILD FIRM encounters an existing condition that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents.

ARTICLE 39 (This Article left intentionally blank)

ARTICLE 40 NO DAMAGES FOR DELAY

40.01 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. DESIGN/BUILD FIRM shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY for direct, indirect, consequential, impact, or other costs, expenses or damages including, but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, DESIGN/BUILD FIRM hindrances or delays are not due solely to fraud, bad faith or active interference on the part of CITY or its agents. Unless the delay is due solely to fraud, bad faith, or active interference by the City, DESIGN/BUILD FIRM shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided above. The specific application of this Article to other provisions of this Agreement shall not be construed as a limitation of any sort upon the further application of this Article. Ten Dollars ($10.00) of DESIGN/BUILD FIRM'S fee is acknowledged as separate and independent consideration for the covenants contained in this Article.

ARTICLE 41 SUBSTANTIAL COMPLETION

41.01 When DESIGN/BUILD FIRM considers that the Project, or a designated portion thereof, which is acceptable to CITY (in the event CITY chooses to accept same pursuant to the sole authority and discretion afforded to it under Article 30 hereof), is substantially complete, DESIGN/BUILD FIRM shall so notify the Contract Administrator and Project Manager, in writing, and shall prepare for submission to the Contract Administrator and Project Manager a thorough list of items to be completed or corrected, together with a schedule for completion of all items. The failure to include any items on such list does not alter the responsibility of DESIGN/BUILD FIRM to complete all Work in accordance with the Contract Documents. The Contract Administrator, Project Manager, and such other persons as they may deem necessary, shall conduct a joint inspection to determine that the Project (or designated portion thereof) is substantially complete. The Contract Administrator will then instruct DESIGN/BUILD FIRM to prepare and deliver to the Contract Administrator a Certificate of Substantial Completion which shall establish the date of Substantial Completion for the Project (or that portion of the Project). After review of the certificate by the Contract Administrator, CITY shall either accept or reject the certificate. Acceptance of Substantial Completion by CITY shall be based upon compliance with the Contract Documents and Applicable Laws. DESIGN/BUILD FIRM shall have thirty (30) days to complete the items listed therein. Warranties required by the Contract Documents and submitted in appropriate form to the Contract Administrator along with the request for Substantial Completion shall commence on the date of Substantial Completion of the Project (or for that portion of the Project). The Certificate of Substantial Completion shall be submitted to CITY through the Contract Administrator and DESIGN/BUILD FIRM for their written acceptance of the responsibilities assigned to them in such Certificate.

ARTICLE 42 SHOP DRAWINGS AND SCHEDULE OF VALUES

42.01 DESIGN/BUILD FIRM shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of a Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

42.02 DESIGN/BUILD FIRM shall submit to the Contract Administrator, within thirty (30) calendar days following the application for a building permit, a complete list of preliminary data on items for which Shop Drawings are to be submitted. Approval of this list by the Contract Administrator, which approval shall be in writing, shall in no way relieve DESIGN/BUILD FIRM from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

42.03 After the approval of the list of items required in Subsection 42.02, DESIGN/BUILD FIRM shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

42.04 DESIGN/BUILD FIRM shall thoroughly review and check the Shop Drawings and each and every copy shall show DESIGN/BUILD FIRM'S approval thereon.

42.05 If the Shop Drawings show or indicate departures from the Contract requirements, DESIGN/BUILD FIRM shall make specific mention thereof in its shop drawing submittal and a separate letter. Failure to point out such departures shall not relieve DESIGN/BUILD FIRM from its responsibility to comply with the Contract Documents. Contract Administrator shall determine acceptability of change and, in considering said change, may require data, technical comparisons, cost comparisons, quality comparisons and/or calculations to determine the equality of deviations. Contract Administrator is not obligated to accept deviations.

42.06 No work called for by Shop Drawings shall be done until the said Drawings have been furnished to and accepted, in writing, by the Contract Administrator. Contract Administrator shall respond to Shop Drawings pre-approved by Consultant with objections or acceptance within ten (10) business days of receipt. Acceptance is for design intent only and shall not relieve DESIGN/BUILD FIRM and Consultant from responsibility for fit, form, function, quantity or for errors or omissions of any sort on the Shop Drawings.

42.07 No acceptance will be given to partial submittal of Shop Drawings for items which interconnect and/or are interdependent. It is DESIGN/BUILD FIRM'S responsibility to assemble the Shop Drawings for all such interconnecting and/or independent items, check them, and then make one (1) submittal to the Contract Administrator, along with DESIGN/BUILD FIRM'S comments as to compliance, noncompliance, or features requiring special attention.

42.08 If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink. Catalog sheet with multiple options shall be highlighted to depict specific pertinent data including options.

42.09 DESIGN/BUILD FIRM shall submit to Contract Administrator eight (8) copies. Re-submissions of Shop Drawings shall be made in the same quantity until final acceptance is obtained.

42.10 Contract Administrator's acceptance of the Shop Drawings, as approved by DESIGN/BUILD FIRM, will be for general compliance with the Plans and Specifications, and shall not relieve DESIGN/BUILD FIRM of responsibility for the accuracy of such Drawings, nor for the proper fittings and construction of the Work, nor for the furnishing of the Materials or Work required by the Contract and not indicated on the Drawings.

42.11 DESIGN/BUILD FIRM shall keep one (1) set of Shop Drawings, marked with the Contract Administrator's acceptance, at the Project site at all times.

42.12 The DESIGN/BUILD FIRM shall submit a Schedule of Values to the Contract Administrator as specified in the Technical Specifications. DESIGN/BUILD FIRM shall submit to the Contract Administrator a separate Schedule of Values for demolition, abatement, and site work thirty (30) calendar days prior to commencing such portion of the Work. The schedule will be typed on 8-1/2" x 11" white paper listing: title of Project, location, Project number, Consultant, Contractor, Contract designation, and date of submission. The schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during the construction. The table of contents of the specifications shall establish the format for listing the component items. Each line item will be identified by the number and title of the respective major section of the specifications. For each line item, DESIGN/BUILD FIRM shall list the sub-values of major products or operations under the item.

Each item shall include the proportion of DESIGN/BUILD FIRM'S overhead and profit. For any items for which progress payments will be requested for stored materials, the value will be broken down with:

42.12.01 The cost of materials delivered, unloaded, properly stored and safeguarded, with taxes paid; and

42.12.02 The total installed value.

ARTICLE 43 FIELD ENGINEERING

43.01 The DESIGN/BUILD FIRM shall provide and pay for field engineering services required for the Project. This work shall include the following elements:

43.01.01 Survey work required in execution of the Project.

43.01.02 Civil, structural or other professional engineering, architectural, landscape architectural, or land surveying services specified, or required to execute the DESIGN/BUILD FIRM'S construction methods.

43.02 The survey completed by DESIGN/BUILD FIRM will identify the qualified engineer or registered land surveyor, acceptable to the CITY, and he or she shall be retained by the DESIGN/BUILD FIRM at the outset of this Project.

43.03 The survey will locate and protect control points prior to starting site work, and will preserve all permanent reference points during construction.

43.03.01 No changes or relocations will be made without prior written notice to the Contract Administrator.

43.03.02 A written report shall be made to the Contract Administrator when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

43.03.03 The surveyor shall be required to replace Project control points which may be lost or destroyed. The surveyor shall be duly registered as a surveyor or mapper, as required by state law.

43.03.04 Replacements shall be established based upon original survey control.

ARTICLE 44 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

44.01 The entire responsibility for establishing and maintaining a line and grade in the field lies with DESIGN/BUILD FIRM. DESIGN/BUILD FIRM shall maintain an accurate and precise horizontal and vertical record of the existing pavement conditions; final pavement conditions; and all pipe lines, conduits, structures, underground utility access portals, handholes, fittings, etc. encountered or installed during construction. DESIGN/BUILD FIRM shall deliver these records in good order to the Contract Administrator as the work is completed. These records shall serve as a basis for "as-built" drawings. The cost of all such field layout and recording work is included in the Contract Price.

44.02 DESIGN/BUILD FIRM shall maintain in a safe place at the site, one (1) record copy of the Plans and Specifications, addenda, written amendments, Change Orders and written interpretations and clarifications, in good order and annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, will be available to Contract Administrator for reference. Upon completion of the Project, these record documents, samples and Shop Drawings shall be delivered to Contract Administrator.

44.03 At the completion of the Project, the DESIGN/BUILD FIRM shall turn over to the CITY a set of reproducible drawings (Mylars) and a complete set of all drawings in the latest version of AutoCAD on Compact Disk, not compressed, which accurately reflect the "as-built" conditions of the new facilities. All changes made to the Construction Documents, either as clarifications or as changes, will be reflected in the plans. The changes shall be submitted on Mylar at least monthly to the Contract Administrator. These "as-built" drawings on Mylar and the latest version of the AutoCAD format media must be delivered and found to be acceptable prior to final payments.

ARTICLE 45 SAFETY AND PROTECTION

45.01 DESIGN/BUILD FIRM shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. DESIGN/BUILD FIRM shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

45.01.01 All employees on the Project and other persons who may be affected thereby;

45.01.02 All the work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

45.01.03 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

45.02 DESIGN/BUILD FIRM shall comply with all Applicable Laws, for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. DESIGN/BUILD FIRM shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Sections 45.01.02 and 45.01.03 above, caused directly or indirectly, in whole or in part, by DESIGN/BUILD FIRM, any Subcontractor or Consultant, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by DESIGN/BUILD FIRM; however, DESIGN/BUILD FIRM shall not be liable for injury or damage caused by the gross negligence or willful misconduct of the CITY, its employees, consultants or its separate contractors. DESIGN/BUILD FIRM'S duties and responsibilities for the safety and protection of the Project shall continue until such time as all the Project is completed and the Contract Administrator has issued a notice to DESIGN/BUILD FIRM that the Project is acceptable except, as otherwise provided in Article 30.

45.03 DESIGN/BUILD FIRM shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be DESIGN/BUILD FIRM'S Project Representative unless otherwise designated in writing by DESIGN/BUILD FIRM to CITY.

ARTICLE 46 (This Article left intentionally blank)

ARTICLE 47 (This Article left intentionally blank)

ARTICLE 48 CLEANING UP AND REMOVAL OF EQUIPMENT

48.01 DESIGN/BUILD FIRM shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by DESIGN/BUILD FIRM'S operations. At the completion of the Project, DESIGN/BUILD FIRM shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If DESIGN/BUILD FIRM fails to clean up at the completion of the Project, CITY may do so, and the cost thereof shall be charged to DESIGN/BUILD FIRM.

48.02 CITY'S Right to Clean-Up: If a dispute arises between DESIGN/BUILD FIRM and separate contractors as to responsibility for cleaning up, CITY may clean up and charge the cost thereof to the contractors responsible therefore, as the Contract Administrator shall determine to be just. This provision is solely for cleaning.

48.03 Removal of Equipment: In case of termination of this Agreement before completion for any cause whatever, DESIGN/BUILD FIRM, if notified to do so by CITY, shall promptly remove any part or all of DESIGN/BUILD FIRM'S equipment and supplies from the property of CITY, failing which CITY shall have the right to remove such equipment and supplies at the expense of DESIGN/BUILD FIRM.

ARTICLE 49 (This Article left intentionally blank)

ARTICLE 50 BONDS AND INSURANCE

DESIGN/BUILD FIRM shall furnish, or cause to be furnished, on or before fifteen (15) days after execution of this Agreement, the following:

50.01 Performance Bond and Payment Bond (Surety):

50.01.01 A performance bond and payment bond of the form and containing all the provisions attached hereto and made a part hereof. Payment and Performance bonds may be in the form of dual obligee bonds from the Contractor in the amount of the contract between the DESIGN/BUILD FIRM and the Contractor, naming the CITY and DESIGN/BUILD FIRM as dual obligees. DESIGN/BUILD FIRM shall provide payment and performance bonds in the remaining amount of the Contract Price naming the CITY as the obligee on those bonds.

50.01.02 The Bonds shall be in the amount of one hundred percent (100%) of the Contract amount guaranteeing to CITY the completion and performance of the Project covered in this Agreement as well as full payment of all suppliers, material persons,

laborers, or Subcontractors employed pursuant to this Project. Such Bonds shall be with a surety company which is qualified pursuant to Section 50.03.

50.01.03 Such Bonds shall continue in effect for one year after completion and acceptance of the Project with liability equal to one hundred percent (100%) of the Contract Price, or an additional bond shall be conditioned that DESIGN/BUILD FIRM will, upon notification by CITY, correct any defective or faulty work or materials which appear within one year after completion and acceptance of the Project.

-OR-

50.02 Performance and Payment Guaranty:

50.02.01 In lieu of a performance bond and payment bond, DESIGN/BUILD FIRM may furnish an alternate form of security which may be in the form of cash, money order, certified check, cashiers check or irrevocable letter of credit. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by CITY for one year after completion and acceptance of the Project.

50.03 Qualifications of Surety:

50.03.01 A separate performance bond and payment bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the state of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

50.03.02 In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

50.03.02.01 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10 Section 223.111). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner.

50.03.02.02 The surety company shall have at least the following minimum ratings in the latest revision of Best's Insurance Report:

Amount of Bond	**Ratings**	**Category**
500,001 to 1,020,000	B+	Class I
1,020,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10, 000, 000	A	Class IV
10,000,001 to 25,000,000	A	Class V

25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

50.04 INDEMNIFICATION OF CITY

50.04.01 In consideration of twenty-five dollars ($25.00), separately acknowledged by DESIGN/BUILD FIRM, and other valuable consideration, DESIGN/BUILD FIRM shall indemnify and save harmless CITY, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any construction activities of DESIGN/BUILD FIRM its Consultant, Contractor, or any Subcontractors, Subconsultants, agents, servants, or employees connected with the Project; or by or in consequence of any negligence of DESIGN/BUILD FIRM, its Consultant, Contractor, or any Subcontractors, Subconsultants, agents, servants, or employees (excluding gross negligence or willful misconduct of CITY), in connection with the construction activities of the DESIGN/BUILD FIRM its Consultant, Contractor or any Subcontractors, Subconsultants, agents, servants, or employees connected with the Project; or by use of any improper materials; or by or on account of any act, error or omission of DESIGN/BUILD FIRM its Consultant, Contractor, or any Subcontractor, Subconsultants, agents, servants or employees, except to the extent caused by CITY. DESIGN/BUILD FIRM agrees to indemnify and save harmless CITY against any claims or liability arising from or based upon the violation of any federal, state, CITY or city laws, bylaws, ordinances or regulations by DESIGN/BUILD FIRM, its Consultant, Contractor, Subcontractors, Subconsultants, agents, servants or employees (excluding gross negligence or willful misconduct of CITY). DESIGN/BUILD FIRM further agrees to indemnify and save harmless CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation. This consideration is separate and distinct from any other consideration received by DESIGN/BUILD FIRM.

50.04.02 DESIGN/BUILD FIRM further agrees to indemnify, save harmless and defend CITY, its agents, servants and employees, from and against any claim, demand or cause of action of whatever kind or nature arising out of any negligent conduct or misconduct of DESIGN/BUILD FIRM not included in Section 50.04.01 above and for which CITY, its Consultant, Contractor, Subcontractors, Subconsultants, agents, servants or employees, are alleged to be liable.

50.04.03 The indemnification provided above shall obligate DESIGN/BUILD FIRM to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against CITY which may result from the operations and activities under this Agreement whether the construction operations be performed by DESIGN/BUILD FIRM, its Consultant, Contractor, Subcontractors, its Subconsultants, or by anyone directly or indirectly employed by any of the above.

50.04.04 The execution of this Agreement by DESIGN/BUILD FIRM shall obligate DESIGN/BUILD FIRM to comply with the foregoing indemnification provision. The

obligations under this Section 50.04 shall survive termination and/or other expiration of this Agreement.

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

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

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

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

D. **Professional (Design Errors & Omissions) Liability** Insurance in an amount not less than $1,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability. The policy must be endorsed to provide coverage for up to three (3) years after project completion. The policy is to be on a primary basis if other professional liability is carried.

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

All deductibles for insurance required in this Agreement are the responsibility of the Contractor.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in

Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ:
CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE, 3rd FLOOR
MIAMI BEACH, FL 33139

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

ARTICLE 51 MISCELLANEOUS

51.01 ROYALTIES AND PATENTS: All fees, royalties, and claims for any invention, or pretended invention, or patent of any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction of this Project or appurtenances, are hereby included in the prices stipulated in this Agreement for said Project.

51.02 DATUM: All elevations are to refer to the North American Vertical Datum of 1988 (NAVD).

51.03 RIGHTS OF VARIOUS INTERESTS: Whenever work being done by CITY'S forces or by other contractors is contiguous to work covered by this Agreement, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the work in general harmony.

51.04 ASSIGNMENT: This Agreement shall not be assigned or subcontracted a whole without the written consent of the City, nor shall DESIGN/BUILD FIRM assign any monies due or to become due to it hereunder, without the prior written consent of the City.

51.05 NO INTEREST: Any monies not paid by CITY when claimed to be due to DESIGN/BUILD FIRM under this Agreement shall not be subject to interest. However, the provisions of CITY'S prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes, as such relates to the payment of interest, shall apply to valid and proper invoices.

51.06 OWNERSHIP OF DOCUMENTS: Drawing, specifications, design, models, photographs, computer AutoCAD disks, reports, surveys, and other data provided in connection with this Agreement and for which CITY has rendered payment, are and shall become and remain the property of CITY whether the Project for which they are made is executed or not. If this Agreement is terminated for any reason prior to completion of the Work, CITY may, in its discretion, use any design and documents prepared hereunder for the purpose of completing the Project, provided that CITY has paid for same; and provided further that if such termination occurs prior to completion of documents and/or through no fault of DESIGN/BUILD FIRM; DESIGN/BUILD FIRM shall have no liability for such use; and provided further that any reuse without the written verification or adaptation of DESIGN/BUILD FIRM for the specific purpose intended will be without liability or legal exposure to DESIGN/BUILD FIRM. At the completion of

the Project, as part of the Project closeout, copies of all drawings on AutoCAD disks shall be transmitted from DESIGN/BUILD FIRM to the Contract Administrator within seven (7) calendar days of termination of this Agreement in addition to the record drawing. The provisions of this clause shall survive termination or expiration of this Agreement and shall thereafter remain in full force and effect. Any compensation due to DESIGN/BUILD FIRM shall be withheld until all documents are received as provided herein. Notwithstanding the foregoing, the CITY retains ownership of any and all documents provided to the DESIGN/BUILD FIRM and has full use thereof without any further payment.

51.07 RECORDS

DESIGN/BUILD FIRM shall keep such records and accounts and require its Contractor, Consultant, and Subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of the Project pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

51.08 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

DESIGN/BUILD FIRM shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act in the course of providing any services funded in whole or in part by CITY, including Titles I and 11 of the (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

DESIGN/BUILD FIRM'S decisions regarding the delivery of work and services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

DESIGN/BUILD FIRM shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, DESIGN/BUILD FIRM shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

DESIGN/BUILD FIRM shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of

pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

DESIGN/BUILD FIRM shall not engage in or commit any discriminatory practice in violation of the CITY'S Human Rights Ordinance, as same may be amended form time to time, in performing the Scope of Services or any part of the Scope of Services of this Agreement.

51.09 NO CONTINGENT FEE: DESIGN/BUILD FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for DESIGN/BUILD FIRM to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DESIGN/BUILD FIRM, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

51.10 ALL PRIOR AGREEMENTS SUPERSEDED: AMENDMENTS: The Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the Contract Documents. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

51.11 NOTICES: Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:
City of Miami Beach
Capital Improvement Projects Office
1700 Convention Center Drive
Miami Beach, Florida 33139
c/o CIP Director

WITH COPY TO:
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
c/o City Manager

and

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
c/o City Attorney

FOR DESIGN/BUILD FIRM:

_____

51.12 TRUTH-IN-NEGOTIATION CERTIFICATE: Signature of this Agreement by DESIGN/BUILD FIRM shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original Contract Price and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the Contract Price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments shall be made within one (1) year following completion and acceptance of the Project.

51.13 INTERPRETATION: The parties hereto acknowledge and agree that the language used in this Agreement expresses their mutual intent, and no rule of strict construction shall apply to either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to the particular sentence, paragraph or section where they appear, unless the context requires otherwise. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections and subparagraphs of such Section or Article, unless the reference is expressly made to a particular subsection or subparagraph of such Section or Article.

51.14 RECYCLED CONTENT: In support of the Florida Waste Management Law, DESIGN/BUILD FIRM is encouraged to supply any information available regarding recycled material content in the products provided. CITY is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. CITY also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

51.15 PUBLIC ENTITY CRIMES ACT: In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a Public Entity Crime, may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor supplier, Subcontractor or consultant under a contract with the CITY and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Violation of this section shall result in cancellation of the CITY purchase and may result in debarment.

51.16 APPLICABLE LAW AND VENUE: This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall be in Miami-Dade County, Florida. BY ENTERING INTO THIS CONTRACT, DESIGN/BUILD FIRM AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT. DESIGN/BUILD FIRM SHALL SPECIFICALLY BIND ITS PROJECT TEAM MEMBERS AND ANY AND ALL SUBCONTRACTORS TO THE PROVISIONS OF THE CONTRACT.

51.17 PUBLIC INFORMATION: This DESIGN/BUILD FIRM shall employ or subcontract a professional Public Information Officer, approved by the Contract Administrator, to coordinate the public information component of the Work. The Public Information Officer shall be responsible for writing public involvement plans for the Project; identifying potential impacts to the public as a result of Contract Documents; preparing and disseminating collateral materials to the public; developing strategic alliances and partnerships with the community; preparing and presenting project information for meetings; coordinating resolution of issues; maintaining a database of stakeholders; preparing information for CITY website updates; performing media responses in writing, as needed; coordinating formal and informal public meetings; and executing other duties relevant to the position, as deemed necessary by the Contract Administrator. At a minimum, the DESIGN/BUILD FIRM'S public relations, community involvement and customer service work, as it relates to the Project, shall include, at no additional cost to the CITY, the following:

1. Developing a Public Involvement Plan;
2. Developing Project-related informational material;
3. Communicating Project information and addressing concerns;
4. Preparing related media communications and informational materials;
5. Coordinating emergency communications;
6. Developing presentations and talking points;
7. Planning, organizing and attending special events and meetings ;
8. Preparing audio/video presentations;
9. Writing newsletters and feature stories; and
10. Translating collateral material developed.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST: THE CITY OF MIAMI BEACH, FLORIDA

_____ _____

City Clerk Mayor

DESIGN/BUILD FIRM MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

[If incorporated sign below]

DESIGN/BUILD FIRM/

_____

ATTEST:

_____ By: _____

(Secretary) (President)

_____

(Corporate Seal) (Print Name and Title)

____day of _____, 20____

CITY REQUIRES FIVE (5) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

DRAFT

00708. FORM CERTIFICATE OF INSURANCE

A certificate of insurance form will be attached here.

DRAFT

00710. FORM OF PERFORMANCE BOND

BY THIS BOND, We _____, as Principal, hereinafter called Contractor , and _____, as Surety, are bound to the City of Miami Beach, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: _____, awarded the _____ day of _____, 20____, with City which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and City for construction of _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

2. Pays City all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that City sustains as a result of default by Contractor under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

   Whenever Contractor shall be, and declared by City to be, in default under the Contract, City having performed City obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

   3.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or

   3.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Proposer, or, if City elects, upon determination by City and Surety jointly of the lowest responsible Proposer, arrange for a contract between such Proposer and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract

or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

_____
Secretary

(CORPORATE SEAL)

_____
(Name of Corporation)

By: _____
(Signature)

_____
(Print Name and Title)

IN THE PRESENCE OF:

_____

_____

_____

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

_____
(City/State/Zip Code)

Telephone No.: _____

DRAFT

00720. FORM OF PAYMENT BOND

BY THIS BOND, We _____, as Principal, hereinafter called Contractor , and _____, as Surety, are bound to the City of Miami Beach, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: _____, awarded the _____ day of _____, 20____, with City which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays City all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that City sustains because of default by Contractor under the Contract; and

2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

   THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

   2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to Contractor a notice that he intends to look to the bond for protection.

   2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

   2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

2.4. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

Contractor

ATTEST:

_____
(Name of Corporation)

_____ By: _____
(Secretary) (Signature)

_____
(Corporate Seal) (Print Name and Title)

____ day of _____, 20____.

IN THE PRESENCE OF:

INSURANCE COMPANY:

_____

_____ By: _____
Agent and Attorney-in-Fact

_____ Address: _____
(Street)

_____
(City/State/Zip Code)

Telephone No.: _____

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00721. CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond (Performance Bond and Payment Bond); that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

_____ (SEAL)
Secretary (on behalf of)

_____
Corporation

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond (Performance Bond and Payment Bond) on behalf of Contractor named therein in favor of City.

Subscribed and Sworn to before me this _____ day of _____, 20____.

My commission expires:

_____

_____
Notary Public, State of Florida at Large

Bonded by_____

00735. PERFORMANCE AND PAYMENT GUARANTY FORM
UNCONDITIONAL LETTER OF CREDIT:

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Applicant:

Amount: _____
in United States Funds

Expiry:
(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)

at _____ by order
(branch address)

of and for the account of _____
(contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of _____ available by your drafts at sight, accompanied by:

1. A signed statement from the City Manager or his authorized designee, that the drawing is due to default in performance of certain obligations on the part _____ (contractor, applicant, customer) agreed upon by and between the City of Miami Beach, Florida and _____ (contractor), pursuant to the _____ (applicant, customer) Bid/Contract No. _____ for _____ (name of project) and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than _____.
(expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No._____ (Number), of _____ (Bank name) dated _____.

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the City of Miami Beach with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to the City that this Letter of Credit will expire prior to performance of the contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the Final Completion of the Project by the _____.
(contractor, applicant, customer)

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1993 revision), Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

_____
Authorized Signature

DRAFT

00900. SUPPLEMENTARY SPECIFICATIONS

(Not Applicable)

DRAFT

00920. ADDITIONAL ARTICLES:

[ ] 1. Prevailing Wage Rate Ordinance **[N/A]**

This Project is not federally funded. City of Miami Beach Ordinance No, 94-2960 provides that in all non-federally funded construction contracts in excess of one million dollars to which the City of Miami Beach is a party, the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work, as established by the Federal Register, in the City of Miami Beach, Florida. The provisions of this Ordinance shall not apply to the following projects:

a. water, except water treatment facilities and lift stations;
b. sewer, except sewage treatment facilities and lift stations;
c. storm drainage;
d. road construction, except bridges or structures requiring pilings; and
e. beautification projects, which may include resurfacing new curbs, gutters, pavers, sidewalks, landscaping, new lighting, bus shelters, bus benches and signage.

[*NOTE: INSERT IF APPLICABLE]

[ ] 2. Federal Grant Projects: **[N/A]**

2.1. By virtue of the fact that the funding of this Project will be delivered in full or in part from the United States government through _____, federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in Federal Register or CFR.

2.2. Clauses, terms or conditions required by federal grantor agency are hereby attached and made a part of this Project Manual.00922.

DRAFT

00922. STATEMENT OF COMPLIANCE
(PREVAILING WAGE RATE ORDINANCE NO. 94-2960

Contract No. _____

No. _____
Project Title _____
_____

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by City of Miami Beach Ordinance No. 94-2960 and the applicable conditions of the Contract.

Dated _____, 20___

_____
(Contractor)

By: _____
(Signature)

By: _____
(Print Name and Title)

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

_____
(Signature of person taking acknowledgment)

_____
(Name of officer taking acknowledgment)
(typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

My commission expires:

00923. STATEMENT OF COMPLIANCE
(DAVIS BACON ACT)

No. _____

Contract No. _____

Project Title _____
_____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by the Davis Bacon Act and the applicable conditions of the Contract.

Dated _____, 20___

_____
Contractor

By: _____
(Signature)

By: _____
(Print Name and Title)

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

_____
(Signature of person taking acknowledgment)

_____
(Name of officer taking acknowledgment)
(typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

My commission expires:

00925. CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT:
(name, address)

Consultant:

BID/CONTRACT NUMBER:

TO (City):

Contractor :

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or portion thereof designated by City is the date certified by Consultant when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work, is sufficiently complete in accordance with the Contract Documents, so the Project is available for beneficial occupancy by City. A Certificate of Occupancy must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

A list of items to be completed or corrected, prepared by Consultant and approved by City, is attached hereto. The failure to include any items on such list does not alter the responsibility of Contractor to complete all work in accordance with the Contract

Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

_____ _____ _____
Consultant BY DATE

In accordance with Section 2.2 of the Contract, Contractor will complete or correct the work on the list of items attached hereto within _____ from the above Date of Substantial Completion.

_____ _____ _____
Consultant BY DATE

City, through the Contract Administrator, accepts the Work or portion thereof designated by City as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

City of Miami Beach, Florida _____ _____
By Contract Administrator Date

The responsibilities of City and Contractor for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:

DRAFT

00926. FINAL CERTIFICATE OF PAYMENT:

PROJECT:
(name, address)

Consultant:

BID/CONTRACT NUMBER:

TO (City):

Contractor:

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required by Section 5.2 of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

_____ _____ _____
Consultant BY DATE

City, through the Contract Administrator, accepts the work as fully complete and will assume full possession thereof at _____
_____ (time)
(date)

City of Miami Beach, Florida _____ _____
By Contract Administrator Date

00930. FORM OF FINAL RECEIPT:

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20_____, from City of Miami Beach, Florida, the sum of _____ Dollars ($_____) as full and final payment to Contractor for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

Contractor hereby indemnifies and releases City from all liens and claims whatsoever arising out of the Contract and Project.

Contractor hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, Contractor may submit a consent of surety to final payment in a form satisfactory to City.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[If incorporated sign below.]

Contractor

ATTEST:

_____
(Name of Corporation)

_____ By: _____
(Secretary) (Signature)

_____
(Corporate Seal) (Print Name and Title)

____day of _____, 20___[If not incorporated sign below.]

Contractor

WITNESSES:

_____ _____
(Name of Firm)

_____ By: _____
(Signature)

_____
(Print Name and Title)

____ day of _____, 20___.

04000. ACKNOWLEDGEMENT OF ADDENDA

REQUEST FOR PROPOSALS (RFP) No. 051-2014SR
DESIGN/BUILD SERVICES FOR NEIGHBORHOOD NO. 8: SUNSET ISLANDS 3 & 4
RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this Proposal:

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

Part II: _____ No addendum was received in connection with this Proposal.

Verified with Procurement staff

_____ _____
Name of Staff Date

_____ _____
Proposers- Name Date

_____
Signature

05000. CUSTOMER REFERENCE LISTING

General Contractor (and/or Sub-Contractors) shall furnish the names, addresses, telephone, fax numbers and e-mail addresses of a minimum of 8 references of a minimum of four (4) separate completed projects.

1) Company Name _____

Address _____

Contact Person/**Contract Amount**_____

Telephone:_____ Fax:_____

E-mail:_____

2) Company Name _____

Address _____

Contact Person/**Contract Amount**_____

Telephone:_____ Fax:_____

E-mail:_____

3) Company Name _____

Address _____

Contact Person/**Contract Amount**_____

Telephone:_____ Fax:_____

E-mail:_____

4) Company Name _____

Address _____

Contact Person/**Contract Amount**_____

Telephone:_____ Fax:_____

E-mail:_____

DRAFT

5) Company Name _____

Address _____

Contact Person/**Contract Amount**_____

Telephone:_____ _____Fax:_____

E-mail:_____

6) Company Name _____

Address _____

Contact Person/**Contract Amount**_____

Telephone:_____ Fax:_____

E-mail:_____

7) Company Name _____

Address _____

Contact Person/**Contract Amount**_____

Telephone:_____ Fax:_____

E-mail:_____

8) Company Name _____

Address _____

Contact Person/**Contract Amount**_____

Telephone :_____ Fax:_____

E-mail:_____

06000. SUB-CONTRACTOR LISTING INFORMATION

REQUEST FOR PROPOSALS (RFP) No. 051-2014SR
DESIGN/BUILD SERVICES FOR NEIGHBORHOOD NO. 8: SUNSET ISLANDS 3 & 4
RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS

SUB-CONTRACTORS PROVIDING SERVICES TO THIS PROJECT

Name of Subcontractor (Telephone and fax no.)	Work to be completed	% of Work to be performed
Name:_____ Tel:_____ E-Mail:_____		
Name:_____ Tel:_____ E-Mail:_____		
Name:_____ Tel:_____ E-Mail:_____		
Name:_____ Tel:_____ E-Mail:_____		
Name:_____ Tel:_____ E-Mail:_____		
Name:_____ Tel:_____ E-Mail:_____		

(Attach additional forms if necessary)

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C4

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales City Manager

DATE: December 11, 2013

SUBJECT: **REFERRAL TO THE PLANNING BOARD TO AMEND SECTION 114-1 OF THE CITY CODE TO AMEND THE DEFINITION OF FLOOR AREA TO EXEMPT ONLY NON-HABITABLE FLOOR AREA LOCATED BELOW GRADE WHERE THE CEILING IS ALSO BELOW GRADE.**

ADMINISTRATION RECOMMENDATION

Refer the item to the Land Use and Development Committee for discussion.

KEY INTENDED OUTCOME

Maintain strong development management policies.
Enhance the environmental sustainability of the community.
Improve storm drainage citywide.

BACKGROUND

Section 114-1 of the Land Development Regulations of the City Code currently defines *floor area* as the sum of the gross horizontal areas of the floors of a building or buildings, measured from the exterior faces of exterior walls or from the exterior face of an architectural projection, from the centerline of walls separating two attached buildings. This is an important concept, as it is then used to determine *floor area ratio* (FAR), which governs how much floor area is permitted for a development, and which controls how much mass and bulk proposed new buildings may contain.

The Code's definition for floor area of a building contains certain specified exemptions, such as enclosed garbage rooms, mechanical equipment rooms located on the roof, water tanks or cooling towers, uncovered steps, attic spaces, terraces, breezeways, or open porches, exterior unenclosed private balconies and required parking areas.

Another exemption from the definition in this section is for "floor area located below grade." This means that if an area is completely underground, it does not count towards floor area. This section continues, "if the ceiling is above grade, one-half of the floor area that is below grade shall be included in the floor area ratio calculation." This sentence is problematic because it actually encourages retail development on the ground floor of buildings to be placed a few inches below grade in order to gain this "FAR bonus". While not all developments take advantage of this provision, those that do exploit this loophole are then built slightly below grade, resulting in problems in future when flooding occurs.

In today's era of climate change and sea level rise, recurrent flooding has become an emerging problem. It makes little sense for the Land Development Regulations to encourage placing first floor development below grade when the City is otherwise looking for solutions to the flooding issue. Therefore, it is recommended that this provision be deleted.

CONCLUSION

It is recommended that the City Commission approve the request to refer a discussion on amending Section 114-1 of the City Code to amend the definition of floor area to exempt only non-habitable floor area located below grade where the ceiling is also below grade, to the Finance and City-wide Projects Committee.

JLM / JMJ / RGL
T:\AGENDA\2013\December 11\Below Grade Floor Area Referral - Memo.docx

Agenda Item C4A
Date 12-11-13

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REFERRAL TO THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE A DISCUSSION REGARDING THE ANDREE JULIETTE BRUN BUST AND CHUCK HALL BUST FORMERLY ON DISPLAY AT THE JACKIE GLEASON THEATER.**

BACKGROUND

Andree Juliette Brun was an accomplished pianist who was born in Paris, France, and lived in Los Angeles, Miami, Buenos Aires and New York City over the course of her life. She was appointed President of the Miami Beach Community Concert Association, which was a resident company at the Jackie Gleason Theater for numerous years. Ms. Brun passed away in 1989. To memorialize her accomplishments, five bronze busts of Ms. Brun were commissioned to sculptor Frank Colson of Sarasota, Florida.

Chuck Hall was the first Mayor of Metropolitan Dade County from 1964-1970 and subsequently, Mayor of Miami Beach from 1971-1974. He also made an unsuccessful attempt to run for Governor of Florida, but passed away of a sudden heart attack in August 1974. As mayor of Miami Beach he hosted the Democratic and Republican National Conventions in 1972.

Busts were placed inside the Jackie Gleason Theater in honor of Mayor Hall and Ms. Brun. In 2007 Live Nation was awarded a management agreement for the Jackie Gleason Theater and immediately began a $3.5 million renovation of the theater before rebranding the theater as the Fillmore Miami Beach at the Jackie Gleason Theater. At that time, the busts were removed and stored at the Miami Beach Convention Center.

Mr. Jim Anderson, widower of the late Ms. Brun, recently contacted the City requesting the busts be placed back at the Jackie Gleason Theater. City staff began researching the history of both busts and was unable to find a resolution or any formal action from the then City Commission approving and authorizing the placement of these busts in honor of Mayor Hall and Mr. Brun.

CONCLUSION

The Administration recommends referral of this item to the Neighborhoods/Community Affairs Committee to discuss this further and determine a location for future placement of the two busts.

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Agenda Item C4B

Date 12-11-13

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REFERRAL TO THE PLANNING BOARD – PROPOSED AMENDMENTS TO THE LAND DEVELOPMENT REGULATIONS FOR PARKING REQUIREMENTS AND RM-1 DEVELOPMENT REGULATIONS IN THE NORTH BEACH AREA**

ADMINISTRATION RECOMMENDATION

Refer the Ordinance Amendments to the Planning Board for consideration and recommendation.

BACKGROUND

On November 12, 2012, at the request of Commissioner Libbin, the City Commission referred a discussion item to the Land Use and Development Committee, pertaining to a Planning Board resolution outlining zoning and planning initiatives for the North Beach area, including ordinance amendments for required parking and development regulations.

On October 30, 2012, the Planning Board held a workshop discussion regarding potential initiatives for the North Beach area. The Planning Department made a presentation based upon ideas that were identified during a series of meetings between staff members from Planning, Economic Development, Neighborhood Services, Parks and Recreation, Police, Parking and Real Estate, Housing and Community Development. A copy of the presentation memo entitled "North Beach Initiatives" is attached hereto.

At the conclusion of the discussion, the Planning Board adopted a resolution urging the Commission to refer the following items to the Land Use and Development Committee (LUDC) for further discussion and action:

1) Amending the Parking Ordinance to allow additions to contributing buildings in National Register districts to pay a one-time parking impact fee in the same manner as Local Historic Districts
2) Amending the Parking Ordinance to reduce parking requirements for additions to 'Contributing' buildings in National Register historic districts.
3) Provide public parking in areas of greatest need.
4) Explore the creation of building permit incentives for substantially rehabilitated buildings.
5) Prepare design guidelines for the rehabilitation of and additions to MiMo architecture in order to streamline the development review process.
6) Amend the RM-1 zoning district with height and setback standards for new construction that are more compatible with the scale and character of the built environment.

On April 23, 2013, the Land Use Committee discussed the above noted items. Staff was directed to bring the parking related initiatives to the Transportation and Parking Committee

Agenda Item C4C

Date 12-11-13

(TPC) for their input. On May 6, 2013, the TPC reviewed the proposed parking ordinance for the National Register areas of North Beach. The TPC endorsed the concept behind the Ordinance, but stressed that it should not be applicable to those areas outside the boundaries of the National Register Districts, including the area of 'Biscayne Beach'.

On July 22, 2013, the Land Use Committee deferred the item to September 23, 2013. Due to the length of the September 23, 2013 agenda, the item was moved to the October 23, 2013 agenda.

On October 23, 2013, the Land Use and Development Committee referred the Parking Ordinance and the RM-1 Zoning Regulations Ordinance to the Planning Board as Ordinance Amendments.

ANALYSIS

The following is an analysis of the attached Ordinances:

Parking Impact fees

Currently, the City Code allows payment of a fee in lieu of providing parking when additions, alterations or change of use result in an increased parking requirement, but only in the architectural district or locally designated historic districts. The proposal would extend this same benefit to contributing buildings located in the North Beach National Register Historic Districts. The intent is to provide an incentive to preserve and rehabilitate historic MiMo buildings in North Beach, which currently has two National Register districts: North Shore and Normandy Isles. This would benefit development involving a change of use, alteration, rehabilitation or addition of a sidewalk cafe (options for one-time fee or yearly fee) and development with construction of additional square footage (one-time fee only). It should apply to both commercial and residential buildings provided that they are identified as "contributing" by the National Register, and provided that the existing contributing structure is substantially retained, preserved and restored.

The attached Ordinance pertaining to the North Beach National Register District Parking Ordinance addresses all of the aforementioned issues.

Parking Requirement for Additions to Historic Buildings

Many of the historic apartment buildings in North Beach are built at slightly less than the maximum floor area allowed by the existing zoning (generally RM-1, FAR 1.25). When owners consider the options of preservation vs. new construction, they generally seek to optimize the floor area and number of dwelling units or hotel rooms. If they are inclined toward preservation, the parking requirement for additional units may be an obstacle, even with the ability to pay a fee in lieu of parking, as recommended above. Therefore, as a further incentive to preserve historic buildings in North Beach, the Planning Board supported the idea of allowing small additions to be made with no parking requirement. Specifically, there should be no parking requirement for the existing structure and any addition, whether attached or detached, up to a maximum of 2,500 square feet. This incentive would only apply to an existing apartment and apartment-hotel building that is being substantially retained, preserved and restored; additionally, the existing building must be classified as 'Contributing', and located within a National Register historic district.

The attached Ordinance pertaining to the North Beach National Register District Parking Ordinance addresses all of the aforementioned issues.

RM-1 Height and Setback Standards

The RM-1 zoning district, which encompasses much of North Beach, is intended for low intensity multifamily housing, and hotels in limited areas along Collins and Harding Avenues.

The intensity limitation for new construction, as determined by the Floor Area Ratio (FAR) 1.25, is consistent with the existing two story buildings in the neighborhood. However, the height, setback and parking regulations in the RM-1 zoning often lead to incompatible relationships between new infill construction and the built context of existing neighborhoods. The Planning Department has analyzed the height and setback of the predominant building types in North Beach, and has suggested certain adjustments to make new infill buildings more compatible with their surroundings. These could be implemented in the form of a zoning overlay.

Prior to 1963, buildings in North Beach neighborhoods were almost exclusively one or two stories and not more than 22 feet in height. These building types still represent about 80% of the built environment, giving it a very strong, consistent, human scale character. The RM-1 zoning district allows new construction up to 50 feet in height, but with an FAR 1.25, it is rarely necessary to build more than two floors of living space. The parking requirement for new construction automatically makes the ground floor mostly utilized for parking and the minimum building height increases to three stories. Therefore, this analysis suggests that the height limit could be 3-stories or 30 feet above base flood elevation. In order to give more flexibility to the architectural design, the Planning Department suggests that the 3-story height limit could apply to the first 60 feet of lot depth as measured from the lot front and a 4-story or 40 feet height limit could apply for the remainder of the lot depth. This would ensure a more compatible height relationship between adjoining lots.

The minimum setbacks in the RM-1 zoning district (generally 20' in the front, 7'-6" on the side and 15' in the rear) apply to neighborhoods citywide. However, they do not match the minimum setbacks that were enforced prior to 1963 when the majority of North Beach was developed. In fact, there were different front yard setbacks in each neighborhood as shown on the chart below:

	Front	Side	Rear
North Shore	10	5	5
Biscayne Beach	10	5	5
North Shore S of 71 Street	15	5	5
Normandy Isle and Normandy Shores	20	5	5
Normandy waterfront	25	5	5

New infill construction would be more compatible with the built context of existing neighborhoods if it could follow the established setback lines. The attached Ordinance pertaining to North Beach RM-1 Zoning Amendments addresses all of the aforementioned issues.

Staff believes that both of the aforementioned Ordinances have been properly vetted and are now ready to move forward to the Planning Board for their input and consideration as amendments to the Code.

CONCLUSION

The Administration recommends that the Mayor and the City Commission refer the proposed Ordinance Amendments to the Planning Board for consideration and recommendation.

Attachments RL
JLM/JMJ/RGL/TRM
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North Beach National Register District Parking Ordinance

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 130 OFF-STREET PARKING, ARTICLE II, "DISTRICTS; REQUIREMENTS," SECTION 130-31 "PARKING DISTRICTS ESTABLISHED," BY ADDING NEW PARKING REGULATIONS FOR PARKING DISTRICTS NO. 1 AND NO. 4, INCLUDING A REDUCTION IN OFF-STREET PARKING REQUIREMENTS FOR CERTAIN LAND USES AND BUILDING TYPES IN NATIONAL REGISTER DISTRICTS; BY AMENDING CHAPTER 130 OFF-STREET PARKING, ARTICLE V, "FEE IN LIEU OF PARKING PROGRAM", SECTION 130-131 "GENERALLY", BY EXPANDING THE PARKING IMPACT REQUIREMENTS FOR CERTAIN LAND USES AND BUILDING TYPES IN NATIONAL REGISTER DISTRICTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, In the summer of 2009, the North Shore and Normandy Isles National Register Historic Districts were placed on the National Register of Historic places by the United States Department of the Interior; and

WHEREAS, the Planning Department conducted an analysis of existing conditions, issues and opportunities in the North Shore and Normandy Isles National Register Historic Districts; and

WHEREAS, the City desires to reduce parking requirements with certain conditions in the North Shore and Normandy Isles National Register Historic Districts in order to encourage the retention and preservation of existing contributing structures within the districts and to promote walking, bicycling and public transit modes of transportation, as well as to reduce the scale and massing of new development in the residential neighborhoods.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Chapter 130 of the City Code, entitled "Off-Street Parking," Article II, "Districts; Requirements," is hereby amended as follows:

Sec. 130-32. - Off-street parking requirements for parking district no. 1.
Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking district no. 1, accessory off-street parking spaces shall be provided for the building, structure or additional floor area as follows:

* * *

(6) Apartment building and apartment-hotel:
a. Apartment buildings on lots that are 50 feet in width or less: 1.5 spaces per unit.
b. Apartment buildings on lots wider than 50 feet:
1.5 spaces per unit for units between 550 and 999 square feet;
1.75 spaces per unit for units between 1000 and 1200 square feet;

2.0 spaces per unit for units above 1200 square feet.

c. Designated Guest parking: Developments of 20 units or less shall have no designated guest parking requirements. Multi-family buildings and suites-hotels with more than 20 units shall be required to provide supplemental designated guest parking equal to ten percent of the required residential parking spaces.

d. For existing apartment and apartment-hotel buildings, which are classified as 'Contributing', are located within the Normandy Isles National Register District or the North Shore National Register District, and which are being substantially retained, preserved and restored, there shall be no parking requirement for the existing structure and any addition, whether attached or detached, up to a maximum of 2,500 square feet.

Section 130-33. - Off-street parking requirements for parking districts nos. 2, 3 and 4.

Except as otherwise provided in these land development regulations, when any building or structure is erected or altered in parking districts nos. 2, 3 and 4 accessory off-street parking spaces shall be provided for the building, structure or additional floor area as follows. There shall be no off-street parking requirement for uses in this parking district except for those listed below:

(1) *Apartment building and apartment-hotel:*

a. Apartment buildings on lots that are 50 feet in width or less: 1.5 spaces per unit.

b. Apartment buildings on lots wider than 50 feet:

1.5 spaces per unit for units between 550 and 999 square feet;

1.75 spaces per unit for units between 1000 and 1200 square feet;

2.0 spaces per unit for units above 1200 square feet.

c. Designated Guest parking: Developments of 20 units or less shall have not designated guest parking requirements. Multi-family buildings and suites-hotels with more than 20 units shall be required to provide supplemental designated guest parking equal to ten percent of the required residential parking spaces.

d. For existing apartment and apartment-hotel buildings, which are classified as 'Contributing', are located within the Normandy Isles National Register District, and which are being substantially retained, preserved and restored, there shall be no parking requirement for the existing structure and any addition, whether attached or detached, up to a maximum of 2,500 square feet.

SECTION 2. Chapter 130 of the City Code, entitled "Off-Street Parking," Article V, " Fee in Lieu of Parking Program," is hereby amended as follows:

Section 130-131. - Generally.

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

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

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

(3) New construction of 1,000 square feet or less, or additions of 1,000 square feet or less to existing buildings whether attached or detached from the main structure may fully

satisfy the parking requirement by participation in the fee in lieu of providing parking program pursuant to subsection 130-132(a).

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

(5) Commercial or residential additions to existing contributing buildings, whether attached or detached from the main structure, within the Normandy Isles National Register District or the North Shore National Register District, provided the existing contributing structure is substantially retained, preserved and restored.

SECTION 3. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2014.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ _____

City Attorney Date

First Reading:
Second Reading:

Verified by: _____
Richard Lorber, AICP, LEED
Acting Planning Director

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North Beach RM-1 Zoning Amendments

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 142 ZONING DISTRICTS AND REGULATIONS, ARTICLE II, "DISTRICT REGULATIONS," SUBDIVISION II. "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY," SECTION 142-155 "DEVELOPMENT REGULATIONS AND AREA REQUIREMENTS" AND SECTION 142-156 "SETBACK REQUIREMENTS," BY ADDING NEW HEIGHT AND SETBACK REGULATIONS FOR MULTIFAMILY BUILDINGS IN NORTH BEACH; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the North Beach multifamily neighborhoods were largely developed between 1935 and 1963 with low scale, Mid Century Modern buildings on 50 feet lots, giving the area a cohesive and distinctive character; and

WHEREAS, In the summer of 2009, the North Shore and Normandy Isles National Register Historic Districts were placed on the National Register of Historic places by the United States Department of the Interior; and

WHEREAS, the Planning Department conducted an analysis of existing conditions, issues and opportunities in the RM-1 Multifamily; and

WHEREAS, the City desires to reduce parking requirements with certain conditions in the North Shore and Normandy Isles National Register Historic Districts in order to encourage the retention and preservation of existing contributing structures within the districts and to promote walking, bicycling and public transit modes of transportation, as well as to reduce the scale and massing of new development in the residential neighborhoods.

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Chapter 142 of the City Code, entitled "Zoning Districts and Regulations," Article II – "District Regulations," Subdivision II. – "RM-1 Residential Multifamily Low Intensity" is hereby amended as follows:

Sec. 142-155. - Development regulations and area requirements.

(a) The development regulations in the RM-1 residential multifamily, low density district are as follows:

* * *

(4) In the National Register Historic Districts in North Beach, the following shall apply:

a. The maximum building height shall be 30 feet for the first 60 feet of lot depth

as measured from the lot front and a maximum of 40 feet for the remainder of the lot depth.

b. The maximum number of stories shall be 3 for the first 60 feet of lot depth lot depth as measured from the lot front and a maximum of 4 stories for the remainder of the lot depth.

c. Stairwell bulkheads shall not be permitted to extend above the maximum building height.

d. Elevator bulkheads extending above the main roofline of a building shall be required to meet the line-of-sight requirements set forth in section 142-1161 herein and such line-of-sight requirement cannot be waived by the historic preservation board.

(b) The lot area, lot width, unit size and building height requirements for the RM-1 residential multifamily, low density district are as follows:

Minimum Lot Area (Square Feet)	Minimum Lot Width (Feet)	Minimum Unit Size (Square Feet)	Average Unit Size (Square Feet)	Maximum BuildingHeight (Feet)	Maximum Number of Stories
5,000	50	New construction—550 Non-elderly and elderly low and moderate income housing: See section 142-1183 Rehabilitated buildings—400	New construction—800 Non-elderly and elderly low and moderate income housing: See section 142-1183 Rehabilitated buildings—550	Historic district—40 Flamingo Park Local Historic District—35 (except as provided in section 142-1161 North Beach National Register Districts – see section 142-155(a)(4) Otherwise—50	Historic district—4 Flamingo Park Local Historic District—3 (except as provided in section 142-1161 North Beach National Register Districts – see section 142-155(a)(4) Otherwise—5

Sec. 142-156. - Setback requirements.

(a) The setback requirements for the RM-1 residential multifamily, low density district are as follows:

	Front	Side, Interior	Side, Facing a Street	Rear
At-grade parking lot on the same lot except where (c) below is applicable	20 feet	5 feet, or 5% of lot width, whichever is greater	5 feet, or 5% of lot width, whichever is greater	Non-oceanfront lots—5 feet Oceanfront lots—50 feet from bulkhead line

Subterranean	20 feet	5 feet, or 5% of lot width, whichever is greater (0 feet if lot width is 50 feet or less)	5 feet, or 5% of lot width, whichever is greater	Non-oceanfront lots—0 feet Oceanfront lots—50 feet from bulkhead line
Pedestal	20 feet Except lots A and 1—30 of the Amended Plat Indian Beach Corporation Subdivision and lots 231-237 of the Amended Plat of First Ocean Front Subdivision—50 feet	Sum of the side yards shall equal 16% of lot width Minimum—7.5 feet or 8% of lot width, whichever is greater	Sum of the side yards shall equal 16% of lot width Minimum—7.5 feet or 8% of lot width, whichever is greater	Non-oceanfront lots—10% of lot depth Oceanfront lots—20% of lot depth, 50 feet from the bulkhead line whichever is greater
Tower	20 feet + 1 foot for every 1 foot increase in height above 50 feet, to a maximum of 50 feet, then shall remain constant. Except lots A and 1—30 of the Amended Plat Indian Beach Corporation Subdivision and lots 231—237 of the Amended Plat of First Ocean Front Subdivision—50 feet	The required pedestal setback plus 0.10 of the height of the tower portion of the building. The total required setback shall not exceed 50 feet	Sum of the side yards shall equal 16% of the lot width Minimum—7.5 feet or 8% of lot width, whichever is greater	Non-oceanfront lots—15% of lot depth Oceanfront lots—25% of lot depth, 75 feet minimum from the bulkhead line whichever is greater

* * *

(d) In the National Register Historic Districts in North Beach, the following setback requirements shall apply for the pedestal portions of all buildings. Setbacks for tower, at-grade parking and subterranean levels shall be the same as set forth in (a) above.

	Front	Side	Rear
North Shore	10	5	5
Biscayne Beach	10	5	5
North Shore S of 71 Street	15	5	5
Normandy Isle and Normandy Shores	20	5	5
Normandy waterfront	25	5	5

SECTION 3. CODIFICATION.
It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. REPEALER.
All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY.
If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.
This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

First Reading:
Second Reading:

Verified by: _____
Richard Lorber, AICP, LEED
Acting Planning Director

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REFERRAL TO THE PLANNING BOARD – PROPOSED AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS REGARDING NON-MEDICAL OFFICE USES FOR RESIDENTIAL PROPERTIES LOCATED IN THE RM-2 ZONING DISTRICT**

ADMINISTRATION RECOMMENDATION

Refer an Ordinance Amendment to the Planning Board for consideration and recommendation.

BACKGROUND

In 2011 the Land Use and Development Committee began discussions on an Ordinance change that proposed to allow small office as accessory commercial uses in apartment buildings within the RM-2 zoning district. Such uses would have included real estate offices, property management offices, and other similar types of non-medical office uses.

On May 16, 2012, the Land Use Committee referred an Ordinance to the Planning Board for consideration, which proposed to allow certain types of non-medical office uses as a 'Conditional Use' in Apartment buildings located within RM-2 zoning districts. On July 24, 2012, the Planning Board considered the proposed Ordinance (PB File No. 2077) and recommended DENIAL. On April 3, 2013 a member of the Planning Board requested that the July 24, 2012 action of the Planning Board be re-considered; on April 30, 2013, this reconsideration request was withdrawn.

On June 5, 2013, at the request of Commissioner Wolfson, the City Commission Referred a discussion item regarding a proposed amendment to Section 142-213 of the City Code, pertaining to Conditional Uses in the RM-2 District, to the Land Use and Development Committee.

On October 23, 2013, the Land Use and Development Committee referred an Ordinance to the Planning Board.

ANALYSIS

In the RM-2 Zoning District, Apartment uses have limited permitted accessory uses. Pursuant to Section 142-902 of the City Code, the following are permitted accessory uses for apartment uses in the RM-2 district:

- Mechanical support equipment and administrative offices and uses that maintain the operation of the building.
- Washers and dryers shall be located inside a structure or not visible from a right-of-way.
- A dining room which is operated solely for the residents in the building shall be located inside the building and shall not be visible from the street with no exterior signs,

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entrances or exits except for those required by the South Florida Building Code. However, a dining room shall not be allowed in the RM-1 district except for those dining rooms associated with adult congregate living facilities.

- Solarium, sauna, exercise studio, health club or massage service for use by residents or open to the public by an individual licensed by the state or other appropriate agencies.
- Family day care centers as defined in subsection 142-905(b)(1) of the City Code.
- One property management office for the purpose of managing residential units within the building as well as residential units located in other buildings under common beneficial ownership, as long as the total number of units does not exceed a maximum of 100 units.

The referral from the City Commission recommends that non-medical, low intensity offices, such as architect offices, accountant offices, attorney offices and real estate offices, be permitted as a Conditional Use within the lobby level of bay front apartment buildings. More specifically, the proposed section of the code would read as follows:

Sec. *142-213. - Conditional uses.*
Conditional uses in the RM-2 residential multifamily, medium intensity district are adult congregate living facility; day care facility; nursing home; religious institutions; private and public institutions; schools; commercial or noncommercial parking lots and garages; accessory neighborhood impact establishment, as *set forth in article V, division 6 of this chapter; and non-medical, low intensity offices, such* as *architect offices, accountant offices, attorney offices and real estate offices, which are located on the lobby level of bay fnont apartment buildings*

In previous discussions on this subject, the consensus was that limited office uses on the ground floor of an apartment building in the RM-2 zoning district would likely have a minimal impact upon the surrounding residential neighborhood, provided that such uses be required to obtain Conditional Use approval by the Planning Board.

The non-medical office uses proposed, while slightly more intense than the main permitted apartment use, should be able to satisfy Planning requirements for compatibility with the surrounding neighborhood, if properly controlled. Adequate parking requirements must also be considered, as residential projects within the RM-2 district typically have just enough parking for the actual residential units.

CONCLUSION
The Administration recommends that the Mayor and the City Commission refer an Ordinance Amendment to the Planning Board for consideration and recommendation.

JLM/JMJ/RGL/TRM
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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REFERRAL TO THE PLANNING BOARD – PROPOSED AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS TO MODIFY THE REGULATIONS PERTAINING TO MINIMUM HOTEL UNIT SIZE REQUIREMENTS IN THE CITY'S COMMERCIAL ZONING DISTRICTS**

ADMINISTRATION RECOMMENDATION

Refer an Ordinance Amendment to the Planning Board for consideration and recommendation.

BACKGROUND

On September 11, 2013, the City Commission adopted an Ordinance that modified the minimum unit size requirements for existing, historic hotels, located in multi-family residential zoning districts. Additionally, at the request of Commissioner Gongora, the City Commission referred a discussion item to the Land Use and Development Committee, pertaining to an Amendment to the Land Development Regulations that would modify the same regulations pertaining to minimum hotel unit size requirements, but within the City's commercial zoning districts. Specifically, historic hotels located in commercial districts, which are substantially renovated, could retain non-conforming unit sizes without the need for additional variances.

On October 23, 2013, the Land Use and Development Committee referred the Proposed Ordinance to the Planning Board as an Ordinance Amendment.

ANALYSIS

Several unit size variances have recently been granted for historic hotels, which have undergone extensive renovation. These hotels have been located in both commercial and multi-family residential districts. When an existing building is significantly renovated as a hotel, the Code requires that the minimum hotel unit size be met (315/330 sq. ft.). However, the existing room configuration in historic hotel buildings is often under this minimum required room size. Variances are consistently granted for these projects, as it is considered a true hardship, since the floor plates of historic hotel buildings often cannot be easily reconfigured.

Additionally, the existing pattern of windows in historic buildings typically matches the room configuration, and the exterior of the historic building cannot be altered by removing or rearranging window placement. In the MXE district (Ocean Drive and Collins Avenue between 5th and 15th), a smaller minimum room size of 200 square feet is permitted. The historic hotels outside the MXE district are often similar in nature to those in the MXE.

In order to address this, the Ordinance adopted by the Commission on September 11, 2013 allowed for the renovation of existing historic hotels without the need for room size variances, as long as a minimum unit size of 200 square feet is met. However, this relaxation of minimum hotel unit size requirements only applies to historic structures located in multi-family districts.

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After this ordinance had made its way through the approval process, it was determined that a number of hotels located in commercial districts were not able to take advantage of it. The attached Ordinance extends the same unit size requirements for historic hotels located in commercial districts.

CONCLUSION

The Administration recommends that the Mayor and the City Commission refer the atatched Ordinance Amendment to the Planning Board for consideration and recommendation.

Attachment RL
JLM/JMJ/RGL/TRM

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MINIMUM UNIT SIZES FOR HISTORIC HOTELS IN COMMERCIAL DISTRICTS

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS", BY AMENDING ARTICLE II, ENTITLED "DISTRICT REGULATIONS", BY AMENDING SECTION 142-306 TO MODIFY THE REQUIREMENTS FOR MINIMUM HOTEL ROOM SIZE FOR HISTORIC HOTELS WITHIN THE CD-2 DISTRICT; BY AMENDING SECTION 142-337 TO MODIFY THE REQUIREMENTS FOR MINIMUM HOTEL ROOM SIZE FOR HISTORIC HOTELS WITHIN THE CD-3 DISTRICT; PROVIDING FOR INCLUSION IN THE CITY CODE; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach endeavors to recall and promote its unique social and architectural history, as well as further the dynamic character and attraction of hotels within historic districts; and

WHEREAS, the City of Miami Beach seeks to encourage and incentivize the retention, preservation and restoration of hotel structures located within historic districts; and

WHEREAS, the City of Miami Beach desires to amend existing minimum unit size requirements for existing hotels within historic districts; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 142, Article II, entitled "District Regulations", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 142-306. Development regulations.
The development regulations in the CD-2 commercial, medium intensity district are as follows:

Minimum Apartment Unit Size (Square Feet)	Average Apartment Unit Size (Square Feet)
Commercial—N/A New construction—550	Commercial—N/A New construction—800

Rehabilitated buildings—400 Non-elderly and elderly low and moderate income housing: See section 142-1183 Hotel unit: 15%: 300—335 85%: 335+ For contributing hotel structures, located within a local historic district or a national register district, which are being renovated in accordance with the Secretary of the Interior Standards and Guidelines for the Rehabilitation of Historic Structures as amended, retaining the existing room configuration shall be permitted, provided all rooms are a minimum of 200 square feet.	Rehabilitated buildings—550 Non-elderly and elderly low and moderate income housing: See section 142-1183 Hotel units—N/A

SECTION 2. That Chapter 142, Article II, entitled "District Regulations", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 142-337. Development regulations and area requirements.

* * *

(c) The lot area, lot width, unit size and building height requirements for the CD-3 commercial, high intensity district are as follows:

Minimum Unit Size (Square Feet)	Average Unit Size (Square Feet)
Commercial—N/A New construction—550 Rehabilitated buildings—400 Non-elderly and elderly low and moderate income housing: See section 142-1183 Hotel unit: 15%: 300—335 85%: 335+	Commercial—N/A New construction—800 Rehabilitated buildings—550 Non-elderly and elderly low and moderate income housing: See section 142-1183 Hotel units—N/A

For contributing hotel structures, located within a local historic district or a national register district, which are being renovated in accordance with the Secretary of the Interior Standards and Guidelines for the Rehabilitation of Historic Structures as amended, retaining the existing room configuration shall be permitted, provided all rooms are a minimum of 200 square feet.	

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ _____
City Attorney Date

First Reading: , 2014
Second Reading: , 2014

Verified by: _____
Richard G. Lorber, AICP, LEED AP
Acting Planning Director

Underscore denotes new language
~~Strike-Thru~~ denotes new language

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REFERRAL TO THE PLANNING BOARD – PROPOSED AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS TO CREATE AN OVERLAY DISTRICT INCLUDING AND ADJACENT TO, OR POSSIBLE REZONING OF, THE PROPERTY LOCATED AT 1729 LENOX AVENUE TO ACCOMMODATE ADDITIONAL CHILDREN AT THE TEMPLE BETH SHMUEL MONTESSORI SCHOOL**

ADMINISTRATION RECOMMENDATION

Refer an Ordinance Amendment to the Planning Board for consideration and recommendation.

BACKGROUND

On September 11, 2013, at the request of Mayor Bower, the City Commission referred a discussion item to the Land Use and Development Committee, to consider the creation of an overlay district including and adjacent to, or the possible rezoning of, the property located at 1729 Lenox Avenue to accommodate additional children at the Temple Beth Shmuel Montessori school.

At the April 13, 2011 City Commission meeting, a discussion on the possible re-zoning of the property at 1729 Lenox Avenue was referred to the Land Use and Development Committee (Item C4F) at the request of Mayor Bower. The matter was tabled by the Committee prior to any discussion of the issue. No further action was taken.

On October 23, 2013, the Land Use and Development Committee referred the item to the Planning Board as an Ordinance amendment.

ANALYSIS

The Cuban-Hebrew Congregation of Miami is located on the north side of 17th Street, between Lenox and Michigan Avenues. The congregation operates a day care center within the synagogue, and in 1719 Lenox Avenue, a single family home on the adjacent parcel to the north, which is owned by the congregation (both properties are zoned RM-1, Residential multifamily). The existing Conditional Use Permit was approved by the Planning Board on April 23, 2002, and last modified in 2008.

In the past, the congregation has proposed to purchase the property at 1729 Lenox Avenue, the single family home adjacent to the north of the existing daycare facility at 1719 Lenox Avenue. The property at 1729 Lenox Avenue is zoned RS-4, residential single family, which specifies that no other main permitted use is permitted other than a single family dwelling. Limited "family daycare facilities may be permitted by State Statute; however, a commercial daycare facility is not a permitted use in the RS-4 district.

The referral to the Land Use Committee in April 2011 generated concern among Palm View residents, who voiced concern over the potential rezoning of the single family home at 1729 Lenox,

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citing fears of commercial intrusion into the Palm View historic district single family neighborhood. The matter was tabled by the Land Use Committee until such time as the Congregation initiated outreach to the surrounding neighborhood and held community meetings to attempt to achieve consensus on the matter.

In order to accommodate a proposed increase in children and expanded campus for the Temple Beth Shmuel Montessori School, the creation of an overlay district, or a re-zoning will be required. Planning Staff is studying the best mechanism for accommodating this. The expansion plan proposed by the Montessori School appears to be consistent with the Comprehensive Plan.

CONCLUSION

The Administration recommends that the Mayor and the City Commission refer an Ordinance Amendment to the Planning Board for consideration and recommendation.

JLM/JMJ/RGL/TRM

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REFERRAL TO THE TENNIS ADVISORY COMMITTEE FROM THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE – DISCUSSION AND RECOMMENDATIONS REGARDING A JERRY MOSS ("WALL OF FAME") PLAQUE AT THE FLAMINGO PARK TENNIS CENTER**

ADMINISTRATION RECOMMENDATION

Refer to Tennis Advisory Committee for discussion and recommendations on plaque language and criteria for recognitions for Jerry Moss "Wall of Fame."

BACKGROUND/ANALYSIS

A request for discussion was initiated by Commissioner Wolfson and was first heard by the Neighborhoods/Community Affairs Committee on April 27, 2010. Present at the April 2010 meeting were Commissioner Tobin and Libbin. After discussion and general agreement that Mr. Moss is deserving of a plaque, the Committee recommended that the design allow for recognition of others in the future.

Discussion was also held at the September 30, 2013 Neighborhood/Community Affairs Committee regarding the plaque and recognition of Mr. Moss. Present at the September 2013 meeting were Commissioner Libbin, Commissioner Tobin and Commissioner Exposito. Upon referral from commission, staff was directed to explore placing a plaque at the Flamingo Park Tennis Center to honor Jerry Moss. It was also suggested that a Wall of Honor/Fame or similar be placed on the Tennis Facility at Flamingo Park. The design of the plaque would be one which allows for the names of others to be placed on the "Honor List". Staff recommended that the Tennis Advisory Committee discuss and recommend criteria for future persons to be considered for the honor. Commissioner Libbin made the motion to send to the item to the Tennis Advisory Committee for discussion.

Jerry Moss began playing tennis at a very early age, winning tournaments at Flamingo Park Tennis Center on Miami Beach. He entered his first tournament at age 10, reaching the finals, and was just under 12 when he won his first national tournament, the Orange Bowl Junior Championship. Mr. Moss progressed through the junior ranks, U.S. Boys' Singles Champion (15 and Under), U.S. Singles and Doubles Champion (18 and Under), member of the U.S. Davis Cup team, until entering the University of Miami in 1958.

As a Hurricane he earned All-American honors two years, was team captain in 1959 and had a career record of 70-1 playing #1 singles and doubles. His biggest win came after leaving UM, when he defeated the worlds #1 ranked player, Rod Laver, in the 1961 Masters Championship.

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JLM/JR/JEM/cc

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Date 12-11-13

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE - TECO/PEOPLES GAS SYSTEM, INC. FRANCHISE AGREEMENT**

BACKGROUND

The City Commission, through the ratification of Ordinance No. 90-2679, granted TECO/Peoples Gas System, Inc. (TECO), a non-exclusive twenty year franchise to construct, operate and maintain gas system facilities in the City (the "Agreement"). The Agreement remained valid through February 17, 2010, and required TECO to pay the City a franchise fee that equals 6% of their monthly "gross sales of gas". The Agreement further mandates that TECO file monthly returns within thirty days after the last day of the month or be subject to a one percent per month penalty, and maintain sufficient insurance coverage. The Agreement by Florida Law, automatically extends on a month-to-month basis until a new Agreement is negotiated.

In an audit report prepared in August 2010, the Internal Audit Division estimated that the transport only customers collectively represented an unearned franchise fee of $242,679.12 to the City. There is the potential of additional franchise revenues to be achieved by renegotiating the existing agreement.

CONCLUSION

The Administration recommends referring this item to the Finance and Citywide Projects Committee for direction and further discussion.

JLM/ETC/JP

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Agenda Item C4H

Date 12-11-13

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REFERRAL TO THE PLANNING BOARD – AN ORDINANCE AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," OF CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," BY AMENDING ARTICLE II, ENTITLED "DISTRICT REGULATIONS," BY AMENDING DIVISION 2, ENTITLED "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY AMENDING SECTION 142-109, ENTITLED "COMMERCIAL USE OF SINGLE-FAMILY HOMES PROHIBITED," BY AMENDING THE DEFINITIONS THEREIN, AND BY ADDING NEW SUBSECTION (C)(1) D, WHICH PROHIBITS ADVERTISING OF UNLAWFUL OCCUPANCY AND USE; BY AMENDING SUBSECTION (C)(2), WHICH REMOVES THE LIMITATIONS ON ENFORCEMENT; BY AMENDING ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," BY AMENDING DIVISION 2, ENTITLED "ACCESSORY USES"; BY AMENDING SECTION 142-905, ENTITLED "PERMITTED ACCESSORY USES IN SINGLE-FAMILY DISTRICTS," BY ADDING NEW SUBSECTION (B)(5)A WHICH PROHIBITS THE ADVERTISEMENT FOR THE LEASE OF SINGLE FAMILY HOMES FOR LESS THAN SIX MONTHS AND ONE DAY, BY ADDING NEW SUBSECTION (B)(5)B, WHICH PROVIDES THE ENFORCEMENT FOR A VIOLATION OF SECTION (B)(5); BY AMENDING ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," BY AMENDING DIVISION 3, ENTITLED "SUPPLEMENTARY USE REGULATIONS," BY AMENDING SECTION 142-1111, ENTITLED "SHORT-TERM RENTAL OF APARTMENT UNITS OR TOWNHOMES," BY AMENDING SECTION (A) TO PROHIBIT THE ADVERTISEMENT OF SHORT TERM RENTAL OF APARTMENT UNITS OR TOWNHOMES; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Refer an Ordinance Amendment to the Planning Board for consideration and recommendation.

KEY INTENDED OUTCOME SUPPORTED

1. Increase satisfaction with neighborhood character.
2. Increase resident satisfaction with level of code enforcement.
3. Ensure compliance with code within reasonable time frame.

INTRODUCTION

The request to refer the discussion regarding the amendment of City Code as it pertains to prohibiting the advertisement of unlawful occupancy and use of illegal short-term rentals was sponsored by Commissioner Tobin, and was made on May 20, 2013 at the Neighborhood and Community Affairs Committee (NCAC). The item was discussed, and committee members provided direction to staff to prepare a recommendation to the full Commission for consideration and subsequent referral to the Planning Board; who in turn will review the proposed

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Date 12-11-13

amendments of the Land Development Regulations (LDR) and recommend to the Mayor and Commission whether the proposed amendments should be approved or denied.

BACKGROUND

Illegal short-term rentals and unauthorized transient use in residentially zoned areas has been an ongoing challenge for the City, its residents, and the Code Compliance Division (Code). The concern has been that the increasing number of illegal and unauthorized short-termed rentals is oftentimes accompanied by other code violations, i.e. commercial use, noise, sanitation violations, and property maintenance issues; all of which adversely impact the quality of life and character of our City's neighborhoods.

In November 2012, Code established a Short-Term Rental Team (STRT) composed of Code Compliance Officers (CCOs) from each of the major Districts (South, Middle, North zone boundaries, and the Afternoon and Evening Shifts). The focus of the STR team is to address the increasing number of unauthorized and illegal short-term rentals within residentially zoned areas.

Since November 2012 to October 2013 (12 month period), Code's STR team has received 265 complaints, has opened and investigated more than 300 cases, has issued 189 Notices of Violations, of which 153 (81%) have been upheld and adjudicated guilty at Special Master Hearings. This information is of utmost importance as STR investigations require a "clear and convincing" level of evidence in order to obtain an adjudication of guilt. It is also important to denote that of the 153 adjudicated cases, 28 (18.3%) have been adjudicated as repeat violators.

One of the challenges faced by Code staff has been the level of proof required by the Special Master; where the advertisement of the illegal short-term rental may only be used as part of the body of evidence to adjudicate illegal short-term rentals. The administration believes that making the advertisement illegal provides another tool to address this violation.

COMMITTEE DISCUSSION

The NCAC discussed this matter at their May 20, 2013 meeting. The Committee discussed how this amendment would allow the City to more effectively address illegal short-term rentals by making it illegal to advertise on the internet or print media for the rental of a property in a residentially zoned area where it is prohibited by the City's Zoning Code. This provides another tool by which Code can further identify and present evidence so as to reduce the number of transient use violations.

A motion was made by Commissioner Tobin and unanimously approved by the Committee, who directed the administration to prepare support documentation and place the item on the City Commission agenda for discussion.

ANALYSIS

The issues and impact regarding illegal short-term rentals have been discussed multiple times, not only at NCAC, but also at the Land Use and Development Committee (LUDC). Part of the concern is that along with the increasing number of unauthorized and illegal short-term rentals, there are many other code violations which adversely impact the quality of life and character of our neighborhoods. The development of an STR Team by Code was only one of many steps taken by Administration. For example, Code and Planning Department staff also met with a number of community leaders and activists from various neighborhoods (including the Flamingo Historic District Association), to develop other methods to educate the public.

These efforts have included aggressive outreach and educational campaigns regarding the regulations and processes governing short-term rentals for multi-family units. Multiple articles regarding short-term rental restrictions have been and will continue to be highlighted in the City's MB Magazine, and information in the City's website to inform and educate businesses, residents and potential visitors regarding short-term rental restrictions. In addition, programs and public service announcements (PSAs) have been developed and aired through the City's Channel 77.

Notwithstanding these efforts, there is a continued illegal use of residential properties for transient and short-term rentals. The administration recommends a fine schedule that mirrors that of the current ordinance. That is: for an advertisement of a single family home or a multi-family home where prohibited, $1,500 for the first violation; $3,000 for a second violation within the preceding 12 months; $5,000 for a third violation within the preceding 12 months; and $7,500 for a fourth or greater violation within the preceding 12 months. In addition, for a fifth violation, and in addition to the monetary fine, the suspension or revocation of the Certificate of Use (C.U.) and/or Certificate of Occupancy (C.O.).

For the advertisement of a commercial use, as reflected in 142-109, the recommended penalties are $2,500 for first offense of an advertisement for the commercial use of a residential property; followed by $7,500 for a second offense within the preceding 18 months, $12,500 for a third violation within the preceding 18 months; and $20,000 for a fourth or subsequent violation.

CONCLUSION

The Administration recommends that the Mayor and the City Commission refer the attached Ordinance Amendment to the Planning Board for consideration and recommendation.

Attachment:
Ordinance Amending LDR

JLM/JMJ/HC/RSA

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, SUBPART B, ENTITLED "LAND DEVELOPMENT REGULATIONS," OF CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS," BY AMENDING ARTICLE II, ENTITLED "DISTRICT REGULATIONS," BY AMENDING DIVISION 2, ENTITLED "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY AMENDING SECTION 142-109, ENTITLED "COMMERCIAL USE OF SINGLE-FAMILY HOMES PROHIBITED," BY AMENDING THE DEFINITIONS THEREIN, AND BY ADDING NEW SUBSECTION (c)(1)d, WHICH PROHIBITS ADVERTISING OF UNLAWFUL OCCUPANCY AND USE; BY AMENDING SUBSECTION (c)(2), WHICH REMOVES THE LIMITATIONS ON ENFORCEMENT; BY AMENDING ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," BY AMENDING DIVISION 2, ENTITLED "ACCESSORY USES"; BY AMENDING SECTION 142-905, ENTITLED "PERMITTED ACCESSORY USES IN SINGLE-FAMILY DISTRICTS," BY ADDING NEW SUBSECTION (b)(5)a WHICH PROHIBITS THE ADVERTISEMENT FOR THE LEASE OF SINGLE FAMILY HOMES FOR LESS THAN SIX MONTHS AND ONE DAY, BY ADDING NEW SUBSECTION (b)(5)b, WHICH PROVIDES THE ENFORCEMENT FOR A VIOLATION OF SECTION (b)(5); BY AMENDING ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS," BY AMENDING DIVISION 3, ENTITLED "SUPPLEMENTARY USE REGULATIONS," BY AMENDING SECTION 142-1111, ENTITLED "SHORT-TERM RENTAL OF APARTMENT UNITS OR TOWNHOMES," BY AMENDING SECTION (A) TO PROHIBIT THE ADVERTISEMENT OF SHORT TERM RENTAL OF APARTMENTS UNITS OR TOWNHOMES; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Land Development Regulations ("LDRs") restrict single-family and multi-family residential properties to residential and compatible uses; and

WHEREAS, the City's "LDRs" restrict certain residential properties to residential and compatible accessory uses, and commercial uses on such properties are prohibited, except that the LDRs allow film and print permits, garage sales and home based businesses at such properties; and

WHEREAS, the rental of single-family residential properties in districts zoned RS-1, RS-2, RS-3 and RS-4 ("Single Family Residential Homes") for periods of less than six months and one day ("Seasonal Rentals") is prohibited; and

WHEREAS, the Code Compliance Division has reported numerous instances of residential properties being advertised as party houses, and where the house is used for a commercial enterprise for parties instead of as a single family residential use; and

WHEREAS, single and multi-family residences used on a transient basis, or other form of commercial gathering, creates excessive numbers of guests, vehicles and noise, causing inappropriate adverse impacts on the surrounding residences and residential neighborhood; and

WHEREAS, the City has a substantial interest in maintaining the aesthetics, character and tranquility of its residential neighborhoods, as well as in regulating traffic flow; this ordinance directly advances these interests; and this ordinance is narrowly tailored to serve those interests; and

WHEREAS, the advertisement of commercial events and transient occupancy of single and multi-family residences are more appropriately held in the zoning districts that are designed for such numbers of persons, with the impacts resulting therefrom more appropriately mitigated; and

WHEREAS, while residents are entitled to enjoy the use of their single and multi-family residences consistent with the applicable regulations in the residential zoning districts, in order to ensure and protect the enjoyment, character and value of the residential neighborhoods and residences, the provisions herein are hereby adopted; and

WHEREAS, the City Commission finds that such regulations are consistent with and further the public health, safety and welfare of the City; and

WHEREAS, these amendments regarding provisions herein regarding commercial use of single-family homes prohibited, permitted accessory uses in single-family districts and short term rental of apartment units or townhomes, are hereby adopted to accomplish the above objectives.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Division 2, entitled "RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts," of Article II, entitled "District Regulations," of Chapter 142, entitled "Zoning Districts and Regulations," of the Code of the City of Miami Beach, Florida is hereby amended as follows:

CHAPTER 142

ZONING DISTRICTS AND REGULATIONS

* * *

Article II. District Regulations

* * *

Division 2. RS-1, RS-2, RS-3, RS-4 Single-Family Residential Districts

* * *

Sec. 142-109. Commercial use of single-family homes prohibited.

(a) Intent and purpose: The land development regulations restrict residential properties to residential and compatible accessory uses. Commercial uses on residential properties are prohibited, with limited exceptions. While residents are entitled to enjoy the use of their property consistent with the applicable regulations, in order to ensure and protect the enjoyment, character and value of residential neighborhoods and buildings, the provisions herein are established.

(b) Definitions:

(1) "Use of residential property" or "use of the property" in this section shall mean occupancy of residential property for the purpose of holding commercial parties, events, assemblies or gatherings on the premises.

(2) "Advertising" or "advertisement" shall mean any form of communication for marketing or used to encourage, persuade, or manipulate viewers, readers or listeners for the purpose of promoting occupancy of a residential property for the purpose of holding commercial parties, events, assemblies, gatherings, or the transient occupancy upon the premises, as may be viewed through various traditional media, including but not limited to, newspaper, magazines, television commercial, radio advertisement, outdoor advertising, direct mail, blogs, websites or text messages.

(c) Regulations: Determination of commercial use.

(1) Accessory use of residential property shall be deemed commercial and not permitted, except as otherwise provided for in the Code, if:

a. Compensation to owner. The owner, lessee or resident receives payment or other consideration, e.q., goods, property or services, in excess of $100 per party or event for the commercial use of the property, including payment by any means, direct or indirect, including security deposits; or

b. Goods, property or services offered or sold. Goods, property or services are offered for sale or sold on or at the property, during use of the property; however, this subsection shall not apply, if:

1. All of the goods, property or services offered are donated to or for charitable, religious or political organizations or candidates for public office, that have received 501(c)(3) or other tax exempt status under the U.S. Internal Revenue Code, as amended, or in accordance with applicable election laws; or

2. All of the proceeds from sales are directly payable and paid to charitable, religious or political organizations or candidates for public office, that have received 501(c)(3) or other tax exempt status under the U.S. Internal Revenue Code, as amended, or in accordance with applicable election laws. An organization or candidate may reimburse donors for goods or property donated; or

3. The sale is of the property itself or personal property of the owner or resident (excluding property owned by a

business), and if publicly advertised, comply with subsection (3) below.

4. Notwithstanding the restrictions in subsections (1)b.1.—3., limited commercial use of the property by the owner or resident for the sale of goods, property or services shall be allowed under the following criteria. The event:
   i. Is by private invitation only, not publicly advertised;
   ii. Creates no adverse impacts to the neighborhood;
   iii. The activity and its impacts are contained on the property;
   iv. Parking is limited to that available on-site, plus 11 vehicles legally self-parked near the property, with no busing or valet service; and
   v. Frequency is no greater than one event per month; or

c. Admittance fees. Use of the property by attendees requires an admittance or membership fee or a donation, excluding donations directly payable and paid by attendees to charitable, religious or political organizations or candidates for public office, that have received 501(c)(3) or other tax exempt status under the U.S. Internal Revenue Code, as amended, or in accordance with applicable election laws; or

d. Any advertising that promotes the occupancy or use of the residential property for the purpose of holding commercial parties, events, assemblies, gatherings, or the transient occupancy or use of the residential premises in violation of this ordinance.

(2) Signs or advertising. Signs or other forms of advertising in connection with goods, property or services offered in connection with commercial use of the property, including the actual goods, property (except real property and structures thereon) or services, shall not be visible from the public right-of-way. This section shall not be construed to prohibit the display of real estate for sale or lease signs for the property. ~~Advertising that promotes activities that violate this section shall be deemed a violation of the section, with such violations determined per event and not per advertisement.~~

(3) Real estate open houses. The following events are permitted: Open houses (open to the public) organized for the purpose of promoting the sale or lease of the residence where the open house is located, to potential buyers or renters, or events organized by the listing agent limited to licensed real estate brokers and/or agents, subject to the following:
   a. No sale or display of goods, property or services by sponsoring businesses unrelated to the property; and
   b. No charging admittance fees.
   c. Events described in this subsection must end by 8:00 p.m.

(d) Enforcement:
   (1) Violations of this section shall be subject to the following fines. The special master may not waive or reduce fines set by this section.
      a. If the violation is the first violation .....$ 2,500.00
      b. If the violation is the second violation within the preceding 18 months 7,500.00

c. If the violation is the third violation within the preceding 18 months 12,500.00

d. If the violation is the fourth or greater violation within the preceding 18 months 20,000.00

Fines for repeat violations shall increase regardless of location.

(2) In addition to or in lieu of the foregoing, the city may close down the commercial use of the property and/or seek an injunction against activities or uses prohibited under this section.

(3) Any city police officer or code compliance officer may issue notices for violations of this section, with alternative enforcement as provided in section 1-14 and chapter 30 of this Code. Violations shall be issued to the homeowner, and/or to any realtor, real estate agent, real estate broker, event planner, promoter, caterer, or any other individual or entity that facilitates or organizes the prohibited activities. In the event the record owner of the property is not present when the violation occurred, a copy of the violation shall be provided to such owner.

(4) Charitable, religious or political organizations or candidates for public office shall receive one courtesy notice in lieu of the first notice of violation only, after which fines will accrue starting with the first violation as prescribed. No courtesy notice in lieu of first notice of violation shall be available if a courtesy notice in lieu of first notice of violation has already been granted in the preceding 18-month period, regardless of location.

(5) The city recognizes peoples' rights of assembly, free expression, religious freedom, and other rights provided by the state and federal constitutions. It is the intent of the city commission that no decision under this section shall constitute an illegal violation of such rights, and this section shall not be construed as such a violation.

(6) The city manager or designee may adopt administrative rules and procedures to assist in the uniform enforcement of this section.

(e) No variances shall be granted from this section. This section does not authorize commercial activities in residential neighborhoods that are otherwise prohibited or regulated by applicable law, unless expressly provided for herein.

SECTION 2. That Division 2, entitled "Accessory Uses," of Article IV, entitled "Supplementary District Regulations," of Chapter 142, entitled "Zoning Districts and Regulations," of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Chapter 142

ZONING DISTRICTS AND REGULATIONS

* * *

ARTICLE IV. SUPPLEMENTARY DISTRICT REGULATIONS

* * *

DIVISION 2. ACCESSORY USES

* * *

Sec. 142-905. Permitted accessory uses in single-family districts.

(a) Generally. Permitted accessory uses in single-family districts are those uses which are customarily associated with single-family houses such as but not limited to decks, swimming pools, spas, ornamental features, tennis courts. However, in no instance shall landing or storage areas for a helicopter, or other aircraft, be permitted as an accessory use. The planning and zoning director may allow other accessory uses if the director finds after consultation with the chairman of the planning board that they will not adversely affect neighboring properties, based upon the criteria listed in section 142-901. Appeal of the director's decision is to the board of adjustment pursuant to chapter 118, article VIII.

(b) Permitted accessory uses. The following are permitted accessory uses in single-family districts:

(1) Day care facilities for the care of children are permitted if the following mandatory criteria are met:

a. A family day care facility shall be allowed to provide care for one of the following groups of children:

1. A family day care home may care for a maximum of five preschool children from more than one unrelated family and a maximum of five elementary school siblings of the preschool children in care after school hours. The maximum number of five preschool children includes preschool children in the home and preschool children received for day care who are not related to the resident caregiver. The total number of children in the home may not exceed ten under this subsection.

2. When the home is licensed and provisions are made for substitute care, a family day care home may care for a maximum of five preschool children from more than one unrelated family, a maximum of three elementary school siblings of the preschool children in care after school hours, and a maximum of two elementary school children unrelated to the preschool children in care after school hours. The maximum number of five preschool children includes preschool children in the home and preschool children received for day care who are not related to the resident caregiver. The total number of children in the home may not exceed ten under this subsection.

3. When the home is licensed and provisions are made for substitute care, a family day care home may care for a maximum number of seven elementary school children from more than one unrelated family in care after school hours. Preschool children shall not be in care in the home. The total number of elementary school children in the home may not exceed seven under this subsection.

b. Signs on the property advertising the day care facility are prohibited.

c. The family day care facility complies with all applicable requirements and regulations of the state department of children

and family services and the city's police, fire and building services departments. All of the South Florida Building Code, city property maintenance standards and fire prevention and safety code violations shall be corrected prior to the issuance of a city occupational license.

d. Play area shall only be located in the rear yard and equipment shall be limited to three pieces of equipment.

e. Day care is prohibited on Sundays.

f. The building shall maintain the external appearance of a single-family home.

g. Site plan shall be approved by the planning and zoning director. The plan shall include landscaping and a permitted wall or fencing enclosing the rear yard.

h. Family day care facilities shall not be located within 400 feet of another such facility; except that this restriction shall not apply to state-licensed family day care homes as defined in F.S. § 402.302(5).

(2) The planning and zoning director may approve a second set of cooking facilities if the residence contains at least 3,600 square feet of floor area and the arrangement of such facilities or conditions at the property shall not result in the creation of an apartment unit. No more than one electric meter shall be placed on the property and that portion of the residence having the second set of cooking facilities shall not be rented. Appeal of the director's decision shall be to the board of adjustment.

(3) Guest/servants quarters.

(4) Home based business office, as provided in section 142-1411.

(5) Leases of single-family homes to a family (as defined in section 114-1) for not less than six months and one day, including extensions for lesser periods of leases permitted under this subsection to original leaseholders.

a. The advertisement, as defined in Section 142-109(b), of single-family homes for a period of less than six months and one day shall not be permitted for single-family districts, and must be a violation of Section 142-905(b)(5).

b. Enforcement.

(1) Violations of subsection 142-905(5)a shall be subject to the following fines. The special master may not waive or reduce fines set by this section.

a. If the violation is the first violation: $1,500.00.

b. If the violation is the second violation within the preceding 12 months: $3,000.00.

c. If the violation is the third violation within the preceding 12 months: $5,000.00.

d. If the violation is the fourth violation within the preceding 12 months: $7,500.00.

e. If the violation is the fifth or greater violation within the preceding 12 months: suspension or revocation of the certificate of use or occupancy must be imposed, in addition to the monetary fine of $7,500.00.

Fines for repeat violations by the same offender shall increase regardless of locations.

(2) In addition to or in lieu of the foregoing, the city may seek an injunction by a court of competent jurisdiction to enforce compliance with or to prohibit the violation of this section.

(3) Any code compliance officer may issue notices for violations of this section, or subsection 142-905(5)a. Violations shall be issued to the owner, manager, real estate broker or agent, or authorized agent, or any other individual or entity that participates in or facilitates the violation of subsection 142-905(5) or subsection 142-905(5)a. In the event the record owner of the property is not present when the violation occurred or notice of violation issued, a copy of the violation shall be served by certified mail on the owner at its mailing address in the property appraiser's records.

SECTION 3. That Division 3, entitled "Supplementary Use Regulations," of Article IV, entitled "Supplementary District Regulations," of Chapter 142, entitled "Zoning Districts and Regulations," of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Chapter 142

ZONING DISTRICTS AND REGULATIONS

* * *

ARTICLE IV. SUPPLEMENTARY DISTRICT REGULATIONS

* * *

DIVISION 3. SUPPLEMENTARY USE REGULATIONS

* * *

Sec. 142-1111. Short-term rental of apartment units or townhomes.

(a) {Limitations and Prohibitions.}

(1) The rental of apartment or townhome residential properties in districts zoned RM-1, RM-PRD, RM-PRD-2, RPS-1 and RPS-2, CD-1, RO, RO-3 or TH for periods of less than six months and one day, unless expressly provided for in these land development regulations (such as for a portion of the RM-1 district, and for apartment hotels in the RPS-1 and RPS-2 districts) are not a permitted use in such districts unless conducted in accordance with this section.

(2) Any advertising or advertisement that promotes the occupancy or use of the residential property for the purpose of holding commercial parties, events, assemblies, gatherings, or the transient occupancy or use of the residential premises in violation of this ordinance.

a. "Advertising" or "advertisement" shall mean any form of communication for marketing or used to encourage, persuade, or

manipulate viewers, readers or listeners for the purpose of promoting occupancy of a residential property for the purpose of holding commercial parties, events, assemblies, gatherings, or the transient occupancy upon the premises, as may be viewed through various traditional media, including but not limited to, newspaper, magazines, television commercial, radio advertisement, outdoor advertising, direct mail, blogs, websites or text messages.

(b) Previously existing short-term rentals in specified districts. For a period of six months after the effective date of the ordinance enacting this section (June 19, 2010), owners of certain properties located in the following districts shall be eligible to apply for approval of a certificate of use permitting short-term rental of apartment and townhome residential units for these properties under the requirements and provisions set forth below. Other neighborhoods may be added to this provision in the future by action of the city commission.

Districts: Properties within the RM-1 and TH zoning districts in the Flamingo Park and Espanola Way Historic Districts.

Eligibility: Those properties that can demonstrate a current and consistent history of short-term renting, and that such short-term rentals are the primary source of income derived from that unit or building, as defined by the requirements listed below.

(1) For apartment buildings of four or more units, or for four or more apartment units in one or more buildings under the same resort tax account.

In order to demonstrate current, consistent and predominant short-term renting, the property must comply with all of the following:

a. Have been registered with the city for the payment of resort tax and made resort tax payments as of March 10, 2010; and

b. Have had City of Miami Beach Resort Tax taxable room revenue equal to at least 50 percent of total room revenue over the last two-year period covered by such payments; and

c. Have been registered, with the State of Florida as a transient apartment or resort condominium pursuant to Chapter 509, Florida Statutes, as of March 10, 2010.

For properties containing more than one apartment building, eligibility may apply to an individual building satisfying a. through c. above.

(2) For apartment and townhouse buildings of three or less units, or for three or less apartment units in one or more buildings under the same state license:

In order to demonstrate current, consistent and predominant short-term renting, the property must:

a. Have been registered with the State of Florida as a resort dwelling or resort condominium pursuant to Chapter 509, Florida Statutes, as of March 10, 2010.

(c) Time periods to apply for short-term rental approvals.

(1) Owners demonstrating compliance with subsections (b)(1) or (2) above, shall apply for a certificate of use permitting short-term rental as detailed in subsection 142-1111(d) within a time period of six months from the effective date of this section (June 19, 2010), or be deemed ineligible to proceed through the process specified herein for legalization of short-term rentals.

(2) Within three months of the effective date of the ordinance enacting this section (June 19, 2010), eligible owners shall apply to obtain all necessary approvals to comply with the Florida Building Code, Florida Fire Prevention Code and with all other applicable life safety standards.

(3) Compliance with the applicable requirements of the Florida Building Code and Florida Fire Prevention Code, shall be demonstrated by October 1, 2011, or rights to engage in short-term rental under this section shall be subject to restrictions and/or limitations as directed by the building official and/or fire marshal. This subsection shall not prevent these officials from undertaking enforcement action prior to such date.

(4) Applications under this ordinance may be accepted until 60 days after adoption of this subsection (adopted on April 11, 2012; 60 days expire June 11, 2012), upon determination to the planning director that a government licensing error prevented timely filing of the application.

(d) Regulations. For those properties eligible as per (b) above, unless otherwise expressly provided for in these land development regulations, short-term rental of apartment and townhome residential units shall be permitted, provided that the following mandatory requirements are followed:

(1) Approvals required: applications. Owners, lessees, or any person with interest in the property seeking to engage in short-term rental, must obtain a certificate of use permitting short-term rental under this section. The application for approval to engage in short-term rentals shall be on a form provided for that purpose, and contain the contact information for the person identified in subsection (3) below, identify the minimum lease term for which short-term rental approval is being requested, and such other items of required information as the planning director may determine. The application shall be accompanied by the letter or documents described in subsection (9) below, if applicable.

The application for a certificate of use permitting short-term rentals shall be accompanied by an application fee of $600.00.

(2) Time period. All short-term rentals under this section must be pursuant to a binding written agreement, license or lease. Each such document shall contain, at a minimum: the beginning and ending dates of the lease term; and each lessee's contact information, as applicable. No unit may be rented more frequently than once every seven days.

(3) Contact person. All rentals must be supervised by the owner, manager, or a local and licensed real estate broker or agent or other authorized agent licensed by the city, who must be available for contact on a 24-hour basis, seven days a week, and who must live on site or have a principal office or principal residence located within the Flamingo Park or Espanola Way historic districts. Each agreement, license, or lease, of scanned copy thereof, must be kept available throughout its lease term and for a period of one year thereafter, so that each such document and the information therein, is available to enforcement personnel. The name and phone number of a 24-hour contact shall be permanently posted on the exterior of the premises or structure or other accessible location, in a manner subject to the review and approval of the city manager or designee.

(4) Entire unit. Only entire apartment units and townhomes, as defined in section 114-1, legally created pursuant to applicable law, may be rented under this section, not individual rooms or separate portions of apartment units or townhomes.

(5) Rules and procedures. The city manager or designee may adopt administrative rules and procedures, including, but not limited to, application and permit fees, to assist in the uniform enforcement of this section.

(6) Signs. No signs advertising the property for short-term rental are permitted on the exterior of the property or in the abutting right-of-way, or visible from the abutting public right-of-way.

(7) Effect of violations on licensure. Approvals shall be issued for a one-year period, but shall not be issued or renewed if violations on three or more separate days at the unit, or at another unit in the building owned by the same owner or managed by the same person or entity, of this section, issued to the short-term rental licensee were adjudicated either by failure to appeal from a notice of violation or a special master's determination of a violation, within the 12 months preceding the date of filing of the application.

(8) Resort taxes. Owners are subject to resort taxes for rentals under this section, as required by city law.

(9) Association rules. Where a condominium or other property owners association has been created that includes the rental property, a letter from the association dated not more than 60 days before the filing of the application, stating the minimum rental period and the maximum number of rentals per year, as set forth under the association's governing documents, and confirming that short-term rentals as proposed by the owner's application under subsection (1) above are not prohibited by the association's governing documents, shall be submitted to the city as part of the application. If the applicant, after best efforts, is unable to obtain such a letter from the association, he or she may submit the latest version of the association's documents to the city attorney's office for confirmation of the above.

(10) Variances. No variances may be granted from the requirements of this section.

(e) Enforcement.

(1) Violations of section 142-1111(a) or (b) shall be subject to the following fines. The special master may not waive or reduce fines set by this section.

a. If the violation is the first violation: $500.00.

b. If the violation is the second violation within the preceding 12 months: $1,500.00.

c. If the violation is the third violation within the preceding 12 months: $5,000.00.

d. If the violation is the fourth violation within the preceding 12 months: $7,500.00.

e. If the violation is the fifth or greater violation within the preceding 12 months: suspension or revocation of the certificate of use allowing short-term rental.

Fines for repeat violations by the same offender shall increase regardless of locations.

(2) In addition to or in lieu of the foregoing, the city may seek an injunction by a court of competent jurisdiction to enforce compliance with or to prohibit the violation of this section.

(3) Any code compliance officer may issue notices for violations of this section, with enforcement of subsection 142-1111(a) and alternative enforcement of subsection 142-1111(b) as provided in chapter 30 of this Code. Violations shall be issued to the owner, manager, real estate broker or agent, or authorized agent, or any other individual or entity that participates in or facilitates the violation of this section. In the event the record owner of the property is not present when the violation occurred or notice of violation issued, a copy of the violation shall be served by certified mail on the owner at its mailing address in the property appraiser's records and a courtesy notice to the contact person identified in subsection (d)(3) above.

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect the _____ day of _____, 2013.

PASSED and **ADOPTED** this _____ day of _____, 2013.

ATTEST:

_____
MATTI HERRERA BOWER
MAYOR

_____
RAFAEL E. GRANADO, CITY CLERK

Underline denotes additions and ~~strike through~~ denotes deletions

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION
10/11/13
CITY ATTORNEY AS DATE

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C4 - Commission Committee Assignments

C4J Referral To The Finance And Citywide Projects Committee - The Budget Advisory Committee's (BAC) Recommendation For A City Resort Tax Reserve Policy (As Described In LTC No. 422-2013 Budget Advisory Committee Motion).
(Requested by Commissioner Deede Weithorn)

Agenda Item C4J
Date 12-11-13

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MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Ed Tobin, Commissioner

DATE: December 2nd, 2013

SUBJECT: Agenda item for December 11th, 2013 City Commission Meeting

Please place on the December 11th City Commission Meeting a referral to Neighborhoods/Community Affair Committee a discussion regarding creating a community vegetable garden through our Parks & Recreation Program for Miami Beach elderly in our Senior Centers; to include regular transportation to the garden.

If you have any questions please do not hesitate to call our office.

Best Regards,

Dessiree Kane
on behalf of Commissioner Ed Tobin

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C6

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REPORT OF THE SEPTEMBER 23, 2013 LAND USE AND DEVELOPMENT COMMITTEE MEETING AND SPECIAL PUBLIC WORKSHOP**

A Land Use and Development Committee meeting and Special Public Workshop was held on September 23, 2013. Land Use Committee Members in attendance were Commissioners Michael Góngora, Jonah Wolfson and Edward L. Tobin. Other Commission Members in attendance were Mayor Matti Bower, Commissioners Jorge Exposito and Deede Weithorn. Members from the Administration, including Jimmy Morales, Joe Jimenez, Richard Lorber, Thomas Mooney, Michael Belush, Jose Smith, Gary Held and Deborah Turner, as well as members of public, were also in attendance. Please see the attached sign-in sheet.

The meeting was called to order at 3:27 pm.

3:00 REGULAR AGENDA

1. DISCUSSION OF THE REDEVELOPMENT OF THE TALMUDIC UNIVERSITY PROPERTY LOCATED AT 4000 ALTON ROAD.
(REQUESTED BY COMMISSIONER JERRY LIBBIN
APRIL 17, 2013 CITY COMMISSION MEETING, ITEM C4J)

AFTER-ACTION:
Richard Lorber provided an overview, including required legislation and amendments to comprehensive plan. Michael Larkin presented on behalf of the Talmudic University and indicated that the height increase desired is 85 feet. Mr. Larkin acknowledged that the proposed project would comply with the proposed MBU single family height interface Ordinance. Suria Yaffur from Zyscovich Architect presented the proposed initial site and development plan.

Comm. Wolfson had a question regarding the specific property that the code amendment would apply to. He also asked whether it makes sense to re-zone FDOT properties before or after the actual purchase.

MOTION:
Refer to Planning Board as proposed. Tobin/Wolfson 3-0

Agenda Item C6A
Date 12-11-13

2. DISCUSSION REGARDING TAXI SERVICE IN MIAMI BEACH AND MIAMI-DADE COUNTY.

(REQUESTED BY COMMISSIONER MICHAEL GONGORA SEPTEMBER 11, 2013 CITY COMMISSION MEETING, ITEM R9Q)

AFTER-ACTION:
Comm. Gongora provided a brief history of the matter. Deborah Turner provided an overview of the Resolution proposed. Marcia Monserrat from the City Manager's office also provided an overview of the proposed County Ordinance. Jimmy Morales updates the Committee.

Comm Tobin suggested that the discussion be deferred.

MOTION:
Send an Administration representative to the County Commission meeting to monitor the item and report back to the LUDC. Gongora\Wolfson (3-0)

3:30 SPECIAL PUBLIC WORKSHOP

1. DISCUSSION REGARDING AN AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS THAT WILL CREATE PROTECTION FROM TOTAL DEMOLITION OF ARCHITECTURALLY SIGNIFICANT SINGLE FAMILY HOMES BUILT PRIOR TO 1942.

(RETURNING FROM THE JUNE 12, 2013 LUDC MEETING ORIGINALLY REQUESTED BY MAYOR MATTI HERRERA BOWER AND CITY COMMISSION DECEMBER 12, 2012 CITY COMMISSION MEETING, ITEM C4P)

AFTER-ACTION:
Richard Lorber provided an overview of the proposed Ordinance by going over the proposed new incentives.

Commission Discussion & Questions:
Mayor Bower asked a question regarding the lot coverage changes and incentives.
Comm. Tobin had a question regarding the number of new homes that have been constructed. Comm. Tobin stated that demolition across the board is not always a bad thing and that it was important to retain/preserves homes of significant value.
Comm. Exposito had a question regarding proposed allowable lot coverage for a specific home.
Mayor Bower expressed a concern with the size of homes in relation to the interior side setbacks and asked whether 2nd floors can be further setback to prevent 'looming' effect.
Comm. Tobin had a question and raised a concern regarding minimum courtyard requirements within interior side yards.
Comm Weithorn and Tobin had questions on post 1942 architecture and how post war architecture is defined.
Comm Tobin had a question on how the DRB would have to 'substantially' reintroduce the original scale, massing, etc.
Richard Lorber indicated that some of the language proposed could be further fine tuned.

Comm. Tobin suggested that staff take photos of the 4-5 'problem' homes in order to analyze what the problems and issues are.
Comm. Gongora indicated that he believes the compatibility of the new structures and additions should be taken into account.
Mayor Bower also indicated that compatibility is important.
Comm. Weithhorn expressed a concern with the DRB trying to make an 'objective' decision in a 'subjective' manner. She stressed that the DRB needs as much information as possible to make the most informed decision.

Public Comment:
Emmanuel Sebag – agreed on objectives. Rules do not promote good architecture. Too much uncertainties in current code. Concerns with proposals on massing, heights.
Julian Johnston – Preserving an existing home built in 1926
Kathy Burman – Parents long time residents. Concern with trying to sell existing home, and impact that the demolition moratorium has had on the ability to sell.
Gordon Loader – Proposed amendments should be implemented quickly.
Jo Manning – Discussed issue of government regulation and property rights. Supported proposed regulations, as they will further compatibility.
Daniel Ciraldo - Discussed the built environment and support for the compromise proposal before the LUDC.
Kent Robins – Indicated that the proposed regulations are conservative and believes purpose of ordinance is to protect current property owner's values.
Terry Beinstock – Discussed importance of Neighborhoods.
Jaimie Rubinson – Expressed a concern with the details of the Ordinance. Specifically, issue of lot sizes and what was original v. what is on the site. Importance of emphasizing that size of existing house can be replicated. Also had a concern with large, incompatible additions to original homes.
Nelson Gonzalez – Indicated that the ordinance needs a lot of fine tuning.
Gary Appel – Indicated there are good incentives in the Ordinance. For own home the retention and addition required a lot of variances. Ordnance would remove that burden for retention of homes. SF neighborhoods are different. Protection of Quality of Life of neighborhood important.
Michael Larkin – Indicated that he thought there was a lack of homeowner outreach and that in his opinion homeowners do not know about 'property rights' being diminished. He also addressed the issue of flood insurance subsidies. On architecturally significant criteria, he believes that the criteria should be fine tuned as current criteria is too broad. He also had an issue with compatibility criteria of 375 feet.
Catherine Rodstein – Indicated the has a 1938, 1 story home and spent over $300,000.00 enhancing it. Now has 2 large modern houses flanking her. Expressed a concern with the incompatibility of new homes within the established context. She believes that the appropriate determination for new homes is the ratio to the remainder of its surroundings.
Darren Tansy – Lives in a 1938 home and would not tear it down by his choice.
Dora Puig – Pre-1942 home owner, very happy with home but had a concern with the impact of the ordinance on the re-sale value of the home. Also believes compatibility issue is affected by FEMA requirements.
George Helvecki – Owns a Pre-1942 home and concerned about disincentives.
Danny Hertzberg – Believes proposed changes are an overreaction and that they have already impacted the real estate market across the board for 'tear down' homes. Also concerned with previous homes being 'substantially re-introduced.
Jill Hertzberg – Noted that she was born and raised in Miami Beach and promotes the City

on a daily basis. Also noted that no City gets the same dollar per sq ft that Miami Beach does.
Peter Luria – Lives in a pre-1942 home, but believes that the proposed ordinance is not necessary. Suggested that oversized homes should be integrated into the discussion.
Joel Simmons – Read a letter from a prospective home owner regarding a pre-1942 home and the impact of the ordinance on the new home proposed for property.

Commission Deliberations:
Comm. Tobin indicated that the LUDC should make a recommendation regarding the proposed Ordinance.
Comm. Wolfson recommended against the Ordinance.
Comm. Tobin suggested that some direction be given and recommended that the disincentives proposed be further studied.
Comm. Weithorn indicated that she does not believe the Ordinance is ready to move forward in its current form. Context data is missing and what is proposed is too much.

MOTION:
Recommendation NOT to approve the Ordinance (Tobin/Wolfson 2-0)

2. ORDINANCE AMENDMENT PERTAINING TO OVERSIZED SINGLE FAMILY HOMES. (REQUESTED BY CITY COMMISSION SEPTEMBER 11, 2013 CITY COMMISSION MEETING ITEM C4E)

AFTER-ACTION:
Commissioner Tobin indicated that a requirement for 'context' material was needed, particularly for new homes impacted by FEMA requirements, which have an impact on compatibility. Also indicated that the 4-5 problem homes need to be photographed and studied.

MOTION:
No action taken.

3. DISCUSSION ON ARCHITECTURALLY SIGNIFICANT HOMES – THE CITY OF CORAL GABLES ORDINANCE LANGUAGE IN REGARDS TO THE REVIEW OF TOTAL DEMOLITION REQUESTS FOR SINGLE FAMILY HOMES. (REQUESTED BY MAYOR MATTI HERRERA BOWER SEPTEMBER 11, 2013 CITY COMMISSION MEETING, ITEM C4J)

AFTER-ACTION:
No discussion and no action taken.
Item deferred.

Meeting Adjourned at 6:10 PM

Attachment
JLM/JMJ/RGL
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LAND USE AND DEVELOPMENT COMMITTEE MEETING AND
SPECIAL PUBLIC WORKSHOP ON ARCHITECTURALLY SIGNIFICANT HOMES
September 23, 2013 @ 3:00 pm
City Manager's Large Conference Room

Attendance Sheet

	NAME	CONTACT NUMBER	I WISH TO RECEIVE THE AGENDA ELECTRONICALLY	E-MAIL ADDRESS
1.	SLADJA SIANTIC	305.799.7697	Yes	SSMIAMI @ GMAIL.COM
2.	DINA GOLDENTAYER	786.277.7539	Yes	GOLDENDINA @ GMAIL.COM
3.	HAVA RYWLIN-RIVLIN	305-531-5487	~~NO~~ Yes	HAVA12@ATL@MICAB.COM.
4.	Diane Star Heller	305-534-8383	No	@
5.	PETER LURIA	305-321-3201	Yes	peterpl @ bellsouth.net
6.	Diane Lampman	305 537 1771	yes	Diane @ SBIREALTY.COM
7.	Jill Netzbey	305-341-7447	yes	jinfo @ thejills.com
8.	Hillary Hertzberg	305-336-2210	yes	Hillary @ thejills.com
9.	Danny Hertzberg	305-505-1950	Yes	Danny @ TheJills.com
10.	Giorgio Vecchi	305-798 9300	yes	gvecchi8 @ gmail.com
11.	DORA PUIG	305/613-2118	Yes	Dora @ DoraPuig.com
12.	DARIN TANSEY	305 924 4100	Yes	DARIN @ DARINTANSEY.com
13.	ROBERT WOLFSON	305 527-7300	yes	RobertWolfson @ HOTMAIL
14	Alex Fernandez	ext. 7105		@
15.	Jack Johnson	305-673-1267	yes	~~dg~~223 @ gmail.com
16.	David Carlin	305 496 9535	yes	dg223 @ gmail.com
17.	Jo Manning	305.538.3270	yes	drmwk @ juno.com
18.	Gordon Louder	305 674 7665	Yes	ghlouder @ bellsouth.net
19.	Charles Urstadt	305-498-0077	Yes	Charlie @ Urstadt.Com
20.	Marianne Friedman	305 531 3754	yes	MAMIMARIANNE @ GMAIL.COM

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LAND USE AND DEVELOPMENT COMMITTEE MEETING AND
SPECIAL PUBLIC WORKSHOP ON ARCHITECTURALLY SIGNIFICANT HOMES
September 23, 2013 @ 3:00 pm

Attendance Sheet

NAME	CONTACT NUMBER	I WISH TO RECEIVE THE LINK TO THE ELECTRONIC AGENDA	E-MAIL ADDRESS
21. Kathy Berman	954-540-7068	Yes	Kathyberman @ bellsouth.net
22. JULIAN JOHNSTON	305 502 3985	YES	JULIAN @ MIAWATERFRONT.COM
23. JOEL SIMMONDS	305 799 0244	YES	jsimmonds @ mwglobal.com
24. Emmanuel Sebag	3053199979	Y	OFFICE @ SEBAG.NAME
25. Jerry Bienstock	305 903-4000	Already got it	@
26. Hayden Dimitrell	305 720 2106	"	@
27. Luis Bosch	305.992.5847	Yes	Luisboschmiami @ hotmail.com
28. Eddie IRVINE	305 776 9000	YES	Eisoperseven @ GMAIL.com
29. AHMAD LEE KHAMSI	305-505-9455	Y	AKHAMSI1955 @ gmail.com
30. Dina Goldentayer	786-277-7539	YES	goldendina @ gmail.com
31. Gary Held	x6532	yes	garyheld @ miamibeachfl.gov
32. GABRIELLE KLEIN	x6157	yes GABRIELLE	KLEIN @ MIAMIBEACHFL.GOV
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MIAMIBEACH

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

COMMITTEE MEMORANDUM

To: Mayor Philip Levine and Members of the City Commission

From: Jimmy L. Morales, City Manager

Date: December 11, 2013

SUBJECT: **REPORT OF THE CAPITAL IMPROVEMENT PROJECTS OVERSIGHT COMMITTEE MEETING OF JULY 15, 2013**

A meeting of the CIP Oversight Committee was held on Monday, July 15, 2013.
The meeting was called to order at 5:44 p.m.

Please note:
1) Minutes herewith are not a full transcript of the meeting.
Full audio and visual record of this meeting available online on the City's website:
http:// www.miamibeachfl.gov/video/video.asp

2) Minutes reflect the order of the meeting according to the printed agenda. Items may have been taken out of order. Refer to the times at the right of the page for when the item was heard.

1. ATTENDANCE
See attendance sheet copy attached.

2. ACCOMPLISHMENTS
a. Groundbreaking – Flamingo Park Football Field and Track
b. New CIP Website
Maria Palacios, Public Information Specialist, discussed the June 14, 2013, Groundbreaking Ceremony for the Flamingo Park Football Field and Track project, which will be completed by football season this year, and also mentioned the launch of the CIP web site.

3. REVIEW AND ACCEPTANCE OF MINUTES **5:47 p.m.**
Report of the Capital Improvement Oversight Committee Meeting of ***May 6, 2013***
Report of the Capital Improvement Oversight Committee Meeting of ***June 3, 2013***
(June 3 Meeting was dismissed for lack of a quorum)

- Dwight Kraai reminded staff that he has been asking for the tidal values used for calculations by Public Works on the stormwater drainage criteria. He asked Mark Taxis, Assistant City Manager to expedite this information. Mr. Taxis promised that Public Works will make this information available at the September meeting.

MOTION: **Acceptance of Report (Minutes) of the May 6, 2013 CIPOC Meeting and the June 3, 2013 CIPOC Meeting (which was dismissed for lack of quorum)**

MOVED: **S. Kilroy** **2nd:** **R. Rabinowitz**
PASSED: **UNANIMOUS**

Agenda Item C6B
Date 12-11-13

4. PUBLIC COMMENTS **5:48 p.m.**

No one came forward with public comments.

Saul Gross inquired about the Property maintenance facility move from Flamingo Park to Sunset Harbour. David Martinez noted that the original building planned was not large enough to accommodate all the components. The project was, therefore, on hold while the city determined if additional locations should be found. Now, the city is looking at better utilization of space at the proposed location in Sunset Harbour.

5. OLD BUSINESS / REQUESTED REPORTS

a. Neighborhood Projects Map **5:50 p.m.**

A map of all the projects in the city will be included on the mbplannedprogress.com web site. Saul Gross asked that additional projects by other agencies be included on the map. He also asked that a separate map be made showing parks and parking, so users can see what construction affects traffic and also get information about vertical projects and parking lots.

(He turned discussion to the status of the property maintenance facility. This topic is mentioned above, in the PUBLIC COMMENTS section.)

b. Report on Flooding Conditions in Orchard Park Area **6: 00 p.m.**

Eric Carpenter, Director of Public Works, presented this report. Dwight Kraai requested this report, following a flooding event that occurred in April.

The original right of way project, which was part of the overall Nautilus Neighborhood right of way project, did not include a stormwater drainage component for the Orchard Park section. The intersection of 44th Street and Royal Palm Avenue was a location that had experienced flooding and that section was pulled out of the project and addressed separately. The remediation for the flooding in that area was designed under the old stormwater design standards. A 48" pipe was installed. This was designed based on lower tailwater conditions than the current stormwater master plan includes. This would not drain as effectively as a pipe designed with a higher mean high-tide in mind, as the new plan calls for. Saul Gross pointed out, however, that the outflow pipes are working and the intersection does drain and there is marked improvement in the conditions. Public Works has identified low elevations at intersections throughout the city and has implemented a hot spot improvement program.

c. North Beach Neighborhoods

Status Report: Normandy Isle Phase II Neighborhood Improvements **6:09 p.m.**

Mattie Reyes, the project manager, explained that the work for phase II of this project is wrapping up. The Marseille Drive drainage improvement is coming up, now that the City has agreed on a fee with the A/E consultant. The landscaping was completed by the Parks Department's Greenspace Division. The lighting project on Marseille Drive is a budget request, submitted for the FY 2013/14 Capital Budget, for Commission approval.

Status Report: Biscayne Point Neighborhood Improvement Project **6:15 p.m.**
Carla Dixon, the project manager, presented at the meeting. Public Works is conducting the final inspections of the stormwater system on Stillwater Drive (including lamping and infill tests at high tide). Following Public Works inspections of the stormwater system, DERM does the final certification. The stormwater system on Stillwater Drive is in operation.

In Biscayne Beach, the last drainage structure arrived for installation the day of the meeting. The last sections of piping for the drainage system were on schedule to be installed by the end of July. In July and August, the final components of the pump stations were going in, including the electrical panels.

David Martinez noted that the system in the streets in Biscayne Beach tie in to the system on Stillwater Drive, so final completion of the entire system is contingent on completion of Biscayne Beach drainage.

The contractor has begun to minimize the staging area at 84th Street. They are beginning to demobilize and clean up the area.

The pillars for the entrance feature to Biscayne Point Island were installed. The contractor, as of the meeting, had taken measurements for the fence, and the fence was being fabricated. The remaining components, including the light fixtures, pavers and slab, were on schedule to be completed by the end of October, which is within schedule for the project.

d. Middle Beach Neighborhoods
Status Report: Central Bayshore Improvements **6:25 p.m.**
Darlene Fernandez, the project manager, spoke about Phase II of the project. Phase II adds additional drainage south of 34 Street. All the permits for that phase of the project have been submitted. All the original drainage work for the Central Bayshore project has been installed, with the exception of Flamingo Drive. The pump stations are 75% complete and should be substantially complete by August. The five pump stations are located at Pine Tree Drive and 28 Street, Prairie Avenue and 28 Street, Chase Avenue and 34 Street, Pine Tree Drive and 34 Street, and Prairie Avenue and 37 Street.

Dwight Kraai asked if there were emergency generators for the pumps should there be a loss of power. There are generator receptacles on all the pumps. Public Works has portable generators that they would deploy at the pump stations should they be needed. Several additional questions were asked about this, so it was decided that the Public Works Department would bring more information about the portable generators to a future meeting.

The roadway has been restored in the area of this project near St. Patrick's Church. The final lift of asphalt was scheduled to be placed the week of the meeting.

The Central Bayshore project is expected to be completed in May, 2014.

Status Report: Lake Pancoast Improvements
Report provided in written agenda, but not discussed.

Status Report: Sunset Islands I & II
Report provided in written agenda, but not discussed.

Status on Lower North Bay Road **6:38p.m.**

David Martinez mentioned that three items that were going to Commission at the July 17 City Commission meeting were not included in the packet for CIPOC because the Manager had not yet signed the accompanying memos. Saul Gross indicated that he wanted specifically to discuss Lower North bay Road (LNBR).

Mr. Gross asked for clarification of the new RFP. Pointing out that the project was changed from a Deisgn/Bid/Build contract, as it had been awarded last year, (designed by CH2MHill, contract awarded to TransFlorida. The contractor was terminated for convenience.

Mr. Gross mentioned that the LNBR project was to be the first right of way project to use the guidelines from the new Stormwater Master Plan. He said that the previous director promised to bring the standards and measurements to the CIPOC that are to be used in determining the new design for the LNBR project. Those materials were not yet brought to CIPOC.

Mr. Martinez explained that the City Engineer's Office has developed a design criteria package (DCP). Stacy Kilroy noted that recent articles in publications like the New York Times and Rolling Stone Magazine have brought to light the importance of addressing sea-level rise in public construction projects.

Eric Carpenter explained that the design criteria package is consistent with the 2012 guidelines for stormwater design from the master plan. (tailwater elevation of .67 NAVD) The DCP calls for enlarging the pump station wet wells in order to upsize the pumps at a later date. Pipes will be sufficiently sized to accommodate a 5yr 1day storm event. He noted that there will be times when the system will be inundated. They are also looking at incorporating a telemetry system to close the outfalls when there are extremely high tailwater conditions, but then to reopen them if and when low tailwater conditions apply.

Mr. Kraai was critical of the tidal-value measurement numbers used, saying that the City is not taking "King Tides" into consideration. He asked if the City is going to re-evaluate the conditions as per direction of the City Manager. Mr. Kraai maintains that the numbers being used are not acceptable because they don't take into account October and November tides. Mr. Carpenter said that mean high tides in 2012 were above average. Mr. Kraai said that trend will continue.

Mr. Carpenter said that the City is using the best available data, which is the published data from the Army Corps of Engineers. It shows a .67 NADV tailwater elevation going out 20 years. Mr. Kraai wants additional investigation. Mr. Carpenter said that it is unknown whether last year's tides were an exception or part of new patterns. The data is usually looked at over "epochs." Mr. Kraai considers this approach a "boondoggle." He says that the tides will continue to be higher each year. Stacy Kilroy noted that there is a sensitivity to accepting the best available data, but we should have a higher level of scrutiny, because there are newer studies that show a more dire situation. Mr. Carpenter said that there is a wide range of data and it is difficult to calculate so far in advance. Mr. Kraai stated that all that is necessary is to look at October and November flooding to see the trends.

Mr. Gross asked the practical difference of using the more severe measurements. It would be a cost factor, explained Mr. Carpenter. He also explained that upsizing pipes just a few inches in diameter increases conveyance and also increases cost at about $5 per linear foot. The City is considering upsizing pipes, putting in larger wet wells and discharge wells.

Mr. Gross pointed out that CIPOC was expecting a much more detailed analysis at this point as it applied to LNBR. CIPOC wanted LNBR to be a test case for the community so they could use it to determine costs and service levels. He stated he would not want Commission to approve moving ahead with this project until everyone had a better handle on the data. It is an area most prone to flooding, and the City wants to reevaluate the original design and use it in developing the DCPI. Raising the elevation of the roadway could result in flooding private property. Concave swales would be a solution.

Dwight Kraai noted that Rick Saltrick was quoted in Rolling Stone Magazine that the City was considering raising the roadway elevations in some places, and inquired where that might be a consideration. Mr. Saltrick said that the City is looking into raising the elevation of the road in Sunset Harbour, adjacent to the park and the newer condominiums. According to the design criteria package for LNBR, said Mr. Saltrick, the City has established a minimum inlet height, associated with king tides, so the lowest point of the road cannot be lower than a certain elevation. The design also considers raising elevations of sea walls.

Brian Ehrlich asked how the decisions are made on the designs and if there is a central consultant for these decisions. Rick Saltrick explained that the City looks to the group with the four-county compact as well as published data. Mr. Ehrlich said that there appears to be retiscence to come back with information. Mr. Carpenter said that the City is so far ahead of the sea level rise issue that the engineering judgment is not strong at this time. Mr. Ehrlich said when designing these systems, we should not necessarily look to the past, but try to get ahead of possible major events.

The real answer, said Mr. Gross, is that it is a question of cost. He said that by asking for this data, the board is looking to assist in evaluating the cost effectiveness of forecast design.

The roadway system is designed to flood before water is pumped off the street. ("sacrificial system" so properties don't flood). The City wants to tackle the major flooding that goes onto private property. But Stacy Kilroy pointed out that it's still a problem if $50K cars are flooded in the streets. She asked that staff make recommendations and put them in writing. She said that in the community there is a consensus that there is a sense of urgency.

MOTION:
Recommend to Commission to hold off on issuing the DCP until they have a more detailed explanation of what the assumptions are that went into putting the DCP together and what alternative assumptions had been considered that the City decided not to pursue and what the cost and design ramifications of those and other assumptions might be.

MOVED: S. Kilroy 2nd : D. Kraai
UNANIMOUS.

e. South Beach Neighborhoods
Status Report: Venetian Island Neighborhood Improvement Project **6:11 p.m.**
Mattie Reyes said that the contractor was waiting for the dewatering permit. The project team has been meeting with residents who have concerns one-on-one, especially those who have questions about the encroachments and pending removals. Once permitting is complete, the city will issue NTP #2 and the work can commence.

Status Report: Palm & Hibiscus Island Neighborhood Improvements & Utilities Undergrounding **6:14 p.m.**

Mattie Reyes explained that this project is on schedule. The Design/Build firms bidding for the project presented and when a selection is made this project will be taken to the city commission. Not more could be said about this project at the meeting because at the time it was under the cone of silence, and the Manager had not yet made a recommendation for selection of the D/B firm.

Status Report: South Pointe Phase III, IV & V Neighborhood Improvement Project **6:20 p.m.**

Carla Dixon, the project manager, said that work was progressing slowly but steadily. The contractor is working on the landscaping installation on Ocean and Collins. The final lift of asphalt on Alton Road is pending final inspections of the drainage work.

The Committee asked about the status of the County's project on the forcemain, Rick Saltrick, City Engineer, stated that there was about one month additional work and then the crews would demobilize. The new forcemain is in operation. The County will be restoring the roadway on the corner of Commerce Street and Jefferson Avenue to Alton Road.

6. COMMISSION ITEMS:

a. Bayshore Neighborhood Right-of-Way Infrastructure Improvement Project 6:31 p.m.

The vote was to ask the Commission to pass the resolution authorizing additional work to address unforeseen conditions and construction administration services.

MOVED: T. Trujillo 2nd : E. Camargo
UNANIMOUS

b. Lower North Bay Road Neighborhood Improvements 7:04 **p.m.**

Discussion noted above

MOTION:

Recommend to Commission to hold off on issuing the DCP until they have a more detailed explanation of what the assumptions are that went into putting the DCP together and what alternative assumptions had been considered that the City decided not to pursue and what the cost and design ramifications of those and other assumptions might be.

MOVED: S. Kilroy 2nd : D. Kraai
UNANIMOUS.

c. Beachwalk Phase II From South Pointe Drive to Third Street 7:05 p.m.

Eric Carpenter, Director of Public Works, presented the information on this item. On Fourth to Fifth Street, the Beachwalk falls on private property, which is condo property on state land. The city is working with the condo associations to come to an agreement. They require 75% buy-in from the owners.

For the phase of the project from South Pointe Drive to Third Street, the city expects to the NTP for the project in mid-September.

Elizabeth Camargo asked if staff could provide a cost analysis, showing price per linear foot for this part of the project, as compared to the prices per linear foot of other portions

of the Beachwalk that the city has already completed.

MOTION:
Recommend to Commission to pass the resolution, pending the inclusion of cost analysis and comparison.

MOVED: T. Trujillo 2nd : R. Rabinowitz
UNANIMOUS

d. 6th Street Restrooms, 53rd Street Restrooms, and Ocean Rescue Office 7:21 p.m.
Thais Vieira explained that this item was brought to Commission in March, and the Commission felt that the Guaranteed Maximum Price (GMP) was too high, so the City reissued an Invitation to Bid (ITB). Four bids came in, and the lowest bid came in $70,000 lower than the GMP. The original contract that was negotiated and brought to Commission in March was a Construction Manager at Risk contract (CM@Risk). Now, the new bid is a traditional bid and the city will assume all the risk. The complications that add to the cost of this project are components like underground utility issues.

Robert Rabinowitz complimented the CIP Office for the comprehensive way this item was presented to the Committee, and how the cost break-downs were presented as well.

MOVED: R. Rabinowitz 2nd : D. Kraai
UNANIMOUS.

Meeting Adjourned **7:29 p.m.**
Next CIPOC meeting is scheduled for Monday, September 9, 2013 at 5:30 p.m. in Commission Chambers. However, meeting schedule may change. Official notification will be posted on the City Clerk Calendar, http://www.miamibeachfl.gov/calendar/cmbcalendar.aspx each month.

Attachment:
Attendance report

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REPORT OF THE OCTOBER 23, 2013 LAND USE AND DEVELOPMENT COMMITTEE MEETING**

A Land Use and Development Committee meeting was held on October 23, 2013. Land Use Committee Members in attendance were Commissioners Michael Góngora, Jonah Wolfson and Jerry Libbin. Other Commission Members in attendance were Mayor Matti Herrera Bower. Members from the Administration, including, Joe Jimenez, Thomas Mooney, Michael Belush, Jose Smith, Gary Held and Deborah Turner, as well as members of public, were also in attendance. Please see the attached sign-in sheet.

The meeting was called to order at 3:10 pm.

1. **DISCUSSION OF THE CITY'S DRAFT TREE ORDINANCE PREPARED BY THE PARKS AND RECREATION DEPARTMENT'S GREEN SPACE MANAGEMENT DIVISION.**

(REQUESTED BY CITY COMMISSION NOVEMBER 14, 2012 CITY COMMISSION MEETING, ITEM C4A)

ITEM TO BE AUTOMATICALLY WITHDRAWN BY OCTOBER, 2013 IF NOT HEARD PER RESOLUTION NO. 2013-28147*

AFTER-ACTION / MOTION:
Continue to the December Land Use Committee Meeting

2. **PARKING DISTRICT NO. 5 – SUNSET HARBOUR**

(REQUESTED BY CITY COMMISSION NOVEMBER 14, 2012 CITY COMMISSION MEETING, ITEM R5A)

ITEM TO BE AUTOMATICALLY WITHDRAWN BY OCTOBER, 2013 IF NOT HEARD PER RESOLUTION NO. 2013-28147*

AFTER-ACTION / MOTION:
Continue to the December Land Use Committee Meeting

3. **ZONING AND PLANNING INITIATIVES FOR NORTH BEACH INCLUDING**

Agenda Item C6C
Date 12-11-13

ORDINANCE AMENDMENTS FOR PARKING REQUIREMENTS AND DEVELOPMENT REGULATIONS.
(RETURNING FROM THE APRIL 23, 2013 LUDC MEETING ORIGINALLY REFERRED BY COMMISSIONER JERRY LIBBIN, DECEMBER 12, 2012 CITY COMMISSION MEETING, ITEM C4I #1)

ITEM TO BE AUTOMATICALLY WITHDRAWN BY NOVEMBER, 2013 IF NOT HEARD PER RESOLUTION NO. 2013-28147*

AFTER-ACTION:
Thomas Mooney provided an overview of the item.

Comm. Libbin discussed the importance of the item.

Daniel Vietia spoke and discussed the importance of the proposals and the impact on the retention and preservation of MiMo buildings in North Beach.

Debra Ruggeiro spoke and discussed the renovation of the hotel on Harding Avenue in North Beach.

Comm. Wolfson suggested increasing the no parking fee proposal from the 2,500 square feet proposed to the maximum FAR for the site.

Mayor Bower asked a question regarding the location of parking spaces for additions.

MOTION:
Refer the matter to the Planning Board as an Ordinance Amendment with a recommendation to replace the proposed 2,500 square foot limit on additions with the maximum FAR available on the property. Additionally, the Planning Board is directed to look at the 2,500 square foot limitation on additions.
Libbin/Gongora (3-0)

4. **DISCUSSION TO CONSIDER THE SOLICITATION OF LETTERS OF INTEREST FROM INSTITUTIONS OF HIGHER EDUCATION FOR THE DEVELOPMENT OF OUR MUNICIPAL ASSETS IN NORTH BEACH.**
(REQUESTED BY COMMISSIONER DEEDE WEITHORN APRIL 17, 2013, CITY COMMISSION MEETING ITEM C4A)

ITEM TO BE AUTOMATICALLY WITHDRAWN BY NOVEMBER, 2013 IF NOT HEARD PER RESOLUTION NO. 2013-28147*

AFTER-ACTION / MOTION:
No action taken. Item dropped from Agenda.

5. **ACCESSORY SETBACK ENCROACHMENTS**
AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS", BY AMENDING ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS", BY AMENDING SECTION 142-1132 TO MODIFY THE SETBACKS FOR ALLOWABLE ENCROACHMENTS INCLUDING DRIVEWAYS, CARPORTS AND MECHANICAL EQUIPMENT; BY AMENDING SECTION 142-1133 TO MODIFY THE SETBACK

REQUIREMENTS FOR SWIMMING POOLS AND THE REQUIREMENTS FOR THE CONSTRUCTION OF SWIMMING POOLS ON CORNER AND THRU LOTS WITHIN SINGLE FAMILY DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

(DEFERRED FROM THE JULY 22, 2013 LUDC MEETING ORIGINALLY REQUESTED BY CITY COMMISSION MAY 8, 2013 CITY COMMISSION MEETING, ITEM R5H)

AFTER-ACTION / MOTION:
Refer the matter to the City Commission for 2nd Reading with a favorable recommendation.
Libbin/Gongora (2-0)

6. **DISCUSSION REGARDING A PROPOSED AMENDMENT TO SECTION 142-213. – CONDITIONAL USES TO INCLUDE THE FOLLOWING LANGUAGE:**
AND NON-MEDICAL LOW INTENSITY OFFICES, SUCH AS ARCHITECT OFFICES, ACCOUNTANT OFFICES, ATTORNEY OFFICES AND REAL ESTATE OFFICES, WHICH ARE LOCATED ON THE LOBBY LEVEL OF BAY FRONT APARTMENT BUILDINGS. THE PROPOSED SECTION WILL READ AS FOLLOWS: SEC. 142-213. - CONDITIONAL USES.
CONDITIONAL USES IN THE RM-2 RESIDENTIAL MULTIFAMILY, MEDIUM INTENSITY DISTRICT ARE ADULT CONGREGATE LIVING FACILITY; DAY CARE FACILITY; NURSING HOME; RELIGIOUS INSTITUTIONS; PRIVATE AND PUBLIC INSTITUTIONS; SCHOOLS; COMMERCIAL OR NONCOMMERCIAL PARKING LOTS AND GARAGES; ACCESSORY NEIGHBORHOOD IMPACT ESTABLISHMENT, AS SET FORTH IN ARTICLE V, DIVISION 6 OF THIS CHAPTER; AND NON-MEDICAL LOW INTENSITY OFFICES, SUCH AS ARCHITECT OFFICES, ACCOUNTANT OFFICES, ATTORNEY OFFICES AND REAL ESTATE OFFICES, WHICH ARE LOCATED ON THE LOBBY LEVEL OF BAY FRONT APARTMENT BUILDINGS.

(REQUESTED BY VICE-MAYOR JONAH WOLFSON JUNE 5, 2013 CITY COMMISSION MEETING, ITEM C4G)

AFTER-ACTION:
Thomas Mooney provided an overview of the item.

Alex Tachmes spoke on behalf of the Mae Capri property.

Comm. Libbin expressed support for the proposal to use low intensity offices.

MOTION:
Refer the matter to the Planning Board as an Ordinance Amendment.
Libbin/Wolfson (3-0)

7. **DISCUSSION INVOLVING RESTRICTING A PORTION OF CITY STREET LOCATED IN THE MIDDLE OF ST. PATRICK'S SCHOOL AND PRE-K SCHOOL FOR SAFETY AND SECURITY REASONS.**

(REQUESTED BY COMMISSIONER MICHAEL GONGORA JUNE 5, 2013 CITY COMMISSION MEETING, ITEM C4J)

AFTER-ACTION:
Eric Carpenter provides an overview of the item, including the need for a traffic analysis.

Comm. Libbin asked a question about the map of the area, including the impact of the proposal on existing parking.

Comm. Gongora suggested that the administration perform a parking and traffic analysis.

Representatives from St. Patrick's expressed concerns regarding the safety of kids with the current gate-arm.

Comm. Wolfson indicated that the proposed loss of parking spaces would not be an issue in the area.

Comm. Libbin suggested using caution as any proposal to close a street could set a precedent.

Comm. Wolfson asked a question on the procedures for closing the street, and suggested exploring a partial closing of the street, as well as a full vacation of the right-of-way.

Gary Held provided the Committee with an explanation of the different options available.

MOTION:
Administration is instructed to issue a Right-of-Way permit immediately for a fence and gate, and to perform a traffic and parking analysis for the permanent vehicular closure of Meridian Avenue. The Right-of-Way permit will be for 120 days, and the parking and traffic analysis will be brought back to the Land Use Committee when complete.

Wolfson/Libbin (3-0)

8. BOAT DOCKS AND MARINE STRUCTURES ORDINANCE.
(DEFERRED FROM THE JULY 22, 2013 LUDC MEETING ORIGINALLY REQUESTED BY CITY COMMISSION JULY 17, 2013 CITY COMMISSION MEETING, ITEM C4E)

AFTER-ACTION / MOTION:
Continue to the December Land Use Committee Meeting.

9. DISCUSSION CONCERNING THE MOTION BY THE GLBT BUSINESS ENHANCEMENT COMMITTEE REGARDING EXTENDING HOURS OF OPERATION FOR THE FOUR EVENT WEEKENDS: WHITE PARTY, WINTER PARTY FESTIVAL, MIAMI BEACH GAY PRIDE AND AQUA GIRL.
(REQUESTED BY COMMISSIONER MICHAEL GONGORA JULY 17, 2013 CITY COMMISSION MEETING, ITEM C4J)

AFTER-ACTION / MOTION:
Apply the same standard used for 'White Party' to similar events.
Libbin/Gongora (2-0)

10. CONSIDERATION OF A PROPOSED BALLOT QUESTION TO PERMIT LIMITED TRANSFER OF FAR WITHIN A SPECIFIC ZONE, PURSUANT TO CRITERIA THAT SHALL BE ESTABLISHED IN UPCOMING ORDINANCES REGARDING ALTON ROAD.

**(RETURNING FROM THE JULY 22, 2013 LUDC MEETING
REQUESTED BY COMMISSIONER DEEDE WEITHORN
JULY 17, 2013 CITY COMMISSION MEETING, ITEM C4R)
VERBAL REPORT**

AFTER-ACTION / MOTION:
Item Withdrawn

11. DISCUSSION ON A RESOLUTION CALLING FOR A SPECIAL ELECTION TO BE HELD ON NOVEMBER 5, 2013, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE CITY OF MIAMI BEACH AN ADVISORY, NON-BINDING STRAW BALLOT QUESTION ASKING WHETHER THE CITY COMMISSION SHOULD, WITHOUT OWNER CONSENT, DESIGNATE INDIVIDUAL SINGLE FAMILY HOMES THAT SATISFY THE CITY CODE'S EVALUATION CRITERIA FOR LOCAL HISTORIC SITE DESIGNATION?

**(REQUESTED BY COMMISSIONERS JERRY LIBBIN & JONAH WOLFSON
JULY 17, 2013 CITY COMMISSION MEETING, ITEM R7F)
VERBAL REPORT**

AFTER-ACTION / MOTION:
Item Withdrawn

12. DISCUSSION REGARDING REPEALING SEC. 74-1, ENTITLED "SOLICITING BUSINESS IN PUBLIC FROM PEDESTRIANS" OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA.

**(REQUESTED BY COMMISSIONER JONAH WOLFSON
JULY 17, 2013 CITY COMMISSION MEETING, ITEM R9E)
VERBAL REPORT**

AFTER-ACTION / MOTION:
Land Use Committee recommends not moving forward with the proposal.
Libbin/Gongora (2-0)

13. a) DISCUSSION ON ARCHITECTURALLY SIGNIFICANT HOMES – THE CITY OF CORAL GABLES ORDINANCE LANGUAGE IN REGARDS TO THE REVIEW OF TOTAL DEMOLITION REQUESTS FOR SINGLE FAMILY HOMES.

**(DEFERRED FROM THE SEPTEMBER 23, 2013 LUDC MEETING
ORIGINALLY REQUESTED BY MAYOR MATTI HERRERA BOWER
SEPTEMBER 11, 2013 CITY COMMISSION MEETING, ITEM C4J)**

b) DISCUSSION ON THE HISTORIC PRESERVATION BOARD'S RECOMMENDATION TO ADOPT A DEMOLITION ORDINANCE FOR SINGLE FAMILY RESIDENCES, AS SIMILAR AS POSSIBLE TO THE CITY OF CORAL GABLES

ORDINANCE, WHICH REQUIRES REVIEW OF TOTAL DEMOLITION REQUESTS FOR ANY STRUCTURE 50 YEARS OF AGE OR OLDER BY THE CITY'S HISTORIC PRESERVATION OFFICER, IN ORDER TO DETERMINE IF THE STRUCTURE SHOULD BE BROUGHT TO THE HISTORIC PRESERVATION BOARD FOR HISTORIC DESIGNATION CONSIDERATION.

(REQUESTED BY MAYOR MATTI HERRERA BOWER
JULY 17, 2013 CITY COMMISSION MEETING, ITEM C4S)

AFTER-ACTION:
Thomas Mooney provided an overview of the item.

Mayor Bower suggested that it would be worthwhile to explore the implementation of the Coral Gables process.

Comm. Libbin expressed concerns with the impact of sea level rise and the need for future policies to be consistent with rising flood levels.

Daniel Ciraldo spoke and indicated that he believes sea level rise should be addressed. Also indicated that the raising of homes should be explored and suggested a distinction between 'Architecturally Significant' and 'Landmark' homes.

Clotilde Luce spoke on behalf of Jeff Donnelly, who recommended that an historic resource assessment of homes be conducted, prior to demolition. Clotilde also discussed the quality of life in single family districts.

Mitch Novick spoke and discussed the active hurricane seasons of 2004 and 2005, and the subsequent bold predictions for future active seasons. Additionally, he discussed flood issues and indicated he was supportive of the application of the Coral Gables Ordinance on Miami Beach, as it would eliminate the need for a database of homes.

Charles Urstadt spoke and indicated that it would be worthwhile to explore how such an Ordiance could be implemented on Miami Beach.

MOTION:
Direct the Administration to study how the Coral Gables Ordinance could be implemented on Miami Beach and bring alternatives back to the Land Use Committee in December.
Gongora/Libbin (2-0)

14. DISCUSSION TO CONSIDER AN AMENDMENT TO ARTICLE II, SECTION 142 OF THE LAND DEVELOPMENT REGULATIONS, TO MODIFY THE REGULATIONS PERTAINING TO MINIMUM HOTEL UNIT SIZE REQUIREMENTS IN THE CITY'S COMMERCIAL ZONING DISTRICTS, PERMITTING NONCONFORMING HISTORIC HOTELS TO BE SIGNIFICANTLY RENOVATED WITHOUT THE NEED FOR ADDITIONAL VARIANCES FOR UNIT SIZE.

(REQUESTED BY COMMISSIONER MICHAEL GONGORA
SEPTEMBER 11, 2013 CITY COMMISSION MEETING, ITEM C4L)

AFTER-ACTION:
Joe Jimenez provides an overview

MOTION:
Refer the matter to the Planning Board as an Ordinance Amendment.
Libbin/Gongora (3-0)

15. DISCUSSION REGARDING THE BEACHWALK II PROJECT PHASE II (3RD STREET TO 5TH STREET).
(REQUESTED BY COMMISSIONER MICHAEL GONGORA SEPTEMBER 11, 2013 CITY COMMISSION MEETING, ITEM C4N)

AFTER-ACTION:
Betsy Wheaton provides an overview of the current status of the project. Specifically, due to the refusal of some upland properties to grant easements in the area from 3rd-5th Street, this portion of the beachwalk has been moved into the dune. The Florida DEP required that the actual location of the path be moved westward, clodser to the Erosion Control Line, and that the size of the dune be expanded eastward in the area from 3rd to 5th Street.

Comm Libbin asked questions on the cost increase associated with moving the path to the dune and the cost associated with using eminent domain to secure an area for the path in the hard packed area to the west of the dune.

Carla Probus expressed a concern with the potential loss of beach by expanding the dune to the east.

Clotilde Luce spoke and expressed concerns with security in the existing hard pack areas.

Comm. Wolfson indicated that he is supportive of the proposal to place the walkway within the dune area.

Comm. Gongora expressed concerns with cutting through the dunes and indicated that he would like to know the potential cost of eminent domain litigation. He recommended that the matter be discussed in December by the full City Commission.

Comm. Libbin indicated that he was ok with the matter coming back to the land Use Committee in December.

MOTION:
Continue the matter to the December Land Use Committee to discuss the potential cost increase of going into the dune.
Libbin/Gongora (3-0)

16. DISCUSSION REGARDING THE CREATION OF AN OVERLAY DISTRICT INCLUDING AND ADJACENT TO, OR POSSIBLE REZONING OF, THE PROPERTY LOCATED AT 1729 LENOX AVENUE TO ACCOMMODATE ADDITIONAL CHILDREN AT THE TEMPLE BETH SHMUEL MONTESSORI SCHOOL.
(REQUESTED BY MAYOR MATTI HERRERA BOWER SEPTEMBER 11, 2013 CITY COMMISSION MEETING, ITEM C40)

AFTER-ACTION:
Thomas Mooney provided an overview of the item.

Ryan Baline: Spoke on behalf of the Montesorri School and provided a summary of the schools position including the extent of neighborhood outreach conducted by the school within the Palm View area.

David Aitel: Resident of Palm View who spoke in favor of the proposal and indicated that he believed there would be no negative impact associated with a modest expansion of the school.

Rita Starr: Resident of Palm View who supports the proposed expansion and believes it would be great for the City.

Chris Pourier: Conducted door-door outreach in the Palm View area and indicated that she found overwhelming support among residents of the area, including 250 letters of support.

Jaimie Lawfer: Parent of children enrolled in the school who supports the proposed overlay and re-zoning.

Comm. Libbin indicated that the education of children is very important.

Comm. Wolfson asked a question regarding neighbors who had previously expressed concerns with the proposed expansion and suggested that as part of the proposed overlay ways to reduce any potential impacts on the neighborhood be explored.

Comm. Gongora discussed the importance of balancing education needs with appropriate buffering of potential impacts on neighbors.

MOTION:
Refer the matter to the Planning Board as an Ordinance Amendment including an overlay, required buffering from residential homes and Conditional Use approval.
Libbin/Gongora (3-0)

17. DISCUSSION REGARDING TAXI SERVICE IN MIAMI BEACH AND MIAMI-DADE COUNTY.
(RETURNING FROM THE SEPTEMBER 23, 2013 LUDC MEETING ORIGINALLY REQUESTED BY COMMISSIONER MICHAEL GONGORA SEPTEMBER 11, 2013 CITY COMMISSION MEETING, ITEM R9Q)

AFTER-ACTION:
Joe Jimenez provided an overview.

MOTION:
The Administration is instructed to monitor the matter and report back to the Land Use Committee.

Meeting Adjourned at 5:15 PM

Attachment
JLM/JMJ/TRM
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LAND USE AND DEVELOPMENT COMMITTEE MEETING
October 23, 2013 @ 3:00 pm
City Manager's Large Conference Room

Attendance Sheet

NAME	CONTACT NUMBER	I WISH TO RECEIVE THE AGENDA ELECTRONICALLY	E-MAIL ADDRESS
1. Michael Belosh	x6258		@
2. Steve Wernick	305 982-5579	Yes	Steven.wernick@akerman.com
3. Elissa SPEKTOR	305.924.6600	NO	EMFOLKMAN@yahoo.com
4. Tiffany Zientz Hedge	7863670145	NO	TLZ626@yahoo.com
5. Daniel Veiton	3052193278	NO	@
6. Alex Tachmes	3053477341		@
7. Michael Conquehow	608 225-0717	NO	@
8. Dave Aitel	7862639749	NO	dave.aitel@gmail.com
9. HERNAN CARDENO	305.673.7000 EXT. 6854		HERNAN CARDENO@MIAMIBEACHFL.GOV
10. Lori spodak	7868771014	NO	lorispodak@gmail.com
11. Clotilde Luce	305 538 6701	NO	cllluce@bellsouth.net
12. Daniel Grado	305 4969535	No	dgc223@gmail.com
13. Charles Urstadt	305-498-0077	Yes	Charlie@Urstadt.com
14 JEFF DONNELLY	305-532-1441	YES	JEFFDONN@AOL.COM
15. Casey Wood	305-431.0209	NO	caseytwood@gmail.com
16. Liza Samuel	305-490-4717	NO	Liza Samuel Realty@aol.com
17. Roy Samuel	305 491-1233	NO	RazRay@aol.com
18. JAMES ORIONTY	305-588-9129	NO	JSOCPA@GMAIL.COM
19. Andrea Wood	305-972-6322	NO	ADCWOOD@GMAIL.COM
20. MIKE GRIECO	305 857 0034	NO	MICHAEL@GRIECOLAW.com

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DEBORAH RUBIERO

PVITB aol.com

LAND USE AND DEVELOPMENT COMMITTEE MEETING
October 23, 2013 @ 3:00 pm
City Manager's Large Conference Room

Attendance Sheet

NAME	CONTACT NUMBER	I WISH TO RECEIVE THE LINK TO THE ELECTRONIC AGENDA	E-MAIL ADDRESS
21. Debbie Serbin	305-588-1970	Serbinfamily@bellsouth.net	@
22. Rebeca Krys	305 7730742	rsKrys@gmail.com	@
23. Angela Durand	305 804-0815		@
24. Rhonda Mitrani	3155827191	Rhondamitrani@gmail.com	@
25. Dana Grodin	3057612343	dana@cylmcol.net	@
26. Hinda Adler	305 753 7143		hinda.adler@gmail.com
27. NATASHA ANNÉ	305-613-2662		@
28. ADAM LAFER	305-706-5787		glafer@gmail.com
29. Jamie Lauter	305-306-0044		jamielauter@gmail.com
30. KRIS PURYEAR	917 4500944		krispuryear@gmail.com
31. Lance Geller	305/777-2211		lance@gelleresq.com
32. Henry Doce		enrique doce	@miamidoce.com
33. GABRIELLE REDFERN	305 673 7000	yes GABRIELLE REDFERN	@MIAMIBEACHFL.gov
34			@
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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REPORT OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE HELD ON MONDAY October 28, 2013.**

A meeting of the Neighborhood/Community Affairs Committee was held on Monday, October 28, 2013 2:00 pm, and was held in the City Manager's Large Conference Room, 4th Floor. **Commissioners in attendance**: Commissioners Jerry Libbin, Ed Tobin and Jorge Exposito. Members from the Administration and the public were also in attendance. Please see the attached sign-in sheet.

THE MEETING OPENED AT 4:10PM.

1. **Status Update For The Beachwalk From 3rd Street To Fifth Street. 4:10pm**

Elizabeth Wheaton, Environmental Division Manager, presented the item.

At the March 19th, 2013 Neighborhoods and Community Affairs Committee (NCAC) meeting, staff was instructed to move forward with Phase II (3rd Street to 5th Street) of the Beachwalk II Project and report back in 60 days to the NCAC. At the September 30, 2013, the NCAC asked that a status update be provided at October's meeting.

The Beachwalk II Project consists of an on-grade paver pathway that will connect South Pointe Park to the existing serpentine promenade in Lummus Park at 5th Street. In order to expedite the Costal Construction Control Line permitting process the city split the project into two phases: Phase I- South Pointe Drive to 3rd Street and Phase II- 3rd Street to 5th Street.

Staff has reached out to all the properties located between 3rd Street and 5th Street to again request easements and copies of each property's condominium documents to confirm each association's ability to convey the necessary easements to the City. The City has been unable to secure the necessary easements from the property owners to place the path on their properties (landward of the dune) in the existing hardpack. FDEP commented that the path

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needed to be located further landward and the revisions should avoid impacts to the greatest extent possible. In the updated design the pathway had been relocated landward of the crest of the dune; avoids cutting into the dune; avoids mature vegetation when possible.

FDEP requested that an impact minimization efforts and mitigation plan be submitted as part of the FDEP permit application. These efforts will include

1. Relocating mature, nature plants within the existing dune system;
2. Add fill to the crest of the dune;
3. Increase the seaward edge of the edge of the vegetated dune; and
4. Trim and/or limb-up seagrapes.

The 30% Construction Drawings were completed by October 18th and the FDEP CCCL permits were submitted the week of October 21st. the FDEP CCCL permitting process is estimated to take between 9 to 18 months to complete. The FDOT will be programming $850,000 for construction funds in their FY2014/15. Construction is estimated to begin in 2015.

Commissioner Tobin- acknowledged there has been a problem for six years and has also seen it.

Jeff De Carlo (resident) – spoke regarding the trees that have been planted for shade which are becoming an issue.

City Manager Jimmy Morales noted that the trees were approved through a public process a number of years ago and it was the direction of the Commission to have more shade trees.

Commissioner Exposito- expressed concerns regarding the environmental impact.

Debra Ruggiero (resident) spoke.

Jeff De Carlo (resident) spoke.

Mr. Sunshine (resident) spoke.

Paula Allen (resident) spoke.

MOTION: By Commissioner Tobin to refer item back to Land Use for further discussion including cost impacts and directed the Environmental Division to do additional outreach to residents in the affected area.

Seconded by Commissioner Libbin.

2. **Discussion regarding the possible renaming of 21st Street, from Miami Beach Drive to Washington Avenue, as "Collins Park South" and 22nd Street, from Miami Beach Drive to Dade Boulevard, as "Collins Park North". 4:35pm**

Eric Carpenter, Public Works Director, presented the item.

Jose Smith, City Attorney explained the Code:

Article VI Section 82-503 of the current City code only allows for co-designation of streets in honor of Miami Beach police officers who died or were killed in the line of duty. It is worth noting that 21st Street is currently co-designated Jose Marti Street. This co-designation was approved by the City Commission in 1994 (prior to the current code) via Resolution No. 94-21216.

If we are to consider this we would need to do an amendment.

Commissioner Tobin asked as a matter of policy. When would we be able to re-name streets.

Ray Bresslin (resident) spoke.

Commissioner Tobin- would like this item to be refer back to commission.

Commissioner Exposito- feels that this is going to become an issue. Should be discussed in a more holistic setting.

MOTION: By Commissioner Tobin- Item to be sent back to Commission.

Second by Commissioner Exposito to include, language with specific guidelines and details of item's history and establish criteria.

3. **Discussion regarding the disability Access Committee's motion in regards to alternative leaf blowers. 4:45pm**

Herman Cardeno, Code Compliance Director presented the item.

This item was referred to the Neighborhood Affairs Commission Committee by the Disability Access Committee during their July 16, 2013 meeting.

Their primary concerns were; noise pollution, air pollution (gasoline powered), disorienting and dangerous for someone who is visually impaired and disruptive to service animals.

The Disability Access Committee is recommending the use of electric "whisper quiet" core power leaf blowers.

Mr. Sunshine (resident) spoke.

Commissioner Libbin would like to see further outreach done by our Code Compliance division regarding leave blowers.

Commissioner Exposito wanted to know if landscapers are required to have a license? He would like to see more education sent to residents about leaf blowers and how the legislation reads.

MOTION: By Commissioner Libbin to bring back to committee for further discussion regarding current licensing requirements.

Seconded by Commissioner Tobin.

4. Discussion regarding water taxi proposal. 4:52pm

Kathie Brooks, Assistant City Manager presented the item.

The City is about to begin developing its Transportation Master Plan (TMP) which will study the City's transportation network, analyze existing conditions and make recommendations for projected future conditions. Multi-modal alternatives will be a component of the TMP and the City is seeking ways to maximize use of our Blueways. Additionally, the City's Comprehensive Plan already includes multi-modal alternatives as a goal.

The city Administration was recently approached by Island Queen Cruises with the attached proposal for the establishment of permanent locations in the City of Miami Beach in order to provide water taxi service between Bayfront Park and Miami Beach.

Aside from the attraction to tourist, water taxi service also has the ability to provide an alternative to residents who commute daily to and from Downtown Miami connecting various destinations in the City and on the Mainland.

If the Neighborhood and Community Affairs Committee and Members of the City Commission determine Water Taxi services as an alternative mode of transportation to be in the best interest of the City, the Administration recommends issuance of a Request for Proposals (RFP).

Commissioner Libbin stated that this is a great idea as long as we limit the areas. Such as Marina to arena.

Commissioner Exposito asked if the water taxi service currently stops by the Marina.

Commission Tobin agreed with Commissioner Libbin and feels it would be a good amenity.

Commissioner Libbin would be in favor as long as it is extended past 7pm.

City Manager Jimmy Morales commented that this water taxi is currently being used by tourists.

Jonathan Groff spoke.

JC Planas spoke.

Dr. Sunshine spoke.

DIRECTION: Commissioner Tobin Administration to send letter to Sunset Harbor regarding Lincoln Lane and 5th Street use for water taxis using the Marina.

A request was made to give Mr. JC Planas a copy of our current contracts with the Sunset Harbor Marina.

Commissioner Tobin would like administration to look at commercial vehicles currently used by the Publix at Purdi.

Jonathan Groff spoke.

City Manager Jimmy Morales stated that he would like to pursue transportation options especially with the concerns regarding sea level rising.

JC Planas spoke.

MOTION: By Commissioner Tobin- administration to further explore more feasible drop off locations and gather more details and bring back to Committee.

Seconded by Commissioner Exposito.

5. **Discussion regarding the Log Cabin property and the possibility of a collaborative community center. 5:09pm**

John Rebar, Parks and Recreation Director and Maria Ruiz, Office of Community Services Division Director presented the item.

The Log Cabin site run has 300 feet fronting Collins Avenue and is 175 feet wide. The property has three (3) closed structures.

1. Lounge Building- 900 square feet
2. Log Cabin Building- 1,086 square feet
3. Education Building- 2,370 square feet

Initial findings:

- All three building may be immediately inhabited.
- All three buildings are in need of cleaning and fresh paint.
- IT needs to be determined after use is identified.
- Outdoor area needs complete cleanup as the area was vacated with many of the landscape nursery materials and support structures left behind.

The Parks and Recreation Department has recently visited the site to further evaluate the space. The department has concluded that the site can successfully become the future home of the Miami Beach Teen Club (North Beach) to add to the success of the Teen Club located at the 21st Street Recreation Center. Currently, the North Beach Teen Club has been programmed out of Fairway Park which has proven challenging due to its infrastructure and neighborhood park characteristics such as (1) Pavilion vs. Closed Building and (2) Programmed Site vs. Neighborhood Park.

The Office of Community Services can augment Recreation's programming by relocating its Family Group Conferencing services once the Educational Building is furnished. In addition, there are Miami Beach Service Partnerships member agencies that can provide much-needed direct services to area residents (including rent and utility assistance, family and marriage counseling, credit and fir-time homebuyer counseling, and more). These services can be provided in cooperation with and without interference to proposed Teen Club programming. Funding for these programs is provided by existing grant resources from The Children's Trust and through collaborative Memorandum of Understanding with Service Partnership agencies seeking to locate direct services within our City. Furthermore, the Office of Community Services has several programs actively serving families in North Beach that can eventually provide programming in the space including Morning All Stars (serving middle school students) and the Parent-Child Home Program (serving new parents and infants) among others.

Maria Ruiz stated that 175 teens per year come from North to South based on the success of the programs.

MACtown, Inc. is a non-profit organization that primarily serves developmentally disabled adults with variety of services including Adult Day Programs, Supported Employment and group homes. In its correspondence submitted to the City's Tourism, Culture and Economic Development Department dated September 30, 2013, MACtown Inc. proposed transporting 20 to 25 developmentally disabled clients currently served at its Miami location to the Log Cabin for day training program services. In exchange the agency would be willing "to serve at least five (5) disabled Miami Beach residents pro bono." Furthermore, in its proposal, MACtown, "would utilize the plant nursery operations" as a training environment to subsequently place clients in jobs in the "wholesale plant/nursery industry or retail business (Home Depot, Lowes, etc.)."

For purposes of clarification, the State of Florida defines developmental disability as "a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely." As alluded to by MACtown in its September 20th correspondence, "there are currently over 20,000 Floridians on a waiting list for services." Staff was unable to find any evidence that the State has any intention to tackle this wait list. This is a critical fact as MACtown, like the site's prior provider, Sunrise Community, Inc., relies on the funding from Medicaid to offset operational expenses as noted in its proposal for assuming the Log Cabin property. Sunrise Community, Inc. was serving only two Miami Beach residents prior to its closure.

According to Agency for Persons with Disabilities, there are currently 45 Miami Beach residents receiving a Medicaid Waiver from the State. There are an additional 57 Miami Beach residents on the waitlist. The Medicaid Waiver program allows recipients to 'waive' institutionalization and instead choose to direct services to assist them to live in the community. It is important to note that though there are 45 residents with a waiver, only two had opted to seek services at the Log Cabin up until recently.

While there are many potential uses for the Log Cabin site, the proposed joint usage by the Parks and Recreation Department and Office of Community Services allows for the immediate programming of the site serving the area's residents with much needed recreation and human services support with existing resources.

Other considerations

- Expand Teen Club program offering to mirror program at 21st Street

- Consider locating skate park and basketball court on the vacant property to the north which would eliminate need to relocate log cabin as well as create more usable space for all functions.
- The City of Surfside is interested in a partnership with the City of Miami Beach to locate skate park on the vacant property located at the corner of 87th Terrace and Collins Avenue. Drawback of this site include the overall size of the property and more importantly having teenagers and likely attract teens to our center whom otherwise would not be involved in a structured teen club.
- In the future the Office of Community Services envisions expanding the site to offer a variety of additional programming including:
    - A working restaurant providing employment and hospitality training for parent and teenagers served through its programs).
    - Book clubs for young adults and new parents.
    - A food cooperative to better to serve the food insecure residents of the area.
    - Suspension Diversion Program to offer a safe, educational environment for youth suspended from school who would otherwise be home or on the streets).
    - Expanded training program to build capacities among our non-profits community-based providers.
    - Intake and screening services so that North Beach residents do not have to go to City Hall to obtain rent and utility assistance or referrals for services.

Commissioner Tobin: inquired if the multiple programs co-exist with one another.

Maria Ruiz: stated that they do co-exist.

Daniel Dieth, Mayor for the City of Surfside, stated that the City of Surfside has been looking at creating a skate park. The City of Surfside has been looking at creating a joint venture or partnership with a neighboring city because Surfside does not have the space to accommodate a skate park.

City Manager Jimmy Morales stated that the area the Log Cabin is located in a commercial area.

Commissioner Exposito inquired about the square footage Surfside would need.

Mayor Daniel Dieth spoke.

Commissioner Tobin made the comment that the Log Cabin may become the site for a new skate park.
Jonathan Groff resident spoke.

Violet Gonzalez from MACtown spoke.

Commissioner Tobin asked the representatives from MACtown what exactly is this "waiting list" they keep referring to.

Violet Gonzalez from MACtown explained.

Commissioner Tobin asked the MACtown representatives how many Miami Beach residents have disabilities.

Violet Gonzalez from MACtown explained there are 57 residents from Miami Beach with disabilities.

Precious Broffel Director from MACtown spoke.

The administration recommended that we work with MACtown to evaluate programs but not use the Log Cabin for this purpose as it is not appropriate place for their services. There are better facilities and opportunities for MACtown. Administration stated again that Log Cabin is not the right facility.

Deborah Ruggioro spoke.

Carol Housen spoke.

Commissioner Libbin has been pushing for a skate park for six years, but Nancy Liebman stopped all efforts because the Flamingo Park renovations took priority. A budget was passed for $400,000 two (2) years ago, and it was approved to be spent on a skate park. A location has also been found. The commitment was made, the money is available and now it needs to get done.

Commissioner Exposito: agreed that both locations for a skate park should be explored. Also an additional option is to look into the Tony Hawk Foundation for additional funding.

MOTION: By Commissioner Exposito to propose to parks and recreations and work with the City of Surfside to explore options. Also, have City staff meet with MACtown about potential programs appropriate to the City. Have all these items brought back to Commission in December.

- Explore both options for the skate park.
- Pursue grant funding through the Tony Hawk Foundation.
- Pursue Log Cabin site for recreational programs and community service (with Tobin's amendment).
- Determine appropriate program for the developmentally disabled.

Commissioner Tobin: amended the motion to have administration make a commitment to look at staff and program objectives.

Second by Commissioner Libbin.

6. Discussion regarding potential options for Collins Canal Project/ discussion regarding interim landscaping option for the Dade Boulevard shared-use path project. 5:40pm

Eric Carpenter, Public Works Director, presented the item.

At the City Commission meeting on October 16th, 2013, the Commission directed the Administration to work with the Greenspace Tree Advisory Group (GTAG) to develop options that would provide short-term landscaping along the approximately 650 feet long constrained portion of the Dade Boulevard shared-use bike path project (between Alton Road and Meridian Avenue).

As part of the construction, most of the landscape adjacent to the canal was removed to ensure that pedestrians and bicycles could use the shared-use path in accordance with the design standards. The vegetation along a section of approximately 65- feet between Alton Road and Meridian Avenue was the most impacted due to right-of-way constraints. As a means to mitigate the impact to the landscaping, and based on input received from the Greenspace-Tree Advocacy Group (GTAG), the City conducted a traffic study to evaluate the potential elimination of the left turn bay from eastbound Dade Boulevard into the Publix Supermarket driveway. The traffic study was completed by Atkins in October 2012 and concluded that the potential elimination of left turn movements at the driveway would have minimal effect on the traffic operations at the intersections within the study area; however the accessibility limitations would affect some Publix patrons. In addition, the elimination of the left turn movements in and out of the Publix driveway may affect the safety of the Dade Boulevard corridor by potentially increasing illegal U-turns.

Following the completion of the traffic impact study for the elimination of the left turn bay into Publix Supermarket, the City developed a preliminary concept for a roundabout at the intersection of Dade Boulevard and Michigan Avenue. A roundabout may improve the safety and operation of the intersection, allowing for all turning movements and improving accessibility into Publix Supermarket, particularly if the left turn bay into the Publix driveway is eliminated. Atkins North America Inc. was retained to complete a feasibility study for the roundabout at Michigan Avenue and Dade Boulevard. The study was completed in April 2013 and determined that the roundabout would be geometrically feasible and would improve the operational Level of Service (LOS) at the intersection.

Eric Carpenter informed the committee that this project has had a long history with achieving the desired results. Miami-Dade County informed the City of Miami Beach that if Publix did not support the project, the County will not force it upon them. Public Works has been able to come up with 90% of the drawings.

Commissioner Tobin wanted to know how many cars actually make a left at the intersection.

Kathie Brooks: Informed the Committee that a detailed study has been presented to Publix. They have been interested in the roundabout concept.

Commissioner Exposito: explained that Publix has a preset mindset about the project. An option to consider would be moving it a few feet over to the golf course side. The options that have been discussed in previous meetings should be considered including the proposal from GTAG.

Sheryl Gold representative from GTAG spoke.

Commissioner Tobin spoke about moving forward and the lessons that have been learned from the mistakes. He stated that he looks forward to see what new management has to offer in regards to solving this problem.

DIRECTION: By Commissioner Tobin to bring it back to committee meeting once the 11/6/13 meetings takes place.

Administration would like to present this concern again to the County.

7. Discussion regarding alternative location for Dog Park in South Pointe Park. 5:58pm

Ronald Starkman, member of SOFNA, presented the item.

Commissioner Exposito: Questioned if it had been decided to move from hedges to move to grass in order to preserve the art work.

Larry Wyman SOFI K-9 representative spoke.

Commissioner Libbin explained his position, he expressed that a no-leash area needs to be enclosed.

Sophia Siecekowski spoke.

Jean Kuhcle spoke.

Megan Riley AIPP representative spoke.

Larry Wyman spoke.

Ronald Starkman SOFNA representative spoke.

Brian Harris SOFI K-9 representative spoke.

Jonathan Groff member of Parks and Recreations Committee spoke.

Larry Wyman spoke.

Rachel Harris spoke.

Commissioner Tobin: asked the City Manager his opinion.

City Manager Jimmy Morales said that administration will take a hard look at it and see what the different options are in order to come to a solution. Administration will come back to committee with solutions. However, he asked if Commissioners wants to continue the pilot off-leash program.

Commissioner Tobin: asked the rest of the Commissioners present in the room.

Jose Smith- explained that the pilot program expires December 31st 2013.

MOTION: By Commissioner Exposito to bring it back to Commission in December for extension on the pilot program.

Second by Commissioner Tobin.

MOTION: By Commissioner Tobin to adjourn the meetings.

Second by Commission Exposition 6:38pm.

MIAMIBEACH

NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE
October 28, 2013

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

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MIAMIBEACH

NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE
October 28, 2013

SIGN-IN SHEET

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MIAMIBEACH

NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE

October 28, 2013

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

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Brian Harris	resident	917-225-2846	brian@bdharris.com
Rachel Harris	"	"	"

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Condensed Title:

A Resolution authorizing the City Manager or his designee to apply for and accept six (6) grants and to participate in one (1) grant program.

Key Intended Outcome Supported:

1) Reduce the number of homeless; 2) Reduce the number of homeless; 3) Reduce the number of homeless; 4) Maximize efficient delivery of services; 5) Enhance mobility throughout the City; 6) Attract and maintain a workforce of excellence; and 7) Enhance mobility throughout the City.

Supporting Data: 1) 2) and 3) The City's efforts to address homelessness" was a key driver for resident respondents in how they view the City as a place to live, view city government on meeting expectations and if they would recommend the City as a place to live; "A lot of homeless" was rated amongst the top five things that have a negative impact on the quality of life on Miami Beach. Based on the Census Count (January, 2012), the number of homeless in Miami Beach has decreased from 239 in FY 2004/05 to 106 in FY 2012/13; 4) The Fire Department has experienced more than a 9% increase in the number of pre-hospital care calls for service from 14,796 in 2000 to 16,247 in 2011; 5) 11% of residents use "Walking/Bicycling" as their primary mode of transportation citywide and 26% in South Beach and Belle Isle; 6) N/A; and, 7) "Ratings for traffic flow" was one of the three key drivers that impact how businesses and residents rate the quality of life in Miami Beach.

Item Summary/Recommendation:

The Administration requests retroactive approval to authorize the City Manager or his designee to submit grant applications to: 1) US Department of Homeland Security, Federal Emergency Management Agency for Emergency Food and Shelter Program funds in the amount of $50,000; 2) Miami-Dade County Homeless Trust for Fiscal Year (FY) 2013/14 Primary Care Housing and Services Funds in the amount of $62,673; 3) Miami-Dade County Homeless Trust funds in the amount of $25,000 for Identification Assistance Services; 4) US Department of Homeland Security, Federal Emergency Management Agency for the FY 2013/14 Assistance to Firefighters Grant Program in the approximate amount of $32,000; 5) Florida Department of Transportation for the High Visibility Enforcement Program in the approximate amount of $180,000; 6) National Arts Program Foundation® in the amount of $2,750 for the Employee Art Show; and, 7) Approving the City's participation in the South Florida Climate Change and Extreme Weather Vulnerability Assessment and Adaptation Pilot Project Program/Adaptation Options for Transportation Infrastructure; appropriating the above grants, matching funds, and city expenses, if approved and accepted by the City and authorizing the execution of all necessary documents related to these applications, including, without limitation, audits, and authorizing the City Manager or his designee to take all necessary actions related to these grants.

Financial Information:

Source of Funds	#	Grant Name/Project	Approx. Grant Amount	Approximate Match Amount/Source
	1	Emergency Food and Shelter Program/Emergency Assistance	$50,000	N/A
	2	Miami-Dade County Homeless Trust/Primary Care Housing	$62,673	N/A
	3	MDC Homeless Trust/ Identification Assistance	$25,000	N/A
	4	Assistance to Firefighters Grant/ Automated External Defibrillators	$32,000	$8,000/Fire Department FY 2013/14 operating budget
	5	Florida Department of Transportation/ High Visibility Enforcement Program	$180,000	N/A
	6	The National Arts Program Foundation/Employee Arts Show	$2,750	N/A
	7	Climate Change & Extreme Weather Vulnerability Pilot/Transportation	$ N/A	N/A

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

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

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM C7A

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE RETROACTIVELY TO APPROVE THE FOLLOWING: 1) SUBMITTAL OF AN APPLICATION TO THE US DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) FOR PHASE 31 FUNDING IN THE APPROXIMATE AMOUNT OF $50,000 FOR EMERGENCY ASSISTANCE; 2) SUBMITTAL OF AN APPLICATION TO THE MIAMI-DADE COUNTY HOMELESS TRUST FOR FISCAL YEAR 2013/14 PRIMARY CARE HOUSING AND SERVICES FUNDS IN THE AMOUNT OF $62,673 FOR THE CITY'S HOMELESS OUTREACH PROGRAM; 3) SUBMITTAL OF AN APPLICATION TO MIAMI-DADE COUNTY HOMELESS TRUST FOR FISCAL YEAR 2013/14 FUNDING IN THE APPROXIMATE AMOUNT OF $25,000 FOR IDENTIFICATION ASSISTANCE SERVICES FOR HOMELESS INDIVIDUALS AND FAMILIES AS PART OF THE CITY'S HOMELESS OUTREACH PROGRAM; 4) SUBMITTAL OF AN APPLICATION TO THE US DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FOR THE FISCAL YEAR 2013/14 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, FOR FUNDING IN THE APPROXIMATE AMOUNT OF $32,000 FOR EQUIPMENT FOR FIRE DEPARTMENT OPERATIONS; 5) SUBMITTAL OF AN APPLICATION TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE FISCAL YEAR 2013/14 HIGH VISIBILITY ENFORCEMENT (HVE) PROGRAM FOR FUNDING IN THE APPROXIMATE AMOUNT OF $180,000 FOR POLICE DEPARTMENT PEDESTRIAN AND BICYCLE SAFETY INITIATIVE; 6) SUBMITTAL OF A REQUEST IN THE AMOUNT OF $2,750 TO THE NATIONAL ARTS PROGRAM FOUNDATION® FOR THE CITY OF MIAMI BEACH EMPLOYEE ART SHOW; AND, 7) APPROVING THE CITY'S PARTICIPATION IN THE SOUTH FLORIDA CLIMATE CHANGE AND EXTREME WEATHER VULNERABILITY ASSESSMENT AND ADAPTATION PILOT PROJECT PROGRAM FOR ADAPTATION OPTIONS FOR TRANSPORTATION INFRASTRUCTURE; APPROPRIATING THE ABOVE GRANTS, MATCHING FUNDS, AND CITY EXPENSES, IF APPROVED AND ACCEPTED BY THE CITY AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THE AFORESTATED APPLICATIONS, INCLUDING, WITHOUT LIMITATION, AUDITS, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL NECESSARY ACTIONS RELATED TO THESE GRANTS**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

1. Approval to submit a grant application to the US Department of Homeland Security, Federal Emergency Management Agency for Emergency Food and Shelter Program in the approximate amount of $50,000 for Phase 31 Emergency Assistance Funding

The funds from the Emergency Food and Shelter Program (EFSP) are awarded from the Federal Emergency Management Agency (FEMA). The program is governed by a National Board and FEMA chairs the National Board and provides policy guidance, oversight, federal coordination and staff assistance to the National Board regarding this program. Local boards are convened in the qualifying jurisdictions to determine the highest need and best use of funds and to select Local Recipient Organizations to receive funding and provide emergency food and shelter services. Each year needs are assessed in an effort to adapt to particular community needs.

The EFSP was created to supplement the work of local social service agencies, both non-profit and governmental, in assisting people in need of emergency assistance. The funding is used to target special emergency needs. These needs are primarily economic in nature, as opposed to disaster related. The program's funding priority is to provide rent/mortgage assistance and food to those in need. The City has previously received EFSP funding, and the grant will provide funds for the following assistance: 1) provision of rent/mortgage assistance to individuals and families at-risk of homelessness; 2) provision of food vouchers; and 3) utility assistance. This request is for Phase 31 funding for calendar year 2014. Matching funds are not required for this grant. This project supports the key intended outcome reduce the number of homeless.

2. Approval to submit a grant application to Miami-Dade County Homeless Trust for Fiscal Year (FY) 2013/14 Primary Care Housing and Services funds in the approximate amount of $62,673 for the City's Homeless Outreach Program.

The Miami-Dade County Homeless Trust was created by the Miami-Dade Board of County Commissioners to, among other things, oversee the use of the Food and Beverage Tax and other funds and in this regard to establish and implement policies based on the Miami-Dade County Community Homeless Plan (The Plan). The Plan is a comprehensive continuum of care system to serve homeless persons in Miami–Dade County.

Funds are available for short term hotel placement for homeless families and individuals who cannot be placed in emergency shelter due to capacity issues. This program also provides funding for food vouchers for families while residing in placements, if food arrangements or other resources are unavailable. The grant will provide funding in the amount of $62,673 and matching funds are not required. This project supports the key intended outcome reduce the number of homeless.

3. Approval to submit a grant application to Miami-Dade County Homeless Trust for Fiscal Year (FY) 2013/14 funding in the approximate amount of $25,000 for Identification Assistance through the City's Homeless Outreach Program.

The Miami-Dade County Homeless Trust was created by the Miami-Dade Board of County Commissioners to, among other things, oversee the use of the Food and Beverage Tax and other funds and to establish and implement policies based on the Miami-Dade County Community Homeless Plan. The Plan is a comprehensive continuum of care system to serve homeless persons in Miami-Dade County.

The Homeless Trust also has Identification Assistance funding available to provide assistance in obtaining identification and other personal documents on behalf of homeless individuals and families in Miami-Dade County. The funds will be used to cover the cost of administering this program, and related costs or fees associated with obtaining or replacing documents utilized to establish identification, such as Florida identification cards, birth certificates, marriage certificates, school records, lawful permanent resident cards, naturalization certificates and Florida driver's licenses. Vital personal identification documents and official photo identification are necessary for obtaining employment and housing.

Providing this service will help homeless individuals to become self-sufficient, and the Identification Assistance service is part of the City's current Homeless Outreach Program and the grant will provide funding in the amount of $25,000. The grant does not require matching funds and supports the key intended outcome reduce the number of homeless.

4. Approval to submit an application to the U.S. Department of Homeland Security, Federal Emergency Management, for the FY 2013/14 Assistance to Firefighters grant program funds in the approximate amount of $32,000 for fire-related needs

The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. Since 2001, the Assistance to Firefighters grant program has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training and other resources needed to protect the public and emergency personnel from fire and related hazards.

The Assistance to Firefighters grant program funding priorities for Fire Departments are fire operations/firefighter safety; and firefighting vehicle acquisition. The program does not provide funding for salaries. The grant will provide funding for Automated External Defibrillators (AEDs) which will enhance Fire Department operations. The AEDs will be placed citywide. The total cost of the project is approximately $40,000 and the grant will cover approximately $32,000. The City is required to provide a non-federal match of 20 percent of the total project cost and the source of matching funds in the approximate amount of $8,000 is the Fire Department's FY 2013/14 operating budget. This project supports the key intended outcome maximize efficient delivery of services.

5. Approval to submit an application to the Florida Department of Transportation High Visibility Enforcement for Pedestrian and Bicycle Safety Program in the approximate amount of $180,000 for Police Department Pedestrian and Bicycle Safety Initiative

Florida Department of Transportation has funding available to law enforcement agencies that initiate high visibility enforcement campaigns to keep pedestrians and bicyclists safe on Florida's roadways. This new funding is available through Florida's Bicycle/Pedestrian Focused Initiative.

In 2011, traffic crashes in Florida resulted in 497 pedestrian fatalities, 6,194 pedestrian injuries, 120 bicyclist fatalities, and 4,632 bicyclist injuries. Based on the National Highway Traffic Safety Administration (NHTSA) Traffic Safety Facts, these rates nearly double the national average for pedestrians and nearly triple the national average for bicyclists.

Pedestrian and Bicycle crashes are more likely to result in fatal or serious injuries than any other types of crashes. The number of hospitalizations and emergency room visits related to these crashes indicate that the magnitude of the problem may even be larger than identified by traffic crash reports. The financial impacts and suffering caused by these fatalities and injuries are significant. As a result, FDOT is looking to partner with law enforcement agencies to conduct HVE campaigns in high impact areas in conjunction with other education efforts. FDOT's HVE program will allow the City's Police Department to initiate a high visibility enforcement (HVE) program to keep pedestrians and bicyclists safe on Miami Beach roadways. The grant does not require matching funds, and this project supports the key intended outcome increase visibility of police.

6. Submittal of a Request in the amount of $2,750 to the National Arts Program Foundation® for the City of Miami Beach Employee Art Show

The National Arts Program® was established in 1982 to identify, showcase, and reward the visual artistic talent in America. The organization sponsors 82 venues in 38 states, including the City of Miami Beach. Non-Matching Scholarships are available for venues to help with various ancillary exhibition costs, including but not limited to; installations, exhibition space, judges' honorarium and publicity/promotion. The funds are provided to help maintain the quality of the art show including any costs which will encourage continued and added participation. The program provides scholarships for continuing art education, certificates of participation, and cash awards to public employees and their family members who participate in this annual event. The National Arts Program® is sponsored and funded by The National Arts Program Foundation of Malvern, Pennsylvania, in support and cooperation with local city arts agencies and organizations.

This year, the City received 83 artwork entries created by City of Miami Beach employees and their families. The juried exhibit is judged by professional artists and arts professionals. The program provides City employees and family members with a rare opportunity to exhibit their original works publicly and to compete for cash and continuing art education scholarships. Matching funds are not required and this program supports the key intended outcome attract and maintain a workforce of excellence.

7. Approval of the City's participation in the South Florida Climate Change and Extreme Weather Vulnerability Assessment and Adaptation Pilot Project Program for Adaptation Options for Transportation Infrastructure

The Federal Highway Administration (FHWA) recently awarded a grant to Broward MPO, in coordination with the Miami-Dade MPO and the Palm Beach MPO, to conduct the South Florida Climate Change and Extreme Weather Vulnerability Assessment and Adaptation Pilot Project. The Study Area for this effort focuses on the four Counties of the Southeast Florida Regional Climate Change Compact (Broward, Miami-Dade, Monroe, and Palm Beach Counties). The Broward MPO is administering the Pilot Project grant. Among the partner agencies are the three MPOs, the South Florida Regional Transportation Authority, the South Florida Regional Planning Council and the Southeast Florida Regional Climate Change Compact.

Funding has been awarded to pilot a framework to assess climate change and extreme weather vulnerability and adaption options for transportation infrastructure. The pilot project will help improve our understanding on how to better manage our assets in current and future climate conditions and will include climate change and extreme weather vulnerability assessment. However, the Pilot Program is mainly focused on developing a consistent methodology and screening tool for incorporating climate change impacts into transportation decision making. The City of Miami Beach and all cities in the region will benefit from this program and are being incorporated in this pilot program since our transportation system is shared. Basic goals of the program include but are not limited to:

- Build tools to integrate climate change adaptation goals into the transportation decision-making process.
- Provide a model of climate change adaptation for other public transportation providers
- Advancing transportation adaptation activities

The Pilot will be completed by September 30, 2014. The grant requires a 100% non-federal match of $300,000 for the four counties and the FHWA has allowed in-kind match. The City of Miami Beach and the other municipalities in the three counties will each provide a portion of the in-kind match for this project. No financial obligation will be required of the City. This project supports the key intended outcome enhance mobility throughout the City. The above requests are being submitted retroactively at the December 11, 2013 City Commission meeting because a regular Commission meeting was not held during the month of November 2013.

CONCLUSION

The Administration requests retroactive approval and authorization for the City Manager or his designee to take the following actions: 1) Submittal of a grant application to Emergency Food and Shelter Program (EFSP) Phase 31 for funding in the approximate amount of $50,000 for Emergency Assistance; 2) Submittal of a grant application to Miami-Dade County Homeless Trust for FY 2013/14 Primary Care Housing and Services funds in the approximate amount of $62,673 for the City's Homeless Outreach Program; 3) Submittal of a grant application to Miami-Dade County Homeless Trust for funding in the approximate amount of $25,000 for FY 2013/14 Identification Assistance Services for Homeless Individuals and Families as part of the City's Homeless Outreach Program; 4) Submittal of an application to the US Department of Homeland Security, Federal Emergency

Management Agency (FEMA) for the FY 2013/14 Assistance to Firefighters Grant Program in the approximate amount of $32,000 for equipment for Fire Department operations; 5) Submittal of an application to Florida Department of Transportation (FDOT) for the High Visibility Enforcement (HVE) funding program for Pedestrian and Bicycle Safety; 6) Submittal of a Request in the amount of $2,750 to the National Arts Program Foundation for the City of Miami Beach Employee Art Show; and, 7) Approving the City's participation in the South Florida Climate Change and Extreme Weather Vulnerability Assessment and Adaptation Pilot Project Program; appropriating the above grants, matching funds, and city expenses, if approved and accepted by the City and authorizing the execution of all necessary documents related to the aforestated applications, including, without limitation, audits, and authorizing the City Manager or his designee to take all necessary actions related to these grants.

JLM/JW/JH
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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO TAKE THE FOLLOWING ACTIONS: 1) SUBMITTAL OF AN APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) FOR PHASE 31 FUNDING IN THE APPROXIMATE AMOUNT OF $50,000 FOR EMERGENCY ASSISTANCE; 2) SUBMITTAL OF AN APPLICATION TO THE MIAMI-DADE COUNTY HOMELESS TRUST FOR FISCAL YEAR (FY) 2013/14 PRIMARY CARE HOUSING AND SERVICES FUNDS IN THE AMOUNT OF $62,673 FOR THE CITY'S HOMELESS OUTREACH PROGRAM; 3) SUBMITTAL OF AN APPLICATION TO MIAMI-DADE COUNTY HOMELESS TRUST FOR FISCAL YEAR (FY) 2013/14 FUNDING IN THE APPROXIMATE AMOUNT OF $25,000 FOR IDENTIFICATION ASSISTANCE SERVICES FOR HOMELESS INDIVIDUALS AND FAMILIES AS PART OF THE CITY'S HOMELESS OUTREACH PROGRAM; 4) SUBMITTAL OF AN APPLICATION TO THE US DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FOR THE FY 2013/14 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, FOR FUNDING IN THE APPROXIMATE AMOUNT OF $32,000 FOR EQUIPMENT FOR FIRE DEPARTMENT OPERATIONS; 5) SUBMITTAL OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE FISCAL YEAR 2013/14 HIGH VISIBILITY ENFORCEMENT (HVE) PROGRAM FOR FUNDING IN THE APPROXIMATE AMOUNT OF $180,000 FOR THE POLICE DEPARTMENT PEDESTRIAN AND BICYCLE SAFETY INITIATIVE; 6) SUBMITTAL OF A REQUEST IN THE AMOUNT OF $2,750 TO THE NATIONAL ARTS PROGRAM FOUNDATION® FOR THE CITY OF MIAMI BEACH EMPLOYEE ART SHOW; AND, 7) APPROVE THE CITY'S PARTICIPATION IN THE SOUTH FLORIDA CLIMATE CHANGE AND EXTREME WEATHER VULNERABILITY ASSESSMENT AND ADAPTATION PILOT PROJECT PROGRAM FOR ADAPTATION OPTIONS FOR TRANSPORTATION INFRASTRUCTURE; APPROPRIATING THE ABOVE GRANTS, MATCHING FUNDS, AND CITY EXPENSES, IF APPROVED AND ACCEPTED BY THE CITY, AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THE AFORESTATED APPLICATIONS, INCLUDING, WITHOUT LIMITATION, AUDITS, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE ALL NECESSARY ACTIONS RELATED TO THESE GRANTS.

WHEREAS, funds from the Emergency Food and Shelter Program (EFSP) are awarded by the Federal Emergency Management Agency (FEMA) and the program is governed by a National Board chaired by FEMA to provide policy guidance, oversight, federal coordination, and staff assistance to the National Board regarding this program, and each year an assessment is made in an effort to adapt to particular community needs; and

WHEREAS, the EFSP was created to supplement the work of local social service agencies, both non-profit and governmental, to help people in need of emergency assistance and the funding is used to target special emergency needs which are primarily economic in nature, as opposed to disaster related; and

WHEREAS, the program's funding priority is to provide rent/mortgage assistance and food to those in need, and the grant will provide funds for the following assistance: 1) provision of rent/mortgage assistance to individuals and families at-risk of homelessness; 2) provision of food vouchers; and 3) utility assistance; and

WHEREAS, this request is for Phase 31 funding for calendar year 2014; and

WHEREAS, matching funds are not required for this grant; and

WHEREAS, this project supports the City's key intended outcome to reduce the number of homeless; and

WHEREAS, retroactive approval is requested to submit a grant application to the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) for the Emergency Food and Shelter Program in the approximate amount of $50,000 for Phase 31 Emergency Assistance Funding; and

WHEREAS, the Miami-Dade County Homeless Trust was created by the Miami-Dade County Board of County Commissioners to, among other things, oversee the use of the Food and Beverage Tax and other funds, and in this regard to establish and implement policies based on the Miami-Dade County Community Homeless Plan (The Plan); and

WHEREAS, The Plan is a comprehensive continuum of care system to serve homeless persons in Miami–Dade County and funds are available for short term hotel placement for homeless families and individuals who cannot be placed in emergency shelter due to capacity issues; and

WHEREAS, this program also provides funding for food vouchers for families while residing in placements, if food arrangements or other resources are unavailable; and

WHEREAS, the grant will provide funding in the amount of $62,673 and matching funds are not required; and

WHEREAS, this project supports the City's key intended outcome to reduce the number of homeless; and

WHEREAS, retroactive approval is requested to submit a grant application to the Miami-Dade County Homeless Trust for Fiscal Year (FY) 2013/14 Primary Care Housing and Services funds in the approximate amount of $62,673 for the City's Homeless Outreach Program; and

WHEREAS, The Homeless Trust also has Identification Assistance funding available to provide assistance in obtaining identification and other personal documents on behalf of homeless individuals and families in Miami-Dade County and the funds can be used to cover the cost of administering this program, and related costs or fees associated with obtaining or replacing documents utilized to establish identification, such as Florida identification cards, birth certificates, marriage certificates, school records, lawful permanent resident cards, naturalization certificates, and Florida driver's licenses; and

WHEREAS, vital personal identification documents and official photo identification are necessary for obtaining employment and housing and providing this service will help homeless individuals to become self-sufficient; and

WHEREAS, the Identification Assistance service is part of the City's current Homeless Outreach Program, the grant will provide funding in the amount of $25,000, and the grant does not require matching funds and supports the key intended outcome to reduce the number of homeless; and

WHEREAS, retroactive approval is requested to submit a grant application to Miami-Dade County Homeless Trust for Fiscal Year (FY) 2013/14 funding in the approximate amount of $25,000 for Identification Assistance through the City's Homeless Outreach Program; and

WHEREAS, the primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations, and since 2001, the Assistance to Firefighters grant program has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards; and

WHEREAS, the AFG funding priorities for Fire Departments are: 1) Fire Operations and Firefighter Safety (includes firefighter training, firefighting equipment acquisitions, firefighter personal protective equipment, firefighter wellness and fitness, and modifications to fire stations and facilities); and 2) Firefighting vehicle acquisition. This program does not provide funding for salaries; and

WHEREAS, the grant will provide funding for Automated External Defibrillators (AEDs) which will enhance Fire Department operations; and

WHEREAS, AEDs cost approximately $40,000 and the grant will cover approximately $32,000, the City is required to provide a non-federal match of 20 percent of the total project cost, and the source of matching funds in the approximate amount of $8,000 is the Fire Department's FY 2013/14 operating budget; and

WHEREAS, the AFG project supports the City's key intended outcome to maximize efficient delivery of services; and

WHEREAS, retroactive approval is requested to submit an application to the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA), for the FY 2013/14 Assistance to Firefighters Grant program funds in the approximate amount of $32,000 for the City's fire-related needs; and

WHEREAS, the Florida Department of Transportation (FDOT) has funding available for law enforcement agencies who initiate high visibility enforcement (HVE) campaigns to keep pedestrians and bicyclists safe on Florida's roadways and this new funding is available through Florida's Bicycle/Pedestrian Focused Initiative; and

WHEREAS, in 2011, traffic crashes in Florida resulted in 497 pedestrian fatalities, 6,194 pedestrian injuries, 120 bicyclist fatalities, and 4,632 bicyclist injuries and based on the National Highway Traffic Safety Administration (NHTSA) Traffic Safety Facts, these rates nearly double the national average for pedestrians and nearly triple the national average for bicyclists; and

WHEREAS, pedestrian and bicycle crashes are more likely to result in fatal or serious injuries than any other types of crashes and the number of hospitalizations and emergency room visits related to these crashes indicate that the magnitude of the problem may even be larger than identified by traffic crash reports, the financial impacts and suffering caused by these fatalities and injuries are significant; and

WHEREAS, as a result, FDOT is looking to partner with law enforcement agencies to conduct HVE campaigns in high impact areas in conjunction with other education efforts and FDOT's HVE program will allow the City's Police Department to initiate a high visibility enforcement (HVE) program to keep pedestrians and bicyclists safe on Miami Beach roadways; and

WHEREAS, the grant does not require matching funds, and this project supports the City's key intended outcome to increase visibility of police; and

WHEREAS, retroactive approval is requested to submit an application to the Florida Department of Transportation High Visibility Enforcement for Pedestrian and Bicycle Safety Program in the approximate amount of $180,000 for Police Department Pedestrian and Bicycle Safety Initiative; and

WHEREAS, the National Arts Program® was established in 1982 to identify, showcase, and reward the visual artistic talent in America and the organization sponsors 82 venues in 38 states, including the City of Miami Beach; and

WHEREAS, non-Matching Scholarships are available for venues to help with various ancillary exhibition costs including, but not limited to, installations, exhibition space, judges' honorarium and publicity/promotion; and

WHEREAS, funds are provided to help maintain the quality of the art show including any costs which will encourage continued and added participation and the program provides scholarships for continuing art education, certificates of participation, and cash awards to public employees and their family members who participate in this annual event; and

WHEREAS, the National Arts Program® is sponsored and funded by The National Arts Program Foundation of Malvern, Pennsylvania, in support and cooperation with local city arts agencies and organizations; and

WHEREAS, this year, the City received 83 artwork entries created by City of Miami Beach employees and their families and the juried exhibit is judged by professional artists and arts professionals; and

WHEREAS, the program provides City employees and family members with a rare opportunity to exhibit their original works publicly and to compete for cash and continuing art education scholarships and matching funds are not required and this program supports the City's key intended outcome to attract and maintain a workforce of excellence; and

WHEREAS, retroactive approval is requested for the submittal of a Request in the amount of $2,750 to the National Arts Program Foundation® for the City of Miami Beach Employee Art Show; and

WHEREAS, the Federal Highway Administration (FHWA) recently awarded a grant to Broward MPO, in coordination with the Miami-Dade MPO and the Palm Beach MPO, to conduct the South Florida Climate Change and Extreme Weather Vulnerability Assessment and Adaptation Pilot Project and the Study Area for this effort focuses on the four Counties of the Southeast Florida Regional Climate Change Compact (Broward, Miami-Dade, Monroe, and Palm Beach Counties); and

WHEREAS, the Broward MPO is administering the Pilot Project grant and among the partner agencies are the three MPOs, the South Florida Regional Transportation Authority, the South Florida Regional Planning Council and the Southeast Florida Regional Climate Change Compact; and

WHEREAS, funding has been awarded to pilot a framework to assess climate change and extreme weather vulnerability and adaption options for transportation infrastructure and the pilot project will help improve our understanding on how to better manage our assets in current and future climate conditions; it will include climate change and extreme weather vulnerability assessment, but is mainly focused on developing a consistent methodology and screening tool for incorporating climate change impacts into transportation decision making; and

WHEREAS, the City of Miami Beach and all cities in the region will benefit from this program and are being incorporated in this pilot program since our transportation system is shared. Basic goals of the program include but are not limited to: 1) Build tools to integrate climate change adaptation goals into the transportation decision-making process; 2) Provide a model of climate change adaptation for other public transportation providers; 3) Advancing transportation adaptation activities; and

WHEREAS, the Pilot Project will be completed by September 30, 2014 and the grant requires a 100% non-federal match of $300,000 for the four counties and the FHWA has allowed in-kind match, the City of Miami Beach and the other municipalities in the three counties will each provide a portion of the in-kind match for this project; and

WHEREAS, no financial obligation will be required of the City and this project supports the City's key intended outcome to enhance mobility throughout the City; and

WHEREAS, approval is requested for the City's participation in the South Florida Climate Change and Extreme Weather Vulnerability Assessment and Adaptation Pilot Project Program for Adaptation Options for Transportation Infrastructure; and

WHEREAS, the above requests are being submitted retroactively at the December 11, 2013 City Commission meeting because a regular Commission meeting was not held during the month of November 2013.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby retroactively approve and authorize the City Manager, or his designee, to take the following actions: 1) Submittal of a grant application to Emergency Food and Shelter Program (EFSP) Phase 31 for funding in the approximate amount of $50,000 for Emergency Assistance; 2) Submittal of a grant application to Miami-Dade County Homeless Trust for FY 2013/14 Primary Care Housing and Services funds in the approximate amount of $62,673 for the City's Homeless Outreach Program; 3) Submittal of a grant application to Miami-Dade County Homeless Trust for funding in the approximate amount of $25,000 for FY 2013/14 Identification

Assistance Services for Homeless Individuals and Families as part of the City's Homeless Outreach Program; 4) Submittal of an application to the US Department of Homeland Security, Federal Emergency Management Agency (FEMA) for the FY 2013/14 Assistance to Firefighters Grant Program in the approximate amount of $32,000 for equipment for Fire Department operations; 5) Submittal of an application to Florida Department of Transportation (FDOT) for the High Visibility Enforcement (HVE) funding program for Pedestrian and Bicycle Safety; 6) Submittal of a Request in the amount of $2,750 to the National Arts Program Foundation for the City of Miami Beach Employee Art Show; and, 7) Approving the City's participation in the South Florida Climate Change and Extreme Weather Vulnerability Assessment and Adaptation Pilot Project Program; appropriating the above grants, matching funds, and City expenses, if approved and accepted by the City, and authorizing the execution of all necessary documents related to the aforestated applications, including, without limitation, audits, and authorizing the City Manager, or his designee, to take all necessary actions related to these grants.

PASSED and ADOPTED this 11th day of December, 2013.

ATTEST:

PHILIP LEVINE, MAYOR

RAFAEL E. GRANADO, CITY CLERK

JLM/JW/JMH
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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12/4/13 Date

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Revised Recommendation Of The City Manager Pertaining To The Ranking Of Proposals, Pursuant To Request For Proposals (RFP) No. 064-2013, For Audit Services Of Capital Improvement Projects.

Key Intended Outcome Supported:

Improve the City's overall financial health and maintain overall bond rating.

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

Item Summary/Recommendation:

The Administration has proposed an audit that will focus on the City's processes for capital projects which should cover the review of the process the departments utilize to take a capital project from the beginning to final completion. In addition, the audit should include a review of capital improvement projects under the administration of the divisions within the Public Works Department. Internal controls over these processes should be reviewed for adequacy and effectiveness. The audit(s) will cover a three year period from October 1, 2009 through September 30, 2012. In order to seek proposals from qualified firms, on January 16, 2013, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 064-2013 for Audit Services of Capital Improvement Projects (RFP).

On April 4 2013, proposals were received from four firms. The Evaluation Committee (the "Committee") appointed by the City Manager convened on June 12, 2013, to consider proposals received pursuant to the evaluation criteria established in the RFP. The Committee discussed the proposers' qualifications, experience, and competence, and further scored and ranked the proposers accordingly. The Committee recommended that the Administration: enter into negotiations with Marcum, LLP; and should negotiations not be successful with this firm, authorizing negotiations with Resolution Management Consultants; and should negotiations not be successful with this firm, authorizing negotiations with, Crowe Horwath, LLP.

After carefully reviewing the RFP requirements and the results of the Committee evaluation process, the City Manager, in his due diligence, conducted additional review of each top-ranked firms and the RFP process. The manager finds that it is in the best interest of the City to reject all proposals received and to explore alternative courses of action for soliciting firms and proposals to perform these audits, including but not limited to: revising the specifications, conducting an industry review meeting of proposed specifications, combining audit service requirements into a multi-discipline solicitation, or utilizing previously awarded cooperative agreements executed by the State of Florida.

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager pursuant to request for proposals (RFP) No. 064-2013 for Audit Services of Capital Improvement Projects.

ADOPT THE RESOLUTION

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD ___ JS ___	KGB ___ JW ___	JLM ___

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MIAMIBEACH

AGENDA ITEM C7B
DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE REVISED RECOMMENDATION OF THE CITY MANAGER PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 064-2013, FOR AUDIT SERVICES OF CAPITAL IMPROVEMENT PROJECTS.**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED
Improve the City's overall financial health and maintain overall bond rating.

FUNDING
NA

BACKGROUND
The City has a Capital Improvement Plan which specifies financing and construction and/or acquisition for projects and priorities that require significant capital investment for a five-year period. This plan is updated annually and adopted by the City Commission. A capital project is defined as capital expenditures of $25,000 or more, resulting in the acquisition, improvement, or addition to fixed assets in the form of land, buildings, or improvements more or less permanent in character, and durable equipment with a life expectancy of at least five years.

The City handles a significant amount of capital improvement projects. The majority are administered under the City's Capital Improvement Projects (CIP) Office. However, other departments such as the Public Works Department (including the Property Management Division), the Parks and Recreation Department, and the Convention Center also administer capital improvement projects within the City.

The City established the CIP Office in 2001 to serve as a focal point for the planning and construction management activities associated with the extensive capital projects work being funded by the authorized General Obligation, Water and Sewer, and Storm Water Bonds funding at the time. The total value of the City's capital improvement program has grown from approximately $400 million to over $1.2 billion, including about 300 completed projects. The CIP Office is presently managing over 170 active projects through their project life cycle. Although the CIP Office has been supported in the past by Program Manager firms (H&S and URS), those services were gradually reduced and eventually phased out during Fiscal Year 2008/09. With active projects valued at approximately $700M, the CIP Office will face its biggest challenge, to advance the majority of these projects, including the recently acquired Capital Renewal and Replacement projects, to completion within the next five years.

CIP staff is comprised of departmental administration, project managers with different levels of experience and responsibility, financial managers, field inspectors, community information coordinators and administrative personnel. Other City Departments also provide management of some specialized projects. For example, the Public Works Department provides construction management for environmental projects and some utility projects, while the Parks and Recreation Department provides management of some landscaping projects.

The Administration has proposed engaging an outside firm to conduct an operational audit of the CIP Office with regard to the process from project inception to completion. In addition, it should include a review of capital improvement projects under the administration of the divisions within the Public Works Department. Internal controls over these processes should be reviewed for adequacy and effectiveness. The audit(s) are to cover a three year period from October 1, 2009 through September 30, 2012.

In order to seek proposals from qualified firms, on January 16, 2013, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 064-2013 for Audit Services of Capital Improvement Projects (RFP).

RFP PROCESS

The RFP was issued on February 22, 2013, with an opening date of April 4, 2013. A pre-proposal conference to provide information to the proposers submitting a response was held on March 6, 2013. The RFP resulted in proposals from the following four firms:

1. Crowe Horwath LLP
2. Marcum LLP
3. Resolution Management Consultants, Inc.
4. RW Block Consulting, Inc.

The Evaluation Committee (the "Committee") appointed by the City Manager convened on June 12, 2013, to consider proposals received pursuant to the evaluation criteria established in the RFP. The Committee discussed the proposers' qualifications, experience, and competence, and further scored and ranked the proposers accordingly. The Committee's preliminary rankings are as follows:

PRELIMINARY COMMITTEE RANKINGS	Peter Savineau	Reyna Tamayo	Christi Cvijanovic	Maria Cerna	Allison Williams	James Sutter	Low Aggregate Totals
Resolution Management Consultants, Inc.	88 (2)	87 (4)	101 (1)	90 (1)	78.9 (3)	91 (1)	12 (1)
Marcum LLP	96 (1)	93 (2)	87 (4)	90 (1)	83.5 (1)	81 (3)	12 (1)
Crowe Horwath LLP	83 (3)	89 (3)	90 (3)	86 (4)	79.5 (2)	83 (2)	17 (2)
R W Block Consulting, Inc.	69 (4)	97 (1)	95 (2)	89 (3)	74.7 (4)	79 (4)	18 (3)

After the all the scores were tallied, Resolution Management Consultants Inc., and Marcum LLP, tied with twelve (12) low aggregate totals. In order to break the tie, the Committee deliberated on the scores received and the qualifications of each firm. Following Committee deliberations, a motion was presented by the Committee Chair, James Sutter, and seconded

by Maria Cerna, that the committee recommend that the Administration enter into negotiations with Resolution Management Consultants Inc.; and should negotiations not be successful with the top-ranked proposer, authorizing negotiations with the second-ranked proposer, Marcum LLP; and should the Administration not be successful in negotiating an agreement with the second-ranked proposer, authorizing negotiations with the third-ranked proposer, Crowe Horwath LLP. The motion presented by Mr. Sutter failed.

Following the failure of the first motion, the Committee discussed that: the proposed price submitted by Resolution Management Consultants Inc., was subject to assumptions and limitations which could result in the final proposed price to increase substantially; that Resolution Management Consultants, is not registered to do business in the State of Florida, meaning they might not know the laws of the state; and that Resolution Management Consultants was proposing a subcontractor and the committee was not comfortable with this arrangement as there was no indication in their proposal that they are previously work together to provide similar services as both firms were located in different states.

A second motion was made by Committee member Peter Savineau, and seconded by Allison Williams, that the Administration: enter into negotiations with Marcum, LLP; and should negotiations not be successful with this firm, authorizing negotiations with Resolution Management Consultants; and should negotiations not be successful with this firm, authorizing negotiations with, Crowe Horwath, LLP. The motion presented by Mr. Savineau passed, with four (4) committee members in favor and two (2) against.

Following the successful motion presented by Mr. Savineau, Committee Member Christi Cvijanovic presented a third motion, which was seconded by Maria Cerna, that the Committee rescind the previous successful second motion and recommend that: that the Administration enter into negotiations with Resolution Management Consultants Inc.; and should negotiations not be successful, authorizing negotiations with, Marcum LLP; and should the Administration not be successful in negotiating an agreement, authorizing negotiations with Crowe Horwath LLP. The motion presented by Ms. Cvijanovic failed.

MANAGER'S DUE DILIGENCE

After carefully reviewing the RFP requirements and the results of the Committee evaluation process, the City Manager, in his due diligence, conducted additional review of each top-ranked firms and the RFP process. The manager finds that it is in the best interest of the City to reject all proposals received and to explore alternative courses of action for soliciting firms and proposals to perform these audits, including but not limited to: revising the specifications, conducting an industry review meeting of proposed specifications, combining audit service requirements into a multi-discipline solicitation, or utilizing previously awarded cooperative agreements executed by the State of Florida.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager pursuant to request for proposals (RFP) No. 064-2013 for Audit Services of Capital Improvement Projects.

JLM / KGB / AD / LR
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE CITY MANAGER'S REVISED RECOMMENDATION TO REJECT ALL PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 064-2013, FOR AUDIT SERVICES OF CAPITAL IMPROVEMENT PROJECTS.

WHEREAS, on February 22, 2013, the City issued Request for Proposals No. 064-2013, for Audit Services of Capital Improvement Projects (the RFP), with an opening date of April 4, 2013; and

WHEREAS, the Evaluation Committee appointed by the City Manager convened on June 12, 2013, to consider proposals received pursuant to the evaluation criteria established in the RFP; and

WHEREAS, after deliberations and discussion the Evaluation Committee recommended that the Administration enter into negotiations with Marcum, LLP, and should negotiations not be successful with this firm, authorizing negotiations with Resolution Management Consultants, and should negotiations not be successful with this firm, authorizing negotiations with Crowe Horwath LLP; and

WHEREAS, since that time, after carefully reviewing the RFP requirements and the results of the Committee evaluation process, the City Manager, in his due diligence, conducted additional review of each top-ranked firm and RFP process and finds that it is in the best interest of the City Commission to reject all proposals received pursuant to the RFP, and to explore alternative courses of action for soliciting firms and proposals to perform these audits, including but not limited to revising the specifications, conducting an industry review meeting of proposed specifications, combining audit service requirements into a multi-discipline solicitation, or utilizing previously awarded cooperative agreements executed by the State of Florida; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the City Manager's revised recommendation to reject all proposals received pursuant to Request for Proposals (RFP) No. 064-2013, for Audit Services for Capital Improvement Projects.

PASSED AND ADOPTED this _____ day of _____2013.

ATTEST:

_____ _____

Rafael Granado, City Clerk Philip Levine, Mayor

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

11-27-13

City Attorney Date

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Condensed Title:

A Resolution Setting a Public Hearing to Adopt the First Amendment to the General Fund, Enterprise Fund, Internal Service Fund, and Special Revenue Fund Budgets for Fiscal Year (FY) 2013/14

Key Intended Outcome Supported:

Ensure expenditure trends are sustainable over the long term
Improve the City's overall financial health and maintain overall bond rating

Supporting Data:
N/A

Item Summary/Recommendation:

The budgets for the General Fund, Enterprise Funds, Internal Service Funds, and Special Revenue Funds for Fiscal Year 2013/14 were approved on September 30, 2013 with the adoption of Resolutions No. 2013-28351 and No. 2013-28355.

The Administration requests that the Mayor and City Commission set a public hearing to be held on January 15, 2014, to adopt the First Amendment to the General Fund, Enterprise Fund, Internal Service Fund, and Special Revenue Fund budgets for Fiscal Year (FY) 2013/14. The First Amendment will fund prior year encumbrances from FY 2012/13 for goods or services which have been procured but not yet received and expended, which need to be re-appropriated in FY 2013/14. The amendment will also include projects that were budgeted in FY 2012/13 and which have not yet been expended or encumbered and the funding is recommend to be carried forward to be spent in FY 2013/14. Prior year appropriations fully fund these encumbrances and carry forwards. Any necessary amendments within funds will also be addressed as part of the First Amendment.

The City of Miami Beach provides a wide range of municipal services including Police; Fire-Rescue; Parks and Recreation; Water, Sewer, Stormwater, and Sanitation; and Public Works. The City's annual operating budget allows us to address the needs of the community and includes:

- The General Fund
- General Obligation Debt Service Fund
- Enterprise Funds
- Transfers to the Redevelopment Agency
- Internal Service Funds
- Other Special Revenue Funds

The Administration requests that the Mayor and City Commission set a public hearing to be held on January 15, 2014, to adopt the First Amendment to the General Fund, Enterprise Fund, Internal Service Fund, and Special Revenue Fund budgets for Fiscal Year (FY) 2013/14.

Financial Information:

Source of Funds		Amount	Account

City Clerk's Office Legislative Tracking:

John Woodruff, OBPI Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM C7C
DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION SETTING A PUBLIC HEARING TO ADOPT THE FIRST AMENDMENT TO THE GENERAL FUND, ENTERPRISE FUND, INTERNAL SERVICE FUND, AND SPECIAL REVENUE FUND BUDGETS FOR FISCAL YEAR (FY) 2013/14**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Improve the City's financial health and maintain overall bond rating. Ensure expenditure trends are sustainable over the long term.

ANALYSIS

The budgets for the General Fund, Enterprise Fund, Internal Service Fund and Special Revenue Fund for Fiscal Year 2013/14 were approved on September 30, 2013 with the adoption of Resolutions No. 2013-28351 and No. 2013-28355.

The Administration requests that the Mayor and City Commission set a public hearing to be held on January 15, 2014, to adopt the First Amendment to the General Fund, Enterprise Fund, Internal Service Fund, and Special Revenue Fund budgets for Fiscal Year (FY) 2013/14.

The First Amendment will fund prior year encumbrances from FY 2012/13 for goods or services which have been procured but not yet received and expended, which need to be re-appropriated in FY 2013/14. The amendment will also include projects that were budgeted in FY 2012/13 and which have not yet been expended or encumbered and the funding is recommend to be carried forward to be spent in FY 2013/14. Prior year appropriations fully fund these encumbrances and carry forwards. Any necessary amendments within funds will also be addressed as part of the First Amendment.

The City of Miami Beach provides a wide range of municipal services including Police; Fire-Rescue; Parks and Recreation; Water, Sewer, Stormwater, and Sanitation; and Public Works. The City's annual operating budget allows us to address the needs of the community and includes:

- The General Fund
- General Obligation Debt Service Fund
- Enterprise Funds
- Transfers to the Redevelopment Agency
- Internal Service Funds
- Other Special Revenue Funds

The General Fund is the primary operating fund for the City and includes much of the usual activities of any municipality including Police, Fire, Parks and Recreation, Public Works Streets and Engineering, Building, Tourism and Culture as well as general administrative functions, and the Office of the Mayor and Commission. Within the General Fund, Citywide Accounts reflect expenditures that do not fall under the purview of a particular Department such as accumulated leave payments, grants to social service agencies, non-profits, and special studies. They are monitored by the Office of Budget and Performance Improvement and the City.

General Obligation Debt is the debt service funding required for voter-approved bonds issued with the belief that a municipality will be able to repay its debt obligation through taxation or revenue from projects. No assets are used as collateral.

The Enterprise Fund Budget is comprised of Departments that use revenues received for services provided to the general public on a continuing basis and are primarily financed through user charges. The criteria used to determine if an operation should be an enterprise fund includes: 1) that it generates revenues; 2) that it provides services to the community; and 3) that it operates as a stand-alone entity, without subsides from taxes etc. The City's Enterprise Fund Departments are: Convention Center, Sanitation, Stormwater, Water, Sewer, and Parking.

The City of Miami Beach Redevelopment Agency is a separate entity, whose Chairperson and Board of Directors are also the City's Mayor and City Commission.

Internal Service Funds are used to account for the financing of goods and services provided by one department to other departments on a cost-reimbursement basis. Internal Service Fund rates are set to recover the full cost of providing a particular service. The Internal Service Funds budgeted expenditures are completely offset by revenues received from the General Fund, Enterprise Fund Departments and Special Revenue Funds. The City's Internal Service Fund Departments are Information Technology, Central Services, Risk Management, Property Management, and Fleet Management.

Special Revenue Funds include the Resort Tax Fund as well as 7th Street Garage Operations; 5th & Alton Garage Operations; Art in Public Places; Tourism and Hospitality Scholarship Program; Green/Sustainability Fund; Waste Hauler Additional Services and Public Benefit Contribution Fund; Education Compact Fund; Red Light Camera Fund; Emergency 911 Fund; Information and Communications Technology Fund; People's Transportation Plan Fund; Concurrency Mitigation Fund; Miami Beach Cultural Arts Council; Police Special Revenue Account; Police Confiscation Trust Funds (Federal and State); and Police Training and School Resources Fund. The Resort Tax Fund is supported primarily by taxes levied on hotel, motel, rooming house and short term apartment room rents as well as on food and beverages sold at retail in any restaurant, as authorized by State Statute, and is used to fund tourism-eligible expenditures.

CONCLUSION

The Administration recommends that the Mayor and City Commission set a public hearing to be held on January 15, 2014, to adopt the First Amendment to the General Fund, Enterprise Fund, Internal Service Fund, and Special Revenue Fund budgets for Fiscal Year (FY) 2013/14.

JLM:KGB/JW

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO ADOPT THE FIRST AMENDMENT TO THE GENERAL FUND, ENTERPRISE FUND, INTERNAL SERVICE FUND, AND SPECIAL REVENUE FUND BUDGETS FOR FISCAL YEAR (FY) 2013/14

WHEREAS, the budgets for the General Fund, Enterprise Funds, Internal Service Funds, and Special Revenue Funds for Fiscal Year 2013/14 were approved on September 30, 2013, with the adoption of Resolutions No. 2013-28351 and No. 2013-28355; and

WHEREAS, the Administration requests that the Mayor and City Commission set a public hearing to be held on January 15, 2014, to adopt the first amendment to the General Fund, Enterprise Fund, Internal Service Fund, and Special Revenue Fund budgets for Fiscal Year (FY) 2013/14; and

WHEREAS, the City of Miami Beach provides a wide range of municipal services including Police; Fire-Rescue; Parks and Recreation; Water, Sewer, Stormwater, and Sanitation; and Public Works; and

WHEREAS, the City's annual operating budget allows us to address the needs of the community and includes: the General Fund; General Obligation Debt Service Fund; Enterprise Funds; Transfers to the Redevelopment Agency; and Other Special Revenue Funds; and

WHEREAS, the General Fund is the primary operating fund for the City and includes much of the usual activities of any municipality including Police, Fire, Parks and Recreation, Public Works Streets and Engineering, Building, Tourism and Culture as well as general administrative functions, and the Office of the Mayor and Commission; and

WHEREAS, within the General Fund, Citywide Accounts reflect expenditures that do not fall under the purview of a particular Department such as accumulated leave payments, grants to social service agencies and non-profits, and special studies; and

WHEREAS, General Obligation Debt is the debt service funding required for voter-approved bonds issued with the belief that a municipality will be able to repay its debt obligation through taxation or revenue from projects, and no assets are used as collateral; and

WHEREAS, the Enterprise Funds Budget is comprised of Departments that use revenues received for services provided to the general public on a continuing basis and are primarily financed through user charges, and the criteria used to determine if an operation should be an Enterprise Fund includes: 1) that it generates revenues; 2) that it provides services to the community; and 3) that it operates as a stand-alone entity, without subsides from taxes, etc; and

WHEREAS, the City's Enterprise Fund Departments are: Convention Center, Sanitation, Stormwater, Water, Sewer, and Parking; and

WHEREAS, the City of Miami Beach Redevelopment Agency is a separate entity, whose Chairperson and Board of Directors are also the City's Mayor and City Commission; and

WHEREAS, Special Revenue Funds include the Resort Tax Fund as well as 7th Street Garage Operations; 5th & Alton Garage Operations; Art in Public Places; Tourism and Hospitality Scholarship Program; Green/Sustainability Fund; Waste Hauler Additional Services and Public Benefit Contribution Fund; Education Compact Fund; Red Light Camera Fund and Emergency 911 Fund; Information and Communications Technology Fund; People's Transportation Plan Fund; Concurrency Mitigation Fund; Miami Beach Cultural Arts Council; Police Special Revenue Account; Police Confiscation Trust Funds (Federal and State); and Police Training and School Resources Fund.

WHEREAS, the Resort Tax Fund is supported primarily by taxes levied on hotel, motel, rooming house and short term apartment room rents as well as on food and beverages sold at retail in any restaurant, as authorized by State Statute, and is used to fund tourism-eligible expenditures; and

WHEREAS, Internal Service Funds are used to account for the financing of goods and services provided by one department to other departments on a cost-reimbursement basis and Internal Service Fund rates are set to recover the full cost of providing a particular service, and the Internal Service Funds budgeted expenditures are completely offset by revenues received from the General Fund, Enterprise Fund Departments and Special Revenue Funds; and

WHEREAS, the City's Internal Service Fund Departments are Information Technology, Central Services, Risk Management, Property Management, and Fleet Management; and

WHEREAS, the key intended outcomes supported are to ensure expenditure trends are sustainable over the long term and to improve the City's financial health and maintain overall bond rating.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby set a public hearing on January 15, 2014, to adopt the First Amendment to the General Fund, Enterprise Fund, Internal Service Fund and Special Revenue Fund Budgets for Fiscal Year (FY) 2013/14.

PASSED and ADOPTED this 11th day of December, 2013.

ATTEST:

MAYOR PHILIP LEVINE

RAPHAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12-4-13 Date

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 4 To The Professional Services Agreement With Stantec Consulting Services, Inc. For Additional Architectural Engineering Services, For The Flamingo Park Football Field And Track Renovation Project; In The Negotiated Amount Of $22,586; With Previously Appropriated Funding In The Amount Of $22,586 From Fund 301, Quality Of Life Fund.

Key Intended Outcome Supported:

Ensure Value and Timely Delivery of Quality Capital Projects, Ensure Well Maintained Facilities, Ensure Safety and Appearance of Building Structures and Sites.

Supporting Data (Surveys, Environmental Scan, etc.): The 2012 Customer Satisfaction Survey indicated that over 87% and 83% of City residents and businesses respectively, rated the appearance and maintenance of public buildings as excellent or good; and over 81% of residents rated recently completed capital improvement projects as excellent or good.

Item Summary/Recommendation:

On April 19, 2011, pursuant to issuance of Procurement Department memorandum approving the use of the Miami Dade County School Board continuing contract, for Architectural and Engineering services, the City entered into an agreement for Professional Services with Corzo Castella Carballo Thompson Salman, P.A. (CONSULTANT), currently assigned to Stantec Consulting Services Inc. (Stantec) by Commission action, to provide design of the Flamingo Park Football Field and Track Renovation Project (PROJECT). The Agreement provides for the design, bid, award and construction administration services for the Project.

Stantec shall perform the duties and responsibilities as the Architect/ Engineer of Record for the Project in providing services to re-design, issue clarifications, provide inspections, review proposals, construction administration, project closeout and to provide additional site visits. The additional re-design scope of work will include: drainage design and calculations to address additional PWD criteria and revisions to address the owner's request for an 8-lane track. The scope of work related to the field upgrades was packaged separately during permitting to allow for expediting the construction work of the field if the bleacher building plans were delayed in the approval process by the CMB Building department. The building permit set was revised to include additional structural modifications requested by the building department for compliance with ADA requirements such as accessible seating which required the bleacher seating structure to be modified.

The negotiated price of $22,586 submitted by Stantec for the above services, included in this Amendment has been reviewed by City staff and found to be fair and reasonable.

The original contract amount for the Professional Services was $114,669.95. Amendment No. 1 in the amount of $13,701, Amendment No. 2 in the amount of $11,125, Amendment No. 3 in the amount of $24,977 and this Amendment No. 4 in the amount of $22,586 will bring the total contract amount to $185,058.95.

The Administration recommends approval of the resolution.

Advisory Board Recommendation:

Financial Information: Funds:		Amount	Account
	1	$22,586	301-2320-061357
	2		
OBPI	Total	$22,586	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

David Martinez, Ext. 6972

Sign-Offs:

Acting Department Director	Assistant City Manager / Chief Financial Officer	City Manager
DM	MT	JLM

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MIAMIBEACH

AGENDA ITEM C7D

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR ADDITIONAL ARCHITECTURAL ENGINEERING SERVICES, FOR THE FLAMINGO PARK FOOTBALL FIELD AND TRACK RENOVATION PROJECT; IN THE NEGOTIATED AMOUNT OF $22,586; WITH PREVIOUSLY APPROPRIATED FUNDING IN THE AMOUNT OF $22,586 FROM FUND 301, QUALITY OF LIFE FUND.**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution.

FUNDING
Funding in the amount of $22,586 has been previously appropriated from Fund 301, Quality of Life Fund.

BACKGROUND
On April 19, 2011, pursuant to issuance of Procurement Department memorandum approving the use of the Miami Dade County School Board continuing contract, for Architectural and Engineering services, the City entered into an agreement for Professional Services with Corzo Castella Carballo Thompson Salman, P.A. (CONSULTANT), currently assigned to Stantec Consulting Services Inc. (Stantec) by Commission action, to provide design of the Flamingo Park Football Field and Track Renovation Project (PROJECT). The Agreement provides for the design, bid, award and construction administration services for the Project.

ANALYSIS
Stantec shall perform the duties and responsibilities as the Architect/ Engineer of Record for the Project in providing services to re-design, issue clarifications, provide inspections, review proposals, construction administration, project closeout and to provide additional site visits. The additional re-design scope of work will include: drainage design and calculations to address additional PWD criteria and revisions to address the owner's request for an 8-lane track. The scope of work related to the field upgrades was packaged separately during permitting to allow for expediting the construction work of the field if the bleacher building plans were delayed in the approval process by the CMB Building department. The building permit set was revised to include additional structural modifications requested by the building department for compliance with ADA requirements such as accessible seating which required the bleacher seating structure to be modified.

The negotiated price of $22,586 submitted by Stantec for the above services, included in this Amendment has been reviewed by City staff and found to be fair and reasonable.

The original contract amount for the Professional Services was $114,669.95. Amendment No. 1 in the amount of $13,701, Amendment No. 2 in the amount of $11,125, Amendment No. 3 in the amount of $24,977 and this Amendment No. 4 in the amount of $22,586 will bring the total contract amount to $185,058.95.

CONCLUSION:

The Administration recommends approval of the Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the Mayor and City Clerk to execute Amendment No. 4 to the professional services agreement with Stantec Consulting Services, Inc. for additional services, for the Flamingo Park Football Field and Track Renovation Project; in the negotiated lump sum amount of $22,586; with previously appropriated funding in the amount of $22,586 from Fund 301, Quality of Life Fund.

ATTACHMENTS:
Stantec Amendment No. 4

JLM\MT\DM\MER

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AMENDMENT NO. 4
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
STANTEC CONSULTING SERVICES INC. (FORMERLY CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.)
DATED SEPTEMBER 12, 2011

FOR ADDITIONAL SERVICES REQUIRED FOR REVISIONS TO CONTRACT DOCUMENTS IN THE NOT-TO-EXCEED AMOUNT OF $22,586

This Amendment No. 4 to the Agreement made and entered this _____, 2013, by and between the City of Miami Beach, a Municipal Corporation existing under the laws of the State of Florida (hereinafter referred to as CITY), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and Stantec Consulting Services Inc. (formerly Corzo Castella Carballo Thompson Salman, P.A.) having its principal office at 901 Ponce de Leon Boulevard, Suite 900, Coral Gables, Florida, 33134 (hereinafter referred to as CONSULTANT).

RECITALS

WHEREAS, on April 19, 2011, pursuant to Procurement Department's approval to use the Miami-Dade County School Board continuing contract for Architectural and Engineering (A/E) Services, the City entered into a Professional Services Agreement with Corzo Castella Carballo Thompson Salman, P.A. currently assigned to Stantec Consulting Services Inc. (CONSULTANT) to provide A/E services for the Flamingo Park Football Field and Track Renovation Project (PROJECT); and

WHEREAS, the Agreement provides for the design, bid, award and construction administration services for the Project, in the not-to-exceed amount of $109,209.50 plus reimbursable amount of $5,460.45; and

WHEREAS, Amendment No. 1 to the Agreement, in the not-to-exceed amount of $13,701, was issued to provide additional services required during the bid/award phase services and issuance of ITB 049-2013TC for the Project; and

WHEREAS, Amendment No. 2 to the Agreement, in the not-to-exceed amount of $11,125, was approved for Supplemental Certified Engineering Inspection (CEI) services for the Project; and

WHEREAS, Amendment No. 3 to the Agreement, in the not-to-exceed amount of $24,977, is to provide additional Architectural Engineering services for the revision of the contract documents and for additional CEI services for the Project; and

WHEREAS, this Amendment No. 4 to the Agreement, in the not-to-exceed amount of $22,586, is to provide additional Architectural Engineering services for the revision of the contract documents to provide for an 8 lane track, additional drainage and revisions to the bleacher building structural drawings for accessible seating for the Project.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. **ABOVE RECITALS**
   The above recitals are true and correct and are incorporated as part of this Amendment No. 4.

2. **MODIFICATIONS**
The Agreement is amended to include "Schedule A-4", which is attached and incorporated herein.

3. **OTHER PROVISIONS.**
All other provisions of the Agreement, as amended, are unchanged.

4. **RATIFICATION.**
The CITY and CONSULTANT ratify the terms of the Agreement, as amended by this Amendment No. 4.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:

CITY OF MIAMI BEACH

_____
City Clerk

By_____
Mayor

ATTEST:

CONSULTANT:
STANTEC CONSULTING SERVICES INC.

Eleane M. Navarro
TITLE: Project Manager Stantec

Eleane Navarro
Print Name

TITLE: SENIOR ASSOC.

J. SALMAN
Print Name

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

11-19-13
Date

SCHEDULE A-4

SCOPE OF SERVICES

(see attached)

Stantec

October 30, 2013
File: 177901639

Attention: Matilde E. Reyes, RA
Senior Project Coordinator
Capital Improvement Project Office
1700 Convention Center Drive
Miami Beach, FL 33139

Reference: Flamingo Park Football Field and Track Project
REVISED - Additional Services – Basic Services Fee Increase Due to Additional Design Scope

Dear Ms. Reyes,

We are pleased to submit this proposal for additional services for the Flamingo Park Football Field and Track Project for adjustments to Stantect contractual fee due to additonal scope of work.

At the start of the Flamingo Park project in 2011 basic services fee per contract was based on a construction budget of $1,330,000.00 for a defined scope. The scope of the project and cost were gradually increased due program, owner scope increases and permitting agencies requirements such as drainage improvements, and additional ADA improvements such as ADA seating at the bleacher building initially not anticipated by the City, praparing two seperate permit sets one for the field and seperate one for the bleacher building. There were also program items changed by the City such as a 6 lane track at initial design versus an 8 lane track as a base bid, for increased cost to the project.

Additional Scope During Design:

1- Additional drainage design and permitting, civil drawings were separated and a seperate set of permit drawings for permitting thru the City of Maimi Beach and DERM for the field work was prepared.
2- Revise civil drawings to include design alternates for an 8 lane track, and base bid at that time was the 6 lane track as origianl scope, the added alterante was additonal scope.
3- Architectural and structural design of ADA seating at the bleacher building, this was additonal scope. Work included preparation of architectural drawings, structural drawings, calculations and permitting.

Reference: Flamingo Park Football Field and Track Project
REVISED - Additional Services - Basic Services Fee Increase Due to Additional Design Scope

The project was put out to bid at the beginning of 2013 with a revised project construction estimate with all improvements including the 8 lane track of $1,928,900.00, with a difference of $598,900.00 increase in costruction budget from Stantec's original contract. The attached man-hours reflect the additional scope effort as note below.

Additional Services $22,586.00*
***Per attached man-hours**

If you have any questions please call our office at your earliest convenience.

Regards,

Stantec Consulting Ltd.

Javier F.Salman, A.I.A.
Senior Associate
Phone: 305-445-2900
Fax: 305-774-6277
Javier.Salman@Stantec.com

Attachment: Flamingo Park Man-hours

Cc. Eleane Navarro

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Stantec
901 Ponce de Leon Blvd
Coral Gables, FL 33134
Phone:305.445.2900 Fax 305.774.6277

Man-hour Estimation - Flamingo Park - Additional Services

Flamingo Park - Football Field Improvements - Additional Services - Additonal Scope, Revise permit drawings, Foundation Re-design, New water line, additional CA

Date: September 27, 2013
Rev. October 30, 2013

Basis of Estimate	Principal Associate in Charge	Project Manager	Senior Architect (RA) Engineer(PE)	Architect (AI) Engineer (EI)	Senior Technician	Technician	Clerical	Estimator		TOTAL Hours	TOTAL Cost For Activity	Task Totals
	180.00	95.00	141.00	90.00	65.00	62.00	52.00	85.00				
A. Additional Services												
1.1 Additional drainage design, new wells, drainage calculations, and DERM permitting.	5.00	12.00	48.00		12.00					77.00	$9,588.00	
1.2 Prepare separate permit set of drawings for permitting thru city of Miami and DERM for the work for the track and field.		4.00	8.00		4.00					16.00	$1,768.00	
2.1 Revise civil dawings to include design alternate of 8 lane track.	1.00	6.00	16.00		24.00					47.00	$4,566.00	
3.1 ADA seating at bleacher building, architectural and structural design, structural calculations, and permitting.	4.00	16.00	24.00		16.00					60.00	$6,664.00	
	10.00	38.00	96.00	0.00	56.00	0.00	0.00	0.00	Subtotal	200.00	$22,586.00	$22,586.00

Total Estimated Man-hour Proposal **$22,586.00**

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida Accepting The Recommendation Of The City Manager To Reject All Proposals Received Pursuant To Request For Proposals (RFP) No. 01-2013ME For Unarmed Security Guard Services; Authorizing A Month-To-Month Extension With The Current Contractor; And Requesting The Administration To Submit A New RFP For Approval To Issue.

Key Intended Outcome Supported:

Increase resident rating of public safety services; and maintain crime rates at or below national rates.

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

Item Summary/Recommendation:

Since April 2, 2007, the City has been under contract agreement No.34-05/06 with Security Alliance LLC (Security Alliance), to provide Unarmed Security Guard Services at locations around the City, as shown in Appendix "A". The current contract also allows for as-needed security guard services City-wide. The provision of security guard services City-wide is managed by the Police Department. The contract was set to expire on April 30, 2012. However, at its July 18, 2012, the City Commission approved a month-to-month extension of the contract to allow for time to rebid the services.

On December 24, 2012, RFP No. 01-2013ME was issued with an opening date of March 1, 2013. The Evaluation Committee convened on May 17, 2013 to evaluate proposals received and shortlist the proposers for further consideration in accordance with the criteria set forth in the RFP. The Committee shortlisted five (5) top-ranked companies for further consideration through presentations and interviews: G4S Secure Solutions, McRoberts Protective Agency, 50 State Security, Allied Barton, and Kent Security.

On June 24, 2013, the Evaluation Committee met to receive presentations from the short-listed firms. Details of the Evaluation Committee recommendation are included in the attached memo. However, after carefully reviewing the RFP requirements and the results of the Committee evaluation process, the City Manager finds that the Committee may have acted outside of its authority (as dictated by the RFP). Additionally, the City Manager also finds as follows:

1. **Cost.** The costs proposed by the top-ranked proposers exceed the City's current rates, as well as the rates paid by Miami-Dade County.
2. **RFP.** The RFP released may have contained some irregularities and lack of clarity in the minimum requirements, which may have caused confusion, prevented some bidders from participating, or prevented a thorough evaluation of respondents. For example, addendums had to be issued clarify licensure requirements which, at one point, listed Class D Licenses issued by the State of Florida, which are only required by armed security guards, although the RFP was clearly for unarmed security guards. Additionally, the RFP asked that proposers submit their Standard & Poor's (S & P) or Moody's ratings, which are only available for publically traded companies. For non-publically traded companies, the RFP required financial statements to be submitted, which had to be evaluated by City staff and represent only a small, somewhat subjective, perspective of financial capacity rather than the more comprehensive and objective perspective available through a D & B Supplier Qualifier Report (currently utilized by the City for evaluating, in part, financial capacity).
3. **Scoring of Costs.** The City has moved to an objective methodology for evaluating cost proposals that removes subjectivity and inconsistencies by Evaluation Committee members. However, this RFP was issued prior to those changes. As a result, it appears that certain inconsistencies may have arisen from a subjective evaluation of cost by Evaluation Committee members.

Based on the aforementioned, the City Manager believes it is in the best interest of the City to reject all proposals received and release a subsequent RFP for security guard services after considering revisions to the solicitation for the issues noted above, including possible reasons for the higher rates.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the revised recommendation of the City Manager to reject all proposals received pursuant to request for proposals (RFP) No. 01-2013ME for unarmed security guard services; further authorizing a month-to-month extension with the current contractor; and submit a revised RFP for approval to issue.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:		Amount	Account
	1	N/A	N/A
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD	KGB	JLM

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MIAMIBEACH

AGENDA ITEM C7E

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE REVISED RECOMMENDATION OF THE CITY MANAGER PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 01-2013ME, FOR UNARMED SECURITY GUARD SERVICES.**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED
Increase resident rating of public safety services; and maintain crime rates at or below national rates

FUNDING
The annual cost associated with City-wide security guard services is subject to funds availability approved through the annual budgeting process. The funding and accounts for the FY 2014 are approximately $3,153,000.00.

BACKGROUND
Since April 2, 2007, the City has been under contract agreement No.34-05/06 with Security Alliance LLC (Security Alliance), to provide Unarmed Security Guard Services at locations around the City, as shown in Appendix "A". The current contract also allows for as-needed security guard services City-wide. The provision of security guard services City-wide is managed by the Police Department. The contract was set to expire on April 30, 2012. However, at its July 18, 2012, the City Commission approved a month-to-month extension of the contract to allow for time to rebid the services.

On December 24, 2012, RFP No. 01-2013ME was issued with an opening date of March 1, 2013. The RFP resulted in the receipt of the following twelve proposals:

1. 50 State Security Service, Inc
2. Allied Barton Security Services
3. FPI Security Services
4. G4S Secure Solutions (USA) Inc.
5. Kent Security
6. McRoberts Protective Agency, Inc.
7. Navarro Group LLd. Inc.
8. Ocasa Logistics Solutions
9. Platinum Group Security
10. Responsible Security Inc.
11. SFM Security
12. US Security

On April 18, 2013, the City Manager via Letter to Commission (LTC) No. 135-2013, appointed an Evaluation Committee (the "Committee") for the purpose of evaluating the proposals

received in accordance with the criteria established in the RFP. Subsequent to the appointment of the Committee and resulting from scheduling and other conflicts experienced by certain Committee members, changes to the Committee composition were required which resulted in the final list of Committee members:

- Mickey Minagorri, Committee Chair, Resident and Leadership Academy Graduate
- John Bowes, Resident and Leadership Academy Graduate
- Tony Kanieswski, Director, Property Management, City of Miami Beach
- Julio Magrisso, Assistant Director, Parks and Recreation Department, City of Miami Beach
- Michael Silverman, Resident and Leadership Academy Graduate

The Committee convened on May 17, 2013 to evaluate proposals received and shortlist the proposers for further consideration in accordance with the criteria set forth in the RFP as follows:

Total Points	Evaluation Criteria
35	Experience and qualifications of the Contractor
20	Experience and qualifications of the Management Team
10	Past performance based on Performance Evaluation Surveys
10	Financial Strength as evidenced by the CPA reviewed/audited financial statements, third-party reports.
25	Cost

Additional points, over the aforementioned potential points were to be allocated, if applicable and in accordance to following ordinances.

LOCAL PREFERENCE: The Procurement personnel assigned an additional five (5) points to Proposers, which are, or include as part of their proposal team, a Miami Beach-based vendor as defined in the City's Local Preference Ordinance. Two (2) proposers, G4S Secure Solutions and SFM Security, were eligible for Local preference.

VETERANS PREFERENCE: The Procurement personnel assigned an additional five (5) points to Proposers, which are, or include as part of their proposal team, a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise, as defined in the City's Veterans Preference Ordinance. Two (2) proposers, 50 State Security Service, Inc. and McRoberts Protective Agency, Inc., were eligible for Veterans preference.

The Committee individually evaluated the proposers' qualifications, experience, and competence, and further scored and ranked the proposers accordingly. The Committee's preliminary rankings pursuant to the proposal evaluation short-listing phase were as follows:

Proposal Evaluation and Short-Listing of Firms Pursuant to RFP#01-2013 for Unarmed Security Guard Services	Miguel Biengole a	John Bowes	Angel Vazquez	Michael Silverma n	Julio Magriss o	Tony Kanews ki	Mickey Minagorr i		**LOW AGGRE GATE TOTALS**
50 State Security	(88) 5	(45) 2	(74) 3	(99) 4	(95) 2	(95) 3	(90) 3		**(22) 3**
Allied Barton	(94) 3	(42) 4	(66) 5	(99) 4	(95) 2	(97) 2	(86) 5		**(25) 4**
FPI	(72) 6	(40) 5	(25) 9	(89)10	(85) 8	(87) 9	(78) 6		**(53) 7**
G4S Secure Solution (USA)	(94) 3	(46) 1	(98) 1	(105) 1	(91) 4	(99) 1	(94) 1		**(12) 1**
Kent Security	(97) 1	(40) 5	(73) 4	(97) 6	(91) 4	(95) 3	(89) 4		**(27) 5**
McRoberts Protective Agency	(96) 2	(43) 3	(75) 2	(101) 2	(97) 1	(95) 3	(93) 2		**(15) 2**
Navarro Security	(64) 8	(27) 11	(40) 6	(88) 11	(79) 11	(92) 6	(55) 11		**(64) 10**
Ocasa Logistics Solutions	(63) 10	(16) 12	(38) 7	(90) 9	(84) 10	(74) 12	(47) 12		**(72) 11**
Platinum Group Security	(60) 11	(36) 8	(23) 10	(94) 7	(85) 8	(85) 10	(58) 9		**(63) 9**
Responsible Security	(50) 12	(28) 10	(19) 12	(84) 12	(75) 12	(77) 11	(57) 10		**(79) 12**
SFM Security Subsidiary PM Security	(68) 7	(38) 7	(34) 8	(101) 2	(87) 7	(91) 8	(64) 7		**(46) 6**
US Security Subsidiary of Security Alliance	(64) 8	(36) 8	(22) 11	(93) 8	(89) 6	(92) 6	(60) 8		**(55) 8**

Following the initial evaluation of proposals, the Committee recommended shortlisting the five (5) top-ranked companies for further consideration through presentations and interviews: G4S Secure Solutions, McRoberts Protective Agency, 50 State Security, Allied Barton, and Kent Security.

On June 24, 2013, the Committee met to receive presentations from the short-listed firms. After presentations and question and answer sessions with each firm, the Committee individually scored each firm on the criteria outlined in the RFP as a basis for deliberations. The Committee's preliminary rankings after the presentations and Q&A session were as follows:

Interview Preliminary Scoring Pursuant to RFP#01-2013 for Unarmed Security Guard Services	Michael Silverman	Julio Magrisso	Tony Kanieswski	Mickey Minagorri	John Bowes		**LOW AGGREGATE TOTALS**
G4S Security Solutions Inc.	(103) 1	(100) 3	(100) 1	(100) 1	(85.6) 3		(9) 1
Kent Security	(99) 4	(99) 4	(98) 2	(100) 1	(96) 1		(12) 3
50 State Security Service, Inc	(103) 1	(101) 1	(98) 2	(85) 3	(85.7) 2		(9) 1
Allied Barton Security Services	(97) 5	(94) 5	(92) 4	(65) 5	(72.5) 4		(23) 5
McRoberts Protective Agency	(100) 3	(101) 1	(92) 4	(67) 4	(59.3) 5		(17) 4

Following the preliminary scoring of presentations and Q&A session, the Committee deliberated extensively on individual perceptions of the proposers' qualifications, experience, and competence. In deliberating the Committee discussed, in general, the following advantages and disadvantages of each proposal. The Committee discussed that G4S Security Solution offered the highest quality proposal overall, but had submitted the highest cost out of the five (5) shortlisted proposers. The Committee discussed that Kent Security offered cutting-edge technology that would be beneficial to the City, including point of view cameras on the guards and installation of cameras in all supervisor patrol vehicles which will report images via internet to the dispatch command center. However, the Committee discussed that Kent Security did not offer uniforms and guard appearance at the same level of quality as had other proposers. Finally, the Committee discussed that 50 State Security Service offered a good proposal, but offered less technological innovation and a higher cost than Kent Security.

Following the deliberation process, a motion was presented by Julio Magrisso, seconded by Michael Silverman, and unanimously approved by all Committee members, to recommend the following final ranking of proposers:

	Final Ranking*
G4S Security Solutions	1
Kent Security	2
50 State Security Service	3
McRoberts Protective Agency	4
Allied Barton Security Services	5

* The Committee conditioned the ranking of proposers as noted below

The Committee recommended that Administration engage in negotiations with G4S Security Solutions, as the top-ranked firm, providing that G4S Security Solution was willing to lower its costs to the City by 10%. In the event that the Administration was unable to negotiate an agreement with G4S Security Solution, the Committee recommended that the Administration engage in negotiations with Kent Security, as the second-ranked firm, providing that Kent Security included the proposed technological innovations and improved the quality and appearance of its uniforms.. In the event that the Administration was unable to negotiate an agreement with Kent Security, the Committee recommended that the Administration engage in negotiations with 50 State Security Service, as the third-ranked firm, providing that 50 State Security Service lowered its costs to the City.

MANAGER'S DUE DILIGENCE AND REVISED RECOMMENDATION

After carefully reviewing the RFP requirements and the results of the Committee evaluation process, the City Manager finds that the Evaluation Committee may have acted outside of its authority (as dictated by the RFP). Additionally, the City Manager also finds as follows:

1. **Cost.** The costs proposed by the top-ranked proposers exceed the City's current rates, as well as the rates paid by Miami-Dade County.

2. **RFP**. The RFP released may have contained some irregularities and lack of clarity in the minimum requirements which may have caused confusion, prevented some bidders from participating, or prevented a thorough evaluation of respondents. For example, addendums had to be issued clarify licensure requirements which, at one point, listed Class D Licenses issued by the State of Florida, which are only required by armed security guards, although the RFP was clearly for unarmed security guards. Additionally, the RFP asked that proposers submit their Standard & Poor's (S & P) or Moody's ratings, which are only available for publically traded companies. For non-publically traded companies, the RFP required financial statements to be submitted, which had to be evaluated by City staff and represent only a small, somewhat subjective, perspective of financial capacity rather than the more comprehensive and objective perspective available through a D & B Supplier Qualifier Report (currently utilized by the City for evaluating, in part, financial capacity).

3. **Scoring of Costs**. The City has moved to an objective methodology for evaluating cost proposals that removes subjectivity and inconsistencies by Evaluation Committee members. However, this RFP was issued prior to those changes. As a result, it appears that certain inconsistencies may have arisen from a subjective evaluation of cost by Evaluation Committee members.

Based on the aforementioned, the City Manager believes it is in the best interest of the City to reject all proposals received and release a subsequent RFP for security guard services after considering revisions to the solicitation for the issues noted above, including possible reasons for the higher rates.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the revised recommendation of the City Manager to reject all proposals received pursuant to request for proposals (RFP) No. 01-2013ME for unarmed security guard services; further authorizing a month-to-month extension with the current contractor; and submit a revised RFP for approval to issue.

T:\AGENDA\2013\December 11\Procurement\RFP-01-2013 ME Unarmed Security Guards - Memo - FINAL.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE CITY MANAGER'S REVISED RECOMMENDATION TO REJECT ALL PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 01-2013ME, FOR UNARMED SECURITY GUARD SERVICES; FURTHER AUTHORIZING A CONTINUING MONTH-TO-MONTH EXTENSION OF THE CURRENT SECURITY GUARD SERVICES CONTRACT WITH SECURITY ALLIANCE LLC, DATED APRIL 2, 2007, WITH SAID EXTENSION TERMINABLE BY THE CITY, FOR CONVENIENCE AND WITHOUT CAUSE, AT SUCH TIME AS A NEW CONTRACT FOR SECURITY GUARD SERVICES IS APPROVED AND EXECUTED.

WHEREAS, since April 2, 2007, the City has had Contract No.34-05/06 with Security Alliance LLC (Security Alliance), to provide Unarmed Security Guard Services at locations around the City (the Contract); and

WHEREAS, the Contract was set to expire on April 30, 2013; however, at its July 18, 2012, the City Commission approved a month-to-month extension of the Contract to allow for time to re-bid the services; and

WHEREAS, on December 24, 2013, the City issued Request for Proposals No. 01-2013ME, for Unarmed Security Guard Services (the RFP), and with an opening date of March1, 2013; and

WHEREAS, on July 17, 2013, the City Manager recommended that the Mayor and City Commission authorize the Administration to enter into negotiations with the top-ranked proposer, G4S Security Solutions; no action was taken by the City Commission at its July 17, 2013, and this matter was deferred; and

WHEREAS, since that time, the City Manager has further reviewed the proposals and the solicitation process with regard to this RFP, and would herein revise his initial recommendation; now recommending that it would be in the best interest of the City Commission to reject all proposals received pursuant to the RFP, and a issue a new Request for Proposals for the following reasons (as more specifically set forth in the attached Commission Memorandum):

1. the costs proposed by the top-ranked proposers exceed the City's current rates, as well as the rates paid by Miami-Dade County;

2. the RFP released may have contained some irregularities and lack of clarity in the Minimum Requirements which may have caused confusion, prevented some proposers from participating, or prevented a thorough evaluation of respondents;

3. the City has moved to an objective methodology for evaluating cost proposals that removes subjectivity and inconsistencies by Evaluation Committee members. However, this RFP was issued prior to those changes. As a result, it appears that certain inconsistencies may have arisen from a subjective evaluation of cost by Evaluation Committee members.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the City Manager's revised recommendation to reject all proposals received pursuant to Request for Proposals (RFP) No. 01-2013ME, for Unarmed Security Guard Services; further authorizing a continuing month-to-month extension of the current security guard services contract with Security Alliance LLC, dated April 2, 2007, with said extension terminable by the City, for convenience and without cause, at such time as a new contract for security guard services is approved and executed.

PASSED AND ADOPTED this _____ day of _____2013.

ATTEST:

_____ _____

Rafael Granado, City Clerk Mayor

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

for City Attorney 10-16-13 Date

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Waiving By 5/7th Votes, The Competitive Bidding Requirement, Finding Such Waiver To Be In The Best Interest Of The City, And Authorizing The City Manager To Execute A Letter Of Agreement With Jewish Community Services Of South Florida, Inc. In The Amount Of $40,000, For The Jewish Community Services Hope Program.

Key Intended Outcome Supported:

Improve cleanliness of Miami Beach Rights-of-Way especially in business areas.

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

The Customer Satisfaction Survey indicated 14 percentage point improvement by businesses overall in the rating for street cleanliness in business areas.

Item Summary/Recommendation:

Since 1995, the City of Miami Beach has collaborated with Jewish Community Services of South Florida, Inc. (JCS) to clean certain areas of the City's business and residential districts. Through this initiative, called the HOPE Program by JCS, homeless and formerly homeless individuals are provided with much needed employment in exchange for cleaning our City's public right-of-ways, swale, streets and gutters.

The City has provided annually funds since 1995 to JCS. JCS, in turn, matches City funds right-of-ways with grant and other dollars to employ homeless and formerly homeless individuals from our City. Eligible workers must meet stringent criteria established by JCS' Rehabilitation and Employment Division (such as completing treatment and counseling programs to address issues that were barriers to employment and living in either transitional or permanent housing) as conditions to program selection.

The City Commission approved by Resolution in 2000 and 2002, funding for the HOPE Program through the adoption of FY 2000/01 and FY 2002/03 Budgets for Special Revenue Funds for Resort Tax. Since then, the City has continued to annually provide funds for the JCS to support the HOPE Program. $40,000 was appropriated as part of the Sanitation Budget for the HOPE Program in FY 2013/14. However, there is no authorization to enter into an annual agreement with JCS.

The City Administration desires to continue its support of the JCS HOPE Program since it has mutual benefits for both the homeless community in Miami Beach and the City. Under this letter of agreement, JCS assists the City in accomplishing one of the Citywide Key Intended Outcomes, which is to improve the cleanliness of Miami Beach right-of-ways, especially in business areas.

THE ADMINISTRATION RECOMMENDS APPROVING THE RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
JH	1	$40,000	Sanitation Combined Budget in FY 2013/14, Account # 435-0430-000312.	
OBPI	Total	$40,000		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC	MT	JLM

T:\AGENDA\2013\December 11\JCS waiver of competitive bidding. Summary.doc

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING BY 5/7TH VOTES, THE COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF AGREEMENT WITH JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. (JCS) IN THE AMOUNT OF $40,000, FOR PROVISION OF SANITATION SERVICES THROUGH JCS'S HOPE PROGRAM.**

ADMINISTRATION RECOMMENDATION

The Administration recommends approving the Resolution.

KEY INTENDED OUTCOME

Improve cleanliness of Miami Beach Rights-of-Way especially in business and residential areas.

FUNDING

$40,000 - Sanitation Combined Budget in FY 2013/14, Account # 435-0430-000312.

BACKGROUND

Since 1995, the City of Miami Beach has collaborated with Jewish Community Services of South Florida, Inc. (JCS) to clean certain areas of the City's business and residential districts. Through this initiative, called the HOPE Program by JCS, homeless and formerly homeless individuals are provided with much needed employment in exchange for cleaning our City's public rights-of-ways, swale, streets and gutters.

The City has provided annually funds since 1995 to JCS. JCS, in turn, matches City funds with grant and other dollars to employ homeless and formerly homeless individuals from our City. Eligible workers must meet stringent criteria established by JCS' Rehabilitation and Employment Division (such as completing treatment and counseling programs to address issues that were barriers to employment and living in either transitional or permanent housing) as conditions to program selection. Jewish Community Services is a fully licensed, insured and bonded agency, accredited by CARF International and has more than 17 years of experience. Its services include: basic screening and assessment, case management, job counseling, direct job placement, day labor training, vocational training, no-cost transportation assistance and work equipment.

The HOPE Program is a comprehensive employment service designed to serve homeless individuals in Miami-Dade County. Eligible men and women are referred to the program through the Miami-Dade Homeless Trust Continuum of Care (CoC) via the Homeless Management Information System (HMIS). Through this program, JCS employs about 19 people on a quarterly basis working five days a week, from 6 am to 11am, maintaining the cleanliness of streets and public rights-of-way from 5th Street to 11th Street, between Lenox Avenue and Meridian Avenue.

The City Commission approved by Resolution in 2000 and 2002, funding for the HOPE Program through the adoption of FY 2000/01 and FY 2002/03 Budgets for Special Revenue Funds for Resort Tax. Since then, the City has continued to annually provide funds for JCS to support the HOPE Program.

ANALYSIS

$40,000 was appropriated as part of the Sanitation Budget for the HOPE Program in FY 2013-14. However, there is no authorization to enter into an annual agreement with JCS to provide cleaning services in South Beach. The City Administration desires to continue its support of the JCS HOPE Program since it has mutual benefits for both the homeless community in Miami Beach and the City.

Under this attached Letter of Agreement, JCS assists the City in accomplishing one of the Citywide Key Intended Outcomes, which is to improve the cleanliness of Miami Beach right-of-ways, especially in business areas.

The Sanitation Division shall monitor the targeted areas on a daily basis and these areas will be included for assessments in the City's *Cleanliness Index* program. As part of the agreement, JCS must score a minimum of 1.5 on the City's *Cleanliness Index* for its geographic areas of responsibility. If the minimum score of 1.5 is not achieved, JCS must then provide a recovery plan for the following quarter which delineates how remediation will be achieved within the following quarter. If for any reason this objective is not met for two concurrent quarters, the City reserves the right to terminate the agreement.

CONCLUSION

The Administration recommends approving the Resolution waiving by 5/7th votes, the competitive bidding requirement, finding such waiver to be in the best interest of the City, and authorizing the City Manager to execute a Letter of Agreement with Jewish Community Services of South Florida, Inc. in the amount of $40,000, for the JCS HOPE Program.

Attachment:

Jewish Community Letter of Agreement

MT/ETC

T:\AGENDA\2013\December 11\JCS - waiver of competitive bidding - memo.docx

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF AGREEMENT WITH JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC., IN THE AMOUNT OF $40,000, FOR PROVISION OF LITTER CONTROL AND SANITATION SUPPORT SERVICES, THROUGH JCS'S HOPE PROGRAM, IN THE AREA FROM 5TH TO 11TH STREETS, BETWEEN LENOX AND MERIDIAN AVENUES.

WHEREAS, since 1995, the City of Miami Beach has provided funding to Jewish Community Services of South Florida, Inc. (JCS) to clean certain areas of the City's business and residential districts; and

WHEREAS, through JCS's HOPE Program, homeless and formerly homeless individuals are provided with much needed employment in exchange for cleaning our City's right-of-ways, swales, and streets and gutters; and

WHEREAS, the City wishes to continue to contract with JCS for the provision of street cleaning services (through the HOPE Program); and

WHEREAS, under the current proposed new agreement, provision of litter control and sanitation support services shall include sweeping and litter removal of street, swale and gutter areas, from 5th Street to 11th Street, between Lenox Avenue and Meridian Avenue, from 6 am to 11 am, five (5) days a week, for one hundred and thirty (130) days, at three hundred seven dollars and sixty-nine cents ($307.69) per day, for a maximum not to exceed forty thousand dollars ($40,000); and

WHEREAS, the City's Sanitation Division shall monitor the targeted areas on a daily basis, and include the areas for assessments in the City's *Cleanliness Index* program; and

WHEREAS, $40,000 was appropriated as part of the Sanitation Budget for the HOPE Program in FY 2013-14; and

WHEREAS, the City Administration desires to continue its support of the JCS's HOPE Program, since it has mutual benefits for both the homeless community in Miami Beach and the City, and accordingly, would recommend that the Mayor and City Commission waive competitive bidding, finding such waiver to be in the best interest of the City, and authorize the City Manager to enter into a Letter of Agreement with JCS to provide the aforestated services.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby waive, by 5/7th vote, the competitive bidding requirement, finding such waiver to be in the best interest of the City, and authorize the City Manager to execute a Letter of Agreement with Jewish Community Services of South Florida, Inc., in the amount of $40,000, for provision of litter control and sanitation support services, through JCS's HOPE Program, in the area from 5th Street to 11th street, between Lenox Avenue and Meridian Avenue.

PASSED AND ADOPTED this 11th day of December, 2013.

ATTEST:

_____
Mayor

_____
Rafael Granado, City Clerk

_____ _____
City Attorney Date

T:\AGENDA\2013\December 11\JCS Waiver of competitive bidding. reso.doc

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

11-23-13

City Attorney Date

MIAMIBEACH

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

OFFICE OF THE CITY MANAGER
Tel: 305.673.7010, Fax: 305.673.7782

December 11, 2013

Jewish Community Services of South Florida, Inc.
Attn: Fred Stock, Executive Director
735 NE 125th Street
North Miami, Fl. 33161
(305) 403-6521

Re: LETTER OF AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA, INC. (JCS) FOR PROVISION OF CERTAIN SANITATION SERVICES THROUGH JCS'S HOPE PROGRAM.

Dear Mr. Stock:

The foregoing Letter Agreement shall confirm the understanding between the City of Miami Beach, Florida (hereinafter referred to as the City) and Jewish Community Services Of South Florida, Inc., a not for profit corporation (hereinafter referred to as JCS or Contractor), pertaining to Contractor's engagement to improve cleanliness of certain City of Miami Beach right-of-ways, swale areas, and streets and gutters.

Through Contractor's HOPE Program, homeless and formerly homeless individuals are provided with needed employment in exchange for cleaning designated City right-of-ways, swale areas, and streets and gutters.

- ***Scope of Work (Services)*** - The Contractor shall provide litter control and sanitation support services (the Services), including sweeping, and litter removal, on swale areas, streets and gutters in the areas from 5th to 11th Streets, between Lenox and Meridian Avenues (the Targeted Areas), from 6 am to 11 am, Monday through Fridays. The City's Sanitation Division shall monitor the Targeted Areas on a daily basis, and include such Areas for assessment in the City's *Cleanliness Index* program. JCS must score a minimum of 1.5 on the City's *Cleanliness Index Assessments* (with 1 being Extremely Clean and 5 being Extremely Dirty) for the Targeted Areas.

- **Compensation** - Contractor's total compensation during the Term of this Agreement shall not exceed the maximum allowable sum of Forty Thousand Dollars ($40,000).

- *(*)* Provision of Services for Two Hundred and Sixty (260) days, at One Hundred Fifty Three Dollars and Eighty-Four Cents ($153.84) per day, for a maximum not to exceed Forty Thousand Dollars ($40,000).

- ***Invoicing*** - Contractor shall submit Monthly Invoices and Monthly Service Summary Reports (template attached) to Rhonda McPherson, Assistant Division Director, Division of Sanitation, 140 MacArthur Causeway, Miami Beach, Florida, 33139.

- ***Method Of Payment*** - Payments shall be made within thirty (30) days of the date of invoice, in a manner satisfactory to and as approved and received by the City Manager and/or her designee, who shall be the City's Assistant Division Director, Division of Sanitation.

- ***Responsibility Of The Contractor*** – Any individual selected by Contractor to perform services under this Agreement must be pre-screened and meet JCS's Rehabilitation and Employment Division criteria by completing treatment and counseling programs to address issues that were barriers to employment, and living in either transitional or permanent housing. All laborers will be supervised by a supervisor provided by the Contractor.

- ***Duration And Extent Of Agreement (Term)*** – The Term of this Agreement shall commence upon issuance of Notice To Proceed, by the City and shall terminate no later than September 30, 2014.

- ***Indemnification*** - Contractor agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its employees, agents, sub-contractors, or any other person or entity acting under Contractor's control, in connection with the Contractor's performance of the Services pursuant to this Agreement; and to that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

- ***Termination for Convenience of City*** - The City may, for its convenience and without cause, terminate this agreement at any time during the term hereof by giving written notice to Contractor of such termination, which shall become effective seven (7) days following receipt by the Contractor of the written termination notice. In that event, any finished or unfinished documents and other materials prepared and or otherwise compiled by Contractor pursuant to its provision of the Services, shall be promptly assembled and delivered to the City, at Contractor's sole cost and expense. if the Agreement is terminated by the City, Contractor shall be paid for any Services satisfactorily performed, as determined by the City Manager or his/her authorized designee, in their respective sole discretion and judgment, up to the date of termination; provided, however, that as a condition precedent to such payment, Contractor shall have delivered any and all documents, materials, etc, to City, as required herein.

- ***Insurance Requirements*** - The Contractor shall not commence any work and/or Services pursuant to this Agreement until the required insurance below has been obtained, and such insurance has been reviewed and approved by the City's Risk Manager. Contractor shall maintain and carry in full force during the Term of this Agreement the following insurance:

    1. Contractor General Liability, in the amount of $1,000,000.
    2. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

All insurance required hereunder must be furnished by insurance companies authorized to do business in the State of Florida. Original certificates of insurance for the above coverage must be submitted to the City's Risk Manager at the Office of the Risk Manager of the City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139. The Contractor is solely responsible for obtaining and submitting all insurance certificates for its sub-contractors.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Compliance with the foregoing requirements shall not relieve the Contractor of the liabilities and obligations under this Section or under any other portion of this Agreement, and the City shall have the right to obtain from the Contractor specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required overage.

All of Contractor's certificates, as required, shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

If the aforestated meets with your approval, please acknowledge and execute same in the space provided below. Upon execution by the City Manager (on behalf of the City), we will forward a fully executed copy to you for your records.

Sincerely,

Eric T. Carpenter, P.E.
Public Works Director

I have read this letter agreement and fully understand same, agree to be bound by the terms and conditions contained herein.

Contractor/Jewish Community Services
Of South Florida

By: _____
Contractor Signature

_____
Print Name

_____
Date

The City/City of Miami Beach

By: _____
Jimmy Morales
City Manager

_____
Date

JM/MT/EC

Cc: Jimmy Morales, City Manager
Mark Taxis, Assistant City Manager
Raul J. Aguila, Chief Deputy City Attorney

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

11/23/13

City Attorney **Date**

City of Miami Beach
Division of Sanitation

MIAMI BEACH

Services Report

Provider Jewish Community Services of So. Fl., Inc.

Reporting Month
Reporting Date

Services Summary

The following streets were cleaned during this reporting period:

	Lennox & 5th Street		Lennox & 6th Street
	Lennox & 7th Street		Lennox & 8th Street
	Lennox & 9th Street		Lennox & 10th Street
	Lennox & 11th Street		Michigan & 5th Street
	Michigan & 6th Street		Michigan & 7th Street
	Michigan & 8th Street		Michigan & 9th Street
	Michigan & 10th Steet		Michigan & 11th Street
	Meridian & 5th Street		Meridian & 6th Street
	Meridian & 7th Street		Meridian & 8th Street
	Meridian & 9th Street		Meridian & 10th Street
	Meridian & 11th Street		Meridian & 12 th Street
	Meridian & 13th Street		Meridian & 14th Street
	Meridian & 14th Court		

Notes/Service Comments

Signature of Submitter

Date of Submission

Condensed Title:

Request For Approval To Issue A Request For Qualifications (RFQ) For An Insurance Broker of Record For Property And Liability Insurance.

Key Intended Outcome Supported:

Improve the City's overall financial health and maintain overall bond rating; ensure expenditure trends are sustainable over the long term

Item Summary/Recommendation:

On December 10, 2008, the Mayor and City Commission approved a new professional services agreement for broker services, with Arthur J. Gallagher and Co. for a period of three (3) years with two (2), one-year options to renew. This agreement expires January 25, 2014. Although this Item was advertised with a $25,000 Brokerage Fee, the City and the selected broker agreed to an alternative fee arrangement. The arrangement eliminated the $25,000 cost to the City. The broker negotiated with insurers on our accounts, from whom they got competitive rates and compensation. This is a common industry practice, and compensation received by the broker is disclosed to the City at renewal of its programs. The compensation generally ranges from 2-3% of the insurance coverage

The City self-insures for most liability exposures and worker's compensation. The City currently purchases the following insurance utilizing the services of an insurance broker:

Exposure/Type	Annual Premium
Property (All Risk- includes windstorm with sub-limit of $10million)	$ 1,455,787
Boiler and Machinery	$ 16,332
Flood (NFIP)	$ 361,104
Under Ground Storage Tank	$ 5,023
Fine Arts (including special exhibits)	$ 44,005
Crime	$ 2,615

It is the City's intent, through the referenced RFQ, to solicit proposals for an agent/broker to be appointed Broker of Record for a three (3) year period, with two (2), one-year options to renew, for the above listed insurance requirements. In the event that the City would require insurance coverage in addition to those stated above, the City will have the option of acquiring through the selected broker of record.

RECOMMENDATION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission approve the issuance of an RFQ for the broker services, and authorize a month-to-month extension to Arthur J. Gallagher and Co. agreement until a new contract is executed.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	N/A	
	2		
	3		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SC-T SC-T AD	KGB	JLM

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MIAMIBEACH

AGENDA ITEM C7G
DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR AN INSURANCE BROKER OF RECORD, FOR PROPERTY AND LIABILITY INSURANCE AS NEEDED FOR THE CITY OF MIAMI BEACH, FLORIDA; AUTHORIZING A MONTH-TO-MONTH EXTENSION TO ARTHUR J. GALLAGHER AND CO. AGREEMENT UNTIL A NEW CONTRACT IS EXECUTED**

ADMINISTRATION RECOMMENDATION

Approve the issuance of the RFQ.

BACKGROUND

On December 10, 2008, the Mayor and City Commission approved Resolution # 2008-26965, authorizing the City to enter into a professional services agreement for insurance broker services with Arthur J. Gallagher and Co. for a period of three (3) years with two (2), one-year options to renew. This agreement will expire January 25, 2014.

Although this Item was advertised with a $25,000 Brokerage Fee, the City and the selected broker agreed to an alternative fee arrangement. The arrangement eliminated the $25,000 cost to the City. The broker negotiated with insurers on our accounts, from whom they got competitive rates and compensation. This is a common industry practice, and compensation received by the broker is disclosed to the City at renewal of its programs. The compensation generally ranges from 2-3% of the insurance coverage.

The City self-insures for most liability exposures and worker's compensation and currently purchases the following insurance utilizing the services of the insurance broker, Arthur J. Gallagher and Co.

Exposure/Type	Annual Premium
Property (all risk: includes windstorm with sub-limit of $10 million)	$ 1,455,787
Boiler and machinery	$ 16,332
Flood (NFIP)	$ 361,104
Underground storage tank	$ 5,023
Fine arts (including special exhibits)	$ 44,005
Crime	$ 2,615

SCOPE OF SERVICES

The City requires that the selected broker/agent provide, at a minimum, the following professional services related to the City's property, boiler and machinery, environmental, liability or other lines of insurance coverage, as needed:

* Provide assistance to the City's Risk Manager in determining the City's commercial insurance needs.
* Prepare reports informing the City's Risk Manager regarding insurance market conditions that may affect the City's insurance policies and risk exposures prior to policy renewal.
* Prepare bid specifications and underwriting data (subject to the approval of the City's Risk Manager) to submit to acceptable insurance markets for the purpose of obtaining quotations for insurance coverage.
* Upon direction from the City, approach all acceptable insurance companies on behalf of the City, and obtain written, competitive quotes for insurance coverage. A complete list of the companies contacted, along with their response, must also be submitted.
* Present to the City all insurance coverage proposals obtained. This report must contain a comprehensive analysis by the broker of the proposals obtained with recommendations for the selection of one proposal for the particular risk to be covered.
* Negotiate, on behalf of and with direction from the City, with insurance carriers to obtain the best prices, terms and conditions available.
* Review all insurance policies and invoices received for insurance policies purchased by the City to assure their accuracy and appropriateness.
* Review and evaluate existing City insurance policies to provide recommendations for possible improvement of price, terms, and conditions.
* Service existing insurance policies as necessary. This includes, but is not limited to, issuing certificates of insurance to provide evidence of coverage, promptly making policy changes and obtaining endorsements.
* Report any claims to the insurance carrier and monitor the handling and disposition of the claim to assure the City's insurance policy rights are protected.
* Provide an annual report summarizing all insurance coverage in place, anticipated market conditions, recommendations and strategies.

CONCLUSION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission authorize the issuance of a Request for Qualifications (RFQ) for an Insurance Broker of Record, for Property and Liability Insurance as needed for the City of Miami Beach, Florida, and authorize a month-to-month extension to Arthur J. Gallagher and Co. contract until a new contract is executed.

Attachment

JLM/KGB/SC-T

T:\AGENDA\2013\December 11\Procurement\Broker of Record\Commission Memo - RFQ for Ins Broker of Rcd.doc

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 2014-056MF

INSURANCE BROKER OF RECORD FOR PROPERTY AND LIABILITY INSURANCE AS NEEDED FOR THE CITY OF MIAMI BEACH

MIAMIBEACH

DEPARTMENT OF PROCUREMENT MANAGEMENT, 3RD Floor
1700 Convention Center Drive Miami Beach, FL 33139
305-673-7490

MIAMIBEACH

RFQ 2014-056MF

INSURANCE BROKER OF RECORD FOR PROPERTY AND LIABILITY INSURANCE

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786-394-4003

PUBLIC NOTICE

Sealed proposals, as detailed herein, will be received until 3:00 PM on, January 17, 2014, at the following address:

City of Miami Beach City Hall
Department of Procurement Management – Third Floor
Attn: Marta Fernandez-Rubio, Procurement Coordinator
1700 Convention Center Drive
Miami Beach, Florida 33139

ANY PROPOSAL RECEIVED AFTER 3:00 PM ON THE PROPOSAL DUE DATE WILL BE RETURNED TO THE PROPOSER UNOPENED, AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING PROPOSALS BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE PROPOSER. THE CITY WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR ANY OTHER ENTITY OR OCCURRENCE.

The City utilizes ***PublicPurchase*** for automatic notification of bidding opportunities and document fulfillment, including the issuance of any addendum to this RFQ. This system allows vendors to register online and receive notification of new bids, addendums and awards. Registration is available through www.publicpurchase.com.

Any prospective proposer who has received this RFQ by any means other than through ***PublicPurchase*** must register immediately with ***PublicPurchase*** to assure receipt of any addendum issued to this RFQ. Prospective proposers are solely responsible for assuring they have received any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal submitted.

Proposers are hereby advised that this RFQ is subject to the following City of Miami Beach code provisions, which may be found on the City of Miami Beach website: www.miamibeachfl.gov/procurement.

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS..... CITY CODE SECTION 2-372
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374

All questions or requests for clarifications must be received by the procurement contact named above no later than **five (5) calendar days** prior to the scheduled RFQ due date. The City Clerk, rafaelgranado@miamibeachfl.gov, must be copied on any question or comment submitted in response to this RFQ. All responses to questions and/or requests for clarifications submitted within the time period provided herein will be sent to Proposers in the form of a written addendum to this RFQ.

THE CITY OF MIAMI BEACH RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE CITY; OR WAIVE ANY IRREGULARITY AND/OR INFORMALITY IN ANY PROPOSAL; OR REJECT ANY AND/OR ALL PROPOSALS.

Sincerely,

Alex Denis, CPPO
Procurement Director

MIAMIBEACH

City of Miami Beach,
1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT Division
Tel: 305.673.7490 Fax: 786.394.4003

NOTICE OF NO RESPONSE

If not submitting a Proposal at this time, please detach this sheet from the RFQ documents, complete the information requested, and return to the address listed above.

NO PROPOSAL SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

___ Not responding due to workload issues

___ Not responding due to minimum qualifications requirements

___ Not responding due to scope of services

___ Not responding due to project's size and/or complexity

___OTHER. (Please specify) _____

Note: Failure to respond, either by not submitting a proposal or this completed form, may result in your company being removed from the City's bid list.

We do_____ do not_____ want to be retained on your mailing list for future proposals for the type or product and/or service.

Signature: _____

Title: _____

Company: _____

Feedback
The City of Miami Beach is interested in continuously improving the process through which it acquires required goods and services. Your feedback is important. Please provide any comments or suggestions which may assist the City in this endeavor, including information on requirements, timelines, and solicitation forms.

_____

_____

_____

_____

_____

_____

_____

SECTION I - OVERVIEW AND PROPOSAL PROCEDURES

A. INTRODUCTION / BACKGROUND

The City of Miami Beach is seeking to enter into a professional services agreement for insurance broker services. The City self-insures for most liability exposures and worker's compensation and currently purchases the following insurance utilizing the services of the insurance broker, Arthur J. Gallagher and Co.

Exposure/Type	Annual Premium
Property (all risk: includes windstorm with sub-limit of $10 million)	$ 1,455,787
Boiler and machinery	$ 16,332
Flood (NFIP)	$ 361,104
Underground storage tank	$ 5,023
Fine arts (including special exhibits)	$ 44,005
Crime	$ 2,615

The purpose of this RFQ is to select a qualified insurance broker(s) with whom the City may negotiate a contract for services, including applicable fees or commissions.

B. RFQ TIMETABLE

The ***tentative schedule*** for this RFQ is as follows:

RFQ Issued	December 12, 2013
Pre-Proposal Meeting	January 3, 2014
Deadline for Receipt of Questions	January 7, 2014
Proposals Due	January 17, 2014
Evaluation Committee Review	To Be Determined
Tentative Commission Approval Authorizing Negotiations	To Be Determined
Contract Negotiations	Following Commission Approval

C. PROPOSAL SUBMISSION DUE DATE

An original and ten (10) copies of complete Proposals, plus one electronic copy (CD or flash drive), must be received **no later than 3:00 p.m. on the dated stated in Section 1(B)**, at the following address:

City of Miami Beach City Hall
Procurement Division -- Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139

The original and all copies, including the electronic copy, must be submitted to the Procurement Division in a sealed package clearly noted with the Proposer's name, address, and RFQ number and title. **No facsimile, electronic, or e-mail Proposals will be considered.**

THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL IN RESPONSE TO THIS RFQ, ON OR BEFORE THE STATED TIME AND DATE, WILL BE SOLELY AND STRICTLY THAT OF THE PROPOSER. THE CITY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR BY ANY OTHER ENTITY OR OCCURRENCE.

ANY PROPOSAL RECEIVED AFTER THE STATED DUE DATE WILL BE RETURNED TO THE PROPOSER UNOPENED. PROPOSALS RECEIVED AFTER THE RFQ DUE DATE AND TIME WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED.

D. PRE-PROPOSAL SUBMISSION MEETING

A Pre-Proposal Submission Meeting will be held on the date noted in Section 1(B) **at 10:00 a.m.** at the following address:

City of Miami Beach City Hall
4th Floor, City Manager's Large Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is **not** mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1-888-270-9936 (Toll-free North America)
(2) Enter the MEETING NUMBER: 1142644#

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in Section E of this RFQ expressing their intent to participate via telephone.

E. CONTACT INFORMATION

Contact:	Telephone:	Email:
Marta Fernandez-Rubio, CPPB	305-673-7000, Extension 6263	mfernandezrubio@miamibeachfl.gov

All questions and/or requests for clarifications pertaining to this RFQ must be made **in writing** to the Procurement Division. Facsimile or e-mail requests are acceptable. Please send all questions and/or requests for clarifications to the contact named above, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov, no later than the date specified in the RFQ timetable.

F. RESPONSE TO QUESTIONS & ADDENDUM TO RFQ

The Procurement contact will issue replies to questions, requests for clarifications, and/or any other corrections or amendments to this RFQ, as he/she deems necessary, in written addenda issued prior to the deadline for responding to the RFQ. Proposers should not rely on representations, statements, or explanations (whether verbal or written), other than those made in this RFQ or in any written addendum to this RFQ. **Proposers should verify with the Department of Procurement Management prior to submitting a Proposal that all addenda have been received.**

G. CONE OF SILENCE

Pursuant to the City's Cone Of Silence Ordinance, as codified in Section 2-486 of the City Code, proposers are advised that oral communications between the proposer, or their representatives and 1) the Mayor and City Commissioners and their respective staff; or 2) members of the City's Administrative staff (including but not limited to the City Manager and his staff); or 3) Evaluation Committee members, are prohibited.

H. MODIFICATION/WITHDRAWALS OF PROPOSALS

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered.

Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

I. RFQ POSTPONEMENT/CANCELLATION/REJECTION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ, or in any Proposals received as a result of this RFQ.

J. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

K. EXCEPTIONS TO RFQ

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

L. FLORIDA PUBLIC RECORDS LAW

Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the Proposals, whichever is earlier.

M. NEGOTIATIONS

The City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that by submitting a Proposal, no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to; approved by the City; and executed by the parties.

N. PROTEST PROCEDURE

Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures (Ordinance No. 2002-3344), as codified in Sections 2-370 and 2-371 of the City Code. **Protests not timely made pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

O. OBSERVANCE OF LAWS

Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFQ (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

P. DEFAULT

Failure or refusal of the successful Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a Proposal before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City. Where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

Q. CONFLICT OF INTEREST

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

R. PROPOSER'S RESPONSIBILITY

Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

S. RELATIONSHIP TO THE CITY

It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

T. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

U. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS

This RFQ is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws as same may be amended from time to time. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their Proposals, in the event of such non-compliance.

V. CONE OF SILENCE

This RFQ is subject to, and all Proposers are expected to be or become familiar with, the City's Cone of Silence requirements, as codified in Section 2-486 of the City Code as same may be amended from time to time. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their Proposal voidable, in the event of such non-compliance.

W. DEBARMENT ORDINANCE

This RFQ is subject to, and all Proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code, and as same may be amended from time to time.

X. COMPLIANCE WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS

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

Y. CODE OF BUSINESS ETHICS

Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its bid/response or within five (5) days upon receipt of request.

The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics laws of the City of Miami Beach and Miami Dade County.

Z. AMERICAN WITH DISABILITIES ACT (ADA)

Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673-7000, Extension 2984.

AA. ACCEPTANCE OF GIFTS, FAVORS, SERVICES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

SECTION II –MINIMUM QUALIFICATIONS REQUIREMENTS

In order to be considered, Proposers shall provide evidence of the following minimum requirements:

- State of Florida insurance license
- Acted as a full-service Agent/Broker for a Florida local government for at least three (3) consecutive years within the past five (5) years, and have expertise in the fields of property and liability insurance programs
- Staffed office in the Tri-County region (Miami-Dade, Broward or Palm Beach Counties) with a qualified staff member of the firm to serve as the primary contact for the City of Miami Beach, and a secondary contact to serve in the absence of the primary contact

SECTION III – SCOPE OF SERVICES

The City requires that the selected broker/agent provide at a minimum, the following professional services related to the City's property, boiler and machinery, environmental, liability or other lines of insurance coverage, as needed:

- Provide assistance to the City's Risk Manager in determining the City's commercial insurance needs.
- Prepare reports informing the City's Risk Manager regarding insurance market conditions that may affect the City's insurance policies and risk exposures prior to policy renewal.
- Prepare bid specifications and underwriting data (subject to the approval of the City's Risk Manager) to submit to acceptable insurance markets for the purpose of obtaining quotations for insurance coverage.
- Upon direction from the City, approach all acceptable insurance companies on behalf of the City, and obtain written, competitive quotes for insurance coverage. A complete list of the companies contacted, along with their response, must also be submitted.
- Present to the City all insurance coverage proposals obtained. This report must contain a comprehensive analysis by the broker of the proposals obtained with recommendations for the selection of one proposal for the particular risk to be covered.
- Negotiate, on behalf of, and with direction from the City with all insurance carriers to obtain the best prices, terms and conditions available.
- Review all insurance policies and invoices received for insurance policies purchased by the City to assure their accuracy and appropriateness.
- Review and evaluate existing City insurance policies to provide recommendations for possible improvement of price, terms, and conditions.
- Service existing insurance policies as necessary. This includes, but is not limited to, issuing certificates of insurance to provide evidence of coverage, promptly making policy changes and obtaining endorsements.
- Report any claims to the insurance carrier and monitor the handling and disposition of the claim to assure the City's insurance policy rights are protected.
- Provide an annual report summarizing all insurance coverage in place, anticipated market conditions, recommendations and strategies.

TERM OF CONTRACT

The agreement entered into as a result of this RFQ shall remain in effect for three (3) years; provided that the services rendered by the Bidder during the contract period are satisfactory and that City funding is available as appropriated on an annual basis. The City, through its City Manager, shall have the option to renew this contract for an additional two (2) one-year periods on a year-to-year basis.

SECTION IV – PROPOSAL FORMAT

In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be presented in a three (3) ring binder and should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references.

TAB 1	Minimum Qualification Requirements

Submit detailed verifiable information affirmatively documenting compliance with minimum eligibility requirements established in Section II. Proposers that do not comply with minimum qualification requirements will be deemed non-responsive and not considered.

TAB 2	Experience & Qualifications.

Tab 2.1 Qualifications of Proposing Firm. Describe experience and qualifications of the Proposer in performing the services sought in this RFQ or a related business, including:

- Firm History & Prior Experience
- Documentable, proven track record of providing the scope of services similar as identified in this solicitation.
- Experience in providing similar scope of services to public sector agencies.

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

Tab 2.3: Financial Capacity.

DUN & BRADSTREET REPORTS. The prospective Provider shall pay D&B to send the Supplier Qualifier Report (SQR) to the prospective Provider and the Department through electronic means. The cost of the preparation of the D&B report shall be the responsibility of the prospective Provider. The prospective Provider shall request the report from D&B at https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

In addition to the D&B information, the City may require proposers shall submit financial statements for each of their last two complete fiscal years within ten (10) calendar days, upon written request. Such statements should include, as a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). When the submittal is from a co venture, each Proposers involved in the co venture must submit financial statements as indicated above

Tab 2.4 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed. Through the information provided in Appendix A, proposer's financial capacity, litigation history, past performance, as well as other factors, may be assessed.

TAB 3	Scope of Services Proposed

Submit detailed information on the services provided by the broker/agent that include, at a minimum, the requirements detailed under section III of the RFQ.

Include any value-added services not specifically detailed herein but related to the required scope of services.

SECTION V – EVALUATION / SELECTION PROCESS

The procedure for response, evaluation and selection will be as follows:

1. The RFQ will be issued
2. A Pre-Proposal Submission Meeting with potential Proposers will be conducted.
3. All timely received Proposals will be opened and listed.
4. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the RFQ. If further information is desired, Proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
5. The Evaluation Committee will recommend to the City Manager the Proposer or Proposers that it deems to be the best candidate(s) by using the following evaluation criteria:

Total Points	Evaluation Criteria
35	Proposer Experience and Qualifications, including: Experience of Firm Experience of Team Financial Capacity Other Qualifications pursuant to information submitted in Appendix A
35	Scope of Services Proposed
30	Approach and Methodology

LOCAL PREFERENCE: The City, through the Procurement Department, will assign an additional five (5) points to Proposers which are a Miami Beach-based vendor as defined in the City's Local Preference Ordinance.

VETERANS PREFERENCE: The City, through the Procurement Department, will assign an additional five (5) points to Proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise, as defined in the City's Veterans Preference Ordinance.

6. The City Manager shall recommend to the City Commission the Proposal or Proposals which he deems to be in the best interest of the City.
7. The City Commission shall consider the City Manager's recommendation and, if appropriate, approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.
8. Negotiations between the City and the selected Proposer(s) will take place to arrive at a mutually acceptable Agreement. If the City Commission has so directed, the City may proceed to negotiate an Agreement with a proposer other than the top-ranked proposer.
9. The final proposed agreement(s) will be presented to the City Commission for approval.
10. If the agreement(s) are approved by the City Commission, the Mayor and City Clerk shall execute the contract(s), after the Proposer (or Proposers) has (or have) done so.

BY SUBMITTING A PROPOSAL, ALL PROPOSERS SHALL BE DEEMED TO UNDERSTAND AND AGREE THAT NO PROPERTY INTEREST OR LEGAL RIGHT OF ANY KIND SHALL BE CREATED AT ANY POINT DURING THE AFORESAID EVALUATION/SELECTION PROCESS UNTIL AND UNLESS A CONTRACT HAS BEEN AGREED TO AND SIGNED BY BOTH PARTIES.

SECTION VI – SPECIAL TERMS AND CONDITIONS: INSURANCE REQUIREMENTS

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

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

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

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

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3RD FLOOR
MIAMI BEACH, FL 33139

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

SECTION VII – GENERAL CONDITIONS

1. **GENERAL TERMS AND CONDITIONS.** It is the responsibility of the Proposer to become thoroughly familiar with the Proposal requirements, terms and conditions of this solicitation. Ignorance by the Proposer of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid to the Proposer.

2. **TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.

3. **MISTAKES.** Reference Section I of this Solicitation.

4. **CITY'S RIGHT TO WAIVE OR REJECT PROPOSALS.** Reference Section I of this Solicitation

5. **INTERPRETATIONS.** Reference Section I of this Solicitation.

6. **LATE SUBMISSION.** Reference Section I of this Solicitation

7. **LEGAL REQUIREMENTS.** Reference Section I of this Solicitation

8. **PATENTS & ROYALTIES.** The proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

9. **OSHA.** The proposer warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Proposal shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the proposer.

10. **MANNER OF PERFORMANCE.** Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of this contract.

11. **SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

12. **ANTI-DISCRIMINATION.** The proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

13. **AMERICAN WITH DISABILITIES ACT.** Reference Section I.Z of this Solicitation.

14. **PROPOSAL BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.** Proposal Bonds, when required, shall be submitted with the proposal in the amount specified in the Special Conditions. After acceptance of the proposal, the City will notify the successful proposer to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.

15. **DEFAULT.** Reference Section I of this Solicitation.

16. **PROTEST.** Reference Section I of this Solicitation.

17. **CLARIFICATION AND ADDENDA TO PROPOSAL SPECIFICATIONS:** Reference Section I of this Solicitation.

18. **ASSIGNMENT.** The successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

19. **LAWS, PERMITS AND REGULATIONS.** Reference Section I of this Solicitation.

20. **ELIMINATION FROM CONSIDERATION.** This proposal shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.

21. **COLLUSION.** Where two (2) or more related parties each submit a proposal or proposals for any contract, such proposals or proposals shall be presumed to be **collusive.** The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such proposal or proposals. "Related parties" means proposer s or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract, or in which a parent company or the principals thereof of one (1) proposer have a direct or indirect ownership interest in another proposer for the same contract. Proposal or proposals found to be collusive shall be rejected.

    Proposers who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive proposal ding may be terminated for cause.

APPENDIX A

MIAMIBEACH

Proposal Certification, Questionnaire & Requirements Affidavit

RFQ 2014-056

For Insurance Broker of Record for Property and Liability Insurance

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive, Third Floor
Miami Beach, Florida 33139

Solicitation No: RFQ 2014-056	Solicitation Title: Insurance Broker of Record for Property and Liability Insurance	
Procurement Contact: Marta Fernandez-Rubio	Tel: 305-673-7000 Ext. 6263	Email: mfernandezrubio@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed with your proposal or within three (3) days of request by the City.**

1. **General Proposer Information.**

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

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

2. **Miami Beach Based (Local) Vendor**. Is proposer a Miami Beach based firm?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

3. **Veteran Owned Business.** Is proposer a veteran owned business?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to City Code Section 2-347.

4. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect.

SUBMITTAL REQUIREMENT: Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past five (5) years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

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

SUBMITTAL REQUIREMENT: Proposer shall submit a minimum of three (3) references, including the following information: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

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

☐ YES ☐ NO

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

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

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

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

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business

Ethics, proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

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

- Commencing with City fiscal year 2013-14 (October 1, 2013), the hourly living rate will be $11.28/hr with health benefits, and $12.92/hr without benefits.

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

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

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

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

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be

~~reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.~~

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

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

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

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

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

DISCLOSURE AND DISCLAIMER SECTION

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

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

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

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

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

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

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

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

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

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

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

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

PROPOSER CERTIFICATION

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

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

ATTEST:

State of: _____

County of: _____

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

_____

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

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR AN INSURANCE BROKER OF RECORD, FOR PROPERTY AND LIABILITY INSURANCE AS NEEDED FOR THE CITY OF MIAMI BEACH, FLORIDA; AND AUTHORIZING A MONTH-TO-MONTH EXTENSION TO ARTHUR J. GALLAGHER AND CO. AGREEMENT UNTIL A NEW CONTRACT IS AWARDED AND EXECUTED

WHEREAS, on December 10, 2008, the City Commission approved Resolution No. 2008-26965, authorizing the City to enter into a professional services agreement with Arthur J. Gallagher and Co. to provide insurance broker of record services (the Agreement) ; and

WHEREAS, on January 25, 2014, said Agreement will expire and the City is seeking to solicit proposals for an agent/broker to be selected as the City's Broker of Record; and

WHEREAS, the Administration requests authorization to issue the attached Request for Qualifications (RFQ) for an Insurance Broker of Record, for Property and Liability Insurance, and further requests that the City Commission approve a month-to-month extension of the City's current Agreement with Arthur J. Gallaher and Co., until such time as a new contract is awarded and entered into.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the issuance of a Request for Qualifications for an Insurance Broker of Record, for Property and Liability Insurance, and further approve and authorize a month-to-month extension of the City's current Agreement with Arthur J. Gallagher and Co. until such time as a new contract is awarded and entered into.

PASSED AND ADOPTED this _____ day of _____2013.

ATTEST:

_____ _____

Rafael Granado, City Clerk Philip Levine, Mayor

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

12-2-13

City Attorney Date

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Consenting To An Assignment Of The Existing Agreement Between The City And Horizon Investigation Service, Inc. ("Horizon") (As Assignor), To Proven Investigation, L.L.C. (As Assignee) With Such Approval And Consent Effective Upon Execution Of Assignment By The Mayor And City Clerk.

Key Intended Outcome Supported:

Control Costs Of Payroll, Including Salary And Fringes/Minimize Taxes/Ensure Expenditure Trends Are Sustainable Over The Long Term.

Supporting Data: N/A

Item Summary/Recommendation:

On August 26, 2011, the City of Miami Beach entered into a Professional Services Agreement (the "Agreement") with Horizon Investigations, Inc., pursuant to RFP 16-10/11, for investigative (surveillance related) and adjusting services for selected tort liability and workers' compensation claims on an "as needed" basis. The primary contact for the City at Horizon Investigations has been Mr. Lee Goldwich. In a letter dated September 26, 2013, Mr. Juan Rey, CEO of Horizon Investigations requested that the contract be assigned to Proven Investigations, Inc. (Assignee) (see Attachment A).

Proven Investigations is qualified to perform the scope of work of the agreement and has acknowledged assumption of the remaining obligations and responsibilities originally undertaken by Horizon (see Attachment B). Mr. Goldwich, who is now a principal of Proven Investigations, was the lead investigator for City work while at Horizon and he will continue to be the person at Proven who will meet all of the City's requirements with regard to the scope of the agreement. The City is pleased with the services delivered by Mr. Goldwich and recommends continuing with this business relationship.

Invoices rendered for work performed under the Agreement prior to the Assignment being executed by the Mayor and City Clerk shall be paid by the City to the Assignor, and any invoices rendered for work performed under the Agreement after execution shall be paid by the City to Proven Investigations, L.L.C., the Assignee.

RECOMMENDATION

Based on aforementioned, the Administration recommends that the Mayor and City Commission approve the assignment of Horizon Investigations, Inc., Agreement for investigative and adjusting services for selected tort liability and workers' compensation claims to Proven Investigations, L.L.C., effective upon execution of assignment by the Mayor and City Clerk.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SCT AD	KGB	JLM

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MIAMIBEACH

AGENDA ITEM C7H
DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND CONSENTING TO AN ASSIGNMENT OF THE EXISTING AGREEMENT BETWEEN THE CITY AND HORIZON INVESTIGATIONS, INC. ("HORIZON") (AS ASSIGNOR), TO PROVEN INVESTIGATION, L.L.C. (AS ASSIGNEE) WITH SUCH APPROVAL AND CONSENT EFFECTIVE UPON EXECUTION OF ASSIGNMENT BY THE MAYOR AND CITY CLERK.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Control costs of payroll including salary and fringe; minimize taxes; and ensure expenditure trends are sustainable over the long term.

ANALYSIS

On August 26, 2011, the City of Miami Beach entered into a Professional Services Agreement (the "Agreement") with Horizon investigations, Inc., pursuant to RFP 16-10/11, for investigative (surveillance related) and adjusting services for selected tort liability and workers' compensation claims on an "as needed" basis. The primary contact for the City at Horizon Investigations has been Mr. Lee Goldwich. In a letter dated September 26, 2013, Mr. Juan Rey, CEO of Horizon Investigations requested that the contract be assigned to Proven Investigations, Inc. (Assignee) (see Attachment A).

Proven Investigations is qualified to perform the scope of work of the agreement and has acknowledged assumption of the remaining obligations and responsibilities originally undertaken by Horizon (see Attachment B). Mr. Goldwich, now principal of Proven Investigations, will continue to lead all of the City's requirements with regard to the scope of the agreement.

Invoices rendered for work performed under the Agreement prior to the Assignment being executed by the Mayor and City Clerk shall be paid by the City to the Assignor, and any invoices rendered for work performed under the Agreement after execution shall be paid by the City to Proven Investigations, L.L.C., the Assignee.

CONCLUSION

Based on aforementioned, the Administration recommends that the Mayor and City Commission approve the assignment of Horizon Investigations, Inc., Agreement for investigative and adjusting services for selected tort liability and workers' compensation claims to Proven Investigations, L.L.C., effective upon execution of assignment by the Mayor and City Clerk.

Attachments
JLM/KGB/SC-T
T:\AGENDA\2013\October 16\Procurement\Consent to Assignment-Horizon - Memo.docx

ATTACHMENT A

Horizon Investigations, Inc.
PO Box 550103
Fort Lauderdale, FL 33355
Tel: (954) 986-9408
Fax: (954) 986-9409

September 26, 2013

Mr. Alex Denis
Procurement Director
Dept of Procurement Management
1700 Convention Center Drive
Miami Beach, FL 33139

Re: **REQUEST FOR PROPOSALS (RFP) NO. 16-10/11 FOR INVESTIGATIVE AND ADJUSTING SERVICES FOR SELECTED TORT LIABILITY CLAIMS AND WORKERS' COMPENSATION CLAIMS**

Dear Mr. Denis:

Horizon Investigations, Inc. hereby requests that the above contract be assigned from Horizon Investigations, Inc to Proven Investigations, LLC.

Sincerely,

Juan C. Rey

Juan C. Rey
CEO

Proven Investigations, LLC.
15751 Sheridan Street # 410
Fort Lauderdale, FL 33331
Tel: (954) 252-6669
Fax: (954) 986-9409

September 26, 2013

Marta Fernandez-Rubio, CPPB
Dept of Procurement Management
1700 Convention Center Drive
Miami Beach, FL 33139

Re: REQUEST FOR PROPOSALS (RFP) NO. 16-10/11 FOR INVESTIGATIVE AND ADJUSTING SERVICES FOR SELECTED TORT LIABILITY CLAIMS AND WORKERS' COMPENSATION CLAIMS

Dear Ms. Fernandez-Rubio:

I understand the contract referenced above is pending assignment from Horizon Investigations, Inc to Proven Investigations, LLC. I accept said assignment on behalf of Proven Investigations, LLC.

Sincerely,

PROVEN INVESTIGATIONS, LLC.

Lee S. Goldwich
Managing Member

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND CONSENTING TO AN ASSIGNMENT OF THE EXISTING AGREEMENT FOR INVESTIGATIVE AND ADJUSTING SERVICES FOR SELECTED TORT LIABILITY AND WORKERS' COMPENSATION CLAIMS ON AN "AS NEEDED" BASIS BETWEEN THE CITY AND HORIZON INVESTIGATIONS, INC. ("HORIZON") (AS ASSIGNOR), TO PROVEN INVESTIGATION, L.L.C. ("PROVEN") (AS ASSIGNEE), WITH SUCH APPROVAL AND CONSENT EFFECTIVE UPON EXCUTION OF ASSIGNMENT BY THE MAYOR AND CITY CLERK.

WHEREAS, on June 1, 2011, pursuant to Resolution No. 2011-27664, the City entered into a Professional Services Agreement with Horizon investigations, Inc. ("Horizon or Assignor"), for investigative (surveillance related) and adjusting services for selected tort liability and workers' compensation claims on an "as needed" basis ("Agreement"); and

WHEREAS, Horizon wishes to assign the Agreement to Proven Investigations, L.L.C. ("Proven" or "Assignee"); and

WHEREAS, the principal of Proven was the primary contact with the City while at Horizon Investigation, Inc., and the City wishes to continue contracting for his services; and

WHEREAS, pursuant to terms of the Agreement, an assignment requires the consent of the Mayor and City Commission; and

WHEREAS, the Administration has exercised its due diligence on Proven, the proposed Assignee, and recommends that the Mayor and City Commission approve and consent to the assignment from Horizon to Proven, and authorize the Mayor and City Clerk to execute the attached Consent to Assignment of the Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and consent to an assignment of the existing Agreement for Investigative and Adjusting Services for Selected Tort Liability and Workers' Compensation Claims on an "As Needed" Basis between the City and Horizon Investigations, Inc., to Proven Investigations, L.L.C.; with such approval and consent effective upon execution of the attached Consent to Assignment by the Mayor and City Clerk.

PASSED and **ADOPTED** this ____day of _____, 2013.

ATTEST:

By: _____
City Clerk
Rafael Granado

_____
Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11/15/13
Date

CONSENT TO ASSIGNMENT
AND
FIRST AMENDMENT
TO THE AGREEMENT FOR INVESTIGATIVE AND ADJUSTING SERVICES FOR SELECTED TORT LIABILITY AND WORKERS' COMPENSATION CLAIMS ON AN "AS NEEDED" BASIS, (CONTRACT NO. 16-10/11)

The Consent to Assignment and First Amendment to Agreement is entered into this _____ day of _____, 2013 ("Effective Date"), by and among the **CITY OF MIAMI BEACH** (the "City"), a Florida municipal corporation, whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139; **HORIZON INVESTIGATIONS, INC.** ("Assignor"), a Florida corporation, whose principal address is 5595 Orange Drive, Suite 202, Davie, Florida 33314, and **PROVEN INVESTIGATIONS, L.L.C.** ("Assignee"), a Florida limited liability company, whose principal address is 1008 Maldonado Drive, Pensacola Beach, Florida 32561.

WITNESSETH:

WHEREAS, on June 1, 2011, pursuant to Resolution No. 2011-27664, the City entered into a Professional Services Agreement with Horizon investigations, Inc. ("Horizon"), for investigative (surveillance related) and adjusting services for selected tort liability and workers' compensation claims on an "as needed" basis ("Agreement"); and

WHEREAS, Assignor wishes to assign the Agreement to Assignee; and

WHEREAS, pursuant to the Agreement, assignment of the Agreement requires the written consent of the Mayor and City Commission; and

WHEREAS, the City Administration has exercised its due diligence on the proposed Assignee and recommends said assignment; and

WHEREAS, Assignee will assume all of the Agreement obligations and responsibilities of Assignor under the Agreement; and

WHEREAS, the foregoing Consent to Assignment and First Amendment to the Agreement, shall have an effective date as of the Effective Date (as defined above), and remain in effect throughout the remainder of the Term of the Agreement.

NOW, THEREFORE, the City, Assignor, and Assignee, for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these presents mutually covenant and agree to assign and amend the Agreement, as follows:

1. The City of Miami Beach, Florida hereby consents to the assignment of the Agreement, from Horizon Investigations, Inc. (also referred to as the Assignor), to Proven Investigations, L.L.C. (also referred to as Assignee). Assignor and Assignee hereby acknowledge and agree to said assignment, and Assignee further agrees to be bound by the terms and conditions of the Agreement, as amended by this Consent to Assignment and First Amendment; all as further evidenced by the parties' execution of the Consent to Assignment, attached hereto and incorporated herein as Exhibit "A".

2. Assignee shall agree to furnish to the City's Risk Manager, Certificates of Insurance or endorsements evidencing the insurance coverage specified in the Agreement.

3. Section 4.15, entitled "Notices", on page 7 of the Agreement, shall be amended, in part (*deleted items ~~struck through~~ and inserted items underlined*), to reflect the new Contractor's contact information as follows:

TO CONTRACTOR: ~~Horizon Investigations, Inc.~~
~~Attn: Lee S. Goldwich~~
~~PO Box 550103~~
~~Ft. Lauderdale, Florida 333551~~
~~954-629-6595~~

Proven Investigations, L.L.C.
Attn: Lee S. Goldwich, Managing Member
1008 Maldonado Drive
Pensacola Beach, Florida 32561
954-252-6669

4. Except as otherwise specifically amended herein, all other terms and conditions of the Agreement, shall remain in full force and effect. In the event there is a conflict between the terms provided herein and the Agreement, the provisions of this Assignment and First Amendment shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
City Clerk
Rafael Granado

_____
Mayor

FOR CONTRACTOR:

ATTEST:

ASSIGNOR/
HORIZON INVESTIGATIONS, INC.:

By:_____
Secretary

_____
President

_____
Print Name

_____
Print Name

WITNESS:

ASSIGNEE/
PROVEN INVESTIGATIONS, L.L.C.:

_____

_____
Managing Member

_____
Print Name

_____
Print Name

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11/15/13
Date

EXHIBIT A

CONSENT TO ASSIGNMENT
INVESTIGATIVE AND ADJUSTING SERVICES FOR SELECTED TORT LIABILITY AND WORKERS' COMPENSATION CLAIMS ON AN "AS NEEDED" BASIS, CONTRACT NO. 16-10/11

This Consent to Assignment is being entered into this _____ day of _____, 2013 ("Effective Date"), by and between **Horizon Investigations, Inc.** ("Assignor"), a Florida corporation, whose principal address is 5595 Orange Drive, Suite 202, Davie, Florida 33314, and **Proven Investigations, L.L.C.** ("Assignee"), a Florida limited liability company whose principal address is 1008 Maldonado Drive, Pensacola Beach, Florida, 32561.

WITNESSETH, that for valuable consideration in hand paid by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee, and Assignee hereby accepts, all of its right, title and interest in and to the following described agreements:

1. Assignee agrees to be bound and shall comply with all legal terms and conditions, and responsibilities outlined in the Assignor's Professional Services Agreement with City (Contract No. 16-10/11).

2. Assignee shall agree to honor and maintain all required warranties and responsibilities for all previously completed projects by Assignor; and any ongoing project that the Assignor has with the City, as of the effective date of this Consent to Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

HORIZON INVESTIGATIONS, INC. (Assignor)

By_____ _____
President/ Signature **Date**

_____
Print Name

ATTEST:

_____
Secretary/ Signature

_____
Print Name

PROVEN INVESTIGATIONS, L.L.C. (Assignee)

By_____ _____
Managing Member / Signature **Date**

_____
Print Name

WITNESS:

_____
Signature

_____
Print Name

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals, Pursuant To Request For Proposals (RFP) No. 185-2013, For P25 Mobile Radio System Consulting Services.

Key Intended Outcome Supported:

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

Item Summary/Recommendation:

The City of Miami Beach (the "City") operates a Motorola equipped 800 MHz 10 channel trunked Public Safety Radio System, the System, in its designated Federal Communication Commission, FCC, jurisdiction. The System is currently on year eight (8) of a ten (10) year life cycle and it is not Project 25 (P25) compliant as defined by federal P25 standards. The City's goal is to replace the System with a new P25 compliant system before the 2016 timeframe. The system replacement time cycle, based on procurement of the existing system, is over two (2) years from issuance of the RFP to acceptance of a working system.

Through this RFP, the City seeks proposals from qualified consultants that can assist the City in determining ways to achieve compliance by the narrow-banded P25 directive issued by the FCC. The consultant may recommend that the City purchase a replacement P25 compliant radio system, or it can join with other agencies in purchasing and establishing a regional radio system or it can operate as a guest on a larger host's radio system.

On May 8, 2013, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 185-2013 for P25 Mobile Radio System Consulting Services. The RFP was issued on May 9, 2013, with an opening date of June 6, 2013. The solicitation was advertised and notices were released to prospective proposers. Proposals were received from eight (8) firms, with one firm deemed non-responsive.

On June 7, 2013, the City Manager via Letter to Commission (LTC) No. 197-2013, appointed an Evaluation Committee (the "Committee"). The Committee convened on October 29, 2013, to consider proposals received and short list responses. The Committee reconvened on November 5, 2013, for presentations of the short listed proposing firms and to submit a recommendation to the City Manager.

After the review of proposals, presentations by the proposers and deliberations by the Committee, a motion was presented by Charles Tear, and seconded by David Hernandez, and unanimously approved by all Committee members, to recommend entering into negotiations with the top-ranked proposer, Tusa Consulting Services; and should the Administration not be successful in negotiating an agreement with the top-ranked proposer, authorizing negotiations with the second-ranked proposer, RCC Consultants Inc.; and should the administration not be successful in negotiating an agreement with the second-ranked proposer, authorizing negotiations with the third-ranked proposer, ACD Telecom LLC.

RECOMMENDATION

In accordance with the recommendation of the Committee and the due diligence review by the City Manager, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Proposal (RFP) No. 185-2013, P25 Mobile Radio System Consulting Services; authorizing the administration to enter into negotiations with the top-ranked proposer, Tusa Consulting Services; and should the Administration not be successful in negotiating an agreement with the top-ranked proposer, authorizing negotiations with the second-ranked proposer, RCC Consultants Inc.; and should the administration not be successful in negotiating an agreement with the second-ranked proposer, authorizing negotiations with the third-ranked proposer, ACD Telecom LLC.

ADOPT THE RESOLUTION

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
OBPI	1	$60,000	552-6821-000999
	Total	$60,000	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD CT AS	KGB MT	JLM

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MIAMIBEACH

AGENDA ITEM C7I
DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 185-2013, FOR P25 MOBILE RADIO SYSTEM CONSULTING SERVICES.**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

FUNDING
Account Number: 552-6821-000999

BACKGROUND
The City of Miami Beach (the "City") operates a Motorola equipped 800 MHz 10 channel trunked Public Safety Radio System, the System, in its designated Federal Communication Commission, FCC, jurisdiction. The System is currently on year eight (8) of a ten (10) year life cycle and it is not Project 25 (P25) compliant as defined by federal P25 standards. The City's goal is to replace the System with a new P25 compliant system before the 2016 timeframe. The system replacement time cycle, based on procurement of the existing system, is over two (2) years from issuance of the RFP to acceptance of a working system.

Through this RFP, the City seeks proposals from qualified consultants that can assist the City in determining ways to achieve compliance by the narrow-banded P25 directive issued by the FCC. The consultant may recommend that the City purchase a replacement P25 compliant radio system, or it can join with other agencies in purchasing and establishing a regional radio system or it can operate as a guest on a larger host's radio system.

RFP PROCESS
On May 8, 2013, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 185-2013 for P25 Mobile Radio System Consulting Services. A pre-proposal conference to provide information to the prospective proposers was held on May 20, 2013. The RFP was issued on May 9, 2013, with an opening date of June 6, 2013. Twelve (12) prospective proposers downloaded the solicitation from The Public Group. Additionally, the Department of Procurement Management notified fourteen (14) additional firms via e-mail, which resulted in the receipt of proposals from the following eight (8) firms.

- ACD Telecom LLC
- CDI Infrastructure, LLD dba/L.R. Kimball
- Elert & Associates
- Federal Engineering
- Pallans Associates Communication Consultants

- Mission Critical Partners*
- RCC Consultants, Inc.
- Tusa Consulting Services

*Firm was deemed non-responsive for failing to meet the minimum qualifications requirements that bidders must have been in business for a minimum of five (5) years.

On June 7, 2013, the City Manager via Letter to Commission (LTC) No. 197-2013 appointed an Evaluation Committee (the "Committee") consisting of the following individuals:

- Dwayne Drury, Fire Division Chief, City of Miami Beach Fire Department.
- David Hernandez, Lieutenant of Police, City of Miami Beach Police Department.
- Steve Sawicki, Radio Systems Administrator, City of Miami Beach IT Department.
- Chuck Tear, EOC Manager, City of Miami Beach.
- Glenn Costales, Resident and City of Miami Beach Leadership Academy Graduate.
- Adam Shreddoff, Resident and City of Miami Beach Leadership Academy Graduate.
- Jason Swift, Radio System Administrator, City of Coral Gables.
- Tony Arce, Radio Administrator, City of Hialeah.
- Jose Estrella, Radio Systems Administrator, City of Miami.

The Evaluation Committee (the "Committee") convened on October 29, 2013, to consider proposals received pursuant to the evaluation criteria established in the RFP. The Committee was provided with information relative to the City's Cone of Silence and Government in the Sunshine law, general information of the scope of services, Performance Evaluation Surveys and additional pertinent information from all responsive proposers.

The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP, which was as follows:

Total Points	Evaluation Criteria
35	Proposer Qualifications
35	Scope of Services and Methodology
30	Cost Proposal

Additional points, over the aforementioned potential points were to be allocated, if applicable and in accordance to the following ordinances.

LOCAL PREFERENCE: The City, through the Procurement Division, will assign an additional five (5) points to Proposers which are a Miami Beach-based vendor as defined in the City's Local Preference Ordinance. Please note that no proposer was eligible for local preference.

VETERANS PREFERENCE: The City, through the Procurement Division, will assign an additional five (5) points to Proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise, as defined in the City's Veterans Preference Ordinance. Please note that no proposer was eligible for Veteran's preference.

After deliberations and discussion, the Committee discussed the proposers' qualifications, experience, and competence, and further scored and ranked the proposers accordingly. The Committee's rankings were as follows:

Rankings	Chuck Tear	Dwayne Drury	Steve Sawicki	David Hernandez	Glenn Costales	Lowest Aggregate Totals
Tusa Consulting	95 (1)	97 (1)	92 (2)	91 (1)	80 (1)	6 (1)
ACD Telecom LLC	88 (2)	81 (2)	95 (1)	89 (2)	70 (3)	10 (2)
RCC Consultants	76 (3)	78 (3)	85 (3)	84 (3)	75 (2)	14 (3)
Pallans Associates	75 (4)	60 (4)	60 (4)	69 (5)	60 (5)	22 (4)
Federal Engineering	73 (5)	60 (4)	60 (4)	68 (6)	65 (4)	23 (5)
L.R. Kimball	68 (6)	50 (6)	55 (5)	73 (4)	55 (6)	27 (6)
Elert & Associates	60 (7)	55 (5)	40 (6)	64 (7)	60 (5)	30 (7)

Following the review of the rankings, a motion was presented by Dwayne Drury, seconded by Glenn Costales, and unanimously approved by all Committee members, to invite the top three (3) ranked proposers, Tusa Consulting, ACD Telecom and RCC Consultants, for presentations and interviews.

On November 5, 2013, the Committee reconvened to hear presentations and interview the proposing teams. The Committee discussed its individual perceptions of the proposers' qualifications, experience and competence, and further scored and ranked the proposers accordingly. The Committee's final rankings are as follows:

Final Rankings	Chuck Tear	Dwayne Drury	Steve Sawicki	David Hernandez	Glenn Costales	Lowest Aggregate Totals
Tusa Consulting	96 (1)	96 (1)	93 (2)	97 (1)	N/A	5 (1)
RCC Consultants	85 (2)	89 (2)	98 (1)	73 (2)	N/A	8 (2)
ACD Telecom	73 (3)	60 (3)	85 (3)	89 (2)	N/A	11 (3)

Following the review of the rankings, a motion was presented by Chuck Tear, and seconded by David Hernandez, and unanimously approved by all Committee members, to recommend entering into negotiations with the top-ranked proposer, Tusa Consulting Services; and should the Administration not be successful in negotiating an agreement with the top-ranked proposer, authorizing negotiations with the second-ranked proposer, RCC Consultants Inc.; and should the Administration not be successful in negotiating an agreement with the second-ranked proposer, authorizing negotiations with the third-ranked proposer, ACD Telecom LLC.

TUSA CONSULTING SERVICES

According to the information presented by the proposer:
Tusa Consulting Services, LLC ("Tusa") was originally established in 1992 and has been providing consulting services solely within the Public Safety industry since that time. In July of 2005, Tusa restructured to add additional partners and became Tusa Consulting Services II, LLC and began providing services in Florida in August of 2007.

During its 22 year history, Tusa has completed dozens of projects covering all public safety communications technologies to include HF, VHF, UHF, 700/800 MHz, microwave and LTE. Tusa also has extensive experience with OpenSky, EDACS, ProVoice, SmartNet, SmartZone, VIDA, ASTRO 25, conventional, trunked, analog, digital, multi-site, and simulcast systems.

Firm includes degreed engineers, prior law enforcement and fire rescue personnel, and a few that have worked for public safety radio vendors. Tusa's staff has completed several P25 radio network designs, cost studies and system deployments.

RCC CONSULTANTS, INC.

According to the information presented by the provider:
RCC Consultants ("RCC") is a global telecommunications and engineering consulting firm which specialized in communications consulting for public safety and government clients since 1983. RCC has helped domestic and international governments, law enforcement, Fire Departments, EMS, dispatch centers and other public safety agencies get the most out of their mission-critical communications systems.

RCC directly participated in the P25 Radio System Standards development process that helped paved the way for today's P25 Phase 2 TDMA based radio systems. Their P25 experience includes systems operating in VHF and UHF in addition to 700/800 MHz systems from all major vendors. This includes all aspects of planning, governance, procurement, implementation and operations.

ACD TELECOM LLC

According to the information presented by the provider:
ACD Telecom LLC ("ACD") has been in business since 1998. They have experience in public safety voice and data communications systems expertise; communication system evaluation and analysis; radio frequency (RF) coverage area prediction/analysis; and APCO/TIA Project 25 digital systems which developed the standards to establish interoperability between manufacturers and the P25 platform level.

ACD engineers are familiar with and participated in the drafting of Project 25 standard and have been involved in large scale public safety networks across the nation.

MANAGER'S DUE DILIGENCE

After considering the review of the recommendation of City staff, the City Manager exercised his due diligence and is recommending that the Mayor and City Commission enter into negotiations with the top-ranked proposer Tusa Consulting Services; and should the Administration not be successful in negotiating an agreement with the top-ranked proposer, authorizing negotiations with the second-ranked proposer, RCC Consultants Inc.; and should the administration not be successful in negotiating an agreement with the second-ranked proposer, authorizing negotiations with the third-ranked proposer, ACD Telecom LLC.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to request for proposals (RFP) No. 185-2013, P25 Mobile Radio System Consulting Services; authorizing the administration to enter into negotiations with the top-ranked firm, Tusa Consulting Services; and should the Administration not be successful in negotiating an agreement with the top-ranked proposer, authorizing negotiations with the second-ranked proposer, RCC Consultants Inc.; and should the administration not be successful in negotiating an agreement with the second-ranked proposer, authorizing negotiations with the third-ranked proposer, ACD Telecom LLC. Further authorizing the Mayor and City Clerk to execute an agreement upon completion of successful negotiations by the Administration.

JLM /KGB/MT/AD/AS/LR
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 185-2013, FOR P25 MOBILE RADIO SYSTEM CONSULTING SERVICES; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED PROPOSER, TUSA CONSULTING SERVICES; AND SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH THE TOP-RANKED PROPOSER, AUTHORIZING NEGOTIATIONS WITH THE SECOND-RANKED PROPOSER, RCC CONSULTANTS, INC.; AND SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING WITH THE SECOND-RANKED PROPOSER, AUTHORIZING NEGOTIATIONS WITH THE THIRD-RANKED PROPOSER, ACD TELECOM LLC; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, on May 8, 2013, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) 185-2013 for P25 Mobile Radio System Consulting Services; and

WHEREAS, on May 9, 2013, RFP No. 185-2013, was issued with an opening date of June 6, 2013; and

WHEREAS, a pre-proposal conference to provide information to prospective proposers was held on May 20, 2013; and

WHEREAS, twelve prospective proposers downloaded the solicitation from The Public Group; and

WHEREAS, additionally the Department of Procurement Management notified fourteen additional firms via e-mail, which resulted in the receipt of eight (8) proposals; and

WHEREAS, on June 7, 2013, the City Manager, via Letter to Commission (LTC) No. 197-2013, appointed an Evaluation Committee (the "Committee") for the purpose of evaluating the proposals received; and the Committee convened on October 29, 2013 to evaluate the proposals in accordance with the criteria established in the RFP; and

WHEREAS, following its initial review, the Committee unanimously approved to invite the top three (3) ranked proposers: (1) Tusa Consulting; (2) ACD Telecom LLC; and (3) RCC Consultants Inc., for presentations and interviews; and

WHEREAS, on November 5, 2013, the Committee reconvened to hear presentations and interview the three (3) finalists; and

WHEREAS, the following ranking based on the overall Committee scoring was presented to the Manager for his due diligence and recommendation: (1) Tusa Consulting; (2) RCC Consultants Inc.; and (3) ACD Telecom LLC; and

WHEREAS, after receiving the recommendation of the Committee and City staff, the City Manager exercised his due diligence and concurs with the Committee's recommendation.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of proposals pursuant to Request for Proposal (RFP) No. 185-2013, P25 Mobile Radio System Consulting Services; and authorize the Administration to enter into negotiations with the top-ranked proposer, Tusa Consulting Services; and should the Administration not be successful in negotiating an agreement with the top-ranked proposer, authorizing negotiations with the second-ranked proposer, RCC Consultants Inc.; and should the Administration not be successful in negotiating an agreement with the second-ranked proposer, authorizing negotiations with the third-ranked proposer, ACD Telecom LLC; and further authorizing the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED this _____ day of _____2013.

ATTEST:

_____ _____

Rafael Granado, City Clerk Philip Levine, Mayor

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

12-2-13

City Attorney Date

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Condensed Title:

A Resolution Waiving By 5/7ths Vote, The Formal Competitive Bidding Requirements And Authorizing The City Manager, Or His Designee, To Negotiate And Execute An Agreement With Verizon Terremark, In An Amount Not To Exceed $328,560, For A Period Of One (1) Year,

Key Intended Outcome Supported:

Improve Process through Information Technology

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

Issue:

Shall the Commission adopt the resolution?

Item Summary/Recommendation:

The City of Miami Beach Information Technology (IT) Department has been using Verizon Terremark since 2005 for 100 and 260 square foot of hardened Category 5 rated co-location space at the Network Access Point (NAP) of the Americas Data Center Facility pursuant to a piggyback memo approved by the City Manager for use of Miami-Dade County Contract 7662-4/10, for Internet Access and Managed Router Services. Last year, the City learned that it could no longer utilize this contract as the Board of Miami-Dade County Commissioners authorized the continued use of the above mentioned contract as a bid waiver which is not permissible as a "piggyback" under the Miami Beach City Code Section 2-369. The Code only allows us to piggyback contracts that have been authorized pursuant to a competitive bid. Last year, Terremark North America, Inc., committed to extend to the City, and the City accepted, the same pricing that is offered to Miami-Dade County for the last twelve months. The NAP was acquired by Verizon in 2012 and is currently renegotiating contracts with GSA. This year, as the GSA renegotiations are still in progress, Verizon Terremark has again committed to extend to the City the same pricing that was previously offered, therefore keeping costs unchanged from the prior two fiscal years. Verizon Terremark has committed that their GSA agreement, when completed, will be at equal or lower prices.

The Administration recommends that the City Commission adopt the attached Resolution, which recommends a waiver of the competitive bidding process, by 5/7ths vote, finding such waiver to be in the best interest of the City, and further authorizing the City Manager, to negotiate and execute an agreement with Terremark North America, Inc., in an amount not to exceed $328,560, for a period of one (1) year.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
OBPI	1	$328,560	550-0640-000323
	Total	$328,560	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Ariel Sosa, IT x-5710

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AS	MT	JLM

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MIAMIBEACH

AGENDA ITEM C7J

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA WAIVING, BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER NEGOTIATE AND EXECUTE AN AGREEMENT WITH VERIZON TERREMARK, IN THE NOT TO EXCEED AMOUNT OF $328,560, FOR A PERIOD OF ONE (1) YEAR.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOMES SUPPORTED

Improve Process through Information Technology

FUNDING

$328,560 - FY 2013/14, Account # 550-0640-000323

BACKGROUND

Terremark North America, Network Access Point (NAP) of the Americas Data Center Facility is one of the most significant telecommunications centers in the world. The facility was the first purpose-built, carrier-neutral Network Access Point, and is the only facility of its kind, located within our immediate geographical area.

Terremark's NAP of the Americas makes Miami the only city in the U.S. where major communications traffic from various domestic and international companies is handed off in a single location. The NAP of the Americas is located in downtown Miami; it provides secure hosted facilities, floor space, enterprise grade cooling and electrical power for IT systems from multiple providers. Additionally, the NAP has the ability to self-sustain itself (due to on-site fuel stores and power generators) for up to two weeks without the need of replenishment of resources; also, they are on the priority list for fuel replenishment during catastrophic events. The convergence of telecommunications infrastructure and degree of survivability is why the Federal Government and municipalities have chosen the NAP as its hosting provider. This unique facility provides both private industry and government clients with a secure, reliable carrier-neutral facility with direct network access to the world's major communications carriers.

The City of Miami Beach Information Technology (IT) Department moved to the NAP Center in 2005, and acquired a 100 square foot hardened CAT5 rated co-location space for hosting the City's most critical production IT infrastructure. As a result of a Business Continuity Analysis conducted in 2007, the City acquired an additional 260 square foot of co-located space to move all of its production IT infrastructure, inclusive of data storage equipment, in order to gain the advantages and cost efficiencies associated with the superior network connection infrastructure available there, and to safeguard certain network infrastructure as part of its disaster recovery plan. The connectivity provided through Terremark at the NAP cannot be assumed by another facility without severe service disruptions and additional infrastructure costs to the City. The implementation of overall project was a two-year endeavor which initially included the following:

- Secured a 360 sq. ft. cage locations at the NAP;
- Secured high speed Internet connectivity for citywide internet use;
- Secured multiple network fiber connections to the NAP from multiple City Facilities for availability;
- Configured the main networking equipment for connectivity to the City;
- Relocated the City's Internet and Intranet Web Servers to the NAP;
- Relocated the City's Email and Security Gateway devices to the NAP;
- Relocated all Public Safety production systems;
- Relocated all Citywide production systems;
- Relocated the City's Storage Area Network Equipment where all the City's data is stored;
- Enhanced the City's Backup and Recovery Strategy;
- Day to Day Operations of well over 220 Physical and Virtual Server Environments.

It is prudent to have the City's Data Center at the NAP since the City is a barrier island with no City facility having this type of infrastructure suitable for this purpose. Also, the City's Emergency Operations Center (EOC) has a small IT closet where IT maintains certain critical systems that would be required in the event connectivity to the NAP is interrupted during a catastrophic event. The NAP facility is also leveraged for EOC related activities that have been coordinated with the City's EOC Manager. The NAP serves as a production datacenter location for the City's critical server/network, and public safety infrastructure and overall connectivity to the internet. Due to their mission critical nature, the City must secure the most reliable services offered, which are available at the NAP.

In addition to the physical reliability offered during and after a disaster, gaining access to the Internet through the NAP provides the City with a level of service redundancy that it could not achieve on its own without incurring significant costs. This is the primary result of the multiple Internet Service Providers (ISP's) that are located at the NAP, which provides backup capability in the event of specific ISP failure. If the City were not accessing the Internet backbone through this facility, it would have to establish separate connections with multiple ISPs to obtain the level of reliability that it currently experiences.

This co-location facility is host to the Federal government's USAF Southern Command, as well as numerous other organizations such as Miami-Dade County and other municipalities. It is important to note that five (5) other companies provide similar IT Disaster Recovery Services off the State of Florida Contract; however, their hosting facilities are located out of region and are not within close proximity to the City. The State of Florida pricing is comprised of primarily Disaster Recovery type services which does not map to our current needs. The City is currently utilizing the existing NAP location as its production data center for all critical City systems; as a result, it is imperative that our data center be in close proximity to the City for support of day to day operations. In FY10/11, an independent analysis was conducted by John D. Gardiner, a member of the Budget Advisory

Committee in which he concluded that "the pricing was excellent and hard to beat".

ANALYSIS

The City of Miami Beach Information Technology Department used the Terremark North America, Inc., facility since 2005. Its use was authorized pursuant to a piggyback memo approved by the City Manager for use of Miami-Dade County Contract 7662-4/10, for Internet Access and Managed Router Services. Last year, the City learned that it could no longer utilize this contract as the Board of Miami-Dade County Commissioners authorized the continued use of the above mentioned contract as a bid waiver which is not permissible as a "piggyback" under the Miami Beach City Code Section 2-369. The Code only allows the City to piggyback contracts that have been authorized pursuant to a competitive bid.

Last year, Terremark North America, Inc., committed to extend to the City, and the City accepted, the same pricing that is offered to Miami-Dade County for the last twelve months. The NAP was acquired by Verizon in 2012 and is currently renegotiating contracts with GSA. This year, as the GSA renegotiations are still in progress, Verizon Terremark has again committed to extend to the City the same pricing that was previously offered, therefore keeping costs unchanged from the prior two fiscal years. Verizon Terremark has committed that their GSA agreement, when completed, will be at equal or lower prices.

Therefore, the Administration is requesting that the Mayor and Commission waive by a 5/7ths vote, the formal competitive bidding requirements, finding that such waiver to be in the best interest of the City, and authorizing the City Manager, to negotiate and execute an agreement with Verizon Terremark, in an amount not to exceed $328,560 for a period of (1) year.

CONCLUSION

The Administration recommends that the City Commission adopt the attached resolution.

MT/AS

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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA WAIVING, BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH VERIZON TERREMARK, IN THE NOT TO EXCEED AMOUNT OF $328,560, FOR A PERIOD OF ONE (1) YEAR.

WHEREAS, the Information Technology (IT) Department requires the continued use of the Terremark North America, Inc. site as part of the City's Disaster Recovery Program to provide internet access, managed router services, and hardware collocation space at the Network Access Point (NAP) of the Americas Data Center facility; and

WHEREAS, this space, consisting of 100 and 260 square feet of hardened Category 5 rated co-location space, and its associated network connectivity, serves as an off-site disaster recovery and production data center location for the City's critical server/network and public safety infrastructure; and

WHEREAS, the contracted services will also provide for the City's overall connectivity to the internet; and

WHEREAS, the IT Department had been using the Terremark North America, Inc. site, utilizing Miami-Dade County Contract No. 7662-4/10 for Internet Access and Managed Router Services (which offered discounted rates); and

WHEREAS, last year, the City learned it could no longer piggyback on the County contract; and

WHEREAS, in order to continue to access the contracted services, the Administration recommends that the Mayor and City Commission hereby waive, by 5/7ths vote, the formal competitive bid process, finding such wavier to be in the best interest of the City, and authorize the City Manager, to negotiate and execute an agreement with Verizon Terremark, in the not to exceed amount of $328,560, for a period of one (1) year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission hereby waive, by 5/7ths vote, the formal competitive bidding requirement, finding such waiver to be in the best interest of the City, and authorize the City Manager, to negotiate and execute an agreement with Verizon Terremark, in the not to exceed amount of $328,560, for a period of one (1) year.

PASSED AND ADOPTED this _____ day of _____, 2013.

ATTEST:

_____ _____

CITY CLERK MAYOR

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 11/25/13 Date

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Condensed Title:

A Resolution approving a parking agreement lease with the NMMA (National Marine Manufactures' Association) Boat Show for the Preferred Parking Lot and Related Space; Additional Storage Space; and Services to be provided by the City's Parking Department, for specific dates in February 2014, 2015, and 2016, said lease running concurrently with the Boat Show lease with the Miami Beach Convention Center.

Key Intended Outcome Supported:

Improve Parking Availability; Maintain Financial Health and Overall Bond Rating.

Supporting Data (Surveys, Environmental Scan, etc.): 74% of residents and 72% of businesses rate the availability of parking across the City as too little or much too little. Availability of parking was one of the changes residents identified to Make Miami Beach better to live, work or play.

Item Summary/Recommendation:

The City has maintained a lease with NMMA (National Marine Manufacturers Association) for the NMMA Miami International Boat Show, for the rental of the Preferred Parking Lot and related public areas as extended exhibit space since 1993. The lease expired after the 2013 Boat Show. It is desirous that the Parking Lease Agreement be extended and that it run concurrent with the NMMA lease with the Miami Beach Convention Center for the same term. A new three year agreement (2014 - 2016) has been negotiated (see attached). The changes are an increase in the rental rate and a minor reduction in parking space rentals. All other terms remain consistent with the previous agreements, including a notice provision for capital improvements to the premises, for the Miami Beach Convention Center Project. Rent is being increased by CPI or 4% whichever is greater over each of the three years. Rents will be, at a minimum, $125,726 in 2014; $130,755 in 2015; and $135,985 in 2016.

Over the years, NMMA has had excellent results, by way of high ridership, on their shuttle services for their multiple venues. NMMA fully funds their own shuttles which services the Miami Beach Convention Center and other NMMA Boat Show venues on the mainland. NMMA will continue to provide its full shuttle services on all show dates and to all of its show locations. Miami-Dade Transit /South Beach Local (MDT/SBL) will continue to operate and support park and ride options from municipal lots and garages along the circulator's route.

ADOPT THE RESOLUTION

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Saul Frances, Parking Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SF	PDW	JLM

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MIAMIBEACH

AGENDA ITEM C7K

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A PARKING AGREEMENT LEASE WITH THE NMMA (NATIONAL MARINE MANUFACTURERS' ASSOCIATION) BOAT SHOW FOR THE PREFERRED PARKING LOT AND RELATED SPACE; ADDITIONAL STORAGE SPACE; AND SERVICES TO BE PROVIDED BY THE CITY'S PARKING DEPARTMENT, FOR SPECIFIC DATES IN FEBRUARY 2014; 2015; AND 2016, SAID LEASE RUNNING CONCURRENTLY WITH THE BOAT SHOW LEASE WITH MIAMI BEACH CONVENTION CENTER.**

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

BACKGROUND:

On April 16, 1993, the City of Miami Beach entered into a Lease Agreement with NMMA (National Marine Manufacturers Association) for specific days in February 1994, 1995, 1996, 1997 and 1998 for the NMMA Miami International Boat Show, for the rental of the Preferred Parking Lot and related public areas as extended exhibit space. The Mayor and Commission approved a three (3) year agreement in 1998 for specific days in February 1999, 2000, and 2001. Subsequently, the Mayor and Commission approved a three (3) year agreement in 2001 for specific days in February 2002, 2003, and 2004. Again in 2004, the Mayor and Commission approved a four year agreement for specific dates in February in 2005, 2006, 2007, and 2008. The Mayor and Commission approved agreements for two subsequent terms, one for specific dates in February 2009 and 2010; and one for specific dates in February 2011, 2012, and 2013. It is desirous that the Parking Lease Agreement run concurrent with the NMMA lease of the Miami Beach Convention Center.

ANALYSIS:

The NMMA desires to continue the rental of the Preferred Parking Lot for exhibit space and other areas for ancillary uses. NMMA has secured the Miami Beach Convention Center (MBCC) for specific dates in February in 2014, 2015, and 2016. A three year parking lease agreement would expire concurrently with the MBCC lease agreement and would allow for concurrent renewals, if approved. Additionally, a three year term is not expected to impact the development track of the MBCC Development Project in years 2014 and 2015. There will

likely be an impact in 2016. Therefore, the Agreement includes language providing for a six (6) months notice to NMMA prior to any construction/capital improvements to the Preferred Parking Lot and/or its vicinity.

The attached lease embodies the proposed Lease Agreement for the parking lot and related areas. The following are the previous and revised terms as negotiated with NMMA and outlined in the attached agreement. All other terms remain consistent unless otherwise noted:

Rental Fees:

The rental rate for the Premises shall be $125,726 in 2014; $130,755 in 2015; and $135,985 in 2016, including applicable sales tax, per year. Additionally, Lessee agrees to be solely responsible during the term herein for the payments of any and all taxes and/or assessments, particularly real estate taxes, which may be levied against the Premises as a result of Lessee's actions and operations thereon. Rental rate shall be adjusted annually based on the annual Consumer Price Index (CPI), or 4%, whichever is higher and/or any parking rates contained herein as may be amended from time to time by ordinance by the Mayor and Commission shall be applicable to the parking space rental rates contained herein. The following is an itemized listing of the rental fees per year:

a) Preferred Parking Lot (886 parking spaces):
886 parking spaces X $22.50 in 2010 ($15.00 X 1.50 parking space turnover ratio) X five (5) days: $ 99,675

b) Municipal Surface Parking Lot No. 5H (26 parking spaces):
26 parking spaces X $10.00 (parking meter daily rental fee) X 28 days: $ 7,280

c) Metered Parking Spaces (18 parking spaces):
18 on-street parking spaces X $10.00 (parking meter daily rental fee) X 9 days (to be reduced from 9 to 5/$900): $ 1,620

d) Additional Storage Area (18 parking spaces):
18 parking spaces X $10.00 (parking meter daily rental fee) X 16 days: $ 2,880

Sub-total:	$111,455
CPI or 3% Adjustment:	$ 3,344
2011 Grand Total:	$114,799
CPI or 3% Adjustment:	$ 3,444
2012 Grand Total:	$118,243
CPI or 3% Adjustment:	$ 3,547
2013 Grand Total:	$121,790
Credit (Space rental reduction from 9 to 5 (see 5c)	($ 900)
Sub-total:	$120,890
CPI or 4% Adjustment:	$ 4,836
2014 Grand Total:	**$125,726**

NMMA Boat Show Shuttle Service

Over the years, NMMA has had excellent results, by way of high ridership, on their shuttle system which services their venues. NMMA fully funds their own shuttle system which services the Miami Beach Convention Center and other NMMA Boat Show venues on the mainland. NMMA will continue to provide its full shuttle services on all show dates and to all of its show locations. Miami-Dade Transit /South Beach Local (MDT/SBL) will continue to operate and support park and ride options from municipal lots and garages along the circulator's route.

CONCLUSION:

The Lease Agreement proposed for the 2014, 2015, and 2016 Boat Shows commands a rental rate for all parking related areas and services in the amount of $125,726 in 2014; $130,755 in 2015; and $135,985 in 2016. This is based on a minimum annual increase of 4%, which is based on CPI or 4%, whichever is greater. In addition, any amendment to the City's parking rate ordinance that is applicable to the parking rates contained herein shall amend this agreement accordingly. The proposed lease represents a consensus document, and is in the best interest of the City of Miami Beach. The Administration recommends approval of the Resolution and the Lease Agreement.

JLM/PDW/SF
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RESOLUTION TO BE SUBMITTED

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals, Pursuant To Request For Proposals (RFP) No. 157-2013, For Gymnastic Program Instruction Services.

Key Intended Outcome Supported:

Increase satisfaction with recreational programs.

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

Item Summary/Recommendation:

The Parks and Recreation Department has been offering gymnastics instruction as part of its year round curriculum of classes at the Scott Rakow Youth Center. The Center is home to after school and summer camp programs, specialty camps, athletic leagues and offers classes in swimming, ice skating, dance, exercise, gymnastics and much more.

On April 17, 2013, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 157-2013 for Gymnastic Program Instruction Services. The RFP was issued on April 24, 2013, with an opening date of May 30, 2013. The solicitation was advertised and notices were released to prospective proposers. Proposals were received from three (3) firms.

On June 7, 2013, the City Manager via Letter to Commission (LTC) No. 196-2013, appointed an Evaluation Committee (the "Committee"). The Committee convened on October 2, 2013, to consider proposals received and interview proposing firms and submit a recommendation to the City Manager.

After the review of proposals, presentations by the proposers and deliberations by the Committee, a motion was presented by Ellen Vargas, seconded by Glenda Phipps, and unanimously approved by all Committee members, to recommend entering into negotiations with the top-ranked proposer, Gym Kidz Inc., and that should negotiations fail, for the City to reissue the request for proposal. Gym Kidz is offering the City a 70/30 split in revenue, and is currently providing the services for the City of Coral Gables. Revenue split is consistent with the revenue split of the prior vendor procured under a yearly Independent Contractor Agreement (ICA).

RECOMMENDATION

In accordance with the recommendation of the Committee and the due diligence review by the City Manager, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Proposal (RFP) No. 157-2013, Gymnastic Program Instruction Services; authorizing the administration to enter into negotiations with the top-ranked proposer, Gym Kidz Inc., and should the Administration not be successful in negotiating an agreement with the top-ranked proposer, reissuing the request for proposal.

ADOPT THE RESOLUTION

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1	$45,000	011-0950-000312
	2		
OBPI	Total	$45,000	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD ___ JR ___	KGB ___ MT ___	JLM ___

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MIAMIBEACH

AGENDA ITEM C7L

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 157-2013, FOR GYMNASTIC PROGRAM INSTRUCTION SERVICES.**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED
Increase satisfaction with recreational programs.

FUNDING
Account Number: 011-0950-000312

BACKGROUND
The Parks and Recreation Department has been offering gymnastics instruction as part of its year round curriculum of classes at the Scott Rakow Youth Center. The City of Miami Beach issued a request for proposal to seek proposals from qualified firms, and/or individuals, to provide gymnastic program instruction services at the Scott Rakow Youth Center.

The Scott Rakow Youth Center offers a variety of programs and activities for the entire community. It is a place where people of all ages come to have fun, learn a new skill, and spend time with their families. The Center is home to after school and summer camp programs, specialty camps, athletic leagues and offers classes in swimming, ice skating, dance, exercise, gymnastics and much more.

The Scott Rakow Youth Center includes an ice skating rink, gymnasium, gymnastics/cheerleading room, swimming pool, fitness center, patio, play field, arts and crafts center, game room, media room, computer lab and a music room.

The gymnastics multipurpose room is approximately 5,000 square feet and is equipped with a spring exercise floor, uneven bar, vault, mats and balance beams. This multipurpose room was equipped and programmed as part of the recent renovations to the entire Youth Center facility.

RFP PROCESS
On April 17, 2013, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 157-2013 for Gymnastic Program Instruction Services. The RFP was issued on April 24, 2013, with an opening date of May 30, 2013. The solicitation was advertised and notices were released to prospective proposers. THE RFP resulted in proposals from the follow three firms:

1. Gym Kidz, Inc.
2. Universal All Star LLC
3. Eileen M. Diaz

On June 7, 2013, the City Manager via Letter to Commission (LTC) No. 196-2013 appointed an Evaluation Committee (the "Committee") consisting of the following individuals:

- Ellen Vargas, Facility Manager, Scott Rakow Youth Center, Parks & Recreation Department.
- Stephanie Rosen, Resident and Scott Rakow Center Advisory Committee.
- Glenda Phipps, Resident and City of Miami Beach Leadership Academy Graduate.
- Eric Stevens, Resident and City of Miami Beach Leadership Academy Graduate.
- Edgar Botto, Director of Athletics, Miami Beach Senior High School.

Alternates:

- Tracey Herrera, Recreation Program Supervisor, Parks & Recreation Department.
- Esther Choukroun, Resident and Scott Rakow Center Advisory Committee.
- Mar Rodriguez, Resident and City of Miami Beach Leadership Academy Graduate.
- Kris Puryear, Resident and City of Miami Beach Leadership Academy Graduate.

The only Committee members that were able to attend where Ellen Vargas, Glenda Phipps, and Edgar Botto. The Evaluation Committee (the "Committee") convened on October 2, 2013, to consider proposals received pursuant to the evaluation criteria established in the RFP and interview the proposers. The Committee was provided with information relative to the City's Cone of Silence and Government in the Sunshine law, general information of the scope of services, Performance Evaluation Surveys and additional pertinent information from all responsive proposers.

The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFP, which was as follows:

Total Points	Evaluation Criteria
25	Proposer Qualifications
25	Scope of Services
25	Approach & Methodology
25	Financial Proposal

Additional points, over the aforementioned potential points were to be allocated, if applicable and in accordance to the following ordinances.

LOCAL PREFERENCE: The City, through the Procurement Division, will assign an additional five (5) points to Proposers which are a Miami Beach-based vendor as defined in the City's Local Preference Ordinance.

VETERANS PREFERENCE: The City, through the Procurement Division, will assign an additional five (5) points to Proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise, as defined in the City's Veterans Preference Ordinance. Please note that no proposer was eligible for Veteran's preference.

After proposer's presentations and interviews, the Committee discussed the proposers' qualifications, experience, and competence, and further scored and ranked the proposers accordingly. The Committee's final rankings are as follows:

Final Rankings	Edgar Botto	Glenda Phipps	Ellen Vargas	**Low Aggregate Totals**
Gym Kidz Inc.	85 (1)	100 (1)	95 (1)	3 (1)
Universal All Star	65 (2)	70 (2)	65 (2)	6 (2)
Eileen M. Diaz	55 (3)	45 (3)	25 (3)	9 (3)

Following the review of the rankings, a motion was presented by Ellen Vargas, seconded by Glenda Phipps, and unanimously approved by all Committee members, to recommend entering into negotiations with the top-ranked proposer, Gym Kidz Inc., and that should negotiations fail, for the City to issue a new request for proposal. Gym Kidz is offering the City a 70/30 split in revenue, and is currently providing the services for the City of Coral Gables. Revenue split is consistent with the revenue split of the prior vendor procured under a yearly Independent Contractor Agreement (ICA).

GYM KIDZ INC.

According to the information presented by the proposer:
Gym Kidz Inc. ("Gym Kidz") is an experience and full service gymnastics company which operates multiple successful gymnastics facilities and provides a broad array of gymnastics classes and programs for children ages six months and up.

Gym Kidz' ownership and leadership currently consists of Joslyn Pedraja-Varona and Jennifer Burnley Austin, which collectively bring over 40 years of in-depth and extensive experience with respect to "hands-on" gymnastics instruction, staff management, gym design and development, and the gymnastic industry business.

Gym Kidz was born out of a gymnastic services business known as J&E Sports, founded by Ms. Pedraja-Varona in 1997. In order to continue the development and expansion of the gymnastic business, Gym Kidz was incorporated in 2002, under the current leadership team.

Gym Kidz currently operates two (2) separate full-service gymnastics facilities in North Miami Beach at 2038 N.E. 155 Street, and the other for the City of Coral Gables at the Coral Gables Youth Center located at 405 University Drive.

Their North Miami Beach location was founded in 2002 and offers preschool, recreational and competitive programs. Their leadership team works together to implement and maintain quality customer service while creating a safe and fun environment for children of all ages.

As the current gymnastics contractor for the City of Coral Gables, Gym Kidz has been providing the comprehensive gymnastics services and programs at the Coral Gables Youth Center for approximately nine (9) years,

MANAGER'S DUE DILIGENCE

After considering the review of the recommendation of City staff, the City Manager exercised his due diligence and is recommending that the Mayor and City Commission enter into

negotiations with the top-ranked proposer, Gym Kidz Inc., and should negotiations not be successful, for the City to issue a new request for proposal.

CONCLUSION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida accept the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to request for proposals (RFP) No. 157-2013, Gymnastic Program Instruction Services; authorizing the administration to enter into negotiations with the top-ranked firm, Gym Kidz Inc., and should negotiations not be successful, for the City to issue a new request for proposal. Further authorizing the Mayor and City Clerk to execute an agreement upon completion of successful negotiations by the Administration.

JLM /KGB/AD/LR

T:\AGENDA\2013\December 11\RFP 157-2013 Gymnastic Program Instructions Services - Memo Final.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 157-2013, FOR GYMNASTIC PROGRAM INSTRUCTION SERVICES; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED PROPOSER, GYM KIDZ INC.; AND SHOULD THE ADMINISTRATION NOT BE SUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH THE TOP-RANKED PROPOSER, AUTHORIZING THE CITY TO ISSUE A NEW REQUEST FOR PROPOSALS; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, on April 17, 2013, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) 157-2013 for Gymnastic Program Instruction Services; and

WHEREAS, on April 24, 2013, RFP No. 157-2013, was issued with an opening date of May 30, 2013; and

WHEREAS, a pre-proposal conference to provide information to prospective proposers was held on May 7, 2013; and

WHEREAS, forty three proposers were notified via email and The Public Group, which resulted in the receipt of three (3) proposals; and

WHEREAS, on June 7, 2013, the City Manager via Letter to Commission (LTC) No. 196-2013, appointed an Evaluation Committee (the "Committee") for the purpose of evaluating the proposals received; and the Committee convened on August 30, 2013 to evaluate the proposals in accordance with the criteria established in the RFP; and

WHEREAS, the following ranking based on the overall Committee scoring was presented to the Manager for his due diligence and recommendation: (1) Gym Kidz Inc; (2) Universal All Star; and (3) Eileen M. Diaz; and

WHEREAS, after receiving the recommendation of the Committee and City staff, the City Manager exercised his due diligence and is recommending that the Mayor and the City Commission authorize the Administration to enter into negotiations with the only top-ranked proposer, Gym Kidz Inc.; and should the Administration not be successful in negotiating an agreement with the top-ranked proposer, the Manager recommends that the City Commission authorize the issuance of a new Request for Proposals.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of proposals pursuant to Request for Proposals (RFP) No. 157-2013, for Gymnastic Program Instruction Services; authorize the Administration to enter into negotiations with the top-ranked proposer, Gym Kidz Inc.; and should the Administration not be successful in negotiating an

agreement with the top-ranked proposer, authorize the Administration to issue a new Request for Proposals; further authorizing the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED this _____ day of _____2013.

ATTEST:

_____ _____

Rafael Granado, City Clerk Philip Levine, Mayor

T:\AGENDA\2013\December 11\Procurement\RFP-157-2013-Gymnastic Program Instruction Services- Resolution.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

12/2/13

City Attorney Date

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Condensed Title:

Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the City Manager to execute amendments, acceptable to the City Attorney's Office, to the various Locally Funded Agreements and Memoranda of Agreements with the Florida Department of Transportation, as previously approved by Resolution No. 2012-27899 dated May 9, 2012, for Construction and Maintenance of the Deep Root Green infrastructure product "Silva Cells" as part of the Florida Department of Transportation's State Road 907/Alton Road Project from 5th Street to Michigan Avenue with funding provided by the City Of Miami Beach in an amount not to exceed $250,000.00 from the FY 2013/14 305-Quality Of Life Fund - South Beach is subject to future appropriation through a budget amendment to the Capital Budget to be presented at the December 11, 2013, Commission Meeting.

Key Intended Outcome Supported:

Enhance mobility throughout the City.

Supporting Data (Surveys, Environmental Scan, etc.): According to the 2009 Customer Satisfaction Survey, traffic appears as one of the most important areas affecting residents quality of life; 37% of residents rated traffic flow as poor; traffic is ranked number 2 by residents as one of the changes that will make Miami Beach a better place to live; traffic flow is a key driver for recommending Miami Beach as a place to live.

Issue:

Shall the Mayor and City Commission approve the Resolution?

Item Summary/Recommendation:

The Administration has determined that the Alton Road Improvement Project is in the best interest of the City as it will address severe drainage deficiencies along Alton Road, as well as improve the aesthetics of this primary north-south arterial roadway in the City. As such, the Administration recommends that the Mayor and City Commission approve and authorize the City Manager to execute amendments, acceptable to the City Attorney's Office, to the various locally funded agreements and memoranda of agreements with the Florida Department of Transportation, as initially approved by Resolution No. 2012-27899 dated May 9, 2012.

Attachments:

A. Diagrams of the various "Silva Cell" product application for sidewalks
B. Diagram of the modified sidewalk incorporating the "Silva Cell" product
C. Resolution No. 2012-27899

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$250,000	305 – Quality of Life Fund – South Beach
	2		
	3		
OBPI	Total		

Financial Impact Summary: This is an FDOT construction project (FY 13/14).

City Clerk's Office Legislative Tracking:

John Rebar, Parks and Recreation Director and Eric Carpenter, Public Works Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JR ES	JMT	JLM

T:\AGENDA\2013\NOVEMBER 20\FDOT AGREEMENT LFA AMENDMENT FOR ALTON-5TH TO MICHIGAN SUMMARY.DOC

MIAMIBEACH

AGENDA ITEM C7M
DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS, ACCEPTABLE TO THE CITY ATTORNEY'S OFFICE, TO THE VARIOUS LOCALLY FUNDED AGREEMENTS AND MEMORANDA OF AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, AS PREVIOUSLY APPROVED BY RESOLUTION NO. 2012-27899 DATED MAY 9, 2012, FOR CONSTRUCTION AND MAINTENANCE OF THE DEEP ROOT GREEN INFRASTRUCTURE PRODUCT "SILVA CELLS" AS PART OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STATE ROAD 907/ALTON ROAD PROJECT FROM 5TH STREET TO MICHIGAN AVENUE, WITH FUNDING PROVIDED BY THE CITY OF MIAMI BEACH IN AN AMOUNT NOT TO EXCEED $250,000.00 FROM THE FY 2013/14 305-QUALITY OF LIFE FUND-SOUTH BEACH, SUBJECT TO FUTURE APPROPRIATION THROUGH A BUDGET AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/14 TO BE PRESENTED AT THE DECEMBER 11, 2013 COMMISSION MEETING.**

FUNDING

This project is currently under construction by the Florida Department of Transportation (FDOT). The City's contribution in the amount not to exceed $250,000.00 for the capital cost of the Silva Cells product is available from FY 2013/2014 305 – Quality of Life Fund-South Beach.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

FDOT is currently constructing improvements on Alton Road/SR 907 from 5th Street to Michigan Avenue (Project). The Project includes; roadway, sidewalk, curb, and gutter reconstruction, significant drainage improvements including construction of three (3) stormwater pump stations, decorative roadway and pedestrian lighting, landscaping, irrigation, and tree wells with bonded aggregate improvements. At the request of the City Commission, the project designs were modified to incorporate wider pedestrian sidewalks along with the introduction of medians strategically placed along the Alton Road corridor. The design change provided the opportunity to augment the sidewalk tree planting conditions to provide an improved root growth environment for the trees planned for installation during this project.

These improvements require the execution of an amendment to the existing Locally Funded Agreements (LFAs) to integrate the new Deep Root Green infrastructure "Silva Cells" product and the required funding appropriation.

ANALYSIS

The City of Miami Beach considers Alton Road to be a primary north-south arterial and important gateway corridor serving the mobility needs of residents and visitors. As such, the City has requested FDOT to include enhancements in the Project scope, which are considered over and above the standard FDOT improvements.

It is important to note that FDOT typically does not include non-standard improvements and enhancements such as landscaping, irrigation, tree wells with bonded aggregate, and the Silva Cell improvements in the scope of its roadway projects unless specifically requested by the municipality wherein the project is located. When such a request is made, the municipality is typically responsible for the capital and maintenance costs associated with the implementation of the non-standard project improvements and enhancements. Further, Memoranda of Agreements (MOAs) and Locally Funded Agreements (LFAs) are required in order to implement the non-standard improvements as part of an FDOT project.

On May 9, 2012, the Mayor and City Commission approved Resolution No. 2012-27899 which authorized the execution of various Locally Funded Agreements (LFAs), Memoranda of Agreements (MOAs), a Maintenance Memorandum of Agreement (MMOA), and a Utility Design Agreement to implement the Project which will require amendments to provide for the installation and integration of the "Silva Cells."

Funding for the integration of the new "Silva Cells" for the Project is available in an amount not to exceed $250,000 from the FY 2013/2014 305-Quality of Life Fund-South Beach. This amount is subject to future appropriation through a budget amendment to the Capital Budget to be presented at the December 11, 2013, Commission Meeting. This product creates a structure to support the concrete sidewalk and for improved root growth opportunities underneath the walking surface. There are several benefits to be realized by using this technology including;

- Excellent load bearing capacity through their unique shape and structure which resembles a honeycomb. They have been used to support sidewalks, parking lots, culverts and grates. The 1100 block of Lincoln Road has utilized this approach with good results.
- They resist soil compaction which has been shown to be detrimental to trees and one of the main causes of long term decline while providing an opportunity to use a wide palette of soil types including native and or recycled soil.
- Allows for water percolation and air transfer by effectively keeping moisture in the soil profile, and helping storm water management by reducing runoff. Studies have shown that with the proper soil mix, storm water runoff can be significantly reduced and filtering of pollutants increased.
- Increases the total available soil volume for tree roots, as numerous studies have proven the greater the total available soil volume, the healthier the urban tree and the longer its potential life. Reducing the damage later caused by root growth, by providing a channel for the roots to grow within.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS, ACCEPTABLE TO THE CITY ATTORNEY'S OFFICE, TO THE VARIOUS LOCALLY FUNDED AGREEMENTS AND MEMORANDA OF AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, AS PREVIOUSLY APPROVED BY RESOLUTION NO. 2012-27899 DATED MAY 9, 2012, FOR CONSTRUCTION AND MAINTENANCE OF THE DEEP ROOT GREEN INFRASTRUCTURE PRODUCT "SILVA CELLS" AS PART OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STATE ROAD 907/ALTON ROAD PROJECT FROM 5TH STREET TO MICHIGAN AVENUE, WITH FUNDING PROVIDED BY THE CITY OF MIAMI BEACH IN AN AMOUNT NOT TO EXCEED $250,000.00 FROM THE FY 2013/14 305-QUALITY OF LIFE FUND - SOUTH BEACH, SUBJECT TO FUTURE APPROPRIATION THROUGH A BUDGET AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/14 TO BE PRESENTED AT THE DECEMBER 11, 2013 COMMISSION MEETING.

WHEREAS, the Florida Department of Transportation (FDOT) is currently constructing improvements on Alton Road/SR 907 from 5th Street to Michigan Avenue (Project); and

WHEREAS, the Project includes roadway, sidewalk, curb, and gutter reconstruction; significant drainage improvements including construction of three (3) storm-water pump stations; decorative roadway and pedestrian lighting; landscaping, irrigation, and tree wells bonded aggregate improvements; and

WHEREAS, at the City Commission's request the Project design was modified to incorporate wider pedestrian sidewalks along with the introduction of medians strategically placed along the Alton Road corridor; and

WHEREAS, the design change provided the opportunity to augment the sidewalk tree planting conditions to provide an improved root growth environment by the installation of "Silva Cells" for the trees planned for this Project; and

WHEREAS, FDOT typically does not include non-standard improvements and enhancements such as landscaping, irrigation, tree wells bonded aggregate, and "Silva Cell" improvements in the scope of its roadway projects unless specifically requested by the municipality; and

WHEREAS, a municipality is typically responsible for the capital and maintenance costs associated with the implementation of non-standard project improvements and enhancements; and

WHEREAS, funding for the integration of the new "Silva Cells" for the Project in an amount not to exceed $250,000 from the FY 2013/2014 305-Quality of Life Fund - South Beach is subject to future appropriation through a budget amendment to the Capital Budget to be presented at the December 11, 2013, Commission Meeting; and

WHEREAS, on May 9, 2012, the Mayor and City Commission approved Resolution No. 2012-27899 which authorized the execution of various Locally Funded Agreements (LFAs), Memoranda of Agreements (MOAs), a Maintenance Memorandum of Agreement (MMOA), and a Utility Design Agreement to implement the Project which agreements will require amendments in order to provide for the installation and integration of the "Silva Cells"; and

WHEREAS, amendments to the various locally funded agreements and memoranda of agreements are required in order to implement the "Silva Cells."

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the City Manager to execute amendments, acceptable to the City Attorney's Office, to the various locally funded agreements and memoranda of agreements with the Florida Department of Transportation, as initially approved by Resolution No. 2012-27899 dated May 9, 2012, for the construction and maintenance of the deep root green infrastructure product "Silva Cells," as part of the Florida Department of Transportation's State Road 907/Alton Road Project From 5th Street to Michigan Avenue, with funding provided by the City of Miami Beach in an amount not to exceed $250,000.00 from the FY 2013/2014 305-Quality of Life Fund - South Beach, subject to future appropriation through a budget amendment to the Capital Budget to be presented at the December 11, 2013, Commission Meeting.

PASSED and **ADOPTED** this 11th day of December, 2013.

Mayor Phillip Levine

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY 11-22-13 DATE

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CONCLUSION

The Administration has determined that the Alton Road Improvement Project is in the best interest of the City as it will address severe drainage deficiencies along Alton Road, as well as improve the aesthetics of this primary north-south arterial roadway in the City. As such, the Administration recommends that the Mayor and City Commission approve and authorize the City Manager to execute amendments, acceptable to the City Attorney's Office, to the various locally funded agreements and memoranda of agreements with the Florida Department of Transportation, as initially approved by Resolution No. 2012-27899 dated May 9, 2012.

Attachments:

A. Diagrams of the various "Silva Cell" product application for sidewalks
B. Diagram of the modified sidewalk incorporating the "Silva Cell" product
C. Resolution No. 2012-7899

JLM/JMT/JC/JR/JO

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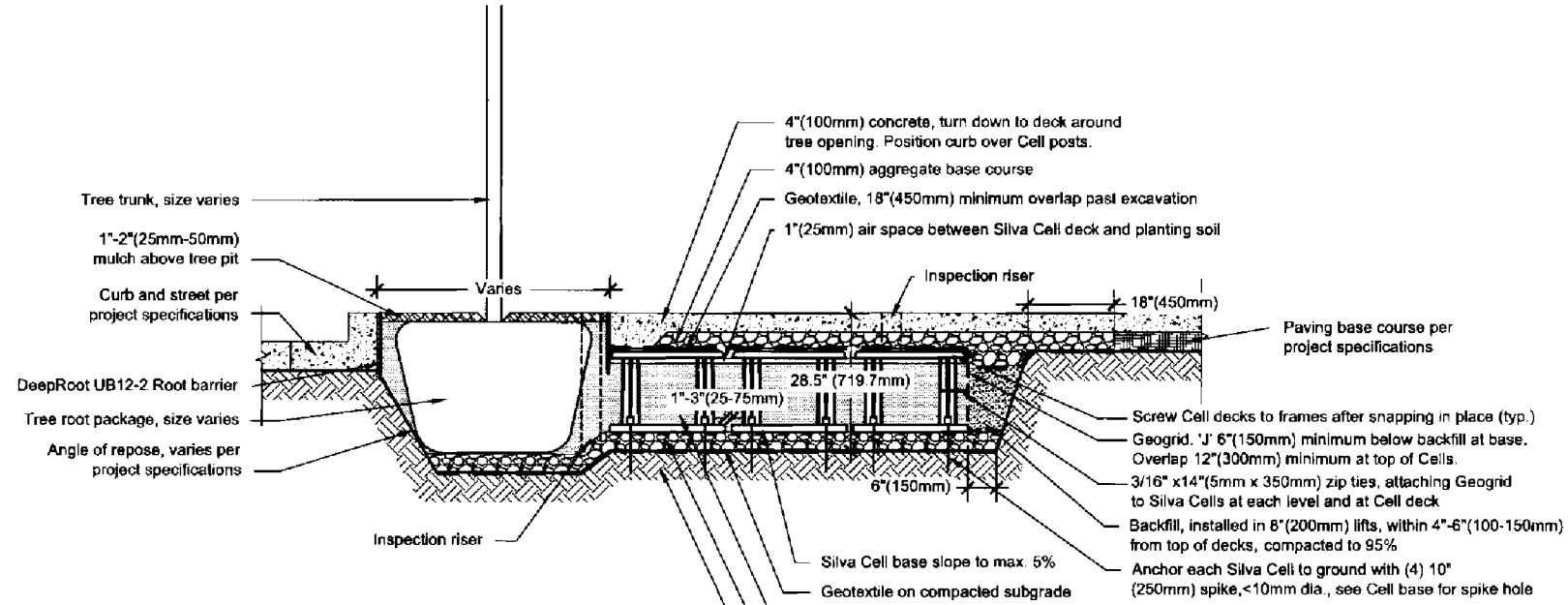

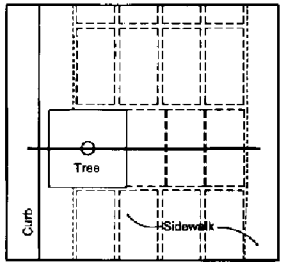

KEY PLAN
(for reference only)

NOTES:
1. Installation to be completed in accordance with manufacturer's specifications.
2. Do not scale drawings.

Disclaimer. Conditions that vary from drawings must be evaluated by a qualified Engineer and appropriate adjustments made.

DeepRoot
DeepRoot Green Infrastructure, LLC
530 Washington Street
San Francisco, California 94111
Ph. 415 781-9700
www.deeproot.com

Urban Trees and Soils
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Ph. 410 263-6838

The Kestrel Design Group
7109 Olens Lane
Minneapolis, MN 55439
952-929-9600
fax 952-225-0860
www.kestreldesigngroup.com

Project No.: 07337
Drawn by: MDB
Checked by: DR
Date: 8/1/2012

Revisions:

2012 Release

07337 DeepRoot CAD\DR-Tree Details.dwg

Silva Cells
for
STREETSCAPE
APPLICATIONS

Concrete 1.1

Attachment A

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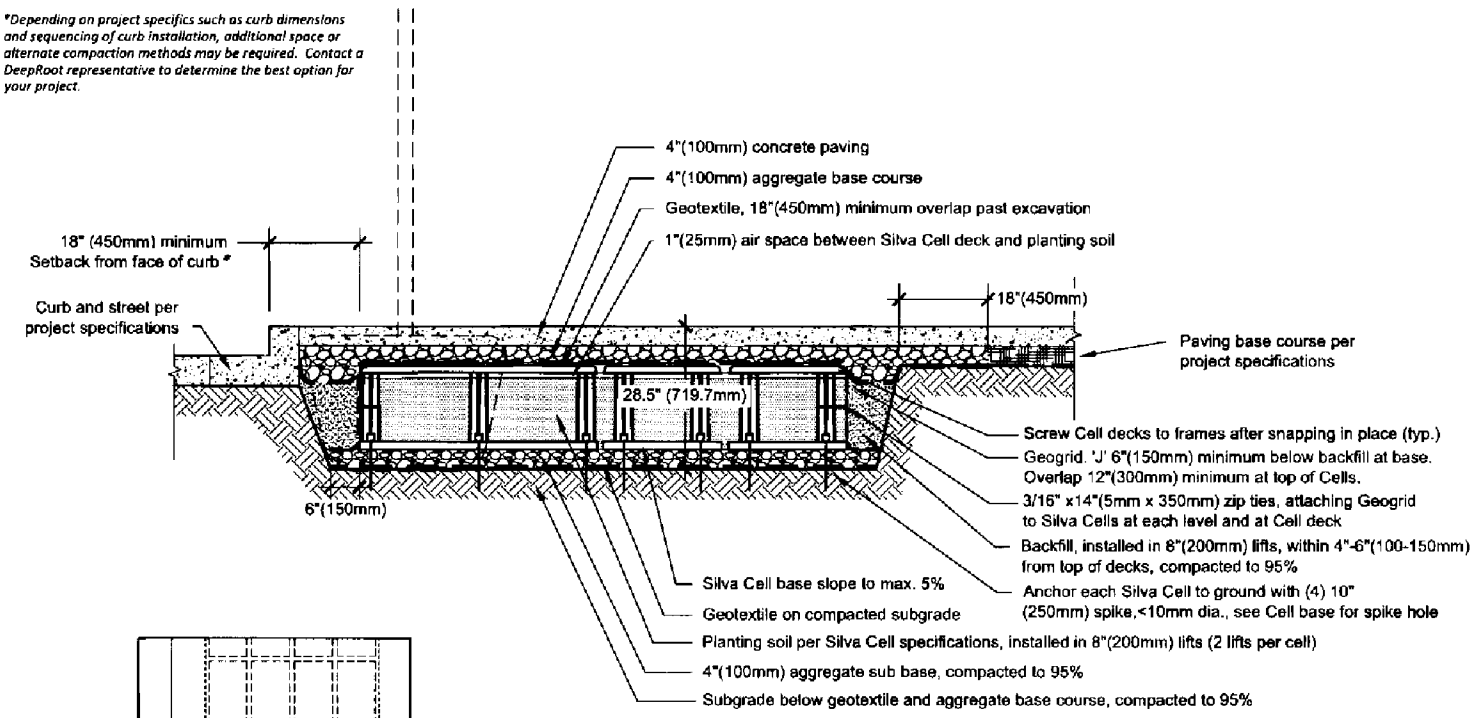
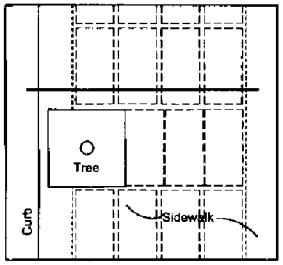
**Depending on project specifics such as curb dimensions and sequencing of curb installation, additional space or alternate compaction methods may be required. Contact a DeepRoot representative to determine the best option for your project.*





KEY PLAN
(for reference only)

NOTES:
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2. Do not scale drawings.

Disclaimer: Conditions that vary from drawings must be evaluated by a qualified Engineer and appropriate adjustments made.

DeepRoot
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530 Washington Street
San Francisco, California 94111
Ph. 415 781-9700
www.deeproot.com

Urban Trees and Soils
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Ph. 410 263-4838

The Kestrel Design Group
7109 Ohms Lane
Minneapolis, MN 55439
952-928-9600
fax 952-224-9660
www.kestreldesigngroup.com

Project No.: 07337
Drawn by: MDB
Checked by: DR
Date: 8/1/2012

Revisions

2012 Release

07337 Deeproot\CAD\SR-TreeDetails.dwg

Silva Cells
for
STREETSCAPE
APPLICATIONS

Concrete 1.2

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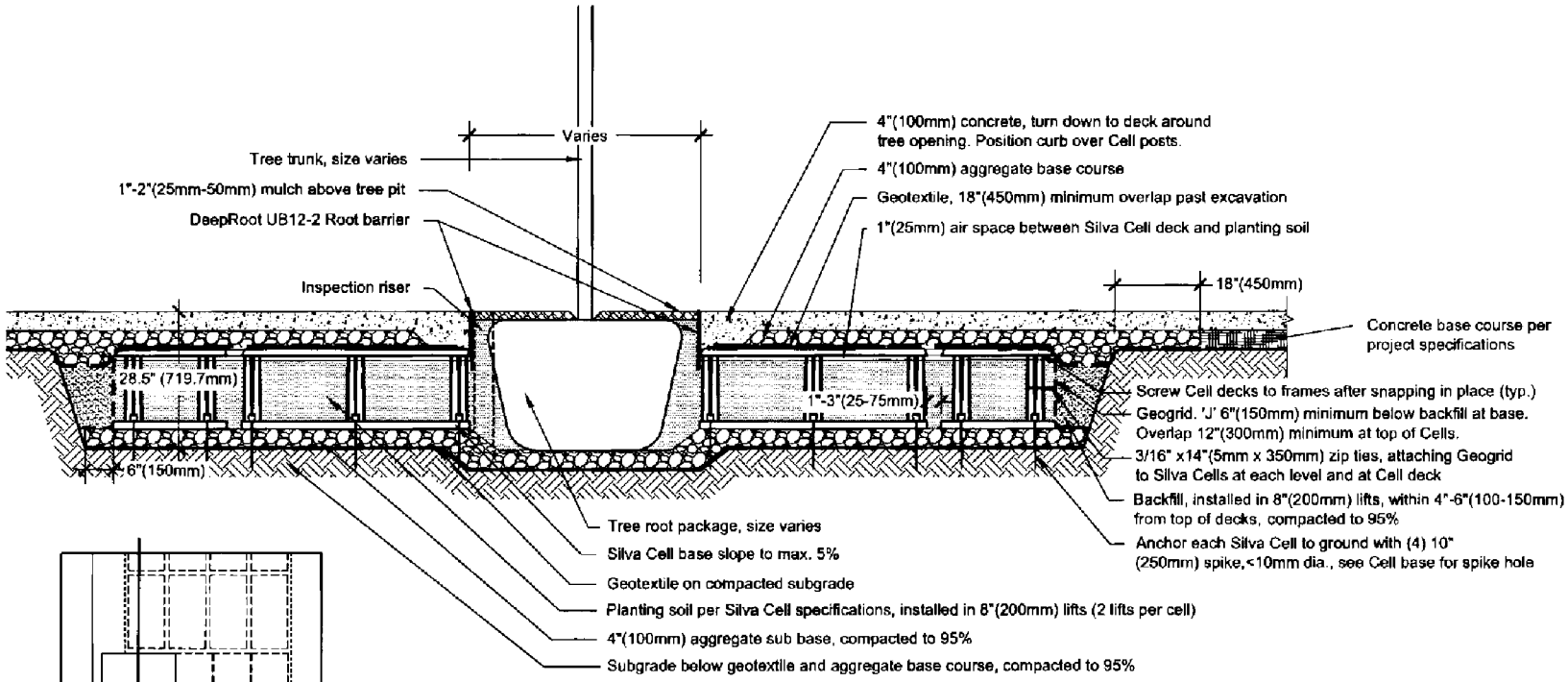

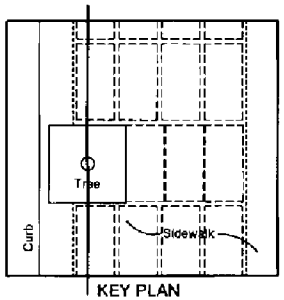

KEY PLAN
(for reference only)

NOTES:
1. Installation to be completed in accordance with manufacturer's specifications.
2. Do not scale drawings.

Disclaimer: Conditions that vary from drawings must be evaluated by a qualified Engineer and appropriate adjustments made.

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fax 952-224-9860
www.kestreldesigngroup.com

Project No.: 07337
Drawn by: MDB
Checked by: DR
Date: 8/1/2012

Revisions

2012 Release

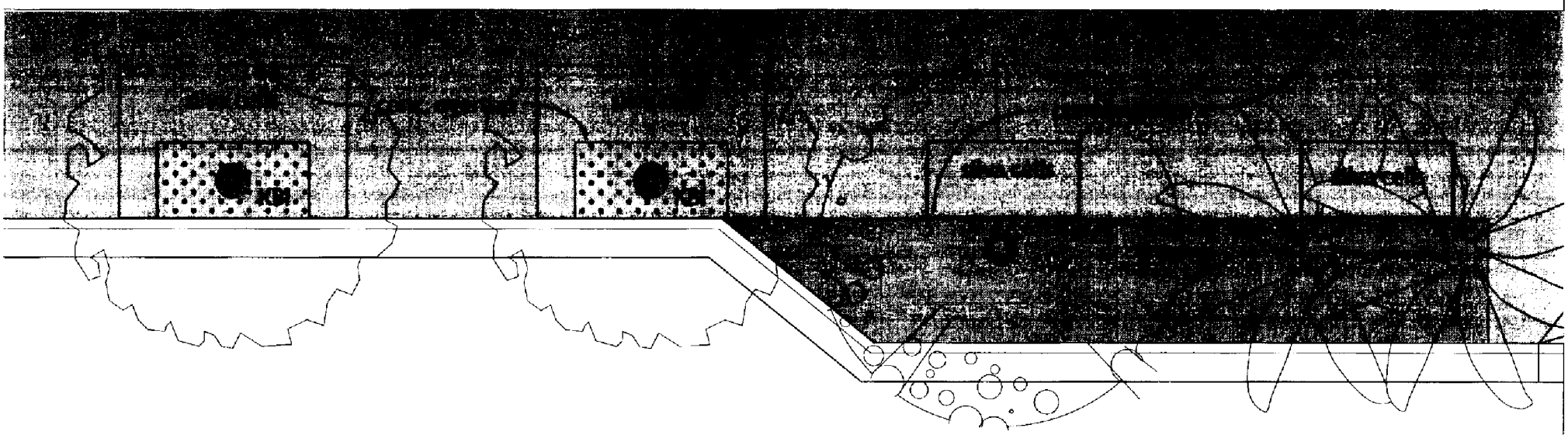
07337 Deeproot CAD\DR-TreeDetails.dwg

Silva Cells

for
STREETSCAPE
APPLICATIONS

Concrete 1.3

Attachment B



249911-1 Alton Road Silva Cell
Modification Concept

Attachment C

RESOLUTION NO. 2012-27899

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE VARIOUS LOCALLY FUNDED AGREEMENTS AND MEMORANDA OF AGREEMENTS, IN SUBSTANTIALLY THE ATTACHED FORM, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR CONSTRUCTION AND MAINTENANCE OF OFF-SYSTEM DRAINAGE IMPROVEMENTS; AND FOR CONSTRUCTION AND MAINTENANCE OF LANDSCAPE, IRRIGATION AND BONDED AGGREGATE PAVING, AS PART OF FDOT'S STATE ROAD 907/ALTON ROAD PROJECT FROM 5TH STREET TO MICHIGAN AVENUE WITH FUNDING IN THE AMOUNT OF $125,000.00.

WHEREAS, the Florida Department of Transportation (FDOT) is planning to construct certain infrastructure improvements on Alton Road/ State Road (S.R.) 907 from 5th Street to Michigan Avenue (the FDOT Project); and

WHEREAS, the City has requested that FDOT include irrigation and bonded aggregate paving for tree-wells as part of the FDOT Project; and

WHEREAS, FDOT is willing to design and construct an irrigation system and the bonded aggregate pavement tree-wells provided the City funds the increased costs associated with these elements; and

WHEREAS, FDOT requires the City to maintain the landscaping, irrigation system, and bonded aggregate paving installed as part of the Project; and

WHEREAS, the FDOT Project requires the design and construction of drainage improvements and relocation of City-owned facilities impacted by the Project and located off the State Highway System and on adjacent City streets; and

WHEREAS, FDOT is requiring the City to approve and execute various Agreements, including a Locally Funded Agreement (LFA), Memoranda of Agreement (MOA), Maintenance Memorandum of Agreement (MMOA), and Utility Design Agreement which are necessary for the design and construction of said improvements as part of the FDOT Project,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby approve and authorize the City Manager to execute various locally funded agreements and memoranda of agreements, in substantially the attached form, with the Florida Department Of Transportation, for construction and Maintenance of off-system drainage improvements; and for construction and maintenance of landscape, irrigation and bonded aggregate paving, as part of FDOT's State Road 907/Alton Road Project from 5th Street to Michigan Avenue with funding in the amount of $125,000.00.

PASSED AND ADOPTED THIS 9th **DAY OF** May **2012.**

ATTEST:

CITY CLERK **MAYOR**

MIAMI BEACH INCORPORATED MARCH 26TH 1915

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

T:\AGENDA\2012\5-9-12\FDOT Agreements for Alton Road RESO.doc

for **City Attorney** 5-2-12 **Date**

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Condensed Title:

A resolution of the Mayor and City Commission of the City of Miami Beach, accepting the donation of two specially trained canines from the Miami Beach K-9 Knights, that will be utilized by the MBPD, Operations Division, Canine Squad, which shall be used for the detection, tracking and apprehension of subjects involved in criminal activity.

Key Intended Outcome Supported:

Increase visibility of police

Supporting Data (Surveys, Environmental Scan, etc.): The 2012 City of Miami Beach Community survey determined that increasing police visibility in neighborhoods was the second most popular method for improving public safety, as 47% of residents chose this option. By maintaining the number of canine officers on the streets will ensure greater visibility in the City.

Item Summary/Recommendation:

The Miami Beach Police Department has identified a need to acquire two canine dogs with the ability to be trained to detect narcotics, track and apprehend subjects involved in criminal activity. The Miami Beach K9 Knights is a new organization that assists law enforcement agencies with obtaining dogs for their canine squads. This organization represented by Peter Catalano a City of Miami Beach resident, has graciously agreed to donate the dogs to the Miami Beach Police Department, Canine Squad. The two canine dogs will be purchased from an approved City of Miami Beach vendor for a sum of $20,000. The vendor will be responsible for training the dog in basic obedience and narcotics detection prior to acceptance by the Miami Beach Police Department. To maintain the skill levels of the handlers and the narcotics detection ability of the canine, there will be on-going training provided by the canine vendor as well as in-service training with the Canine Squad. The utilization of a dual purpose canine will assist the Miami Beach Police Department in deterring criminal activities in the City of Miami Beach.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary: NA

City Clerk's Office Legislative Tracking:

Michael Gruen, Manager
Planning and Research Section

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Raymond A. Martinez, Chief Miami Beach Police		

MIAMIBEACH

AGENDA ITEM C7N
DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE DONATION OF TWO SPECIALLY TRAINED CANINES FROM THE MIAMI BEACH K-9 KNIGHTS, THAT WILL BE UTILIZED BY THE MIAMI BEACH POLICE DEPARTMENT OPERATIONS DIVISION CANINE SQUAD, WHICH SHALL BE USED FOR THE DETECTION, TRACKING AND APPREHENSION OF SUBJECTS INVOLVED IN CRIMINAL ACTIVITY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Miami Beach Police Department has identified a need to acquire two canine dogs with the ability to be trained to detect narcotics, track and apprehend subjects involved in criminal activity. The Miami Beach K9 Knights is a new organization that assists law enforcement agencies with obtaining dogs for their canine squads. This organization represented by Peter Catalano a City of Miami Beach resident, has graciously agreed to donate the dogs to the Miami Beach Police Department, Canine Squad. The two canine dogs will be purchased from an approved City of Miami Beach vendor for a sum of $20,000. The vendor will be responsible for training the dogs in basic obedience and narcotics detection prior to acceptance by the Miami Beach Police Department. To maintain the skill levels of the handlers and the narcotics detection ability of the canine, there will be on-going training provided by the canine vendor as well as in-service training with the Canine Squad. The utilization of a dual purpose canine will assist the Miami Beach Police Department in deterring criminal activities in the City of Miami Beach.

JLM/RAM/MNO/MG

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE DONATION OF TWO SPECIALLY TRAINED CANINES FROM THE MIAMI BEACH K-9 KNIGHTS, THAT WILL BE UTILIZED BY THE MIAMI BEACH POLICE DEPARTMENT OPERATIONS DIVISION CANINE SQUAD, WHICH SHALL BE USED FOR THE DETECTION, TRACKING AND APPREHENSION OF SUBJECTS INVOLVED IN CRIMINAL ACTIVITY.

WHEREAS, the Miami Beach Police Department has identified a need to acquire two (2) multi-purpose dogs, which shall be used by the Operations Division, Canine Squad for the apprehension of criminals and detection of narcotics, which shall prevent, detect and deter those subjects involved in criminal activities that are occurring in the City of Miami Beach; and

WHEREAS, law enforcement agencies with these specially trained canines have proven to be an effective means to discourage crime, and to hinder criminal activity, which includes illegal narcotics activity and other criminal enterprises committed throughout South Florida; and

WHEREAS, the Miami Beach K-9 Knights, has graciously agreed to donate a two (2) multi-purpose canines to the Miami Beach Police Department Operations Division, Canine Squad, which shall track and apprehend those subject(s) involved in criminal activity throughout the City of Miami Beach; and

WHEREAS, these multi-purpose canines will be purchased from an approved Miami Beach Police Department canine vendor for a sum of $20,000; and

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, accept the donation of two specially trained canines from the Miami Beach K-9 Knights, which shall be used by the Miami Beach Police Department Operations Division Canine Squad, which shall be used for detection, tracking and apprehension of subject involved in criminal activity.

PASSED and ADOPTED this _____ day of December, 2013.

ATTEST BY:

_____
MAYOR PHILIP LEVINE

_____
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY DATE 11-21-13

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Condensed Title:

A Resolution Accepting The Donation Of $10,000 From Mr. David Wallack To Purchase A Specially Trained Canine To Be Utilized By The Miami Beach Police Department Operations Division Canine Squad, For The Detection, Tracking, Apprehension, And Arrest Of Subjects Involved In Criminal Activity.

Key Intended Outcome Supported:

Increase visibility of police

Supporting Data (Surveys, Environmental Scan, etc.): .): The 2012 City of Miami Beach Community survey determined that increasing police visibility in neighborhoods was the second most popular method for improving public safety, as 47% of residents chose this option. By maintaining the number of canine officers on the streets will ensure greater visibility in the City.

Item Summary/Recommendation:

The Miami Beach Police Department has identified a need to acquire a canine with the ability to be trained to detect narcotics, track and apprehend subjects involved in criminal activity. Mr. David Wallack a City of Miami Beach business owner has graciously agreed to donate a sum of $10,000 for the purchase of a dog to be utilized for narcotic detection, seizure, apprehension, and arrest of subjects involved in illegal narcotics activity. The dog will be purchased from an approved Miami Beach Police Department's canine vendor. The vendor will be responsible for training the dog in basic obedience and narcotics detection prior to acceptance by the Miami Beach Police Department. To maintain the skill levels of the handlers and the narcotics detection ability of the canine, there will be on-going training provided by the canine vendor as well as in-service training with the Canine Squad. The utilization of a dual purpose canine will assist the Miami Beach Police Department in deterring criminal activities in the City of Miami Beach.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary: NA

City Clerk's Office Legislative Tracking:

Michael Gruen, Manager
Planning and Research Section

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Raymond A. Martinez, Chief		

MIAMIBEACH

AGENDA ITEM C7O
DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE DONATION OF $10,000 FROM MR. DAVID WALLACK TO PURCHASE A SPECIALLY TRAINED CANINE TO BE UTILIZED BY THE MIAMI BEACH POLICE DEPARTMENT OPERATIONS DIVISION CANINE SQUAD, FOR THE DETECTION, TRACKING, APPREHENSION, AND ARREST OF SUBJECTS INVOLVED IN CRIMINAL ACTIVITY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Miami Beach Police Department has identified a need to acquire a canine with the ability to be trained to detect narcotics, track and apprehend subjects involved in criminal activity. Mr. David Wallack a City of Miami Beach business owner has graciously agreed to donate a sum of $10,000 for the purchase of a dog to be utilized for narcotic detection, seizure, apprehension, and arrest of subjects involved in illegal narcotics activity. The dog will be purchased from an approved Miami Beach Police Department's canine vendor. The vendor will be responsible for training the dog in basic obedience and narcotics detection prior to acceptance by the Miami Beach Police Department. To maintain the skill levels of the handlers and the narcotics detection ability of the canine, there will be on-going training provided by the canine vendor as well as in-service training with the Canine Squad. The utilization of a dual purpose canine will assist the Miami Beach Police Department in deterring criminal activities in the City of Miami Beach.

JLM/RAM/MNO/MG

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE DONATION OF $10,000 FROM MR. DAVID WALLACK TO PURCHASE A SPECIALLY TRAINED CANINE TO BE UTILIZED BY THE MIAMI BEACH POLICE DEPARTMENT'S OPERATIONS DIVISION CANINE SQUAD, FOR THE DETECTION, TRACKING, APPREHENSION, AND ARREST OF SUBJECTS INVOLVED IN CRIMINAL ACTIVITY.

WHEREAS, the Miami Beach Police Department has identified a need to acquire a multi-purpose dog, which shall be used by the Operations Division, Canine Squad for criminal apprehension and narcotics detection in order to prevent and deter those subjects involved in criminal activities that are occurring in the City of Miami Beach; and

WHEREAS, law enforcement agencies with specially trained canines have proven to be an effective means to deter and hinder criminal activity, including illegal narcotics activities committed throughout South Florida; and

WHEREAS, Mr. David Wallack, a City of Miami Beach business owner, has graciously agreed to donate $10,000 for the purchase of a specially trained canine for the Police Department Operations Division, Canine Squad, which will be utilized to track and apprehend those subject(s) involved in criminal activities throughout the City of Miami Beach; and

WHEREAS, the canine shall be purchased from an approved Miami Beach Police Department canine vendor.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, accept the donation of a specially trained canines from Mr. David Wallack, which shall be used by the Miami Beach Police Department Operations Division Canine Squad, for detection, tracking and apprehension of subject involved in criminal activity.

PASSED and ADOPTED this _____ day of December, 2013.

ATTEST BY:

_____
MAYOR PHILIP LEVINE

_____
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY AB 11-21-13 DATE

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Authorizing An Upgrade To The Automated Fingerprint Identification System (AFIS) Latent Workstation From MorphoTrak, Inc., To Include Future Maintenance; And Further Authorizing City Manager And City Clerk To Execute The MorphoTrak Product System Agreement.

Key Intended Outcome Supported:

I.

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

Item Summary/Recommendation:

The Police Department processes a significant number of fingerprints as a result of crime scene investigations and arrests processing. To assist in the processing of fingerprints, the City purchased the Automated Fingerprint Identification System ("AFIS") Latent Workstation in 2005, as authorized by Resolution No. 2005-25983, from Motorola, Inc., pursuant to a sole source designation. In 2009, MorphoTrak, Inc., purchased the AFIS division from Motorola,

The Police Department's AFIS Workstation is linked to the Miami-Dade Police Department ("County") AFIS system. The County will be upgrading its current AFIS System to the MorphoTrak MorphoBIS AFIS solution. Any local agency who is linked into the County's system must comply with the upgrade solution. Without this upgrade the Miami Beach Police Department will be unable to search, compare, or evaluate fingerprints across law enforcement agencies. Accordingly, this item requests approval to upgrade the current AFIS system to the MorphoTrak MorphoBIS AFIS solution. The total cost for the upgrade and required maintenance is estimated at a cost of $44,500. Since MorphoTrak is the only company authorized to provide upgrade and perform required maintenance services on the AFIS system, due to the proprietary hardware and software components of the system design, this request is presented as a sole source purchase.

The Administration recommends that the Mayor and City Commission adopt the attached resolution authorizing the upgrade to the MorphoTrak Automated Fingerprint Identification System (AFIS) Latent Workstation to include future maintenance, and further authorizing the City Manager and City Clerk to execute the MorphoTrak Product System Agreement.

ADOPT THE RESOLUTION

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1	$45,000	011-1140-000674
B. (TW)	2		
OBPI	Total	$45,000	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD RM	KGB	JLM

T:\AGENDA\2013December 11\Upgrade the Automated Fingerprint Identification System from MorphoTrak-Summary.doc

MIAMIBEACH

AGENDA ITEM C7P
DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION, OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING AN UPGRADE TO THE AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS) LATENT WORKSTATION FROM MORPHOTRAK, INC., TO INCLUDE FUTURE MAINTENANCE; AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE MORPHOTRAK PRODUCT SYSTEM AGREEMENT.**

ADMINISTRATION RECOMMENDATION
Adopt the Resolution.

KEY INTENDED OUTCOME
Increase community satisfaction with City government.

FUNDING
Account No. 011-1140-000674 - $45,000.00

BACKGROUND INFORMATION
The Police Department processes a significant number of fingerprints as a result of crime scene investigations and arrests processing. To assist in the processing of fingerprints, the City purchased the Automated Fingerprint Identification System ("AFIS") Latent Workstation in 2005, as authorized by Resolution No. 2005-25983, from Motorola, Inc., pursuant to a sole source designation. In 2009, MorphoTrak, Inc., purchased the AFIS division from Motorola,

The Police Department's AFIS Workstation is linked to the Miami-Dade Police Department ("County") AFIS system. The County will be upgrading its current AFIS System to the MorphoTrak MorphoBIS AFIS solution. Any local agency who is linked into the County's system must comply with the upgrade solution. Without this upgrade the Miami Beach Police Department will be unable to search, compare, or evaluate fingerprints across law enforcement agencies. Accordingly, this item requests approval to upgrade the current AFIS system to the MorphoTrak MorphoBIS AFIS solution. The total cost for the upgrade and required maintenance is estimated at a cost of $44,500. Since MorphoTrak is the only company authorized to provide upgrade and perform required maintenance services on the AFIS system, due to the proprietary hardware and software components of the system design, this request is presented as a sole source purchase.

CONCLUSION
The Administration recommends that the Mayor and City Commission adopt the attached resolution authorizing the upgrade to the MorphoTrak Automated Fingerprint Identification System (AFIS) Latent Workstation to include future maintenance, and further authorizing the City Manager and City Clerk to execute the MorphoTrak Product System Agreement.

T:\AGENDA\2013\December 11\Procurement]Upgrade to the Automated Fingerprint Identification (AFIS) from MorphoTrak - Memo Final.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING AN UPGRADE TO THE AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS) LATENT WORKSTATION AND FUTURE MAINTENANCE FROM MORPHOTRAK INC., AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PRODUCT SYSTEM AGREEMENT WITH MORPHOTRAK, INC., FOR SAID PURPOSE, IN THE TOTAL AMOUNT OF $44,500.

WHEREAS, the City purchased an Automated Fingerprint Identification System (AFIS) in 2005, as authorized by Resolution No. 2005-25983, from Motorola, Inc., Printrak; and

WHEREAS, in 2009, MorphoTrak, Inc., purchased this division from Motorola, Printrak; and

WHEREAS, MorphoTrak is the only company authorized to perform maintenance services on the AFIS system, due to the proprietary hardware and software components of the system design; and

WHEREAS, the Miami Beach Police Department's AFIS Workstation is linked to the Miami-Dade Police Department ("County") AFIS system; and

WHEREAS, the County will be upgrading its AFIS System to the MorphoTrak MorphoBIS; and

WHEREAS, any local agency who is linked into the County's system must comply with the upgrade; and

WHEREAS, without this upgrade, the Miami Beach Police Department will not able to search, compare, nor evaluate any fingerprints using the Automated Fingerprint Identification System (AFIS); and

WHEREAS, the Police Department needs to upgrade its current system to the MorphoTrak MorphoBIS to be compatible with the County's system, at a cost of $44,500.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the upgrade to the Automated Fingerprint Identification System (AFIS) Latent Workstation, to include future maintenance, and further authorize the Mayor and City Clerk to execute a Product System Agreement with MorphoTrak Inc., for such purpose, in the total amount of $44,500.

PASSED AND ADOPTED this _____ day of _____2013.

ATTEST:

_____ _____

Rafael Granado, City Clerk Philip Levine, Mayor

T:\AGENDA\2013\December 11\Procurement\Upgrade to the Automated Fingerprint Identification System from MorphoTrak - Resolution.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12-3-13 Date

SAFRAN
MorphoTrak

1250 North Tustin Avenue
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 238-2049

October 15, 2013

Mr. Phillip Womack
Miami Beach Police Department
1100 Washington Avenue
Miami Beach, FL 33139
Tel: (305) 673-7995
Email: **phillipwomack@miamibeachfl.gov**

Reference #MTFL-A101712-04B

Dear Mr. Womack:
This proposal replaces the previous proposal dated January 15, 2013.

MorphoTrak, Inc. is pleased to provide Miami Beach Police Department with the following quotation to upgrade the Miami Beach Police Department existing latent workstation at the same time as the Miami-Dade Police Department upgrades its AFIS to the MorphoTrak MorphoBIS.

Background
Miami Beach Police Department has an existing MorphoTrak (Printrak) Latent Workstation that submits to the Miami-Dade Police Department (MDPD) AFIS. The MDPD is upgrading its AFIS to a MorphoTrak MorphoBIS which will require an upgrade of the Latent Workstation installed at Miami Beach Police Department.

Solution Description and Pricing
MorphoTrak proposes the equipment and services described in Table 1.

Latent Expert Workstation Upgrade

Table 1. Pricing and Maintenance

DESCRIPTION	PER UNIT PRICE
Latent Expert Workstation Hardware and Software Upgrade, including: • Latent Expert Workstation Application Software • Third-party Software Licenses • Control Computer, keyboard, mouse • Infinity Latent Camera • Monitor 24" LED • Installation • Training • **Warranty**: 1 Year On-site ***Advantage*** Solution warranty, 9X5, Next day on-site response and parts replacement • Freight	**$44,500**

This solution is contingent on an upgrade of the Miami-Dade Police Department AFIS to a MorphoBIS system.

Standard shipping is 45-60 days after receipt of order, or as otherwise scheduled.

Customer Responsibilities
Miami Beach Police Department is responsible for the following:

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- Maintaining all required authorizations for connecting to the Miami Dade Police Department.

Assumptions
In developing this proposal, MorphoTrak has made the following assumptions:

- There are no external interfaces to support which includes but is not limited to records management system, etc.
- An inter-agency agreement between Miami Beach Police Department and MDPD will remain in place.
- Miami Beach Police Department will provide all necessary communication to connect to MDPD. This includes, but is not limited to hubs, routers, modems, etc.

Additional engineering effort by MorphoTrak beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the agency's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. MorphoTrak assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to MorphoTrak within twenty days after the date of the invoice. Product purchase will be governed by the MorphoTrak Product Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon MorphoTrak unless a subsequent agreement is signed by both parties.

MorphoTrak reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, MorphoTrak will makes its best effort to provide a suitable replacement.

Proposal Expiration: January 14, 2014

Purchase orders should be sent to MorphoTrak by facsimile or United States mail. Please direct all order correspondence, including Purchase Order, to: Jayne Goodall, MorphoTrak, Inc., 1250 North Tustin Avenue, Anaheim, California 92807; Tel: (714) 575-2956; Fax: (714) 238-2049; Email: **jayne.goodall@morpho.com.**

We look forward to working with you.

Sincerely,

Barry Fisher
Senior Sales Director

By signing this signature block below, Miami Beach Police Department agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes MorphoTrak, Inc. to ship and provide these product and services:

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): _____

Please provide Billing Address:

_____

_____

_____

_____

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

_____

_____

_____

_____

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

MorphoTrak Product System Agreement

MorphoTrak, Inc., ("MorphoTrak" or "Seller") having a place of business at _____ and _____, ("Customer"), having a place of business at _____, enter into this Biometrics Products and System Sales Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the System or Products, as described below. Seller and Customer may be referred to individually as "party" and collectively as "parties." For good and valuable consideration, the parties agree as follows:

SECTION 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between Exhibits A through E will be resolved in the order in which they are listed.

Exhibit A - MorphoTrak "Software License Agreement"
Exhibit B - "Payment Schedule"

SECTION 2. DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

2.1 "Acceptance Tests" means those tests described in the Acceptance Test Plan.

2.2 "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

2.3 "Contract Price" means the price for the System or Products, exclusive of any applicable sales or similar taxes and freight charges.

2.4 "Effective Date" means that date upon which the last party to sign this Agreement has executed it.

2.5 "Equipment" means the equipment listed in the List of Deliverables or List of Products that Customer is purchasing from Seller under this Agreement.

2.6 "Infringement Claim" means a third party claim alleging that the Equipment manufactured by MorphoTrak or the MorphoTrak Software infringes upon the third party's United States patent or copyright.

2.7 "MorphoTrak" means MorphoTrak, Inc., a Delaware corporation.

2.8 "MorphoTrak Software" means Software that MorphoTrak or Seller owns.

2.9 "Non-MorphoTrak Software" means Software that a party other than MorphoTrak or Seller owns.

2.10 "Open Source Software" means software that has its underlying source code freely available to evaluate, copy, and modify. Open Source Software and the terms "freeware" or "shareware" are sometimes used interchangeably.

2.11 "Printrak" means MorphoTrak, Inc., a Delaware corporation.

2.12 "Products" means the Equipment and Software provided by Seller under this Agreement.

2.13 "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by MorphoTrak or Seller under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by MorphoTrak, Printrak, or another party.

2.14 "Software" means the MorphoTrak Software and Non-MorphoTrak Software in object code format that is furnished with the System or Equipment and which may be listed on the List of Deliverables or List of Products.

2.15 "Specifications" means the functionality and performance requirements described in the Technical and Implementation Documents.

2.16 "Subsystem" means a major portion of the entire System that performs specific functions or operations as described in the Technical and Implementation Documents.

2.17 "System" means the Equipment, Software, services, supplies, and incidental hardware and materials combined together into a system as more fully described in the Technical and Implementation Documents.

2.18 "System Acceptance" means the Acceptance Tests have been successfully completed.

SECTION 3. SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. For System sales, Seller will provide, ship, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement. For Product sales, Seller will provide, ship, and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, Seller and Customer will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect such adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.3. TERM. For System sales: Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the date of System Acceptance or expiration of the warranty period as set forth in Section 9, whichever occurs last. For Product sales: Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the expiration of the warranty period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT, SOFTWARE, OR SERVICES. For three (3) years after the Effective Date of this Agreement, Customer may order additional Equipment, Software, or services provided they are then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment, Software, or services. Title and risk of loss to additional Equipment will pass at shipment; warranty will commence upon delivery; and payment is due within twenty (20) days after the invoice date. Seller will send Customer an invoice as the additional Equipment is shipped, Software is licensed, or services are performed.

3.5. MAINTENANCE SERVICE.

3.5.1. System Sales After the warranty period, Customer may purchase maintenance and support services for the Equipment and MorphoTrak Software by executing the Maintenance and Support Agreement.

3.5.2. Product Sales This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Seller will provide a separate maintenance and support proposal upon request.

3.6. MORPHOTRAK SOFTWARE. Any MorphoTrak Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MORPHOTRAK SOFTWARE. Any Non-MorphoTrak Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the

Effective Date unless the copyright owner has granted to MorphoTrak the right to sublicense the Non-MorphoTrak Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. MorphoTrak makes no representations or warranties of any kind regarding Non-MorphoTrak Software. Non-MorphoTrak Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, MorphoTrak will use commercially reasonable efforts to (i) determine whether any Open Source Software will be provided under this Agreement; and if so, (ii) identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where such license may be found); and (iii) provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. SUBSTITUTIONS. At no additional cost to Customer, Seller reserves the right to substitute any Equipment, Software, or services to be provided by Seller, provided that the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any such substitution will be reflected in a change order.

3.9. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1 of this Agreement, or if the Parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer shall have the right and option to purchase the equipment, software, and related services that are described and listed in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the purchase of the selected equipment, software, and related services. However, the parties acknowledge that certain contractual provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers to Seller the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

SECTION 4. PERFORMANCE SCHEDULE

Seller and Customer agree that they will perform their respective responsibilities substantially in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Seller to proceed with performance of this Agreement.

SECTION 5. CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is SPELL OUT PRICE ($_), or if applicable, the Contract Price is as stated in the Payment Schedule. A pricing summary may be included with the Payment Schedule. If there is a reduction in the services, Software, and/or Equipment quantities, it may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Seller will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Seller within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for MorphoTrak, Inc. is 33-0154789.

5.3 FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be pre-paid by Seller and added to the invoices. Title to the Equipment will pass to Customer upon shipment, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Seller will pack and ship all Equipment in accordance with good commercial practices.

5.4 INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

_____

_____

_____

_____

The city which is the ultimate destination where the Equipment will be delivered to Customer is: _____

_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

_____

_____

_____

_____

Customer may change this information by giving written notice to MorphoTrak.

SECTION 6. SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide (i) a designated project manager; (ii) all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites; and (iii) access to the work sites identified in the Technical and Implementation Documents as reasonably requested by Seller so that it may perform its duties in accordance with the Performance Schedule and Statement of Work.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. Before installing the Equipment or Software at a work site, Seller will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section.

6.3. SITE ISSUES. If Seller or Customer determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, Seller and Customer will promptly investigate the conditions and will select replacement sites or adjust the installation plans and Specifications as necessary. If such change in sites or adjustment to the installation plans and Specifications causes a change in the cost or time to perform, the parties will equitably amend the Contract Price or Performance Schedule, or both, by a change order.

SECTION 7. TRAINING

Any training to be provided by Seller to Customer under this Agreement will be described in a written training plan that is part of the Statement of Work. Customer will notify Seller immediately if a date change for a scheduled training program is required. If Seller incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Seller is entitled to recover these additional costs.

SECTION 8. ACCEPTANCE

8.1 SYSTEM ACCEPTANCE

8.1.1 COMMENCEMENT OF ACCEPTANCE TESTING. Seller will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.1.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests described in the Acceptance Test Plan. Upon System Acceptance, the parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for such Subsystem or phase, and the parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes that the System has failed the completed Acceptance Tests, Customer will provide to Seller a written notice that includes the specific details of such failure. If Customer does not provide to Seller such notice within ten (10) business days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.1.3 BENEFICIAL USE. Customer acknowledges that Seller's ability to perform its implementation and testing responsibilities under this Agreement may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Seller's prior written authorization, which Seller will not unreasonably withhold. Seller is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System and payment in full is due.

8.2 PRODUCT ACCEPTANCE

8.2.1. Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

SECTION 9. REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY (System sales only). Seller represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Seller is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Seller attached to or used in connection with the System or for reasons beyond Seller's control, such as (i) an earthquake, adverse atmospheric conditions, or other natural causes; (ii) Customer changes to load usage or configuration outside the Specifications; or (iii) any acts of parties who are beyond Seller's control.

9.2. EQUIPMENT WARRANTY.

9.2.1. System Sales For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Seller warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.2.2. Product Sales For one (1) year from the date of shipment, Seller warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

9.3. MORPHOTRAK SOFTWARE WARRANTY.

9.3.1 System Sales Unless otherwise stated in the Software License Agreement, for one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Seller warrants the MorphoTrak Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the MorphoTrak Software. If System Acceptance is delayed beyond six (6) months after shipment of the MorphoTrak Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the MorphoTrak Software.

9.3.2. Product Sales Unless otherwise stated in the Software License Agreement, for one (1) year from the date of shipment, Seller warrants the MorphoTrak Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the MorphoTrak Software.

9.4. EXCLUSIONS TO EQUIPMENT AND MORPHOTRAK SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or MorphoTrak Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (viii) freight costs to ship Equipment to the repair depot; (ix) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (x) normal or customary wear and tear.

9.5. WARRANTY CLAIMS. For Customer to assert a claim that the Equipment or MorphoTrak Software does not conform to these warranties, Customer must notify Seller in writing of the claim before the expiration of the warranty period.. Upon receipt of such notice, Seller will investigate the warranty claim. If this investigation confirms a valid warranty claim, Seller will (at its option and at no additional charge to Customer) repair the defective Equipment or MorphoTrak Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or MorphoTrak Software. Such action will be the full extent of Seller's liability hereunder. If this investigation indicates the warranty claim is not valid, then Seller may invoice Customer for responding to the claim on a time and materials basis using Seller's current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Seller.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Seller to the original user purchasing the System or Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MORPHOTRAK SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 10. DELAYS

10.1. FORCE MAJEURE. Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER (System Sales Only). If the Performance Schedule is delayed because of Customer (including any of its other contractors), (i) Customer will make the promised payments according to the Payment Schedule as if no delay occurred; and (ii) the parties will execute a change order to extend the Performance Schedule and, if requested by Seller, compensate Seller for all reasonable charges incurred because of such delay. Delay charges may include costs incurred by Seller or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

SECTION 11. DISPUTES

11.1. SETTLEMENT PREFERRED. Seller and Customer, through their respective project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Seller and Customer within thirty (30) days after notice by one of the parties demanding non-binding mediation. Seller and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

11.2. LITIGATION. Any claim relating to intellectual property or breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation as described above in Section 11.1 may be submitted by either party to a court of competent jurisdiction in the state in which the System or Product is installed. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if (i) good faith efforts to resolve the dispute under these procedures have been unsuccessful; or (ii) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors.

SECTION 12. DEFAULT AND TERMINATION

12.1. DEFAULT BY A PARTY. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless a Force Majeure causes such failure) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either (i) cure the default or (ii) if the default is not curable within thirty (30) days, to provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Customer is the defaulting party, MorphoTrak may stop work on the project until it approves the Customer's cure plan.

12.2. FAILURE TO CURE. If a defaulting party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of such termination, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information (as defined in Section 15.1).

For System sales: If Customer is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Customer may as its exclusive remedy recover from Seller either (i) the diminution of value of the System due to the breach if it does not complete the System through a third party, or (ii) the reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price if it completes the System through a third party. In either case, Customer agrees to use its best efforts to mitigate damages and to provide Seller with detailed records substantiating the damages claim.

SECTION 13. INDEMNIFICATION

13.1. GENERAL INDEMNITY BY SELLER. Seller will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Seller, its subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that Customer gives Seller prompt, written notice of any such claim or suit. Customer shall cooperate with Seller in its defense or settlement of such claim or suit. This section sets forth the full extent of Seller's general indemnification of Customer from liabilities that are in any way related to Seller's performance under this Agreement.

13.2. PATENT AND COPYRIGHT INFRINGEMENT.

13.2.1. Seller will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and Seller will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Seller's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying Seller in writing of such Infringement Claim; (ii) Seller having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to Seller cooperation and, if requested by Seller, reasonable assistance in the defense of the Infringement Claim.

13.2.2. If an Infringement Claim occurs, or in Seller's opinion is likely to occur, Seller may at its option and expense procure for Customer the right to continue using the Equipment or MorphoTrak Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or MorphoTrak Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and MorphoTrak Software.

13.2.3. Seller will have no duty to defend or indemnity for any Infringement Claim that is based upon (i) the combination of the Equipment or MorphoTrak Software with any software, apparatus or device not furnished by Seller; (ii) the use of ancillary equipment or software not furnished by Seller and that is attached to or used in connection with the Equipment or MorphoTrak Software; (iii) any Equipment that is not Seller's design or formula; (iv) a modification of the MorphoTrak Software by a party other than Seller; or (v) the failure by Customer to install an enhancement release to the MorphoTrak Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Seller with respect to infringement of patents and copyrights by the Equipment and MorphoTrak Software or any parts thereof.

SECTION 14. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER WILL NOT be liable for any commercial loss; inconvenience; loss of use, time, data, goodwill, revenues, profits or savings; or other SPECIAL, incidental, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

SECTION 15. CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is

explicitly approved for release by written authorization of the disclosing party.

15.1.2. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1. MorphoTrak, the third party manufacturer of any Equipment, and the copyright owner of any Non-MorphoTrak Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of MorphoTrak, any copyright owner of Non-MorphoTrak Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by MorphoTrak in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in MorphoTrak, and this Agreement does not grant to Customer any shared development rights of intellectual property.

15.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in the Proprietary Rights of MorphoTrak or Seller. Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

SECTION 16. MISCELLANEOUS

16.1. TAXES. The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Seller's income or net worth), all of which will be paid by Customer except as exempt by law. If Seller is required to pay or bear the burden of any such taxes, it will send an invoice to Customer and Customer will pay to it the amount of such taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.

16.2. ASSIGNABILITY. Neither party may assign this Agreement without the prior written consent of the other party, except that Seller may assign this Agreement to any successor of Seller's biometrics business or to any party acquiring the assets used by Seller in conducting such biometrics business or otherwise performing Seller's obligations under this Agreement..

16.3. SUBCONTRACTING. Seller may subcontract any portion of the work, but such subcontracting will not relieve Seller of its duties under this Agreement.

16.4 WAIVER. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

16.5. SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

16.6. INDEPENDENT CONTRACTORS. Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

16.7. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

16.8. GOVERNING LAW. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed or the State where the Product is delivered.

16.9. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

16.10. NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

Customer

_____

_____

_____

_____

MorphoTrak

_____

_____

_____

_____

16.11. COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System or Product.

16.12. AUTHORITY TO EXECUTE AGREEMENT. Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any governing authority of the party.

16.13. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

16.14. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.6 (MorphoTrak Software); Section 3.7 (Non-MorphoTrak Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Section 11 (Disputes); Section 14 (Limitation of Liability); Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

SECTION 17. AGREEMENT EXECUTION

The parties hereby enter into this Agreement as of the Effective Date.

MORPHOTRAK, INC. ("SELLER"):

Signed _____

Name Barry Fisher

Title Senior Sales Director

Date October 15, 2013

NAME ("CUSTOMER")

Signed _____

Name _____

Title _____

Date _____

EXHIBIT A

SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means MorphoTrak, Inc., ("MorphoTrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (Biometrics Products and System Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by MorphoTrak to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (Biometrics Products and System Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by MorphoTrak; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

MorphoTrak and Licensee enter into this Agreement in connection with MorphoTrak's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license MorphoTrak is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, MorphoTrak grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under MorphoTrak's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, MorphoTrak will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or

merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of MorphoTrak's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by MorphoTrak in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to MorphoTrak of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to MorphoTrak at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

MorphoTrak, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by MorphoTrak or another party, or any improvements that result from MorphoTrak's processes or, provision of information services).

No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by MorphoTrak in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in MorphoTrak, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, MorphoTrak warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by MorphoTrak solely with reference to the Documentation. MorphoTrak does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. MorphoTrak makes no representations or warranties with respect to any third party software included in the Software.

6.2 MorphoTrak's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If MorphoTrak cannot correct the defect within a reasonable time, then at MorphoTrak's option, MorphoTrak will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and MorphoTrak disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not MorphoTrak knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, MorphoTrak disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without MorphoTrak's prior written consent. MorphoTrak's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by MorphoTrak, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by MorphoTrak.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to MorphoTrak that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to MorphoTrak or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that MorphoTrak made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to MorphoTrak for which monetary damages would be inadequate. If Licensee breaches this Agreement, MorphoTrak may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under MorphoTrak's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain MorphoTrak's valuable proprietary and Confidential Information and are MorphoTrak's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of MorphoTrak and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of MorphoTrak and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

PAYMENT SCHEDULE

EXHIBIT B

This quote is subject to the following

1. One hundred percent (100%) of the purchase price due at delivery.
2. Payment net twenty (20) days from receipt of invoice.[1]

[1] Customer's payment shall be due and payable no later than twenty (20) days after date of MorphoTrak's invoice. MorphoTrak will accept a check payable to MorphoTrak, Inc or a wire transfer drawn on a United States financial institution. Any payment not received by MorphoTrak on the twenty-first day shall accrue interest compounded at one and one-half percent (1-1/2%) per month. Any collection or attorney's fees incurred by MorphoTrak seeking to enforce payment under this Agreement shall be reimbursed by Customer.

SAFRAN
MorphoTrak

1250 N. Tustin Ave.
Anaheim, CA 92807
Tel: (714) 238-2000
Fax:(714) 238-2078

October 30, 2013

Juan Pedroso
Miami Beach Police Department
1100 Washington Avenue
Miami Beach, FL 33139

RE: Sole Source

Dear Mr. Pedroso,

MorphoTrak, Inc. is the leader in Automated Fingerprint Identification Systems Worldwide. Our equipment is manufactured and integrated at 1250 North Tustin Avenue Anaheim, CA 92807. The systems we manufacture are a combination of commercial off-the-shelf products and proprietary hardware and software components, which combine to make up the Latent Stations we sell and deliver to law enforcement agencies. Such is the case with the system located at the Miami Beach Police Department.

By nature of the proprietary hardware and software components and the overall system design, there are currently no other companies authorized to perform maintenance services on our systems. Therefore, our support contracts must be considered a sole source item of procurement for the Miami Beach Police Department and any other agency that requires support services to be performed on their AFIS products.

Thank you for your continued support of MorphoTrak. We look forward to a long partnership with you.

Sincerely,

Victor Bennett
Contracts Administration Specialist
MorphoTrak, Inc.

SAFRAN
MorphoTrak

1250 N. Tustin Ave.
Anaheim, CA 92807
Tel: (714) 238-2000
Fax:(714) 238-2078

November 13, 2013

Juan Pedroso
Miami Beach Police Department

Dear Mr. Pedroso :

The acquisition by Sagem Sécurité of the Biometrics division of Motorola (also known as Printrak, a Motorola Company) came into effect on April 9, 2009. As a result, Sagem Morpho, Inc. acquired the assets of Motorola's Printrak Biometric division and subsequently changed its corporate name to MorphoTrak, Inc. on April 13, 2009. In completing the transaction, MorphoTrak's shares were transferred internally within the Safran group making MorphoTrak a wholly owned subsidiary of Safran USA.

Attached is an Information Guide with pertinent data that will help you with this transition.

Sincerely,

Victor BENNETT
Contracts Administration Specialist
Support & Test Business Unit

T (714) 575-2964
F (714) 237-0050
E victor.bennett@morpho.com
1250 N. Tustin Ave
Anaheim, CA 92807
www.morpho.com

SAFRAN
MorphoTrak

1250 N. Tustin Ave.
Anaheim, CA 92807
Tel: (714) 238-2000
Fax:(714) 238-2078

INFORMATION GUIDE

MorphoTrak's FEIN, DUNS Numbers

FEIN 33-0154789
DUNS 14-855-3712

Trade References

Scansource
4050 East Cotton Blvd
Phoenix, AZ 85040
(800) 861-9604
(602) 437-1910 Fax

Bacon Industries
192 Pleasant Street
Watertown, MA 02472
(617) 926-2550
(617) 926-2022 Fax

Arrow Electronic Inc
6675 Parkland Blvd
Solon, OH 44139
(440) 498-6700

Purchase Orders

Please continue to send your purchase orders to:
1250 N. Tustin Ave.
Anaheim, CA 92807

Remit Address

The new remit to address is:
33405 8th Avenue South
Federal Way, WA U.S.A. 98003

Customer Support Requests

All customer support requests should continue to be logged with the Printrak Division Customer Support Center at (800) 734-6241, cscenter@morpho.com.

RESOLUTION NO. 2005-25983

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ADMINISTRATION TO ISSUE A PURCHASE ORDER TO MOTOROLA, AS THE SOLE SOURCE PROVIDER OF THE OMNITRAK LATENT STATION, FOR THE POLICE DEPARTMENT'S FINGERPRINT AND PALM PRINT SYSTEM, IN THE ESTIMATED AMOUNT OF $93,100.00.

WHEREAS, the Florida Department of Law Enforcement (FDLE) is in the process of replacing their Criminal History System and the Automated Fingerprint Identification System (AFIS) and is working with Motorola for the implementation of this upgraded system; and

WHEREAS, the City's AFIS System interfaces with the Miami-Dade Police Department (MDPD) central AFIS site, whereby the City's Police Department runs fingerprint checks locally, prior to submitting them to the FDLE; and

WHEREAS, the MDPD AFIS system is connected to the FDLE AFIS System; and

WHEREAS, so as not to lose connectivity with the State pursuant to the FDLE's new system, the MDPD is upgrading all of their AFIS components to the Motorola Omnitrak Latent Station package, which will be operational in early December 2005; and

WHEREAS, once MDPD completes this change in equipment, the City will no longer be able to run fingerprint checks locally or at the State level, due to system compatibility issues; and

WHEREAS, in order to maintain the compatibility and the capability of performing latent fingerprint comparisons through interfacing with both the County and State databases, the City's Police Department must upgrade the existing Motorola System to the Motorola Omnitrak AFIS; and

WHEREAS, as provided pursuant to Section 2-367 (d) of the Miami Beach City Code, the Administration has determined that Motorola meets the requirements for sole source provider of the Omnitrak Latent Station, for the Police Department's fingerprint and palm print system and would therefore recommend that a purchase order be issued to Motorola, in the estimated amount of $93,100.00.

NOW, THEREFORE, BE IT DULY RESOLVED, BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission, hereby approve and authorize the Administration to issue a Purchase Order to Motorola, as the sole source provider of the Omnitrak Latent Station, for the Police Department's fingerprint and palm print system, in the estimated amount of $93,100.00.

PASSED and **ADOPTED** this 8th day of September, 2005

MAYOR
David Dermer

ATTEST:

CITY CLERK
Robert Parcher

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 9-1-05 Date

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY

Condensed Title:

A Resolution Of The Mayor and City Commission Of The City Of Miami Beach, Approving The Administration To Issue a Purchase Order to Motorola, The Sole Source Provider of the Omnitrak Latent Station, for the Police Department's Fingerprint and Palm Print System, in the Estimated Amount of $93,100.

Issue:

Shall the Commission Adopt the Resolution?

Item Summary/Recommendation:

The Florida Department of Law Enforcement (FDLE) is in the process of replacing their Criminal History System and the Automated Fingerprint Identification System (AFIS) and is working with Motorola for the implementation of this upgraded system. The City's AFIS System interfaces with the Miami-Dade Police Department (MDPD) central AFIS site, whereby the City's Police Department runs fingerprint checks locally, prior to submitting them to the FDLE. In turn, the MDPD AFIS system is connected to the FDLE AFIS System.

So as not to lose connectivity with the State pursuant to the FDLE's new system, the MDPD is upgrading all of their AFIS components to the Motorola Omnitrak Latent Station package, which will be operational in early December 2005. Once MDPD completes this change in equipment, the City will no longer be able to run fingerprint checks locally or at the State level, due to system compatibility issues.

In order to maintain the compatibility and the capability of performing latent fingerprint comparisons through interfacing with both the County and State databases, the City's Police Department must upgrade the existing Motorola System to the Motorola Omnitrak AFIS.

Motorola is the owner of the software and the design, as well as the sole provider of the MDPD AFIS expansion. No other vendor can interface with, or modify, the Motorola equipment that is in place.

ADOPT THE RESOLUTION

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
		$ 93,100.00	Police Confiscation Account # 603-4750-000674	
	Total	$ 93,100.00		

City Clerk's Office Legislative Tracking:

Gus Lopez, Ext 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL	RS	JMG

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AGENDA ITEM C7D
DATE 9-8-05

CITY OF MIAMI BEACH

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

COMMISSION MEMORANDUM

To: Mayor David Dermer and Members of the City Commission

Date: September 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO ISSUE A PURCHASE ORDER TO MOTOROLA, AS THE SOLE SOURCE PROVIDER OF THE OMNITRAK LATENT STATION, FOR THE POLICE DEPARTMENT'S FINGERPRINT AND PALM PRINT SYSTEM, IN THE ESTIMATED AMOUNT OF $93,100.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

$93,100 Funding is available from the Police Confiscation Account Number 603-4750-000674.

ANALYSIS

The Florida Department of Law Enforcement (FDLE) is in the process of replacing their Criminal History System and the Automated Fingerprint Identification System (AFIS) and is working with Motorola for the implementation of this upgraded system. The City's AFIS System interfaces with the Miami-Dade Police Department (MDPD) central AFIS site, whereby the City's Police Department runs fingerprint checks locally, prior to submitting them to the FDLE. In turn, the MDPD AFIS system is connected to the FDLE AFIS System.

So as not to lose connectivity with the State pursuant to the FDLE's new system, the MDPD is upgrading all of their AFIS components to the Motorola Omnitrak Latent Station package, which will be operational in early December 2005. Once MDPD completes this change in equipment, the City will no longer be able to run fingerprint checks locally or at the State level, due to system compatibility issues. Miami-Dade County waived competitive bidding for their system upgrade, citing Motorola's proprietary software and design.

In order to maintain the compatibility and the capability of performing latent fingerprint comparisons through interfacing with both the County and State databases, the City's Police Department must upgrade the existing Motorola System to the Motorola Omnitrak AFIS. This upgrade will provide access to up to 1.8 million fingerprint records, 800,000 palm prints and 130, 000 latent finger and palm prints. The Police Department does not presently have access to palm print data. This system will archive all fingerprint records, thus eliminating hand cards and allowing for a paperless process. Fingerprint data will be available online and can be printed, as required, for comparison.

While there are other AFIS vendors that market fingerprint systems, currently all AFIS systems in Florida are Motorola. Motorola is the owner of the software and the design, as well as the sole provider of the MDPD AFIS expansion. No other vendor can interface with, or modify, the Motorola equipment that is in place.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the attached resolution, approving and authorizing the issuance of a Purchase Order to Motorola, as the sole source provider of the Omnitrak Latent Station, for the Police Department's fingerprint and palm print system, in the estimated amount of $93,100.

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MOTOROLA

22 August 2005

Pamela Leja
Purchasing
Miami Beach Police Department
1100 Washington Avenue
Miami Beach, FL 33139
Tel: (305) 673-7479
Email: pamelaleja@miamibeachfl.gov

Re: Sole Source Justification for Motorola Printrak™ Latent Station
Ref: 00-0508-17
Sent via: Email

Dear Ms. Leja:

Motorola, Inc. (Motorola) is pleased to provide the Miami Beach Police Department (MBPD) with the following justification to procure a Motorola Printrak™ Latent Station (Latent Station) to connect to Miami-Dade on a sole source basis from Motorola.

Motorola is the owner and sole developer of the Latent Station. Motorola also has exclusive territory rights for providing such a system to the MBPD. No other vendor has access to the proprietary software that is needed to expand the livescan network, interfaces and workflow.

Motorola has a strong local support presence and can guarantee prompt resolution of problems with the Latent Station. Motorola can only offer this level of support for a Motorola provided product. By taking complete responsibility, Motorola provides this reassurance, avoiding the debate or delay caused when multiple vendors supply components of a networked AFIS system.

Motorola looks forward to the opportunity to provide expanded functionality to MBPD. Should you require further information on our comprehensive solution, please contact George Hodges at (617) 590-2618. We look forward to talking with you further.

Sincerely,

Robert A. Knowlton
MCEI Vice President and Director System Integration
Government & Enterprise Mobility Solutions
Motorola, Inc.
www.motorola.com/biometrics

Condensed Title:

A Resolution Approving The Appropriation Of An Amount Not To Exceed $ 100,000 To Implement The Previously Approved Settlement Agreement With The Seville Acquisition, LLC For The Construction Of An Elevated Beachwalk and Use Of Rubberized Pavers Behind The Marriott Edition Hotel At 29th Street And Collins Avenue, Subject To Future Appropriation Through A Budget Amendment To The Capital Budget For Fiscal Year 2013/14 To Be Presented At The December 11, 2013 Commission Meeting.

Key Intended Outcome Supported:

Enhance Mobility throughout the City and Enhance the environmental sustainability of the community.

Supporting Data (Surveys, Environmental Scan, etc.): In the 2012 Citywide Survey, 48% of the respondents would be willing to use bicycles as an alternative form of transportation and 63.7% of respondents stated that here were "too few" bike paths/lanes.

Item Summary/Recommendation:

On October 9, 2012, the Historic Preservation Board passed a resolution encouraging the Commission to consider the retention of the elevated wooden boardwalk and for the City to engage the State in exploring the possibility of developing a process to allow the approval of the elevated boardwalk structures. During the Dr. Stanley Sutnick Citizen's Forum, at the February 6, 2013 Commission meeting, a motion was made and approved by acclamation giving the Administration direction that future segments of the beachwalk should be elevated in order to have an ocean view. Following this motion the City Commission referred discussion of boardwalk matters to the Land Use and Development Committee (LUDC).

At the April 23, 2013, LUDC meeting, a motion was adopted indicating that there was a consensus reached on keeping the existing, raised boardwalk, and that priority is to be given to completing the beachwalk link between 46 and 64 Streets, and then study the potential of adding a bike path at grade, adjacent to the existing raised boardwalk.

At the May 8, 2013, Commission meeting, during the Dr. Stanley Sutnick Citizen's Forum, representatives from the Seville Marriott project at 29 Street and Collins Avenue appeared and spoke to the Commission about their impending development and the difficulty of changing course with the treatment of the rear of their property if they were required to retain the Boardwalk after designing their project to interface with a grade level beachwalk. The City Commission set a special meeting for May 20, 2013 to discuss the matter further.On May 20, 2013, the City Commission approved the removal of the boardwalk from 23 Street to 24 Street. At this meeting, the City Commission called for an executive session to further discuss the lawsuit filed by the Seville Marriott.

On June 6, 2013, the City entered into a Settlement Agreement (Agreement) with the Seville Acquisition, LLC. The Agreement between the Seville and the City allowed the Seville to proceed to partially demolish the boardwalk, between 29 and 30 Streets, based upon their need to continue construction in the rear of their property, as contemplated by their construction phasing plan. In August, the City submitted a revised permit application to the Florida Department of Environmental Protection (FDEP) to address the issues of concern raised to the City Commission by users of the boardwalk, namely to maintain a view of the ocean and to attempt to provide a more friendly surface for joggers. The FDEP has approved the modified permit application that includes raising the elevation of portions this segment of the beachwalk approximately one foot above the originally designed grade and inclusion of rubberized pavers along the north/south portion of the pathway. Per the Agreement, the Seville agrees to construct the elevated site plan as long as the City provides the funds for the difference in cost between the original and elevated designs. The difference between the original design and the elevated site plan is an amount not to exceed $100,000.

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds		Amount	Account
	1	$	
	Total	$	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Elizabeth Wheaton ext. 6121

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC	MT	JLM

T:\AGENDA\2013\December 11\Seville Settlement Agreement SUMM.doc

Agenda Item C7Q

Date 12-11-13

MIAMIBEACH

COMMISSION

MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE APPROPRIATION OF AN AMOUNT NOT TO EXCEED $100,000 TO IMPLEMENT THE PREVIOUSLY APPROVED SETTLEMENT AGREEEMENT WITH THE SEVILLE ACQUISITION, LLC FOR THE CONSTRUCTION OF AN ELEVATED BEACHWALK AND USE OF RUBBERIZED PAVERS BEHIND THE MARRIOTT EDITION HOTEL AT 29 STREET AND COLLINS AVENUE SUBJECT TO FUTURE APPROPRIATION THROUGH A BUDGET AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/14 TO BE PRESENTED AT THE DECEMBER 11, 2013 COMMISSION MEETING.**

RECOMMENDATION

Adopt the Resolution.

FUNDING

The difference in construction costs associated with the elevated beachwalk design will be funded subject to future appropriation, in an amount not to exceed $100,000, through a budget amendment to the Capital Budget to be presented at the December 11, 2013 Commission meeting.

BACKGROUND

On October 9, 2012, the Historic Preservation Board passed a resolution encouraging the Commission to consider the retention of the elevated wooden boardwalk and for the City to engage the State in exploring the possibility of developing a process to allow the approval of the elevated boardwalk structures.

During the Dr. Stanley Sutnick Citizen's Forum, at the February 6, 2013 Commission meeting, a motion was made and approved by acclamation giving the Administration direction that future segments of the beachwalk should be elevated in order to have an ocean view. Following this motion the City Commission referred discussion of boardwalk matters to the Land Use and Development Committee (LUDC).

At the April 23, 2013, LUDC meeting, a motion was adopted indicating that there was a consensus reached on keeping the existing, raised boardwalk, and that priority is to be given to

completing the beachwalk link between 46 and 64 Streets, and then study the potential of adding a bike path at grade, adjacent to the existing raised boardwalk.
At the May 8, 2013, Commission meeting, during the Dr. Stanley Sutnick Citizen's Forum, representatives from the Seville Marriott project at 29 Street and Collins Avenue appeared and spoke to the Commission about their impending development and the difficulty of changing course with the treatment of the rear of their property if they were required to retain the Boardwalk after designing their project to interface with a grade level beachwalk. The City Commission set a special meeting for May 20, 2013 to discuss the matter further.

On May 20, 2013, the City Commission approved the removal of the boardwalk from 23 Street to 24 Street. At this meeting, the City Commission called for an executive session to further discuss the lawsuit filed by the Seville Marriott.

On June 6, 2013, the City entered into a Settlement Agreement (Agreement) with the Seville Acquisition, LLC. The Agreement between the Seville and the City allowed the Seville to proceed to partially demolish the boardwalk, between 29 and 30 Streets, based upon their need to continue construction in the rear of their property, as contemplated by their construction phasing plan.

In August, the City submitted a revised permit application to the Florida Department of Environmental Protection (FDEP) to address the issues of concern raised to the City Commission by users of the boardwalk, namely to maintain a view of the ocean and to attempt to provide a more friendly surface for joggers. The FDEP has approved the modified permit application that includes raising the elevation of portions this segment of the beachwalk approximately one foot above the originally designed grade and inclusion of rubberized pavers along the north/south portion of the pathway.

Per the Agreement, the Seville agrees to construct the elevated site plan as long as the City provides the funds for the difference in cost between the original and elevated designs. The difference between the original design and the elevated site plan shall not exceed $100,000.

CONCLUSION

Administration recommends approving the appropriation of an amount not to exceed $100,000 to implement the previously approved Settlement Agreement with the Seville Acquisition, LLC for the construction of an elevated beachwalk and use of rubberized pavers behind the Marriott Edition Hotel at 29 Street and Collins Avenue.

MT/ETC/JJF/BAM/ESW

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE APPROPRIATION OF AN AMOUNT NOT TO EXCEED $100,000 TO IMPLEMENT THE PREVIOUSLY APPROVED SETTLEMENT AGREEMENT WITH THE SEVILLE ACQUISITION, LLC FOR THE CONSTRUCTION OF AN ELEVATED BEACHWALK AND USE OF RUBBERIZED PAVERS BEHIND THE MARRIOTT EDITION HOTEL AT 29 STREET AND COLLINS AVENUE SUBJECT TO FUTURE APPROPRIATION THROUGH A BUDGET AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/14 TO BE PRESENTED AT THE DECEMBER 11, 2013 COMMISSION MEETING.

WHEREAS, replacement of the wooden boardwalk and construction of an at-grade paver beachwalk east of the Erosion Control Line on the State-owned beach west of the dune has been a policy of the City for at least the last decade, an adopted policy of the City's Comprehensive Plan, and of the Atlantic Greenway Network, and a goal of the Administration and City Land Use Boards as part of their review of abutting projects; and

WHEREAS, the policy has been predicated upon the notion that the wooden boardwalk has a limited life span, and that while the State would allow repairs, it would not allow expansion or replacement, and given the opportunities provided by private development abutting the boardwalk for its replacement, the City pursued private participation in the replacement effort; and

WHEREAS, the design and degradation of the boardwalk contributed to personal injuries to users, and undesirable use by criminals, the homeless and feral cats; and

WHEREAS, Seville Acquisition, LLC has proffered the construction of the at-grade paver beachwalk between 29 and 30 Streets as part of its reconstruction, renovation and restoration of the historic Seville Hotel at 29 Street and Collins Avenue into the Marriot Edition Hotel; and

WHEREAS, the City has approved such construction through Planning Board, Historic Preservation Board, and Board of Adjustment orders; and

WHEREAS, the City Commission has requested clarification of the State policy regarding repair, expansion and replacement of the boardwalk, though such clarification had resulted in a delay of issuance of approvals to commence demolition to the historic Seville Hotel; and

WHEREAS, the City and Seville Acquisition, LLC negotiated a Settlement Agreement to permit the demolition of the boardwalk to accomplish its phasing construction plan, but to allow time to investigate an elevated site plan with an alternative "jogging-friendly" surface; and

WHEREAS, the Settlement Agreement between the City and Seville Acquisition, LLC was approved by the City Commission and executed by the City Manager and the City Attorney on June 5, 2013; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) approved the permit modifications for the construction of an elevated site plan with rubberized pavers; and

WHEREAS, the difference in cost between the modified elevated site plan permitted by FDEP and the original beachwalk design is an amount not to exceed $100,000.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission approve the appropriation of an amount not to exceed $100,000 to implement the previously approved settlement agreement with the Seville acquisition, LLC for the construction of an elevated beachwalk and use of rubberized pavers behind the Marriott Edition Hotel at 29 Street and Collins Avenue subject to future appropriation through a budget amendment to the capital budget for fiscal year 2013/14 to be presented at the December 11, 2013 Commission meeting.

PASSED and **ADOPTED** this _____ day of _____, 2013.

ATTEST:

_____
MAYOR

_____
CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

City Attorney 12/4/13 Date

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Recommendation Of The Neighborhood/Community Affairs Committee Directing The Administration To Develop Criteria For The Co-Naming Of Streets

Key Intended Outcome Supported:

N/A

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

Item Summary/Recommendation:

At the October 28, 2013 Neighborhood/Community Affairs Committee (NCAC) Meeting, the NCAC discussed a request from the Collins Park Neighborhood Association regarding the co-designation of 21st Street and 22nd Street as Collins Park South and Collins Park North, respectively. It is worth noting that 21st Street is currently co-designated as Jose Marti Street. This co-designation was approved by the City Commission in 1994 (prior to the current code) via Resolution No. 94-21216 (Attachment).
Currently, Article VI Section 82-503 of the City code only allows for co-designation of streets in honor of Miami Beach police officers who died or were killed in the line of duty.

Pursuant to current County code, the following process also must be followed for co-designations of streets:

1. A five-sevenths (5/7) vote of the City Commission is required;
2. A resolution of the City Commission recommending the co-designation would need to be submitted to Miami-Dade County Public Works and Waste Management Department for consideration by the Platting and Subdivision Committee; and
3. The co-designation request would have to be approved by the Miami-Dade County Board of County Commissioners via a resolution.

THE ADMINISTRATION RECOMMENDS ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE DIRECTING THE ADMINISTRATION TO DEVELOP CRITERIA FOR THE CO-NAMING OF STREETS.

Advisory Board Recommendation:

At the NCAC meeting on October 28, 2013, the Committee passed a motion directing the Administration to develop specific language and guidelines pertaining to the co-naming of streets and to bring the item to Commission for consideration of a potential amendment to the City Code.

Financial Information:

Source of Funds		Amount	Account
	1		
	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC	KGB	JLM

T:\AGENDA\2013\December 11\Resolution Accepting Recommendation from NCAC Regarding the Co-Naming of Streets SUMMARY.doc

MIAMIBEACH

AGENDA ITEM C7R
DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISISON OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE DIRECTING THE ADMINISTRATION TO DEVELOP CRITERIA FOR THE CO-NAMING OF STREETS**

BACKGROUND

At the October 28, 2013 Neighborhood/Community Affairs Committee (NCAC) Meeting, the NCAC discussed a request from the Collins Park Neighborhood Association regarding the co-designation of 21st Street and 22nd Street as Collins Park South and Collins Park North, respectively. It is worth noting that 21st Street is currently co-designated as Jose Marti Street. This co-designation was approved by the City Commission in 1994 (prior to the current code) via Resolution No. 94-21216 (Attachment).

Currently, Article VI Section 82-503 of the City code only allows for co-designation of streets in honor of Miami Beach police officers who died or were killed in the line of duty.

Pursuant to current County code, the following process also must be followed for co-designations of streets:

1. a five-sevenths (5/7) vote of the City Commission is required;
2. a resolution of the City Commission recommending the co-designation would need to be submitted to Miami-Dade County Public Works and Waste Management Department for consideration by the Platting and Subdivision Committee; and
3. the co-designation request would have to be approved by the Miami-Dade County Board of County Commissioners via a resolution.

At the NCAC meeting on October 28, 2013, the Committee passed a motion directing the Administration to develop specific language and guidelines pertaining to the co-naming of streets and to bring the item to Commission for consideration of a potential amendment to the City Code.

CONCLUSION

This item is being presented to City Commission for acceptance of the recommendation of the NCAC directing Administration to develop criteria for future co-naming of streets.

Attachments: Resolution 94-21216

KGB/ETC/JRG/JFD

T:\AGENDA\2013\December/ Resolution Accepting Recommendation from NCAC Regarding the Co-Naming of Streets MEMO

Attachment

RESOLUTION NO. 94-21216

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CO-NAMING THAT PORTION OF TWENTY-FIRST STREET LOCATED BETWEEN COLLINS AVENUE AND WASHINGTON AVENUE AS "JOSE MARTI STREET".

WHEREAS, Jose Marti was a revered and renown Cuban poet and patriot; and

WHEREAS, a bust of Jose Marti is located on the grounds of the City's Library adjacent to Twenty-First Street between Collins Avenue and Washington Avenue; and

WHEREAS, on May 9, 1994 the City's Rules and Special Events Committee recommended in favor of co-naming that portion of Twenty-First Street located between Collins Avenue and Washington Avenue "Jose Mari Street"; and

WHEREAS, pursuant to Article V of Miami Beach City Code Chapter 39, on July 13, 1994 the Mayor and City Commission held a public hearing after which they voted in favor of the aforesaid co-naming.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the portion of Twenty-First Street which is located between Collins Avenue and Washington Avenue is hereby co-named "Jose Marti Street".

PASSED and **ADOPTED** this 13th day of July, 1994.

ATTEST:

MAYOR

Richard E. Brown

CITY CLERK

SWS:scf:disk7\jose-m.res

FORM APPROVED
LEGAL DEPT.
By
Date SWS 7-7-94

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH FLORIDA 33139

OFFICE OF THE CITY MANAGER

TELEPHONE: (305) 673-7010
FAX: (305) 673-7782

COMMISSION MEMORANDUM NO. 496-94

TO: Mayor Seymour Gelber and Members of the City Commission

DATE: July 13, 1994

FROM: Roger M. Carlton, City Manager

SUBJECT:

RESOLUTION CO-NAMING A PORTION OF 21ST STREET JOSE MARTI STREET

Administration Recommendation:

The Administration recommends the City Commission adopt a resolution co-naming a two-block portion of 21st Street Jose Marti Street.

Background:

At the request of State Rep. Bruno Barreiro and others, the Rules and Special Events Committee met on May 9, 1994 to consider the co-naming of the two blocks of 21st Street between Collins Avenue and Washington Avenue after Cuban patriot and poet Jose Marti.

A bust of Jose Marti is located on the grounds of the public library adjacent to the two blocks, and the area is often utilized for rallies and other activities by persons honoring the memory of Jose Marti.

The Rules and Special Events Committee recommended that the City Commission schedule a public hearing, as required to approve the co-naming.

Conclusion:

The Administration recommends the City Commission adopt a resolution co-naming 21st Street between Collins Avenue and Washington Avenue "Jose Marti Street."

dr:Mart1713

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AGENDA ITEM R-3-D

DATE 7-13-94

RESOLUTION TO BE SUBMITTED

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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Recommendation Of The Neighborhood/Community Affairs Committee Directing The Administration To Explore Potential Locations For Water Taxi Service

Key Intended Outcome Supported:

Enhance Mobility throughout the City

Supporting Data (Surveys, Environmental Scan, etc.): In a recent survey, 31% of residents and 43% of businesses rate the traffic flow as excellent or good.

Item Summary/Recommendation:

A water taxi is a watercraft used to provide public transport, usually but not always in an urban environment. Service may be scheduled with multiple stops, operating in a similar manner to a bus, or on-demand to multiple locations, operating in a similar manner to a taxi. Water taxis can offer sightseeing, charter and commuter services in order to service both residents and visitors.

The City is about to begin developing its Transportation Master Plan (TMP) which will study the City's transportation network, analyze existing conditions and make recommendations for projected future conditions. Multi-modal alternatives will be a component of the TMP and the City is seeking ways to maximize use navigable waterways. Additionally, the City's 2025 Comprehensive Plan already includes a multi-modal transportation system as a stated goal.

The City's Marine Authority Board discussed this subject and passed a Resolution in January 2012 recommending the City develop water transportation services within the City and connecting to the City of Miami for commercial and private vessels. The recommendation included development of a pier or dock at the Lincoln Road street-end with potential for additional sites at 5th Street, 10th Street, 14th Street, and the Purdy Boat Ramp.

Aside from the attraction to tourists, water taxi service also has the ability to provide an alternative mode of transportation for residents who commute daily to and from Downtown Miami/Brickell area and to connect various destinations in the City of Miami Beach and on the Mainland.

The City Administration was recently approached by Island Queen Cruises with a proposal for the establishment of permanent locations in the City of Miami Beach in order to provide water taxi service between Bayfront Park in the City of Miami and Miami Beach.

This item is being presented to City Commission for acceptance of the recommendation of the NCAC directing the Administration to further explore water taxi service as an alternative form of transportation and gather more details regarding the service, such as possible pick-up and drop-off locations, times, etc., and to bring the item back to the NCAC for further discussion and refinement of the concept.

Advisory Board Recommendation:

At the October 28, 2013 meeting of the Neighborhood/Community Affairs Committee (NCAC), City staff and industry representatives provided some background regarding the current and proposed service. The service is currently implemented in the City of Fort Lauderdale. The NCAC endorsed the concept as another alternative to reduce traffic congestion between the City of Miami Beach and the Mainland. The Committee passed a motion, which is why it is being presented to the City Commission for acceptance, to direct the Administration to further explore this concept and gather more details regarding the service, such as potential pick-up and drop-off locations, times, etc. and bring the item back to the NCAC for further discussion and refinement of the concept.

Financial Information:

Source of Funds		Amount	Account
	1		
	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC	KGB	JLM

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MIAMIBEACH

AGENDA ITEM C7S

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISISON OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE DIRECTING THE ADMINISTRATION TO EXPLORE POTENTIAL LOCATIONS FOR WATER TAXI SERVICE**

BACKGROUND

A water taxi is a watercraft used to provide public transport, usually but not always in an urban environment. Service may be scheduled with multiple stops, operating in a similar manner to a bus, or on-demand to multiple locations, operating in a similar manner to a taxi. Water taxis can offer sightseeing, charter and commuter services in order to service both residents and visitors.

The City is about to begin developing its Transportation Master Plan (TMP) which will study the City's transportation network, analyze existing conditions and make recommendations for projected future conditions. Multi-modal alternatives will be a component of the TMP and the City is seeking ways to maximize use navigable waterways. Additionally, the City's 2025 Comprehensive Plan already includes a multi-modal transportation system as a stated goal.

The City's Marine Authority Board discussed this subject and passed a Resolution in January 2012 recommending the City develop water transportation services within the City and connecting to the City of Miami for commercial and private vessels. The recommendation included development of a pier or dock at the Lincoln Road street-end with potential for additional sites at 5th Street, 10th Street, 14th Street, and the Purdy Boat Ramp.

Aside from the attraction to tourists, water taxi service also has the ability to provide an alternative mode of transportation for residents who commute daily to and from Downtown Miami/Brickell area and to connect various destinations in the City of Miami Beach and on the Mainland.

The City Administration was recently approached by Island Queen Cruises with a proposal for the establishment of permanent locations in the City of Miami Beach in order to provide water taxi service between Bayfront Park in the City of Miami and Miami Beach.

At the October 28, 2013 meeting of the Neighborhood/Community Affairs Committee (NCAC), City staff and industry representatives provided some background regarding the current and proposed service. The service is currently implemented in the City of Fort Lauderdale. The NCAC endorsed the concept as another alternative to reduce traffic congestion between the City of Miami Beach and the Mainland. The Committee passed a motion, which is why it is being presented to the City Commission for acceptance, to direct the Administration to further explore this concept and gather more details regarding the service, such as potential pick-up and drop-off locations, times, etc. and bring the item back to the NCAC for further discussion and refinement of the concept.

CONCLUSION

This item is being presented to City Commission for acceptance of the recommendation of the NCAC directing the Administration to further explore water taxi service as an alternative form of transportation and gather more details regarding the service, such as possible pick-up and drop-off locations, times, etc., and to bring the item back to the NCAC for further discussion and refinement of the concept.

KGB/EEC/JRG/JFD

T:\AGENDA\2013\December 11\Resolution Accepting Recommendation from NCAC Regarding Water Taxi Service MEMO

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE DIRECTING THE CITY ADMINISTRATION TO EXPLORE POTENTIAL LOCATIONS AND TIMES FOR WATER TAXI SERVICE WITHIN THE CITY AND TO MAINLAND MIAMI.

WHEREAS, a water taxi is a watercraft used to provide public transport, usually but not always, in an urban environment which can operate similar to a bus or taxi and can serve as a charter or commuter service; and

WHEREAS, the City is about to begin developing its Transportation Master Plan (TMP) which will study the City's transportation network, analyze existing conditions, and make recommendations for projected future conditions, including maximizing the use of its Blueways throughout the City; and

WHEREAS, the City's Marine Authority Board discussed this subject and passed a Resolution in January 2012 recommending that the City develop water transportation services within the City and to mainland Miami for commercial and private vessels; and

WHEREAS, the City's Marine Authority Board also recommended the development of a pier or dock at the Lincoln Road street-end with the potential for additional sites at 5th Street, 10th Street, 14th Street, and the Purdy Boat Ramp; and

WHEREAS, the City Administration was recently approached by Island Queen Cruises with a proposal for the establishment of permanent locations in the City of Miami Beach in order to provide water taxi service between Bayfront Park and Miami Beach; and

WHEREAS, at the October 28, 2013 Neighborhoods/Community Affairs Committee meeting, the Committee passed a motion requesting that the Administration explore water taxis as an alternative mode of transportation and to further research the issue, including possible pick-up and drop-off locations and times, and to bring the item back to the Committee for further discussion and refinement of the concept.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Neighborhoods/Community Affairs Committee directing the City Administration to explore potential locations for water taxi service in the City and to further research possible pick-up and drop-off locations and times and to bring the item back to the Committee for further discussion and refinement of the concept.

PASSED and **ADOPTED** this _____ day of _____, 2013.

ATTEST:

_____
Philip Levine, Mayor

_____
Rafael E. Granado, City Clerk

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ 12/4/13
City Attorney DT Date

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Condensed Title:

Resolution Approving Funding In An Amount Of Up To $50,000, Authorizing The City Manager Or His Designee To Reimburse The Miami Beach Visitor And Convention Authority (MBVCA) (In An Amount Not To Exceed $50,000) With Regard To The MBVCA's Completion Of The Build-Out Of The Office Space Located At 1701 Meridian Avenue, Unit 403 To Include The Heating, Ventilation, And Air Conditioning (HVAC) System Design, Engineering, Permitting And Installation.

Key Intended Outcome Supported:

Increase resident satisfaction with the level of services and facilities.

Supporting Data (Surveys, Environmental Scan, etc.):
Approximately 40% of retail businesses surveyed, rank Miami Beach as one of the best places to do business and 61% of the same group would recommend Miami Beach as a place to do business.

Item Summary/Recommendation:

The MBVCA has utilized office space on the 4th floor of the City-owned building located at 1701 Meridian Avenue since 2007. The current space, known as Suite 402A, consists of approximately 541 square feet. The MBVCA has outgrown their space and requested to move to larger office space available in Suite 403, also located at 1701 Meridian Avenue. The City agreed to provide the space consisting of approximately 900 square feet.

Suite 403 required extensive improvements which the MBVCA agreed to perform at their expense. The MBVCA contracted with an architect to produce plans and specifications which were subsequently approved by the Administration and the City's building department. The MBVCA hired a general contractor to perform the build-out of the space. The total cost of construction is approximately $70,000. The City and MBVCA intended to utilize the existing building heating, ventilation and air conditioning ("HVAC") system; however, after construction started, it was determined the existing HVAC system was inadequate. The Administration determined a separate HVAC system would be necessary and that this is the City's responsibility as Landlord and not the tenant's responsibility. The general contractor solicited three (3) bids for the HVAC installation and also received pricing from the existing electrical contractor for the electrical service to the new HVAC system and the upgrade of the electrical panel. The combined cost for the new HVAC system and electrical work is approximately $39,000. Additionally, the cost of patching and repairing the roof is estimated at $1,000.

Upon completion of the build-out of Suite 403, Representative Richardson will relocate from Suite 402B, consisting of approximately 149 Square feet, to MBVCA's current space (Suite 402A), consisting of approximately 541 square feet. Representative Richardson has expressed a desire to relocate to Suite 402A as soon as possible to better accommodate his space requirements.

In order to complete the build-out of Suite 403 it is necessary to provide a new HVAC system and upgrade the electrical service. The Administration recommends the Mayor and City Commission authorize funding in an amount of up to $50,000, to reimburse the MBVCA for the installation of a new HVAC system, electrical service upgrade, design & engineering costs and permitting costs.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$50,000	125-6396-000356

Financial Impact Summary: Funding is available from previously appropriated funds for FY 2008-2009 Renewal and Replacement (R/R) Contingency (Project # rrccontncy, Account 125-6396-000356).

City Clerk's Office Legislative Tracking:

Max Sklar, ext. 6116

Sign-Offs:

Department Director	Assistant City Manager	City Manager
MAS	KGB	JLM

JLM/KGB/MAS//MMM

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING FUNDING IN AN AMOUNT OF UP TO $50,000, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO REIMBURSE THE MIAMI BEACH VISITOR AND CONVENTION AUTHORITY (MBVCA) (IN AN AMOUNT NOT TO EXCEED $50,000) WITH REGARD TO THE MBVCA'S COMPLETION OF THE BUILD-OUT OF THE OFFICE SPACE LOCATED AT 1701 MERIDIAN AVENUE, UNIT 403 TO INCLUDE THE HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM DESIGN, ENGINEERING, PERMITTING AND INSTALLATION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Funding is available from previously appropriated funds for FY 2008-2009 Renewal and Replacement (R/R) Contingency (Project # rrccontncy, Account 125-6396-000356).

BACKGROUND

The Miami Beach Visitor and Convention Authority's (the "MBVCA") mission is to proactively recruit, develop, and financially support and partner with events, festivals, programs and activities that are innovative, high quality and representative of Miami Beach, which garner positive or noteworthy media awareness, which enhance and augment the reputation of Miami Beach and the experience for tourists, year-round, or which significantly impact our local hospitality and culinary businesses.

The MBVCA was created and exists pursuant to Chapter 67-930 of the Laws of Florida and Sections 102-246 through, and including 102-254 of the Code of Miami Beach. It is a seven-member authority; each member is appointed by the City of Miami Beach Commission, with the goal of encouraging, developing and promoting the image of Miami Beach locally, nationally and internationally as a vibrant community and superb tourist destination. To this end, the MBVCA strategically focuses its funding investments in a balanced manner; fostering outstanding existing programs, stimulating new activities, and encouraging partnerships. The MBVCA is committed to a careful, long-term plan for allocation of resources to build the uniqueness of Miami Beach as one of the world's greatest communities and tourism destinations.

ANALYSIS

The MBVCA has utilized office space on the 4th floor of the City-owned building located at 1701

Meridian Avenue since 2007. The current space, known as Suite 402A, consists of approximately 541 square feet. The MBVCA has outgrown their space and requested to move to larger office space available in Suite 403, also located at 1701 Meridian Avenue. The City agreed to provide the space consisting of approximately 900 square feet.

Suite 403 required extensive improvements which the MBVCA agreed to perform at their expense. The MBVCA contracted with an architect to produce plans and specifications which were subsequently approved by the Administration and the City's building department. The MBVCA hired a general contractor to perform the buildout of the space. The total cost of construction is approximately $70,000.

The City and MBVCA intended to utilize the existing building heating, ventilation and air conditioning ("HVAC") system; however, after construction started, it was determined the existing HVAC system was inadequate. The Administration determined a separate HVAC system would be necessary and that this is the City's responsibility as Landlord and not the tenant's responsibility.

The general contractor solicited three (3) bids for the HVAC installation and also received pricing from the existing electrical contractor for the electrical service to the new HVAC system and the upgrade of the electrical panel. The combined cost for the new HVAC system and electrical work is approximately $39,000. Additionally, the cost of patching and repairing the roof is estimated at $1,000.

State Representative David Richardson

The City executed a lease with State Representative David Richardson on July 1, 2013 for Suite 402B at 1701 Meridian Avenue. Upon completion of the buildout of Suite 403, and MBVCA's relocation to Suite 403, said lease allows for Representative Richardson to relocate from Suite 402B, consisting of approximately 149 Square feet, to MBVCA's current space (Suite 402A), consisting of approximately 541 square feet. Representative Richardson has expressed a desire to relocate to Suite 402A as soon as possible to better accommodate his space requirements.

CONCLUSION AND RECOMMENDATION

In order to complete the buildout of Suite 403 it is necessary to provide a new HVAC system and upgrade the electrical service.

The Administration recommends the Mayor and City Commission authorize funding in an amount of up to $50,000, to reimburse the MBVCA for the installation of a new HVAC system, electrical service upgrade, design & engineering costs and permitting costs.

JLM/KGB/MAS/MMM

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING FUNDING, IN AN AMOUNT OF UP TO $50,000, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO REIMBURSE THE MIAMI BEACH VISITOR AND CONVENTION AUTHORITY (VCA) (IN AN AMOUNT NOT TO EXCEED $50,000) WITH REGARD TO THE VCA'S COMPLETION OF THE BUILD-OUT OF ITS NEW OFFICE SPACE, LOCATED AT 1701 MERIDIAN AVENUE, UNIT 403; SUCH REIMBURSEMENT FOR A NEW HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM DESIGN, ENGINEERING, PERMITTING AND INSTALLATION.

WHEREAS, the VCA has utilized office space on the 4th floor of the City-owned building located at 1701 Meridian Avenue since 2007, known as Suite 402A, that consists of approximately 541 square feet; and

WHEREAS, the VCA has outgrown its space and requested to move to a larger office space, which is available in Suite 403, also located at 1701 Meridian Avenue; and

WHEREAS, Suite 403 required extensive improvements which the VCA agreed to perform at its expense, and contracted with an architect to produce plans and specifications which were subsequently approved by the City Administration and the City's Building Department; and

WHEREAS, the VCA hired a general contractor to perform the build-out of the space; the total cost of construction is approximately $70,000; and

WHEREAS, the City and VCA intended to utilize the existing building heating, ventilation and air conditioning ("HVAC") system; however, after construction started, it was determined the existing HVAC system was inadequate, and the Administration determined a separate HVAC system would be necessary; and

WHEREAS, repairs to the HVAC system is the City's responsibility as Landlord; and

WHEREAS, the VCA's general contractor solicited three (3) bids for the HVAC installation and also received pricing from the existing electrical contractor for the electrical service to the new HVAC system and the upgrade of the electrical panel; the combined cost for the new HVAC system and electrical work is approximately $40,000; and

WHEREAS, the City's funding of costs of the HVAC system improvements shall be in accordance with the approved final budget for said improvements; and

WHEREAS, all costs and fees attributable to work performed by the VCA on behalf of City shall be identified, tracked, accounted for, invoiced and paid separately from VCA's improvements, in a manner that clearly distinguishes City's costs from VCA's costs; and

WHEREAS, any costs properly incurred by the VCA which may be due and owing shall be submitted to City with accurate and complete records of all receipts and expenditures, as well as all documents pertaining to payments received and made in conjunction with these City costs,

including, without limitation, vouchers, bills, invoices, receipts and canceled checks, paid in full by City to the VCA within thirty (30) calendar days after such submittal; and

WHEREAS, the VCA shall submit to the City the final "as built" approved final plans and specifications for the improvements; and

WHEREAS, the Administration recommends the Mayor and City Commission authorize funding, in an amount of up to $50,000, to reimburse the VCA for the installation of a new HVAC system, which also includes electrical service upgrade, design & engineering costs, and permitting costs.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve funding, in an amount of up to $50,000, and authorize the City Manager or his designee to reimburse the Miami Beach Visitor and Convention Authority (VCA) (in an amount not to exceed $50,000) with regard to the VCA's completion of the build-out of its new office space, located at 1701 Meridian Avenue, Unit 403; such reimbursement for a new heating, ventilation, and air conditioning (HVAC) system design, engineering, permitting and installation.

PASSED and **ADOPTED** this day of 2013.

ATTEST:

Rafael Granado, CITY CLERK **MAYOR**

T:\AGENDA\2013\October 16\VCA RESO (Final).docx

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 10/11/13 Date

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Condensed Title:

A Resolution Retroactively Approving And Authorizing The Acceptance Of $14,075 Dollars In Donations And Sponsorships Made To The City For The Annual Hispanic Heritage Event, Hazardous Waste Event, Peace Pole Event, Soundscape Cinema Series, And Veterans Day Parade.

Key Intended Outcome Supported:

Increase community ratings of cultural activities.

Supporting Data (Surveys, Environmental Scan, etc.): The 2012 Community Satisfaction Survey reported two out of three residents (67%) believed the City offered the right amount of cultural activities, while 27% said there were too few. In 2005, 34% of residents thought there were too few cultural activities, and in 2009 the figure decreased to 24%. Residents of North Beach (30%) and South Pointe (31%) were more likely to say there were too few cultural activities.

Item Summary/Recommendation:

Each year the City of Miami Beach hosts various events throughout the City. Most recently the City hosted the Annual Hispanic Heritage Event, Hazardous Waste Event, Peace Pole Event, Soundscape Cinema Series, and the Veterans Day Parade. These events celebrate our local Hispanic culture, engage the community in projects that promote recycling, celebrate achievements and enhance local parks, offer free outdoor entertainment to our citizens, and celebrate the men and women that have fought for our country.

These events are open to the general public at no charge. Marketing efforts for these events include, but are not limited to PSAs and printed ads. The media plans included news and local programming coverage, including MB77, the Miami Beach government channel, City of Miami Beach e-briefs, as well as television, and newspaper calendars around South Florida. The City secured the following sponsors for these events at varying levels of support:

- Coca-Cola
- Miami Beach Medical Group
- Car2Go
- Whole Foods
- Shred Trust
- Care Plus
- SunTrust Bank

Staff worked diligently to identify funding sources to off-set the costs of producing these events. The Administration recommends the adoption of the attached Resolution authorizing the acceptance of these donations, their appropriation to cover costs of the Annual Hispanic Heritage Event, Hazardous Waste Event, Peace Pole Event, Soundscape Cinema Series, and the Veterans Day Parade.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1		
OBPI	Total		

Financial Impact Summary:

These sponsors are providing a total of $14,075 in funding and in-kind contributions to offset the costs for City events.

City Clerk's Office Legislative Tracking:

Max Sklar, Tourism and Cultural Development Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2013\December 11\Sponsorship Acceptance Summ.doc

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND AUTHORIZING THE ACCEPTANCE OF $14,075 DOLLARS IN DONATIONS AND SPONSORSHIPS MADE TO THE CITY FOR THE ANNUAL HISPANIC HERITAGE EVENT, HAZARDOUS WASTE EVENT, PEACE POLE EVENT, SOUNDSCAPE CINEMA SERIES, AND VETERANS DAY PARADE.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

FUNDING

Donations (including Sponsorships) made to the City for the Annual Hispanic Heritage Event, Hazardous Waste Event, Peace Pole Event, Soundscape Cinema Series, and the Veterans Day Parade event will be expended from the corresponding city expense accounts.

ANALYSIS

Each year the City of Miami Beach hosts various events throughout the City. Most recently the City hosted the Annual Hispanic Heritage Event, Hazardous Waste Event, Peace Pole Event, Soundscape Cinema Series, and the Veterans Day Parade

These events celebrate our local Hispanic culture, engage the community in projects that promote recycling, celebrate achievements and enhance local parks, offer free outdoor entertainment to our citizens, and celebrate the men and women that have fought for our country.

These events are open to the general public at no charge. Marketing efforts for these events include, but are not limited to PSAs and printed ads. The media plans included news and local programming coverage, including MB77, the Miami Beach government channel, City of Miami Beach e-briefs, as well as television, and newspaper calendars around South Florida.

The City secured the following sponsors for these events at varying levels of support:

- Coca-Cola
- Miami Beach Medical Group
- Car2Go
- Whole Foods
- Shred Trust
- Care Plus
- SunTrust Bank

CONCLUSION

Staff worked diligently to identify funding sources to off-set the costs of producing these events. The Administration recommends the adoption of the attached Resolution authorizing the acceptance of these donations, their appropriation to cover costs of the Annual Hispanic Heritage Event, Hazardous Waste Event, Peace Pole Event, Soundscape Cinema Series, and the Veterans Day Parade.

JLM/KGB/MAS
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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING AND AUTHORIZING THE ACCEPTANCE OF $14,075 IN SPONSORSHIPS AND DONATIONS MADE TO THE CITY FOR THE 2013 ANNUAL HISPANIC HERITAGE EVENT, THE HAZARDOUS WASTE EVENT, THE PEACE POLE EVENT, THE SOUNDSCAPE CINEMA SERIES, AND THE VETERANS DAY PARADE.

WHEREAS, in 2013, the City of Miami Beach hosted community events including:

- an Annual Hispanic Heritage Event,
- the Hazardous Waste Event,
- the Peace Pole Event,
- the Soundscape Cinema Series, and
- a Veterans Day Parade; and

WHEREAS, these events celebrate our local Hispanic culture, engage the community in projects that promote recycling, celebrate achievements and enhance local parks, offer free outdoor entertainment to our citizens, and celebrate the men and women that have fought for our country; and

WHEREAS, the City secured partnerships through donations and sponsorships for these events at varying levels of support from Coca-Cola, Miami Beach Medical Group, Car2Go, Whole Foods, Shred Trust, Care Plus, SunTrust Bank, and City staff worked diligently to identify funding sources to off-set the costs of producing these events; and

WHEREAS, the Administration recommends that the City Commission authorize the acceptance of these donations and sponsorships, to help offset the costs of the Annual Hispanic Heritage Event, a Hazardous Waste Event, a Peace Pole Event, the Soundscape Cinema Series, and the Veterans Day Parade; and

WHEREAS, it is further recommended that the City Commission authorize the City Manager or his designee to make any necessary reimbursements and/or expenditures of the aforestated donations, in furtherance of and consistent with the aforestated events.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby retroactively approve and authorize the acceptance of $14,075 in sponsorships and donations to the City for the following 2013 events: the Annual Hispanic Heritage Event, the Hazardous Waste Event, the Peace Pole Event, the Soundscape Cinema Series, and the Veterans Day Parade.

PASSED and **ADOPTED** this 11th day of December, 2013.

ATTEST:

_____
MAYOR PHILIP LEVINE

_____
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY DATE 12/4/13

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Condensed Title:

A resolution approving a contribution from the Ocean Drive Association of an amount not to exceed $24,680 in support of the closure of Ocean Drive for the 2013-2014 New Year's celebration.

Key Intended Outcome Supported:

Maximize Miami Beach as a Destination Brand

Supporting Data (Surveys, Environmental Scan, etc.): The 2012 Community Satisfaction Survey indicated that most Miami Beach residents (71%) indicated there were the right number of major events in the City; 16% thought there were too many. Residents of Mid Beach (20%) and North Beach (20%) were more likely to think there were too many major events in Miami Beach.

Item Summary/Recommendation:

Similar to the prior thirteen (13) years, the Ocean Drive Association (ODA) approached the City to request participation and sponsorship of a free fireworks show on the beach east of Lummus Park at midnight on New Year's Eve. The City has partnered with Ocean Drive Association to share in the expenses related to the closure and fireworks for New Year's Eve, which has ranged from two (2) days to four (4) days depending on if the holiday occurs on a weekend or weekday. Additionally, there have been 3 years, 2010, 2011, and 2012 where the Orange Bowl Committee has shared in the cost since they produced an Orange Bowl Game related concert in the area. This year, the Orange Bowl Committee is not producing a concert for New Year's Eve and, therefore will not participate in the costs associated with the holiday activities.

New Year's Eve occurs on a Tuesday this year and early indication is that hotel occupancy will be very strong beginning the weekend of December 30th. Therefore, the Ocean Drive Association has requested the closure of Ocean Drive to vehicular traffic beginning the morning of Tuesday, December 31, 2013, reopening on Thursday, January 2, 2014 at 7:00 a.m.

As you know, each year the destination hosts the Orange Bowl Game, which is presented by the Orange Bowl Committee. This closure helps to showcase the City to the visitors who come for the game.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary: The Ocean Drive Association will contribute $24,680 toward the costs of closure of Ocean Drive for New Year's Eve. The City's expenses associated with New Year's Eve are funded from Resort Tax Collections. The contribution from the Ocean Drive Association will be appropriated in the first FY 2013/14 budget amendment, which will be presented to the City Commission at the January meeting.

City Clerk's Office Legislative Tracking:

Max Sklar

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A CONTRIBUTION FROM THE OCEAN DRIVE ASSOCIATION OF AN AMOUNT NOT TO EXCEED $24,680 IN SUPPORT OF THE 2013-2014 NEW YEAR'S CELEBRATION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME

Maximize Miami Beach as a Destination Brand

FUNDING

The City's expenses associated with New Year's Eve are funded from Resort Tax Collections. The contribution from the Ocean Drive Association will be appropriated in the first FY 2013/14 budget amendment, which will be presented to the City Commission at the January meeting.

ANALYSIS

Similar to the prior thirteen (13) years, the Ocean Drive Association (ODA) approached the City to request participation and sponsorship of a free fireworks show on the beach east of Lummus Park at midnight on New Year's Eve. The City has partnered with Ocean Drive Association to share in the expenses related to the closure and fireworks for New Year's Eve, which has ranged from two (2) days to four (4) days depending on if the holiday occurs on a weekend or weekday. Additionally, there have been 3 years, 2010, 2011, and 2012 where the Orange Bowl Committee has shared in the cost since they produced an Orange Bowl Game related concert in the area. This year, the Orange Bowl Committee is not producing a concert for New Year's Eve and, therefore will not participate in the costs associated with the holiday activities.

New Year's Eve occurs on a Tuesday this year and early indication is that hotel occupancy will be very strong beginning the weekend of December 30th. Therefore, the Ocean Drive Association has requested the closure of Ocean Drive to vehicular traffic beginning the morning of Tuesday, December 31, 2013, reopening on Thursday, January 2, 2014 at 7:00 a.m.

The estimated costs for this year's fireworks and closure are as follows:

CITY OF MIAMI BEACH New Year's Eve 2013 Staffing Costs		
	Ocean Drive Closure	
	Tues, Dec 31 (7am) - Thu, Jan 2 (7am)	
	2 Days	
Police	$	36,241
Fire	$	25,825
Fireworks Clean-up, logistics, permits, barricades, etc.	$	26,500
Public Works - Sanitation	$	8,000
TOTAL	**$**	**96,566**
Ocean Drive Association Contribution	$	51,180
City's Contribution	$	45,386
ODA Contribution Net of Fireworks Costs	$	24,680

Additionally, many Miami Beach nightclubs and hotels host special New Year's Eve events. The City works with the area hotels and nightclubs to ensure that resources and security were appropriately allocated for the weekend.

NEW YEAR'S EVE ENHANCED STAFFING

Enhanced staffing levels for Police, Fire, Parking, Sanitation and Code Compliance are provided during the New Year's Eve weekend in the entertainment district. The Police Department has significant enhanced staffing throughout the weekend on foot patrols, bicycle patrols and ATV patrols throughout the Entertainment District, as well as undercover Crime Suppression Team officers. The Police Department also conducts DUI Saturation Patrols throughout the weekend.

The City will also continue enforcement of our current laws and regulations with respect to open containers and public consumption of alcoholic beverages, in order to ensure that residents and visitors have a safe and enjoyable experience in Miami Beach. A letter will be sent to businesses reminding them of the City's laws and asking for their assistance in curbing public consumption of alcohol. The City's goal is to work in partnership with our businesses to curtail the public consumption of alcoholic beverages throughout our city, which sometimes results in negative and unwanted behavior. Various collateral materials have been developed by the City and have been offered to businesses (free of charge) to help in educating the public about our laws.

Traffic & Parking Restrictions

- Ocean Drive (5 to 14 streets) will be restricted to pedestrians only (no vehicles) from Tuesday, December 31 at 7:00 a.m. through Thursday, January 2, 2013 at 7:00 a.m. in anticipation of large crowds during the holiday.

Parking

- All municipally operated parking facilities will be open. The following lots will have extended hours until 4:00 a.m. on December 31/January 1: 46 Street, South Pointe Park, and Convention Center & Fillmore. Special event flat rates ($15 - $20) apply at most garages.
- Residential parking zones citywide will be enforced.
- Valet operations normally on Ocean Drive were relocated to Collins Avenue.

Extended Hours

- Nightclubs have been provided notice that service of alcohol for establishments with 5am licenses will be extended until 7:00 a.m. on Tuesday, January 1, 2014.

CONCLUSION

The Administration recommends adopting the attached resolution, accepting contributions from the Ocean Drive Association of an amount not to exceed $24,680 toward the costs of closure of Ocean Drive for New Year's Eve as this event benefits the community and our visitors.

JLM\KGB\MAS

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RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A CONTRIBUTION FROM THE OCEAN DRIVE ASSOCIATION IN AN AMOUNT NOT TO EXCEED $24,680 IN SUPPORT OF THE CLOSURE OF OCEAN DRIVE FOR THE 2013-2014 NEW YEAR'S CELEBRATION.

WHEREAS, similar to the prior thirteen (13) years, the Ocean Drive Association (ODA) approached the City to request participation and sponsorship of a free fireworks show on the beach east of Lummus Park at midnight on New Year's Eve; and the closure of Ocean Drive to vehicular traffic beginning at 7:00 a.m. Tuesday, December 31, 2013 and reopening on Thursday, January 2, 2014 at 7:00 a.m.; and

WHEREAS, the City Administration is working diligently with the area hotels and nightclubs to ensure that resources and security are appropriately allocated for the 2013-2014 New Year's celebration; and

WHEREAS, due to the popularity of New Year's Eve and its occurrence last year on a Monday evening, occupancy levels in Miami Beach were strong and, as a result, many visitors enjoyed the closure of Ocean Drive; and

WHEREAS, in the past, the City has assisted in defraying costs associated with the closure of Ocean Drive and the public fireworks show, and other ancillary City services.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, hereby approve and authorize the appropriation of $24,680 from the Ocean Drive Association toward support of the City's costs for the free public fireworks show on the beach and the closure of Ocean Drive for the 2013-2014 New Year's celebration.

PASSED and ADOPTED this 11th day of December, 2013.

ATTEST:

_____
MAYOR PHILIP LEVINE

_____
RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION
CITY ATTORNEY DT 12/4/13
DATE

JLMKGB/MAS
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Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Authorizing The City Manager To Execute An Amendment To The Interlocal Agreement With Miami-Dade County For The Provision Of Public Transportation Services For The South Beach Local For The Purpose Of Implementing The Miami-Dade Transit 'Next Bus' Mobile App Service For The South Beach Local And Future North Beach Local, Subject To A Budget Amendment To The Capital Budget For Fiscal Year 2013/14 To Be Presented At The December 11, 2013 Commission Meeting

Key Intended Outcome Supported:

N/A

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

Item Summary/Recommendation:

In an effort to address concerns regarding the current on-time performance and reliability of the South Beach Local (SBL) service and future North Beach Local, City staff has been working with Miami-Dade Transit (MDT) to expedite the launch of the MDT Tracker (Next Bus) mobile app service for the SBL in the coming months and include the service in the launching of the future North Beach Local. MDT Tracker is the County's proprietary free mobile app available for use on iPhones and Android phones that provides users with accurate, comprehensive, and real-time transit information on selected routes on the County's transit system. Currently, the Next Bus mobile app service is only available for Metrorail service and a new enhanced bus service that operates along Kendall Drive known as the Kendall Cruiser/Route 288. MDT anticipates phasing-in the implementation of other bus routes throughout the County within the next couple of years; however, the City has partnered with MDT to expedite the launch of the mobile app service on the SBL by Summer 2014. The next bus mobile app service will also be implemented on the planned North Beach Local circulator service anticipated to be launched mid 2014 in partnership with MDT.

Once the Next Bus mobile app service is available on the SBL and future North Beach Local users will have access to accurate, real-time information on this popular circulator service. The mobile app will allow users to see the estimated arrival time of the next bus, store their favorite bus stops as favorites, see the location of the bus on a map and visually track it as it approaches their bus stop. The quick and convenient accessibility of real-time and accurate transit information has proven to increase ridership on transit systems as well as improve the experience of transit riders as a result of better transit service reliability.

Based on discussions with MDT staff, it is anticipated that capital costs, primarily modems and ancillary equipment, would be approximately $40,000 for the existing fleet of eleven (11) SBL buses and the anticipated five (5) North Beach Local buses. This amount would be a one-time only cost. The monthly wireless service is anticipated to cost approximately $50 per month per bus (or approximately $9,600 annually). Funding for the Capital Component is subject to the Budget Amendment presented concurrently to the Capital Budget for Fiscal Year 2013/14 to be presented concurrently. Funding for the monthly wireless service is available in the Public Works Transportation Division budget.

THE ADMINISTRATION RECOMMENDS APPROVING THE RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Jose Gonzalez, ext: 6768

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ETC SC	KGB	JLM

MIAMIBEACH

AGENDA ITEM C7W

DATE 12-11-13

MIAMIBEACH

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES FOR THE SOUTH BEACH LOCAL FOR THE PURPOSE OF IMPLEMENTING THE MIAMI-DADE TRANSIT 'NEXT BUS' MOBILE APP SERVICE FOR THE SOUTH BEACH LOCAL AND FUTURE NORTH BEACH LOCAL, SUBJECT TO A BUDGET AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/14 TO BE PRESENTED AT THE DECEMBER 11, 2013 COMMISSION MEETING**

ADMINISTRATION RECOMMENDATION

The Administration recommends approving the Resolution.

BACKGROUND

In an effort to address concerns regarding the current on-time performance and reliability of the South Beach Local (SBL) service, City staff has been working with Miami-Dade Transit (MDT) to expedite the launch of the MDT Tracker (Next Bus) mobile app service for the SBL in the coming months and include the service in the launching of the future North Beach Local. MDT Tracker is the County's proprietary free mobile app available for use on iPhones and Android phones that provides users with accurate, comprehensive, and real-time transit information on selected routes on the County's transit system. Currently, the Next Bus mobile app service is only available for Metrorail service and a new enhanced bus service that operates along Kendall Drive known as the Kendall Cruiser/Route 288. MDT anticipates phasing-in the implementation of other bus routes throughout the County within the next couple of years; however, the City has partnered with MDT to expedite the launch of the mobile app service on the SBL by Summer 2014. The next bus mobile app service will also be implemented on the planned North Beach Local circulator service anticipated to be launched in mid-2014 in partnership with MDT.

In addition, the mobile app will allow users to:

- Obtain bus schedules by bus stop - this is the first time bus riders can obtain this type of specific information without the help of a customer-service agent.
- Obtain station information such as connecting bus routes.
- Locate nearby bus stops, as well as Metrorail and Metromover stations.
- View the status of elevator and escalator service at Metrorail and Metromover stations.
- Plan a trip on transit using Google.
- View fare information.
- View Metrobus, Metrorail and Metromover system maps.

- Submit comments and suggestions regarding a transit experience.
- Access important MDT contact telephone numbers.

Once the Next Bus mobile app service is available on the two local bus services, users will have access to accurate, real-time information on for both circulator services. The mobile app will allow users to see the estimated arrival time of the next bus, store their favorite bus stops as favorites, see the location of the bus on a map and visually track it as it approaches their bus stop. The quick and convenient accessibility of real-time and accurate transit information has proven to increase ridership on transit systems as well as improve the experience of transit riders as a result of better transit service reliability.

ANALYSIS

MDT currently has an existing contract with a wireless service provider for its Next Bus Mobile App service. Based on discussions with MDT staff, it is anticipated that IT infrastructure costs, primarily modems and ancillary equipment, would be approximately $40,000 for the existing fleet of eleven (11) SBL buses and the anticipated five (5) North Beach Local buses. This amount would be a one-time only cost. The monthly wireless service is anticipated to cost approximately $50 per month per bus (or approximately $9600 annually). Funding for the Capital Component is subject to the Budget Amendment presented concurrently to the Capital Budget for Fiscal Year 2013/14 to be presented concurrently. Funding for the monthly wireless service is available in the Public Works Transportation Division budget.

In order for the City to contractually partner with MDT in this endeavor and contribute towards the cost of implementing the service on the SBL and future North Beach Local, an amendment to the Interlocal Agreement between the City and Miami-Dade County for the provision of public transportation services is required (Attachment).

Pursuant to Section 2.8 "Term of Agreement" of the Interlocal Agreement, the City and Miami-Dade County wish to amend the agreement by inserting a new paragraph 6.12. All other terms and conditions of the Interlocal Agreement will remain the same.

RECOMMENDATION

The Administration recommends approving the Resolution and is confident that providing the Next Bus mobile app service on the SBL will help to promote public transit and improve ridership and service reliability on the SBL. Further, the availability of the mobile app service will allow the City and MDT to more effectively monitor and evaluate SBL service.

If desired by the City Commission, the mobile app service can be expanded in the future to include other significant MDT bus routes in the City of Miami Beach such as Route 150 (Airport Flyer).

Attachment:
Amendment No. 1 to the Interlocal Agreement for the Provision of Public Transportation Services for the South Beach Local

KGB/ETC/JRG
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RESOLUTION TO BE SUBMITTED

C7 – Resolutions

C7X A Resolution Acknowledging Mayor Philip Levine's Decision To Voluntarily Forego The Full Annual Salary, And Such Other Compensation And Benefits Afforded To The Office Of Mayor, As Set Forth In Exhibit "A" To This Resolution (And Collectively Referred To In This Resolution As The "Mayor's Compensation"), And Further Accepting The Mayor's Recommendation That Such Compensation Be Allocated To Offset Any Shortfalls And/Or Funding Gaps To The City's Elder Meals Programs, As A Result Of Federal Sequestration Cuts.

(Human Resources/City Attorney's Office)

(Memorandum to be Submitted in Supplemental)

Agenda Item C7X
Date 12-11-13

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Condensed Title:

Resolution Of The Mayor And City Commission Of The City Of Miami Beach Florida, Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Firms, Pursuant To Request For Proposals (RFP) No. 305-2013-TC For Design/Build Services For Right-Of-Way Infrastructure Improvement Program No. 8b – Lower North Bay Road; And Further Authorizing The Mayor And City Clerk To Execute An Agreement For Design/Build Services With Previously Appropriated Funding, And Future Appropriation Through A Capital Budget Amendment To The Capital Budget For Fiscal Year 2013/2014 To Be Presented At The December 11, 2013 Commission Meeting.

Key Intended Outcome Supported:

Maximize efficient delivery of services

Supporting Data (Surveys, Environmental Scan, etc: The 2009 Customer Satisfaction Survey indicated that 79% of businesses rated recently completed capital improvement projects as "excellent" or "good."

Item Summary/Recommendation:

On July 18, 2013, the Administration issued Request for Proposals (RFP) No. 305-2013TC for Design-Build Services for the Neighborhood No. 8B – Lower North Bay Road Right of Way Improvement Projects. The Project limits consist of the North Bay Road corridor, including Chase Avenue, bounded by Sunset Drive to the south, Biscayne Bay to the west, and Alton Road to the east and north, including those intersections within the aforementioned project limits, from Biscayne Bay to Alton Road.

The Design/Build Firm (DBF) will be responsible for the design, permitting, construction, construction management, and resident project representative services associated with earthwork, roadway, pavement restoration, sidewalk re-construction, water main and water services installation, sanitary sewer lining, storm drainage infrastructure installation, streetlight wiring upgrades, and streetscape / planting improvements for Neighborhood 8B – Lower North Bay Road Improvement Project. A DCP has been prepared by the City's Public Works Department which defines the necessary modifications, updates, and additions to the existing CH2M HILL construction drawings and technical specifications. The DBF will also provide a new full right-of-way utility location and topographic survey and integrate the necessary changes into the base maps for the design. The updated drawings will also reflect "lessons learned" and improvements added by past and current projects.

Notice of the RFP was issued to 480 firms through the City's e-procurement systems. In addition, 158 vendors were notified via email of the RFP. A total of 41 firms accessed the solicitation, which resulted in the receipt two (2) proposals from Central Florida Equipment Rentals, Inc. and Ric-Man International, Inc. Through the Procurement Division's review of each proposal for responsiveness, both firms were deemed responsive pursuant to the requirements of the Solicitation. On September 24, 2013, the Committee convened to review and discuss the responsive proposals. The Committee evaluated each proposal based on the criteria noted in the RFP and resulting in the following ranking:

- 1st Ranked: Central Florida Equipment Rentals, Inc.
- 2nd Ranked: Ric-Man International, Inc.

RECOMMENDATION

In accordance with the recommendation of the Committee and the due diligence review by the City Manager, the Administration recommends that the Mayor and City Commission adopt a resolution to authorizing the Administration to enter into negotiations with the top-ranked firm, Central Florida Equipment Rentals, Inc.; and should the Administration not be able to successfully negotiate an agreement with the top-ranked firm, authorizing the Administration to negotiate with the second-ranked firm, Ric-Man International, Inc.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1	127,404	Fund 304-2326-069357 - Capital Reserve
	2	425,872	Fund 384-2326-069357 - 2003 GO Bonds
	3	432,468	Fund 420-2326-069357 - Water & Sewer GBL Series 2010
	4	632,957	Fund 423-2326-069357 - Water & Sewer (Gulf Breeze) Series 2006
	5	193,171	Fund 423-2326-061357 - Water & Sewer (Gulf Breeze) Series 2006
	6	885,161	Fund 424-2326-069357 - Water & Sewer 2000S
	7	304,223	Fund 425-2326-069357 - Water & Sewer
	8	294,651	Fund 427-2326-069357 - Stormwater Bonds
	9	152,360	Fund 428-2326-069357 - Stormwater Bonds
	10	711,928	Fund 429-2326-069357 - Stormwater LOC Reso
	11	122,072	Fund 429-2326-061357 - Stormwater LOC Reso

	12	3,102,887	Fund 431-2326-069357 - 2011 Stormwater Bonds
	13	316,756	Fund 431-2326-061357 - 2011 Stormwater Bonds
	The following are subject to future appropriation:		
	14	35,672	Fund 302-2321-000356 - Pay-As-You-Go - Capital Fund
	15	59,422	Fund 302-2321-061357 - Pay-As-You-Go - Capital Fund
	16	69,906	Fund 302-2325-069357 - Pay-As-You-Go - Capital Fund
	17	691,355	Fund 304 - Capital Reserve
	18	371,283	Fund 424-2205-069357 - Water & Sewer 2000S
	19	1,532	Fund 428-2330-069357 - Storm Water Bonds - Phase I
	20	22,433	Fund 428-2330-069355 - Storm Water Bonds - Phase I
	21	2,556	Fund 428-2329-069357 - Storm Water Bonds - Phase I
	22	50,804	Fund 428-2329-069355 - Storm Water Bonds - Phase I
	23	390,669	Fund 431-2329-061357 – 2011 Stormwater Bonds
OBPI	**Total**	**9,397,542**	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

David Martinez, ext. 6972

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD___ DM___	KGB___ MT___	JLM___

T:\AGENDA\2013December 11\RFP 2013-185 P25 Mobile Radio System Consulting Services -Summary.doc

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 305-2013-TC FOR DESIGN/BUILD SERVICES FOR RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT PROGRAM NO. 8B – LOWER NORTH BAY ROAD; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR DESIGN/BUILD SERVICES WITH PREVIOUSLY APPROPRIATED FUNDING, AND FUTURE APPROPRIATION THROUGH A CAPITAL BUDGET AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/2014 TO BE PRESENTED AT THE DECEMBER 11, 2013 COMMISSION MEETING.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

KEY INTENDED OUTCOME SUPPORTED

Ensure well-designed quality capital projects

FUNDING

Funding in the amount of $7,701,910 has been previously appropriated in the Capital Budget as follows:

Construction Cost including Contingency:

$	127,404	Fund 304 - Capital Reserve
$	425,872	Fund 384 - 2003 GO Bonds
$	432,468	Fund 420 - Water & Sewer GBL Series 2010
$	632,957	Fund 423 - Water & Sewer (Gulf Breeze) Series 2006
$	193,171	Fund 423 - Water & Sewer (Gulf Breeze) Series 2006
$	885,161	Fund 424 - Water & Sewer 2000S
$	304,223	Fund 425 - Water & Sewer
$	294,651	Fund 427 - Stormwater Bonds
$	152,360	Fund 428 - Stormwater Bonds
$	711,928	Fund 429 - Stormwater LOC Reso
$	122,072	Fund 429 - Stormwater LOC Reso
$	3,102,887	Fund 431 - 2011 Stormwater Bonds
$	316,756	Fund 431 - 2011 Stormwater Bonds
$	7,701,910	

New Appropriations:

$	35,672	Fund 302 - Pay-As-You-Go Capital Fund
$	59,422	Fund 302 - Pay-As-You-Go Capital Fund
$	69,906	Fund 302 - Pay-As-You-Go Capital Fund
$	691,355	Fund 304 - Capital Reserve
$	371,283	Fund 424 - Water & Sewer 2000S
$	1,532	Fund 428 - Storm Water Bonds – Phase I
$	22,433	Fund 428 - Storm Water Bonds – Phase I
$	2,556	Fund 428 - Storm Water Bonds – Phase I
$	50,804	Fund 428 - Storm Water Bonds – Phase I
$	390,669	Fund 431 – 2011 Stormwater Bonds
$	1,695,632	

BACKGROUND

On April 9, 2003, the City Commission approved the Basis of Design Report (BODR), completed and submitted by CH2MHill for the Neighborhood No. 8 Bayshore/ Sunset Islands Project. This BODR was the culmination of a comprehensive planning effort that included input and reviews by residents, various City Departments, and the Design Review Board (DRB).

Invitation to Bid No. 2-09/10 was issued on November 25, 2009. The bid opening date was February 8, 2010. Since the City was experiencing some difficulty acquiring the necessary permits to continue with the project due to regulatory agencies taking a stricter approach/interpretation of the anti-degradation policy of Biscayne Bay, the bid opening was postponed until the dewatering permit issue could be resolved.

Bids were reopened on October 18th, 2010. On November 18, 2010, the Technical Review Panel (TRP), as well as support staff from the Design Engineer of Record CH2M Hill, convened to review, evaluate, and rank the bids submitted for the Lower North Bay Road Infrastructure Improvement Project Neighborhood 8B.

On December 8, 2010, the Mayor and City Commission adopted Resolution No. 2010-27567, approving a contract award with Trans Florida Development Corporation (TFDC), pursuant to Invitation to Bid No. 2-09/10, for the construction of the Right-of-Way Infrastructure Improvement Program Bayshore Neighborhood No. 8B, Lower North Bay Road project.

On February 7, 2011, shortly after construction contract award, a memorandum was presented by William Goldsmith to the members of CIPOC, City Commissioners, Public Works, the City Manager, and the Lower North Bay Road Homeowner's Association (HOA) summarizing a preliminary review of the project and requesting several upgrades to the existing plans.

On August 18, 2011, Notice to Proceed 1 (NTP-1) was issued to Trans Florida.

On December 5, 2011, the CIP Office held a Pre-Construction Meeting in anticipation of a ground breaking in January, 2012. Owner Departments as well as utility companies (FPL, Sprint, AT&T, and Atlantic Broadband) attended the meeting.

On February 2, 2012, during the time the contractor was securing their final right of way and dewatering permits and prior to the issuance of the Second Notice to Proceed (NTP-2), CIP received additional comments from PWD which required further design analysis from the

engineer of record. The project was put on a temporary "hold" status while the review was taking place.

On April 16, 2012, a Technical Memorandum was provided by the engineer of record to Public Works which finalized and closed out the comments and the need for any additional plan revisions.

As a result of the requested improvements by the HOA, additional comments received by PWD, as well as incurred delays by the contractor in providing the adequate documentation to issue NTP-2, the project incurred delays.

As a result of these delays, on May 30, 2012, the contractor sent notification to the City that due to recent price escalations from their vendors they would not be able to honor the original Contract price.

On July 9, 2012, the Administration presented the aforementioned revisions which included the additional scope and the contractor's proposal for increase in material and labor prices resulting from the Contractor's claim of a delayed start of construction. Staff requested funding to the Finance & Citywide Projects Committee. On September 27, 2012 the City Commission approved additional funding to the Capital Budget 2013 in the amount of $828,643 for the cost increases and additional scope as related to improvements requested by Public Works Department and in material escalation cost. On September 28, 2012, NTP #2 was issued to TFDC.
In October, 2012, the State Attorney Office issued the Affidavit in Support of his Arrest Warrant (Affidavit) in support of the arrest of former procurement director, Gus Lopez, which was transmitted to the City Commission via Letter to Commission (LTC). Subsequent the issuance of the Affidavit, City Administration decided to review the City's existing contracts with those vendors and/or contractors named in the Affidavit, which included TFDC. The review resulted in a termination for convenience of the TFDC agreement.

Subsequent to the termination of the TFDC agreement, and because the original design for the Lower North Bay Road project was completed several years ago, staff determined it would be prudent to re-evaluate and update this design, using the recently completed Storm Water Management Master Plan, along with the criteria established with the updated 'Storm Water Design Guidelines' as provided by the Public Works Department.

After reviewing various options for contracting of the final design and construction services, it was determined that the best course of action would be to proceed as a design-build project to achieve the necessary updates for the Lower North Bay Road improvements. The design-build model has inherent flexibility and lends itself well to incorporating additional scope without significantly impacting the projected schedule for commencement of this project.

On July 18, 2013, the Administration issued Request for Proposals (RFP) No. 305-2013TC for Design-Build Services for the Neighborhood No. 8B – Lower North Bay Road Right of Way Improvement Projects.

The Project limits consist of the North Bay Road corridor, including Chase Avenue, bounded by Sunset Drive to the south, Biscayne Bay to the west, and Alton Road to the east and north, including those intersections within the aforementioned project limits, from Biscayne Bay to Alton Road.

The Design/Build Firm (DBF) will be responsible for the design, permitting, construction, construction management, and resident project representative services associated with earthwork, roadway, pavement restoration, sidewalk re-construction, water main and water services installation, sanitary sewer lining, storm drainage infrastructure installation, streetlight

wiring upgrades, and streetscape / planting improvements for Neighborhood 8B – Lower North Bay Road Improvement Project. A DCP has been prepared by the City's Public Works Department which defines the necessary modifications, updates, and additions to the existing CH2M HILL construction drawings and technical specifications.

The DBF will also provide a new full right-of-way utility location and topographic survey and integrate the necessary changes into the base maps for the design. The updated drawings will also reflect "lessons learned" and improvements added by past and current projects.

RFP PROCESS

Request for Proposals (RFP) No. 305-2013TC was issued on July 18, 2013, with an opening date of September 10, 2013. The pre-proposal conference was held on August 6, 2013. During the pre-proposal conference, prospective bidders were instructed on the procurement process and the information their respective proposals should contain.

Notice of the RFP was issued to 480 firms through the City's e-procurement systems. In addition, 158 vendors were notified via email of the RFP. A total of 41 firms accessed the solicitation, which resulted in the receipt of the following two (2) proposals:

- Central Florida Equipment Rentals, Inc.
- Ric-Man International, Inc.

Through the Procurement Division's review of each proposal for responsiveness, both firms were deemed responsive pursuant to the requirements of the Solicitation.

On September 18, 2013, the City Manager via Letter to Commission (LTC) No. 342-2013, appointed an Evaluation Committee (the "Committee") consisting of the following individuals:

- Edward Baldie, Capital Projects Coordinator, CIP Office
- Mark Balzli, Resident and Lower North Bay Road Neighborhood Association Member
- Darlene Fernandez, Capital Projects Coordinator, CIP Office
- Douglas Seaman, Assistant City Engineer, Public Works
- Jason Hagopian, Resident and Design Review Board Committee Member

On September 24, 2013, the Committee convened to review and discuss the responsive proposals. The Committee evaluated each proposal based on the following criteria noted in the RFP:

- **15 Points** - Qualifications of Contractor and Key Personnel
- **15 Points** - Qualifications of Design Engineer/Key Personnel
- **10 Points** - Understanding of the Project/Project Approach/Risk Assessment Plan
- **5 Points** - Past Work Performance Evaluation Surveys
- **5 Points** - Prior Work History as a Team
- **5 Points** - Willingness to meet time and budget requirements as demonstrated by past performance
- **5 Points** - Certified disadvantaged business enterprise (DBE) participation. Either the Prime Consultant or the sub-Consultant team may qualify for proof of DBE certification. Accepted DBE certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County
- **5 Points** – Location
- **5 Points** – Recent, current, and projected workloads of the firms
- **5 Points** – The volume of work previously awarded to each firm by the City

Upon completion of the interviews, the Committee discussed each prospective proposer's qualifications, experience, and competence to score and rank the firms as provided in Table 1. The Committee recommended that the Administration enter into negotiations with the top-ranked firm, Central Florida Equipment Rentals, Inc.; and should the Administration not be able to successfully negotiate an agreement with the top-ranked firm, authorizing the Administration to negotiate with the second-ranked firm, Ric-Man International, Inc.

Table 1: RFQ 305-2013TC Evaluation Committee Results

	Baldie		Balzli		Fernandez		Hagopian		Seaman		Aggre-gate Rankng
	Raw Score	Rank	Raw Score	Rank	Raw Score	Rank	Raw Score	Rank	Raw Score	Rank	
Central Florida Equipment Rentals, Inc.	93	1	93	1	90	2	91	1	85	2	7
Ric-Man International, Inc.	92.94	1	85.94	2	94.94	1	87.94	2	91.94	1	8

It is important to note that pricing in both proposals received are approximately 24% above the estimated budget for the probable design-build cost. Staff attributes this to a number of underlying factors that were not considered in the original design:

- The cost to design and reconstruct the 29th Street seawall was never included in the original budget for this project. The new bid proposals reflect this new scope, including additional costs for any restoration and adjustments of any features and utilities affected during construction. Such components include asphalt pavement, outfall pipes, storm water discharge aprons, and security guard housing.

- The new design criteria takes into consideration the (currently unknown) cost to harmonize an undetermined amount of driveways in order to alleviate the flooding conditions on private property. Driveways are to be interfaced with the improvements in the right-of-way to maximize conveyance of storm water into the drainage system. This 'harmonization' was never included in the original budget for this project. There is no way of determining which driveways in this neighborhood will warrant harmonization until a proper topographic survey is performed.

Additional funding was previously requested and approved toward the estimated probable construction cost for Lower North Bay Road. However, the approved amount will not sufficiently cover the necessary additional storm water components of this project. The more stringent requirements as outlined by both the Design Criteria provided by the Public Works Department and the 2011 Storm Water Master Plan resulted in a much greater construction cost than Staff anticipated. Furthermore, when combining the fact that market conditions have steadily been escalating, along with the careful evaluation of the aforementioned factors above, this administration is of the opinion that the current bids are competitive, fair, and reasonably priced.

CITY MANAGER'S DUE DILIGENCE/CONCLUSION

After considering the review and recommendation of the Committee, the City Manager exercised his due diligence and carefully considered the specifics of this RFP process. Two important factors were critical in the City Manager's due diligence: 1) the integrity and 2) financial capacity of the responding firms.

Of particular interest in the City Manager's review was the fact that one of the firms, Ric-Man International, was also named in the Affidavit. In this matter, the City Manager appointed Robert Meyers, former director of the Miami-Dade County Commission on Ethics, to review the particulars of the Affidavit with regard to Ric-Man International. Mr. Meyers has concluded that

he has found "no significant character or integrity issues exist within the existing configuration of RMI (Ric-Man International) among its current owners or employees that should disqualify the company from doing business with the City or would hamper RMI's ability to perform in accordance with contract requirements dictated by the City of Miami Beach." A copy of the report prepared by Mr. Meyers with regard to Ric-Man International being named in the Affidavit is attached.

The other important matter considered in the due diligence review by the City Manager was the financial capacity of the firms. In this regard, the City utilizes the Dun & Bradstreet (D&B) Supplier Qualifier Report, which provides an overview of the financial capacity of each firm and the likelihood (risk score) that the firm may encounter financial restrictions that would impede its ability to successfully carry out its contractual obligations. While the D&B information noted Ric-Man International as a medium risk supplier, the D&B information for Central Florida originally indicated that firm as a high risk supplier. However, Central Florida has addressed certain matters with D&B that may have led to the high risk score, significantly improving its score to a medium risk score.

Accordingly, it has been determined that both firms are qualified to perform the required services. Nonetheless, Central Florida has been top-ranked by the Committee and has proposed a slightly lower cost for the project.

CONCLUSION

Based on the Committee recommendation and the City Manager's due diligence, the City Manager recommends award of the contract to Central Florida. Additionally, based on the information and opinion provided by Mr. Meyers on the attached report relative to the Ric-Man International being named in the Affidavit, the City Manager recommends consideration of Ric-Man International on future solicitations contingent upon compliance with solicitation requirements and the results of evaluations of qualifications, proposed scope and cost.

RECOMMENDATION

As a result, the City Manager recommends that the Mayor and City Commission adopt a resolution authorizing the Administration to enter into negotiations with the top-ranked firm, Central Florida Equipment Rentals, Inc.; and should the Administration not be able to successfully negotiate an agreement with the top-ranked firm, authorizing the Administration to negotiate with the second-ranked firm, Ric-Man International, Inc.

ATTACHMENTS

- Attachment A – Ric-Man International Report
- Attachment B – Bid Tally for RFQ 305-2013TC – Design/Build Services for Right-of-Way Infrastructure Improvement Program No. 8B – Lower North Bay Road

JLM/MT/KGB/DM/AD
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Attachment A

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

Memo

To: Alex Denis, Procurement Director, City of Miami Beach

From: Robert Meyers, Esq.

Date: November 21, 2013

Re: Ric-Man International Report

Introduction:

The Office of the City Manager retained my services to conduct investigations and prepare reports concerning the actions and conduct of each of the sixteen contractors named in the Affidavit in Support of Arrest Warrant of former Procurement Director Gus Lopez and Pierre Landrin (principal of Almani Marketing). Pursuant to your direction, I will consider the case against Ric-Man International (hereinafter "RMI") first. Before I offer my findings and recommendations concerning RMI, I will set forth the framework for analyzing the actions of all contractors, which will be applied to all of the reports I file with the City. As I understand it, neither RMI nor any of the other contractors identified in the Arrest Warrant have been charged with any criminal wrongdoing in connection with the Gus Lopez and Pierre Landrin arrests. Please be advised it is not within the scope of my inquiry to consider the relative strengths or weaknesses of possible criminal charges against RMI or its principals in this report. Rather, my recommendation will fall into one of three categories:

1) No significant character or integrity issues exist within a company that would hamper its ability to perform in accordance with the contract requirements dictated by the City of Miami Beach.
2) Questionable ethical and integrity issues exist among the principals and employees of the company that would suggest the company should be deemed non-responsive and the City should not transact business with said company.
3) Serious ethics breaches and major integrity issues existed with the current ownership and employees when dealing with the City of Miami Beach which would warrant a finding that the City Manager should initiate debarment proceeding against such a company.

My recommendations will be based on my examination of the following local ordinances: 1) Section 2-369 of the Miami Beach City Code; 2) Section 2-481 et.seq. of the Miami Beach City Code ("City Lobbying Ordinance; 3) Section 2-486 of the Miami Beach City Code "Cone of Silence"); 4) Section 2-446, et. seq. of the Miami Beach City Code (City Ethics Ordinance) and 5) Section 2-11.1 of the Miami-Dade County Code ("County Ethics Ordinance")

Background:

Since much of alleged corruption and criminal activity occurred within the JOC Program, it is important to summarize the program and the City's rationale for opting for this contracting system. In a somewhat ironic twist, the City stated in a 2001 resolution that the purpose behind issuing the Request for Proposal (RFP) was to establish a Job Ordering Contracting (JOC) system "to more rapidly engage contractors, while lowering costs and strengthening internal controls." In 2002, the City created the JOC program and entered into an agreement with the Gordian Group to manage the program and oversee the contractors. These contracts would range from several thousand dollars to multi-million dollar capital projects. The original JOC program was limited to horizontal and vertical construction projects and was later expanded to include streetscapes, electrical, mechanical, painting/waterproofing and roofing. The JOC program grew substantially over several Invitations to Bid (ITB) to the point where the Gordian Group was expected to manage the thirty-one contractors over the seven general categories.

The principal advantage of the JOC program was to establish an expedited process to enable the City to receive quick responses in the form of bids or quotes from the prequalified companies. Although deadlines were established when the City need to bid a new project, a company could deliver a bid by e-mail, fax or hand-delivery – a process considerably less formal than the RFP, RFQ or ITB processes. In a nutshell, the City would issue an ITB wherein companies would compete to be placed on a list to respond to projects that the city needed to complete. Once prequalified, the City would only be permitted to request quotes or bids from the prequalified companies. The City had the discretion to seek quotes or bids from one or more of the prequalified companies, except for projects in excess of $1 million dollars. For such projects, the City mandated that bids had to be received by at least three companies on the list. It should be noted that none of the ITBs for the JOC program specified the process for assigning work or equalizing work distribution among the pre-qualified companies. As a result of the fallout from the arrests of Gus Lopez and Pierre Landrin and the naming of sixteen city contractors in the Arrest Warrant, the JOC Program was shelved in late 2012

Landrin-Lopez Arrest Warrant and RMI

According to the Affidavit in Support of Arrest Warrant dated October 19, 2012, RMI allegedly entered into an agreement with Almani Marketing whereby RMI would pay Almani an initial fee of $3,000; a fee of $5,000 if RMI was placed on the list of pre-qualified companies under the Horizontal JOC Program 23-08/09 and then a payment of 1% of all payments received by the company in connection with work performed under this contract. The agreement was for consulting services Almani provided RMI to assist in preparing the bid in response to the 2008

JOC ITB. RMI was selected as one of the companies prequalified to perform work under the Horizontal contracting category and entered into an agreement with the City on August 26, 2009.

According to the arrest affidavit and records the company has shared with me, RMI paid Almani in excess of $80,000 from August of 2009 to August 2010. According to Section 2-485.3 of the Miami Beach City Code, no person or entity may pay, give or agree to pay or give a contingency fee to another person. A contingency fee is defined as a fee, bonus, commission or other nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage defeat, or modification of: an ordinance, resolution, action or decision of the city commission; any action, decision or recommendation of the city manager or any city board or committee; or any action, decision or recommendation of city personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the city commission, or a city board or committee.

Under the circumstances, the arrangement that Almani Marketing reached with RMI violated this section of the City's lobbying ordinance because a sizable portion of Almani's fees were tied to the award of contracts by the City Commission or City personnel. Moreover, this arrangement would also violate Section 2-11.1(s) of the Miami-Dade County Code. It is undisputed that Almani Marketing was paid in this fashion and a case could be made against Pierre Landrin of Almani Marketing that he engaged in unregistered lobbying as well. According to an examination of the records produced by the Miami Beach City Clerk, there is no record of Almani Marketing or Pierre Landrin ever having registered to lobbying on behalf of RMI. Further, there is sworn testimony that Landrin attempted to influence the Gordian Group when a dispute arose between RMI and the Gordian Group. More significantly, it is clear from the statements reviewed that Landrin encouraged and advocated for this client and "lobbied" his business partner, the former City of Miami Beach Procurement Director, on behalf of RMI.

Overview of RMI

Essentially, there are three companies owned or controlled by Mancini siblings doing business with the City of Miami Beach – RMI, DMSI and Ric-Man Construction. For purposes of this report, the focus will begin in the year 2002 when the family agreed to give David Mancini a 50% ownership interest of RMI and the other 50% was split evenly between Lisa and Paul Jankowski (David's sister and brother-in-law.) According to sworn testimony, RMI began to bid on projects (prior to JOC) with the City of Miami Beach in 2004 with David Mancini acted as the point person on these Miami Beach matters because of his experience in the field. It is unconverted that David Mancini would not consult with his partners when deciding to bid on Miami Beach work. Fast forward to 2010, and after much acrimony, David Mancini's interest in RMI was bought out in October 2010, at which time Lisa and David became 100% owners of the company. Parenthetically, David Mancini formed DMSI, a rival company to RMI, and it has been successful in doing business with the City of Miami Beach.

By any definition, RMI has been quite successful securing work under the JOC program. Based on records prepared by the City, RMI received twenty-nine JOC contracts worth approximately

$12.5 million (between 2008 and October 2010) before David Mancini left the company and another 30 contracts worth in excess of $2.6 million (between October 2008—2013) when Paul and Lisa Jankowski assumed 100% ownership of the company.

2009 – present (RMI, Pierre Landrin and Almani Marketing)

According to my interview with Lisa Jankowski on November 11, 2013, she stated that she has never met Pierre Landrin and only learned of the payments to Almani and the specifics of the City of Miami Beach JOC program after she hired a forensic accountant to examine the books and records after her brother's departure from RMI. Moreover, according to the company's records there were no payments to Almani Marketing after August 11, 2010. Disputes between David Mancini and Lisa and Paul Jankowski can be traced back to 2009, but the most significant events were David Mancini's letter of resignation dated on or about September 15, 2010 and his last day in the office on October 8, 2010.

In the most compelling evidence documenting the Jankowskis' lack involvement with Pierre Landrin and Almani Marketing comes from David Mancini's response to a question posed to him during his sworn statement on August 29, 2012. On page 27, beginning on line 5, David Mancini is asked the following questions:

Q. And other than Albert Dominguez while you were still at Ric-Man did anybody else work directly with Pierre Landrin?
A. No
Q. Your sister did not?
A. No for sure she did not
Q. To your knowledge does she even know who Pierre Landrin is?
A. I don't think she knows who Pierre (Landrin) is.

An exchange between Pierre Landrin and the Assistant State Attorney at Landrin's sworn statement of October 9, 2012 furthers supports the conclusion that Lisa Jankowski never did business with Pierre Landrin. Landrin was questioned about his relationship with Ric-Man Construction. Specifically, Landrin is asked the following question (See page 133, beginning on line 16:

Q. How is Ric-Man Construction related to the other two companies that I just mentioned? (RMI and DMSI)
A. They're brothers.
Q. And is there a sister involved somewhere?
A. I don't think the sister is involved in the construction company. I just know there's a sister somewhere in the mix, I don't know where she falls in.

This further supports the assertion that Lisa Jankowski never met Pierre Landrin, nor did she ever engage in any business transactions with him.

As far as other principals or employees of RMI are concerned after David Mancini gave up his interest in the company, another portion of Landrin's sworn statement is useful as well. (See page 71, beginning on line 7:

Q. Did you deal with anybody else but him (David Mancini) at Ric-Man International?
A. He was my primary contact.
Q. Was there another contact?
A. Sometimes it was Albert Dominguez.

The above excerpts from sworn statements, along with company records show that the last payment to Almani Marketing was written while David Mancini owned a 50% share of RMI when he effectively controlled the company's operations insofar as the City of Miami Beach was concerned. It is clear that Paul and Lisa Jankowski were never involved in the decision to utilize the services of Almani Marketing when the company was initially retained and had no business dealing with Almani Marketing after David Mancini left the company in October of 2010.

Rene Castillo Interview

Rene Castillo, who currently serves as President of RMI and who served as General Manager during David Mancini's tenure stated in his November 14, 2013 interview that he was never formally introduced to Pierre Landrin and never dealt with him directly at any point in time in his many years with RMI. Castillo mentioned that that he was aware of an individual who fit the description of Pierre Landrin who would occasionally stop by the office to pick up checks (apparently his consulting fees). Castillo stated that at one point he questioned Albert Dominguez, Project Manager for RMI and then Project Manager for DMSI, about the services that Almani was providing RMI and whether these services were of value to RMI. Furthermore, during the interview he asserted that he strenuously objected to a large payment that was due Almani (and he claimed that he signed the check under pressure from David Mancini) which conveniently coincided David Mancini's separation from the company. The records reflect that a check in excess of $35,000 was paid to Almani Marketing in August of 2010 or approximately two months before the Jankowskis' bought out Mancini's interest in RMI. Castillo acknowledged in his interview that he did speak to Lisa Jankowski about the payout of $35,000 to Almani, but this occurred after David Mancini no longer had an ownership interest in the company.

Castillo stated that in his role as General Manager of RMI and then as President, he would occasionally interact with City officials and personnel, but these interactions did not change when Mancini left the company. He stated that RMI continued to bid on work through the JOC program and also through the more formal process. Although RMI was successful in receiving work within the JOC, the company had no success when attempting to secure business through the more formal solicitation process. Castillo recalled two solicitations post-Mancini where RMI was not selected on either occasion. Most recently, Castillo cited RMI's submittal of a proposal in response to ITB 2013-380-TC (Parkland Island Right-of-Way Improvement) and produced a letter dated September 10, 2013 from the City Manager to Rene Castillo, President of RMI, that the City was rejected the company's bid protest and made its recommendation on factors in

addition to price, including the character, integrity, reputation, judgment, experience and efficiency of the bidder.

Conclusion

After a thorough review of all the evidence, including examining the sworn statements of Pierre Landrin and David Mancini, interviews with Paul and Lisa Jankowski, Rene Castillo and Theo Carrasco, the former City of Miami employee in charge of the JOC program for many years, I find that any relationship that RMI had with Pierre Landrin and/or Almani Marketing ceased in October 2010 upon the departure of David Mancini from the company. There is no evidence that shows any contact between Paul and Lisa Jankowski with Pierre Landrin from 2002 to the present. Additionally, I have no reason to believe based on the materials that I have reviewed that the Jankowskis ever met with Gus Lopez and the few meetings that Rene Castillo had with Gus Lopez were simply an attempt on Castillo's part to find out what jobs were in the offing. Furthermore, the records also reflect that Castillo was not involved in the decision to retain Almani Marketing to provide services to RMI and was purposely excluded from these discussions and decisions.

Consequently, I find that no significant character or integrity issues exist within the existing configuration of RMI among its current owners or employees that should disqualify the company from doing business with the City or would hamper RMI's ability to perform in accordance with contract requirements dictated by the City of Miami Beach. In addition, the actions of RMI since Lisa and Paul Jankowski assumed full control of the company that are linked to its interfacing with the City of Miami Beach conform to the provisions established under the City and County ethics and lobbying laws and related provisions.

Attachment B

TABULATION SHEET

MIAMIBEACH

DEPARTMENT OF PROCUREMENT MANAGEMENT

Solicitation Title:	Design/Build Svcs for ROW Infrastructure Improvement Program No. 8B: Lower North Bay Road
Solicitation No.:	RFP 305-2013-TC
Due Date:	August 19th, 2013 @ 3PM
Prepared By:	Sandra M. Rico, Sr. Procurement Specialist

VENDOR:	**Ric-Man International, Inc.**	**Central Florida Equipment Rentals, Inc.**
CONTACT PERSON:	Rene L. Castillo	Robert Baer
PHONE NUMBER:	(954) 426-1042	(305) 888-3344
EMAIL ADDRESS:	Rcastillo@Ric-Man.us	estimating@centralfloridaequip.com
Proposal Pricing:		
Project Design	**$467,245.00**	**$632,000.00**
General Conditions	**$749,000.00**	**$1,054,937.56**
Pavement and Streetscape Construction	**$3,028,551.10**	**$1,675,995.02**
Water and Sewer Construction	**$1,679,253.30**	**$1,882,917.44**
Stormwater Collection and Disposal Facility Construction	**$2,900,513.00**	**$3,614,164.98**
Electrical Construction	**$111,517.00**	**$50,000.00**
Allowance: Permit Fees	**$40,000.00**	**$40,000.00**
Consideration for Indemnification of City	**$25.00**	**$25.00**
Grand Total for All Items:	**$8,976,104.40**	**$8,950,040.00**

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF FIRMS, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 305-2013-TC FOR DESIGN/BUILD SERVICES FOR RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENT PROGRAM NO. 8B – LOWER NORTH BAY ROAD; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR DESIGN/BUILD SERVICES WITH PREVIOUSLY APPROPRIATED FUNDING, AND FUTURE APPROPRIATION THROUGH A CAPITAL BUDGET AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/2014.

WHEREAS, Requests for Proposals No. 305-2013TC, for Design-Build Services for the Neighborhood No. 8B – Lower North Bay Road Right of Way Improvement Project (the RFP) was issued on July 18, 2013, with an opening date of September 10, 2013; and

WHEREAS, a pre-proposal conference was held to provide information to prospective proposers was held on August 6, 2013; and

WHEREAS, the Public Group and Bidnet issued bid notices to 480 prospective proposers of which; in addition, 158 vendors were notified via email, which resulted in the receipt of two (2) proposals from the following firms: Central Florida Equipment Rentals, Inc., and Ric-Man International, Inc.; and

WHEREAS, after the Administration's review of the proposals received, Central Florida Equipment Rentals, Inc. has been ranked as the best proposal by the Evaluation Committee; and

WHEREAS, after considering the review and recommendation of City staff, the City Manager exercised his due diligence and carefully considered the specifics of this RFP process and recommends to the Mayor and City Commission to award the construction contract to Central Florida Equipment Rentals, Inc. and authorize the Administration to engage in value engineering to further reduce the cost and time for completion of said project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of firms, pursuant to Request for Proposals (RFP) No. 305-2013TC for Design/Build Services for Right-of-Way Infrastructure Improvement Program No. 8B – Lower North Bay Road; and further authorizing the Mayor and City Clerk to execute an Agreement for design/build services with previously appropriated funding, and future appropriation through a Capital Budget amendment to the Capital Budget for Fiscal Year 2013/2014.

PASSED AND ADOPTED THIS _____ DAY OF _____2013.

ATTEST:

Rafael Granado, CITY CLERK **Philip Levine, MAYOR**

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APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

12-4-13

City Attorney **Date**

MIAMIBEACH

OFFICE OF THE CITY ATTORNEY
JOSE SMITH, CITY ATTORNEY

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jose Smith, City Attorney

CC: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **RESOLUTION AMENDING RESOLUTION NO. 94-21382, AS AMENDED BY RESOLUTION NOS. 97-22607, 98-22693, AND 2003-25446, PERTAINING TO THE ESTABLISHMENT OF CITY COMMISSION COMMITTEES**

At the request of Mayor Levine, the City Attorney's Office has prepared the attached amendment to the above referenced Resolution, pertaining to the establishment of, and policies and procedures governing, City Commission committees, to provide for the following:

1. In addition to the three (3) existing City Commission committees (Land Use, Finance, and Neighborhoods), the Mayor proposes the establishment of a fourth committee to address flooding issues throughout the City;

2. The current Resolution provides that each Commission committee shall have three (3) voting members selected by the Mayor and one (1) alternate member (also selected by the Mayor, in the event that one of the three existing members is not present). The Mayor may also serve as one of the three (3) members of any Commission committee. Mayor Levine requests that the legislation be clarified to reflect the current custom and practice where, *in addition* to the three (3) existing City Commissioners (and one alternate) selected for each Commission committee, the Mayor shall also serve as a voting member of each committee (therefore, in this case, the Resolution would be amended to ratify the practice that the Mayor serve as the *fourth* voting member of each Committee);

3. Mayor Levine requests that the Resolution be amended to go back to the original policy, allowing the Mayor to select the chairperson and vice-chairperson of each Commission Committee (as stated, this authority was originally vested in the Mayor, prior to being amended pursuant to Resolution 2003-25446); and

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Date 12-11-13

4. Finally, a minor clean-up amendment is recommended by the City Attorney's Office with regard to the calling of Committee meetings to provide more flexibility in the setting of these meetings.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTION NO. 94-21382, AS AMENDED BY RESOLUTION NOS. 97-22607, 98-22693, AND 2003-25446, BY AMENDING PARAGRAPH 1 TO ESTABLISH A FLOOD MITIGATION COMMITTEE; BY AMENDING PARAGRAPH 2 TO PROVIDE THAT THE MAYOR SHALL SERVE AS A FOURTH VOTING MEMBER ON ALL CITY COMMISSION COMMITTEES; BY AMENDING PARAGRAPH 3 TO PROVIDE THAT THE MAYOR SHALL APPOINT A CHAIRPERSON AND VICE CHAIRPERSON FOR ALL CITY COMMISSION COMMITTEES; AND BY AMENDING PARAGRAPH 4 REGARDING THE CALLING OF MEETINGS.

WHEREAS, pursuant to Resolution No. 94-21382, the City Commission established City Commission Committees to examine facts and issues relating to matters relating to land use and development, capital improvements and finance, and community issues; and

WHEREAS, over the years, various amendments have been made to Resolution No. 94-21382 by Resolution Nos. 97-22607, 98-22693, and 2003-25446 to amend the provisions for City Commission Committees relative to membership, participation, purpose, and the selection of chairpersons and vice chairpersons; and

WHEREAS, the Mayor and City Commission wish to establish an additional City Commission Committee to address flooding and sea level rise issues in the City, to provide that the Mayor shall be a fourth voting member on all City Commission Committees, to provide that the Mayor shall appoint the chairperson and vice chairperson for all City Commission Committees; and to amend the provisions regarding the calling of meetings.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA as follows:

I. Paragraph 1 of Resolution No. 94-21382, as amended by Resolution Nos. 97-22607, 98-22693, and 2003-25446, is hereby amended as follows:

1. ~~Three (3)~~ Four (4) Committees shall be established to examine in depth facts and issues relating to matters in which the Mayor and City Commission may need to act and to advise the Mayor and City Commission of their findings and their recommendations relating to those matters. The ~~three (3)~~ four (4) Committees shall be as follows and shall generally have the following purposes:

a. the Land Use and Development Committee shall hear matters related to planning and zoning issues and issues related to specific public and/or private development projects;

b. the Finance and City-Wide Projects Committee shall hear issues related to municipal finance and City-wide capital improvement projects;

c. the Neighborhood/Community Affairs Committee shall address issues related to the quality of life, including improvement programs relating to the various neighborhoods throughout the City and shall address issues of concern or interest to the Miami Beach community~~.~~; and

d. the Flood Mitigation Committee shall address issues related to flooding and sea level rise in the City.

II. Paragraph 2 of Resolution No. 94-21382, as amended by Resolution Nos. 98-22693 and 2003-25446, is hereby amended as follows:

2. Each Committee shall have ~~three (3)~~ four (4) voting members who shall be comprised of the Mayor and three (3) members of the City Commission selected by the Mayor; in addition, each Committee shall have an alternate member selected by the Mayor~~, provided, however, that the Mayor may serve as one of the three (3) members of any Committee~~. In the event that one or more of the ~~three (3)~~ four (4) members comprising a specific Committee are not present at a Committee meeting. the alternate member may participate and vote on any issue before his or her designated committee and may serve for purposes of establishing a quorum. Notwithstanding the above, City Commission members who are not Committee members, or serving as an alternate member in the place of an absent Committee member, may participate in the discussion of any issue before any Committee.

III. Paragraph 3 of Resolution No. 94-21382, as amended by Resolution Nos. 97-22607 and 2003-25446, is hereby amended as follows:

3. ~~Each committee~~ The Mayor shall ~~select its~~ appoint a chairperson and vice chairperson for each committee. The term of service for each chairperson or vice chairperson shall be one year.

IV. Paragraph 4 of Resolution No. 94-21382 is hereby amended as follows:

4. Meetings shall be held when called by the chairperson~~,~~ or, in his/her absence, by the vice chairperson~~, and shall be held, whenever possible at 4:00 p.m. on a Wednesday on which there is no other scheduled meeting of the Mayor and the entire City Commission~~.

Notwithstanding the foregoing, the Mayor and City Commission reserve the right to assign such other matters they may deem appropriate, to be addressed by one or all of the aforestated Committees.

PASSED and ADOPTED this 11th day of December, 2013.

PHILIP LEVINE, MAYOR

ATTEST:

RAFAEL E. GRANADO, CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12/4/13 Date

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C7 - Resolutions

C7AA A Resolution Authorizing The City Manager To Decline, In Writing, The Right Of First Offer Transaction, As Required Pursuant To The Terms Of Section 36.2 Of The Agreement Of Lease ("Ground Lease") Between City Of Miami Beach, Florida ("Owner") And Pelican Investment Holdings, LLC ("Tenant"), Dated As Of December 1, 1999, Involving The Improvements To Property Located At 1027 Collins Avenue, Miami Beach, Florida And 1041 Collins Avenue, Miami Beach, Florida (Collectively The "Project"); Further Approving The Sale Of The Project To The Proposed Purchaser, Jones Lang Lasalle Income Property Trust, Inc., Upon Satisfactory Completion Of The City's Due Diligence In Connection With Said Proposed Sale; And Authorizing The City Manager And City Clerk To Execute Any And All Closing Documents On Behalf Of The City.

(Tourism, Culture & Economic Development Department)

(Memorandum to be Submitted in Supplemental)

Agenda Item C7AA
Date 12-11-13

RESOLUTION TO BE SUBMITTED

R5

Condensed Title:

Second Reading to consider an Ordinance Amendment modifying the setback requirements for certain types of encroachments including carports, mechanical equipment and swimming pools.

Key Intended Outcome Supported:

Maintain strong growth management policies.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

SECOND READING

The proposed Ordinance would modify the setback requirements for certain types of encroachments including carports, mechanical equipment and swimming pools.

The subject Ordinance was approved at First Reading on May 8, 2013, and referred to the Land Use Committee for further discussion, prior to Second Reading. On October 23, 2013, the Land Use Committee referred the Ordinance back to the Full Commission with a favorable recommendation.

The Administration recommends that the City Commission Open and continue the Ordinance to a date certain of January 15, 2014.

Advisory Board Recommendation:

On April 3, 2013, the Planning Board transmitted the subject Ordinance to the City Commission by a vote of 6-1.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have any tangible fiscal impact.

City Clerk's Office Legislative Tracking:

Richard Lorber or Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R5A

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SECOND READING

SUBJECT: **Accessory Setback Encroachments**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, ENTITLED "ZONING DISTRICTS AND REGULATIONS", BY AMENDING ARTICLE IV, ENTITLED "SUPPLEMENTARY DISTRICT REGULATIONS", BY AMENDING SECTION 142-1132 TO MODIFY THE SETBACKS FOR ALLOWABLE ENCROACHMENTS INCLUDING DRIVEWAYS, CARPORTS AND MECHANICAL EQUIPMENT; BY AMENDING SECTION 142-1133 TO MODIFY THE SETBACK REQUIREMENTS FOR SWIMMING POOLS AND THE REQUIREMENTS FOR THE CONSTRUCTION OF SWIMMING POOLS ON CORNER AND THRU LOTS WITHIN SINGLE FAMILY DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Open and continue the Ordinance to a date certain of January 15, 2014.

BACKGROUND

At the June 13, 2012 Land Use Committee meeting, Planning Department staff presented ideas for improving efficiency and reducing the costs and timeframes associated with the Board review process. The Committee requested that staff bring back a list of common variances that go to the Board of Adjustment.

At the July 25, 2012 Land Use Committee meeting, Planning Department staff presented examples of variances that were fairly routine and common. These variances also represented areas of the existing zoning code that could be modified to reduce the number of applications that are required to go to the Board of Adjustment for public hearing. Planning staff was instructed to bring the modifications necessary to reduce and eliminate variances in these particular areas back to the Committee in Ordinance form.

On January 23, 2013, Planning Staff proposed three (3) separate Ordinances to the Land Use Committee; these Ordinances pertained to

- RM-3 Accessory Use Signage
- Accessory Setback Encroachments
- Minimum Units Sizes for Historic Hotels and RM-2 Setback Requirements

Each of these proposed Ordinances was referred to the Planning Board by the Land Use Committee on January 23, 2013 and by the City Commission on February 6, 2013.

ANALYSIS

The Board of Adjustment has reviewed many variances for single family homes located on corner lots, as the narrow side of the lot is considered the front for zoning purposes. However, many corner homes face the longer side of the lot, considered for zoning purposes as the side yard facing the street. The setbacks are larger for front yards than they are for side yards facing the street. This causes problems for those corner homes oriented towards the longer side of the lot, especially when the homeowner is seeking to install a pool. A modification of setback requirements for swimming pools has been proposed that clarifies and eases the minimum yard requirements for pools and related equipment on corner lots and through lots (2 fronts), located within single family districts. The proposed ordinance also addresses setback encroachments for the perimeter portions of infinity edge pools, which are becoming more common in single family homes.

Staff has also noted that since changes were made to FEMA regulations after Hurricane Wilma, more variances have been required for the installation of central air conditioning units and generators within interior side yards in single family and low density multi-family districts. These pieces of equipment are now required to be raised off the ground to meet minimum flood requirements. When coupled with the taller design of energy efficient equipment, the result is an encroachment that exceeds the current height limit of five (5') feet from grade. The proposed ordinance seeks to address this by increasing the maximum height for allowable setback encroachments in single family and RM-1 districts to not exceed five (5') above flood elevation, with a maximum height of 10 feet above grade. This change is expected to be able to accommodate most standard mechanical equipment within interior yards.

Finally, staff has revised the encroachment requirements pertaining to driveways and carports, which are currently allowable encroachments within a front yard. In this regard, there are some instances, particularly on corner properties, where the main entrance to the home faces a side street, and not the front yard. In these particular instances, it is not possible for a home owner to have a carport where the car is typically parked, without a variance. The proposed Ordinance would extend the allowable projection for carports and driveways to a side street yard, if the main entrance of the home is located on the side street.

PLANNING BOARD REVIEW

The Planning Board reviewed the subject Ordinance on April 3, 2013, and transmitted it to the City Commission with a favorable recommendation by a vote of 6 to 1.

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have any tangible fiscal impact.

UPDATE/SUMMARY:

On May 8, 2013, the City Commission approved the subject Ordinance at First Reading and referred the matter back to the Land Use and Development Committee for further discussion, prior to Second Reading. Specifically, the City Commission requested that

additional language regarding neighbor notification for the relaxation of mechanical equipment setbacks be included in the ordinance. Staff revised this section of the Ordinance to include this revision. The Land Use Committee reviewed the proposed changes on October 23, 2013 and referred the matter back to the Full Commission with a favorable recommendation.

CONCLUSION

The Administration recommends that the City Commission Open and continue the Ordinance to a date certain of January 15, 2014.

JLM/JGG/RGL/TRM

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ACCESSORY SETBACK ENCROACHMENTS

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS," SECTION 142-1132 TO MODIFY THE SETBACKS FOR ALLOWABLE ENCROACHMENTS INCLUDING DRIVEWAYS, CARPORTS AND MECHANICAL EQUIPMENT; BY AMENDING SECTION 142-1133 TO MODIFY THE SETBACK REQUIREMENTS FOR SWIMMING POOLS AND THE REQUIREMENTS FOR THE CONSTRUCTION OF SWIMMING POOLS ON CORNER AND THRU LOTS WITHIN SINGLE FAMILY DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach places a high value on the scale, character and architectural context of its single family and low intensity residential districts; and

WHEREAS, the City of Miami Beach desires to amend existing requirements and procedures for swimming pools, central air conditioners and other mechanical equipment within required yards; and

WHEREAS, regulations of swimming pools, central air conditioners and other mechanical equipment are critical in order to maintain the scale, character and architectural context of the single family and low intensity residential districts; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. City Code Chapter 142, Article IV, "Supplementary District Regulations," is hereby amended as follows:

* * *

Sec. 142-1132. - Allowable encroachments within required yards.

(e)Carports. Carports shall be constructed of canvas and pipe for the express purpose of shading automobiles and shall have a minimum required interior side yard setback of four feet. The carport shall be permitted to extend into any front yard of a single-family residence, provided such carport is at least 18 inches from the property line or sidewalk~~,~~ and provided it is attached to the main building. When the main entrance to a house is located on a side of the house facing the street, the carport shall be permitted to extend into the side yard facing the street, provided such carport is at least 18 inches from the property line or sidewalk and provided it is attached to the main building. The side of the carport that faces the required rear yard may be permitted to align with the walls of the existing residence, provided the residence is located a minimum of five feet from the rear property line. When a carport is detached it shall not be located in the required front or side-facing-the-street yards. Carports shall not be permitted to exceed 20 feet in width, 20 feet in length and ten feet in height and shall not be screened or enclosed in any manner. An

unobstructed view between the grade and the lower ceiling edge of the carport of at least seven feet shall be maintained. Only one carport shall be erected within a required yard. Carports constructed prior to the adoption of this section shall be considered as legal nonconforming structures. Such nonconforming canopies may be repaired or replaced; however, the degree of their nonconformity shall not be increased thereby.

~~(f)Central air conditioners and other mechanical equipment. Accessory central air conditioners and any other mechanical equipment may occupy a required side or rear yard, in single-family townhome, or in the RM-1 residential multifamily low intensity districts, provided that:~~

> ~~(1)They are not closer than five feet to a rear or interior side lot line or ten feet to a side yard facing a street.~~
> ~~(2)The maximum height of the A/C units does not exceed five feet above the elevation, as defined in subsection 142-105(a)2.j., of the lot at which they are located.~~
> ~~(3)Any required sound buffering equipment is located outside the minimum five-foot yard area specified in subsection (f)(1) of this section.~~
> ~~(4)If the central air conditioning and other mechanical equipment do not conform to subsections (1), (2), and (3) above, then such equipment shall follow the setbacks of the main structure.~~

(f)Central air conditioners, emergency generators and other mechanical equipment. Accessory central air conditioners, generators and any other mechanical equipment, may occupy a required side or rear yard of an existing home, in single-family, townhome, or in the RM-1 residential multifamily low intensity districts, provided that:

> (1)They are not closer than five feet to a rear or interior side lot line or ten feet to a side lot line facing a street.
> (2)The maximum height of the equipment shall not exceed five feet above current flood elevation, with a maximum height not to exceed ten feet above grade, as defined in subsection114-1, of the lot at which they are located.
> (3)If visible from the right of way, physical and/or landscape screening shall be required.
> (4)Any required sound buffering equipment is located outside the minimum five-foot yard area specified in subsection (f)(1) of this section.
> (5) The abutting property owners are notified, in writing, of the proposed encroachment(s).
> (6)If the central air conditioning and other mechanical equipment do not conform to subsections (1), (2), (3), and (4) above, then such equipment shall follow the setbacks of the main structure.

* * *

(g)Driveways. Driveways and parking spaces leading into a property located in single-family and townhome districts shall have a minimum setback of four feet from the side property lines. Driveways and parking spaces parallel to the front property line shall have a minimum setback of five feet from the front property line. Driveways and parking spaces located within the side yard facing the street shall have a minimum setback of five feet to the rear property line.

* * *

Sec. 142-1133. - Swimming pools.
This section applies to swimming pools in all districts, except where specified. Accessory swimming pools, open and enclosed, or covered by a screen enclosure, or screen enclosure not covering a swimming pool, may only occupy a required rear or side yard, provided:

(1) Rear yard setback. A six-foot minimum setback from rear property line to swimming pool

deck or platform, the exterior face of an infinity edge pool catch basin, or screen enclosure associated or not associated with a swimming pool, provided, however, that swimming pool decks may extend to the property line and be connected to a dock and its related decking when abutting upon any bay or canal. There shall be a minimum 7½-foot setback from the rear property line to the water's edge of the swimming pool or to the waterline of the catch basin of an infinity edge pool. For oceanfront properties, the setback shall be measured from the old city bulkhead line.

(2) Side yard setback. A 7½-foot minimum required setback from the side property line to a swimming pool deck or platform, the exterior face of an infinity edge pool catch basin, or screen enclosures associated or not associated with a swimming pool. Nine-foot minimum required setback from side property line to the water's edge of the swimming pool or to the waterline of the catch basin of an infinity edge pool.

(3) Side yard facing a street. For a side yard facing a street:
a. Single-family district. In a single-family district a ten-foot setback from the property line to the swimming pool, deck or platform, the exterior face of an infinity edge pool catch basin, or screen enclosure.
b. All other districts. In all other districts a 15-foot setback from the property line to the swimming pool, deck or platform, the exterior face of an infinity edge pool catch basin, or screen enclosure.

(4) Walk space. A walk space at least 18 inches wide shall be provided between swimming pool walls and fences or screen enclosure walls. Every swimming pool shall be protected by a sturdy nonclimbable safety barrier and by a self-closing, self-locking gate approved by the building official.

a.The safety barrier shall be not less than four feet in height and shall be erected either around the swimming pool or around the premises or a portion thereof thereby enclosing the area entirely, thus prohibiting unrestrained admittance to the swimming pool area.

b.Where a wooden type fence is to be provided, the boards, pickets, louvers, or other such members shall be spaced, constructed and erected so as to make the fence not climbable and impenetrable.

c.The walls, whether of the stone or block type, shall be so erected to make them nonclimbable.

d.Where a wire fence is to be used, it shall be composed of two-inch chainlink or diamond weave nonclimbable type, or of an approved equal, with a top rail and shall be constructed of heavy galvanized material.

e.Gates, where provided, shall be of the spring lock type so that they shall automatically be in a closed and fastened position at all times. They shall also be equipped with a gate lock and shall be locked when the swimming pool is not in use.

(5) Size. The minimum size of all commercial swimming pools shall be 450 square feet with a minimum dimension of 15 feet and all required walkways shall have a minimum width of four feet around the swimming pool, exclusive of the coping. Commercial swimming pools shall also satisfy all applicable requirements of any governmental agency having jurisdiction.

(6) Visual barriers for swimming pools. Accessory swimming pools when located on any yard, facing a public street or alley, shall be screened from public view by a hedge, wall or fence not less than five feet in height. The hedge shall be planted and maintained so as to form a continuous dense row of greenery as per the requirements of this division. The

maximum height of the visual barrier shall be pursuant to article IV, division 5 of this chapter.

(7) Corner properties within Single Family Districts:
For corner lots with a home built prior to 2006, a ten-foot setback from the front property line and from the side lot line facing the street to the swimming pool, deck, platform or screen enclosure. For corner lots with radial corners, the front setback and the side setback facing the street shall be taken from the midpoint of the curve of the corner of the property.

(8) Homes with two fronts, or thru lots, within Single Family Districts:
Lots with two fronts, as defined by Section 114-1 of the City Code, shall be permitted to place a pool and pool deck, with a minimum ten-foot setback from the front property line, at the functional rear of the house.

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM &
LANGUAGE & FOR EXECUTION

_____ _____
City Attorney Date

First Reading: May 8, 2013
Second Reading: December 11, 2013

Verified by: _____
Richard G. Lorber, AICP, LEED AP
Acting Planning Director

Underscore denotes new language
11/13/2013

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Condensed Title:

First Reading to consider an Ordinance Amendment creating an Historic District Overlay Buffer for the east side of the Alton Road corridor between 6th and 11th Streets, 14th and 15th Streets and 17th Street to the Collins Canal.

Key Intended Outcome Supported:

Maintain strong growth management policies.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING PUBLIC HEARING

The proposed Ordinance would create an historic district overlay buffer for those portions of the Alton Road corridor between 6th and 11th Streets, 14th and 15th Streets and 17th Street to the Collins Canal.

The Administration recommends that the City Commission Open and Continue First Reading of the subject Ordinance to a date certain of January 15, 2014.

Advisory Board Recommendation:

On August 24, 2010, the Planning Board transmitted the subject Ordinance to the City Commission by a vote of 3-2.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget. By nature, a zoning district amendment does not have direct costs to the City, but it may affect long term revenue from property tax, sales tax and other revenue streams. Although some property owners have argued that the proposed overlay zoning will diminish their property values, the Administration believes that this is claim is highly speculative, especially if the Administration's alternate ordinance is adopted. The Administration's proposal would preserve all of the most valuable development rights on each parcel, with the exception of removing the .5 bonus FAR for residential use mixed with commercial uses. Since this is a bonus and not as-of-right floor area, it is difficult to say whether any real development would be sacrificed. There are no existing buildings in the district that have used this bonus. Counterbalancing any potential loss of development rights on private property is the companion ordinance creating Parking District #6, which will reduce minimum parking requirements thereby creating significant savings to private property owners in the cost of providing parking spaces. This ordinance is also expected to generally enhance property values throughout the neighborhood by permitting appropriately scaled infill development and by encouraging the development of smaller, locally oriented businesses.

City Clerk's Office Legislative Tracking:

Richard Lorber or Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM RSB

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

FIRST READING

SUBJECT: **Alton Road Historic District Buffer Overlay**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE III, "OVERLAY DISTRICTS," CREATING DIVISION 8 "ALTON ROAD - HISTORIC DISTRICT BUFFER OVERLAY," BY INCLUDING SECTION 142-858 "LOCATION AND PURPOSE," AND SECTION 142-859 "DEVELOPMENT REGULATIONS," INCLUDING AMONG OTHER PROVISIONS REGULATIONS ON MAXIMUM FLOOR AREA RATIO; MAXIMUM BUILDING HEIGHT; MINIMUM SETBACKS; BUILDING SEPARATION;_DEMOLITION OR ADDITIONS TO CONTRIBUTING BUILDINGS IN AN HISTORIC DISTRICT; AND LAND USE REGULATIONS FOR LOCATION OF RETAIL USES, RESTAURANTS, BARS, ENTERTAINMENT ESTABLISHMENTS, ALCOHOLIC BEVERAGE ESTABLISHMENTS AND SIMILAR USES; REQUIRING CONDITIONAL USE APPROVAL OF SUCH USES IN EXCESS OF 10,000 SQ. FT.; AND PROHIBITING ALCOHOLIC BEVERAGE AND ENTERTAINMENT ESTABLISHMENTS IN OPEN AREAS WITH EXCEPTIONS AS PRESCRIBED IN THE ORDINANCE; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Open and Continue First Reading of the subject Ordinance to a date certain of January 15, 2014.

BACKGROUND

In the Summer of 2006 the Historic Preservation Board initiated the westward expansion of the Flamingo Park Local Historic District to the east right-of-way line of Alton Road between 6th Street and 14th Street in order to protect the character of the adjacent National Register Historic District as well as the historically significant but yet unprotected properties along this stretch of Alton Road. It was noted by the board that recent commercial development trends along Alton Road could significantly adversely impact the quality of life and historic integrity of the National Register Historic District thereby undermining the cultural tourism appeal and quality of life of the city.

At the same time the Historic Preservation Board requested the Planning Department to initiate a major planning study of the Alton Road Corridor, including both sides of the

road between 5th Street and Michigan Avenue, which should include an analysis and evaluation of existing uses and conditions, historically significant properties, permitted building heights, allowable FAR, parking conditions and requirements, the efficacy of current zoning, and the character of the public right-of-way with regard to pedestrian amenities, convenient means of transit, and quality of landscape.

The board further requested that the Planning Department organize and advertise a series of community planning workshops, inviting members of the Historic Preservation Board and the Planning Board, in order to gain public input and insight from local business owners and residents so that the Department might develop a comprehensive set of planning and zoning recommendations for future development and preservation along the corridor that would enable healthy future growth and development without overwhelming or adversely impacting the historic character of the area.

On January 16, 2008, the Mayor and City Commission approved Ordinance No. 2008-3592, expanding the boundaries of the Flamingo Park Historic District westward expansion to Alton Road between 8 Street and 14 Street; and on January 28, 2009, the Mayor and City Commission approved Ordinance No. 2008-3592, expanding the boundaries of the Flamingo Park Historic District westward expansion to Alton Road between 6 Street and 8 Street

The Planning Department conducted an analysis of existing conditions, issues and opportunities in the Alton Road corridor and held a community planning workshop on August 20, 2008 to receive community input on land use, zoning, business development, parking, transit and pedestrian/bicycle amenities. On January 27, 2009, the Planning Department presented preliminary findings and recommendations for the Alton Road Neighborhood Planning Study to the Planning Board. On February 26, 2009, the Planning Department and the Planning Board held a second community planning workshop on the Alton Road Neighborhood Planning Study to receive community input. Both community planning workshops were advertised by mailed notice to property owners, newspaper notice, and City email newsletters.

On March 2, 2009, the Land Use and Development Committee adopted a motion directing the Planning Department to prepare an ordinance that would rezone the east side of Alton Road between 6 Street and 16 Street from the CD-2 district to the CD-1 district, and to review the uses and to the extent that there is a floor area incentive for mixed-use buildings, require that the additional FAR be set aside for affordable or workforce housing, and to refer the item to the Planning Board. On March 18, 2009, the Mayor and City Commission discussed the motion from the Land Use and Development Committee and clarified their intent to consider other options, including an overlay district that would remove the floor area ratio incentive for mixed-use projects.

During the Planning Board meetings on April 21, 2009, May 26, 2009 and August 25, 2009, the Planning Department staff held additional detailed discussions with the Board on the proposed zoning modifications for the east side of Alton Road in the Flamingo Park Historic District. The proposed Alton Road- Historic District Buffer Overlay is the result of those discussions.

On October 27, 2009, the Planning Board held a public hearing on the proposed overlay district and heard testimony from residents who were unhappy with some aspects of the draft ordinance. The Planning Board continued the hearing to the November 17 meeting and asked staff to meet with the concerned residents to try to resolve their issues. The Planning Department held two meetings with the residents on October 30 and November 9, 2009. The public hearing at the Planning Board meeting on November 17, 2009

resulted in several additional amendments to the proposed ordinance. The Planning Board recommended approval of the amended overlay district by a vote of 5 to 0.

Subsequently, the Administration made a determination that the amendments added to the ordinance during the November 17th public hearing, specifically amendments dealing with land use restrictions, may require a different type of notice to property owners than was provided for the previous public hearings. To avoid any legal challenges, the overlay district was brought back to the Planning Board in the same form as it was approved in November, 2009, with 30-day notice mailed to all property owners in and within 375 feet of the proposed overlay district.

On February 25, 2010, the Land Use and Development Committee discussed the proposed Alton Road Historic District Buffer Overlay. The Committee recommended that the ordinance be approved, and indicated that it does not need to come back to them unless there is a major material change made by the Planning Board.

On April 27, 2010, the Planning Board held a second public hearing on the proposed Alton Road Historic District Buffer Overlay district after the required 30-day mailed notice. The Planning Board voted 5 – 0 to recommend approval of the ordinance with an amendment that deleted the "no variances" provision. Subsequently, at their meeting on May 25, 2010, the Board voted 3 - 2 to reconsider their recommendation and to schedule the item for rehearing.

On August 24, 2010, the Planning Board held a third public hearing on the proposed Alton Road Historic District Buffer Overlay district after the required 30-day mailed notice. Based on objections from commercial property owners who were not present during the first two hearings, the Board voted separately on each of several amendments to the ordinance. Individual amendments that were approved by the Planning Board have been incorporated into the ordinance. However, a final vote to recommend approval of the entire ordinance, as amended, failed by a vote of 3-2 (four affirmative votes are required to approve a request that requires City Commission approval).

On November 1, 2010, the Administration hosted a meeting between attorneys representing certain property owners who objected to the ordinance and representatives from the neighborhoods in an attempt to forge a compromise on several limited points of disagreement. As a result of that meeting, the Administration is proposing an alternate version of the ordinance that we believe satisfies the most critical objections from both sides; while at the same time it represents sound planning principles and the interests of the city-at-large. A summary chart of the disputed issues and proposed changes to the ordinance is enclosed as Attachment A, and each issue is discussed in the analysis below.

On November 17, 2010, the ordinance was scheduled for first reading. The Mayor and City Commission continued the first reading to the January 19, 2011 meeting and referred the item to the Land Use and Development Committee for discussion. The LUDC deferred the item on January 31, 2011, February 23, 2011, and April 21, 2011. On May 18, 2011 the LUDC moved the ordinance to pending items based upon failure of various stakeholders to agree on details of the proposed Alton Road Historic District Buffer Overlay district.

On January 23, 2013, the Ordinance was transmitted by the Land Use Committee to the full City Commission with a favorable recommendation. On June 5, 2013, the City Commission discussed the proposed Ordinance at First Reading, and continued the item

to a date certain of October 16, 2013. On October 16, 2013, the item was continued to the December 11, 2013 City Commission meeting.

ANALYSIS

The purpose of the Alton Road – Historic District Buffer Overlay District is to minimize the impacts of development along Alton Road on residential properties located in the Flamingo Park Historic District and the Palm View Historic District. Specifically the overlay district is intended to apply to properties zoned CD-2 Commercial Medium Intensity that are adjacent to lower intensity RS-4 and RM-1 residential buildings in designated local historic districts. The overlay district regulations are intended to achieve a more compatible relationship of scale and massing between the Alton Road corridor and the adjoining residential neighborhoods.

The locations of the proposed overlay district are as follows:

Area 1 includes those properties fronting on the east side of Alton Road from 6 Street to 11 Street. Existing zoning is CD-2 adjacent to RM-1 in the Flamingo Park Historic District.

Area 2 includes those properties fronting on the east side of Alton Road from 14 Street to 15 Street. Existing zoning is CD-2 adjacent to RS-4 in the Flamingo Park Historic District.

Area 3 includes those properties fronting on the east side of Alton Road from 17 Street to the Collins Canal, except for the corner property adjacent to 17 Street. Existing zoning is CD-2 adjacent to RS-4 in the Palm View Historic District.

The proposed ordinance limits the floor area ratio (FAR) to a maximum of 1.5 by removing the existing bonus of .5 FAR for mixed-use buildings. This will make new construction along Alton Road more compatible in scale and intensity with the adjoining historic neighborhood zoned RM-1, which has existing buildings that range from 0.5 to 1.25 FAR with a few scattered sites over 1.25 FAR. During the planning process, various alternatives were considered, including down-zoning from CD-2 to CD-1, which has a maximum FAR of 1.0 with a mixed-use bonus of .25 FAR. After much discussion and analysis, it was ultimately decided that 1.5 FAR is suitable for Alton Road development. This is based on many factors, including the importance of Alton Road as a commercial corridor and the existing bus and potential future transit linkages (e.g. Bus Rapid Transit). From an urban design viewpoint, the proposed overlay district forms a gradual stepping up of the intensity from RM-1 on the residential neighborhood to the east, to a maximum of 1.5 FAR on the east side of Alton Road, to a maximum of 2.0 FAR on the west side of Alton Road, to a maximum of 2.25 FAR (2.75 for large lots) on the Bayfront in RM-3. However, it must be noted that FAR alone does not define the building envelop that is necessary to assure compatibility with the historic district. The height and setback regulations described below are also necessary to achieve this goal.

Another alternative that was discussed during the planning process was to keep a FAR bonus for residential uses in a mixed-use building, but to make the bonus an incentive to provide affordable or workforce housing. The Planning Board did not support this recommendation due to their consensus to limit FAR to a maximum of 1.5.

The maximum building height in the Planning Board recommended ordinance is 43 feet along Alton Road and a maximum of 23 feet in the rear portion of the lots within 50 feet from the rear property line for lots abutting an alley (Lenox Court) and within 60 feet from the RM-1 district for blocks with no alley between 8 Street and 11 Street. The 23 feet height limit in the rear of the lots is based upon maintaining consistency with the predominant 2-story height of existing buildings in the RM-1 district. For lots adjoining

single family districts, the 23 feet height limit will also ensure a compatible transition in the rear portion of the commercial property. The administration has an alternative recommendation for maximum building height of 50 feet along the front portion of the lots fronting Alton Road and 28 feet in the rear portion of the lots. This change is based upon information supplied by property owners concerning industry standards for minimum ceiling heights in new retail, restaurant and office buildings. However, this recommendation is subject to building separation requirements for larger site development (see below) to prevent monolithic buildings at 50 feet height.

The building height limitations in the proposed overlay district are coupled with rear yard setbacks to achieve the appropriate buffer between the RM-1/RS-4 districts and the CD-2 district. Proposed minimum building setbacks in the rear yard are 25 feet for lots with no alley and 5 feet for lots with an alley. The existing CD-2 and CD-1 zoning districts have a 5 feet minimum rear setback irrespective of whether there is an alley (20 feet width) to provide adequate separation between the buildings.

The overlay district proposes a minimum 5 feet setback on the front and side facing a street. This is necessary to provide adequate pedestrian circulation space to support alternative modes of transportation and sustain a vibrant commercial district.

The overlay district as amended by the Planning Board has no minimum interior side yard setback, nor does it have provisions for building separation, lot aggregation or view corridors on larger lot assemblages. Instead, the Planning Board version of the ordinance contains language requiring architectural treatments on the façades of buildings to be reflective of the 50 feet wide lot development pattern that is predominant in the historic district. This could be accomplished by such things as small variations in setbacks, window placement, or vertical and horizontal design elements on the façade, subject to design review. This was the recommendation of the Planning Board in November 2009 following extensive workshop discussions wherein the Planning Department staff had recommended various formulas for requiring a complete physical separation between adjacent buildings on the upper stories above ground level retail. The intent was to prevent a continuous wall of 40-50 feet tall buildings that would be inconsistent with the small lot development pattern of the historic residential neighborhoods. The current recommendation from the Administration is retain the language developed by the Planning Board with the clarification of "east and west" facades, and to add a paragraph requiring building separation under limited circumstances as follows: "Any development greater than 43 feet in height on a lot with more than 150 linear feet of frontage along Alton Road shall have a separation between all portions of the structure above a height of 28 feet, so that there is a minimum 15 feet wide view corridor running from east to west at least every 150 linear feet along the Alton Road corridor".

The overlay district contains 9 contributing buildings in the Flamingo Park Historic District. Those contributing buildings are proposed to be subject to two of the same conditions applied to historic buildings in the adjoining RM-1 zoning district. Those include a prohibition on demolition of architecturally significant portions of the building and prohibition of building within a historic courtyard.

Residents of the Flamingo Park neighborhood were concerned about impacts of noise and traffic from intensive commercial uses. Therefore, the proposed overlay district modifies the underlying CD-2 land uses in several ways. One of them is by prohibiting retail uses, restaurants, bars, entertainment establishments and similar uses at any level above the ground floor. An exception is provided for loft or mezzanine within the interior of a ground floor commercial space, provided that the loft or mezzanine does not exceed

one third of the floor area of the store. Based upon objections from property owners, the current Administration recommended ordinance deletes the language limiting the loft or mezzanine to one third of the floor area, and replaces it with language permitting "a second floor within a ground floor commercial space, if it functions as one single contiguous establishment and is only accessible to the public through the contiguous ground floor commercial space." This would allow two full floors inside any given retail store, similar to CB2 or Borders book stores, but it would not allow multilevel shopping centers.

No alcoholic beverage establishment, entertainment establishment or restaurant may be licensed as a main permitted or accessory use in any open area above the ground floor (any area that is not included in the FAR calculations) or at ground level in any open area within 125 feet of a residential district, except that residents of a multifamily (apartment or condominium) building or hotel guests may use these areas, which may include a pool or other recreational amenities, for their individual, personal use with appropriate buffering as determined by the Planning Department or applicable land use board with jurisdiction. No variance to this provision would be permitted.

In accord with the objective of encouraging locally oriented retail and service uses that are compatible in scale and character with the historic districts, the overlay district requires conditional use approval for any individual retail, restaurant, bar, entertainment establishment or similar establishment in excess of a certain size threshold. The Planning Dept. conducted a detailed survey of businesses in the Alton Road corridor and determined that a threshold of 5,000 sq. ft. generally separates businesses that primarily serve the neighborhood population from businesses that primarily serve the entire city and beyond. To provide a generous margin of error, staff doubled the recommended threshold to 10,000 sq. ft. for conditional use approval. The Planning Board changed the conditional use threshold from 10,000 sq. ft. to 20,000 sq. ft. by a 4-2 vote at their meeting on August 24, 2010, based upon objections from property owners. The Administration's recommendation is to keep the original threshold of 10,000 sq. ft. per establishment for conditional use approval based upon the analysis conducted by the Planning Department.

A majority of the discussions during the community workshops and Planning Board meetings centered upon the blocks between 6th and 11th Streets. However, it was noted that there is an incompatible scale relationship between the CD-2 zoning district and adjoining RS-4 single family zoning districts located in the 1400 block and the 1700 block. Down-zoning to CD-1 was considered for these two blocks, but the Planning Department recommends that the proposed overlay district will provide a more effective buffer than CD-1 due to the height and setback regulations in the overlay district. At their August 24, 2010 meeting, the Planning Board voted 5-1 to remove lots 15 and 16 from the overlay district (northeast corner of 17 Street and Alton Road).

PLANNING BOARD REVIEW

The Planning Board reviewed the proposed Ordinance on 3 separate occasions, as noted hereto:

1. On November 17, 2009 the Board recommended approval by a vote of 5 to 0.
2. On April 27, 2010, the Board recommended approval by a vote of 5 to 0.
3. August 24, 2010, the Board transmitted the Ordinance by a vote of 3 to 2.

FISCAL IMPACT

In accordance with Charter section 5.02, which requires that the "City of Miami Beach shall consider the long-term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long-term economic

impact (at least 5 years) of this proposed legislative action, and determined that there will be no measurable impact on the City's budget. By nature, a zoning district amendment does not have direct costs to the City, but it may affect long term revenue from property tax, sales tax and other revenue streams. Although some property owners have argued that the proposed overlay zoning will diminish their property values, the Administration believes that this is claim is highly speculative, especially if the Administration's alternate ordinance is adopted. The Administration's proposal would preserve all of the most valuable development rights on each parcel, with the exception of removing the .5 bonus FAR for residential use mixed with commercial uses. Since this is a bonus and not as-of-right floor area, it is difficult to say whether any real development would be sacrificed. There are no existing buildings in the district that have used this bonus. Counterbalancing any potential loss of development rights on private property is the companion ordinance creating Parking District #6, which will reduce minimum parking requirements thereby creating significant savings to private property owners in the cost of providing parking spaces. This ordinance is also expected to generally enhance property values throughout the neighborhood by permitting appropriately scaled infill development and by encouraging the development of smaller, locally oriented businesses.

SUMMARY/UPDATE

The proposed ordinance was originally a companion item to the Alton Road Parking District No. 6 Ordinance, which was adopted by the City Commission on September 11, 2013. The proposed Ordinance, which was discussed by the Commission on June 5, 2013, and continued to October 16, 2013, has been fully re-noticed for First Reading, as it has been determined that it requires two (2) full readings, and not just one. On October 16, 2013, the subject Ordinance was continued to the December 11, 2013 Commission meeting

As indicated previously, the Administration believes that the Alton Road Buffer Overlay Ordinance is valid as a standalone ordinance because it is based on the preservation and planning principles described in this memo.

CONCLUSION

The Administration recommends that the City Commission Open and Continue First Reading of the subject Ordinance to a date certain of January 15, 2014.

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Alton Road Historic District Buffer Overlay

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE III, "OVERLAY DISTRICTS," CREATING DIVISION 8 "ALTON ROAD - HISTORIC DISTRICT BUFFER OVERLAY," BY INCLUDING SECTION 142-858 "LOCATION AND PURPOSE," AND SECTION 142-859 "DEVELOPMENT REGULATIONS," INCLUDING AMONG OTHER REGULATIONS ON MAXIMUM FLOOR AREA RATIO; MAXIMUM BUILDING HEIGHT; MINIMUM SETBACKS; BUILDING SEPARATION; DEMOLITION OR ADDITIONS TO CONTRIBUTING BUILDINGS IN AN HISTORIC DISTRICT; AND LAND USE REGULATIONS FOR LOCATION OF RETAIL USES, RESTAURANTS, BARS, ENTERTAINMENT ESTABLISHMENTS, ALCOHOLIC BEVERAGE ESTABLISHMENTS AND SIMILAR USES; REQUIRING CONDITIONAL USE APPROVAL OF SUCH USES IN EXCESS OF 10,000 SQ. FT.; AND PROHIBITING ALCOHOLIC BEVERAGE AND ENTERTAINMENT ESTABLISHMENTS IN OPEN AREAS WITH EXCEPTIONS AS PRESCRIBED IN THE ORDINANCE; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, in the summer of 2006, the Historic Preservation Board initiated the westward expansion of the Flamingo Park Local Historic District to the east right-of-way line of Alton Road between 6 Street and 14 Street, and requested the Planning Department to initiate a major planning study of the Alton Road corridor, including both sides of the road between 5 Street and Michigan Avenue, to include an analysis and evaluation of existing uses and conditions, historically significant properties, permitted building heights, allowable FAR, parking conditions and requirements, the efficacy of current zoning, and the character of the public right-of-way with regard to pedestrian amenities, convenient means of transit, and quality of landscape; and

WHEREAS, on January 1, 2008, the Mayor and City Commission approved Ordinance No. 2008-3592, expanding the boundaries of the Flamingo Park Historic District westward expansion to Alton Road between 8 Street and 14 Street; and

WHEREAS, the Planning Department conducted an analysis of existing conditions, issues and opportunities in the Alton Road corridor and held a community planning workshop on August 20, 2008 to receive community input on land use, zoning, business development, parking, transit and pedestrian/bicycle amenities; and

WHEREAS, on January 27, 2009, the Planning Department presented preliminary findings and recommendations for the Alton Road Neighborhood Planning Study to the Planning Board; and

WHEREAS, on January 28, 2009, the Mayor and City Commission approved Ordinance No. 2008-3592, expanding the boundaries of the Flamingo Park Historic District westward expansion to Alton Road between 6 Street and 8 Street; and

WHEREAS, on February 26, 2009, the Planning Department and the Planning Board held a second community planning workshop on the Alton Road Neighborhood Planning Study to receive community input; and

WHEREAS, on March 2, 2009, the Land Use and Development Committee adopted a motion directing the Planning Department to prepare an ordinance that would rezone the east side of Alton Road between 6 Street and 16 Street from the CD-2 district to the CD-1 district, and to review the uses and to the extent that there is a floor area incentive for mixed-use buildings, require that the additional FAR be set aside for affordable or workforce housing, and to refer the item to the Planning Board; and

WHEREAS, on March 18, 2009, the Mayor and City Commission discussed the motion from the Land Use and Development Committee and clarified their intent to consider other options, including an overlay district that would remove the floor area ratio incentive for mixed-use projects; and

WHEREAS, on April 21, 2009, May 26, 2009 and August 25, 2009, the Planning Board held additional detailed discussions on the proposed zoning modifications for the east side of Alton Road in the Flamingo Park Historic District; and

WHEREAS, the proposed "Alton Road – Historic District Buffer Overlay" district responds to concerns expressed by the Planning Board, the Land Use and Development Committee and local residents by requiring among other things, a more compatible relationship of scale and massing between new development along the east side of the Alton Road corridor and the adjoining residential neighborhoods, by promoting mixed-use development that makes efficient use of parking, by minimizing the concentration of impacts from intense retail and restaurant development and by encouraging smaller neighborhood-oriented uses.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

Section 1. Chapter 142 of the City Code, entitled "Zoning Districts and Regulations," Article III, "Overlay Districts," Division 8 "Alton Road – Historic District Buffer Overlay" is hereby created as follows:

DIVISION 8. ALTON ROAD - HISTORIC DISTRICT BUFFER OVERLAY

Sec. 142-858. Location and purpose.

(a) The regulations of this division shall apply to properties within the following boundaries, which shall be known as the Alton Road - Historic District Buffer Overlay.

(1) Area 1 shall be those properties fronting on the east side of Alton Road from 6th Street to 11th Street.

(2) Area 2 shall be those properties fronting on the east side of Alton Road from 14th Street to 15th Street.

(3) Area 3 shall be those properties fronting on the east side of Alton Road from 17th Street to the Collins Canal.

(b) The purpose of this overlay district is to minimize the impacts of development along Alton Road on residential properties located in the Flamingo Park Historic District and the Palm View Historic District. Specifically the overlay district is intended to apply to properties zoned CD-2 Commercial Medium Intensity that are adjacent to lower intensity RS-4 and RM-1 residential buildings in designated local historic districts. The overlay district regulations are intended to achieve a more compatible relationship of scale and massing between the Alton Road corridor and the adjoining residential neighborhoods, to promote mixed-use development that makes efficient use of parking, to minimize the concentration of impacts from intense retail and restaurant development and to encourage smaller neighborhood-oriented uses.

Sec. 142-859. Development regulations.

The following overlay regulations shall apply within the Alton Road – Historic District Buffer Overlay District. All development regulations applicable to and/or in the underlying zoning district shall apply, except as follows:

(a) Maximum FAR. The maximum floor area ratio (FAR) in this overlay district shall be 1.5. The floor area ratio provision for mixed use buildings in section 142-307(d)(2) shall not apply in this overlay district.

(b) Maximum building height. The maximum building height in this district shall be 50 feet and a maximum of 4 stories, except that building height shall be limited to 28 feet within 50 feet from the rear property line for lots abutting an alley (Lenox Court) and within 60 feet from the RM-1 district for blocks with no alley between 8 Street and 11 Street. There shall be no variances for building height.

(c) Minimum setbacks.

(1) Front – 5 feet.

(2) Side facing a street – 5 feet.

(3) Interior side – 0 feet.

(4) Rear - for lots with a rear property line abutting an RM-1 or an RS-4 district the rear yard setback shall be a minimum of 25 feet; for lots with a rear property line abutting an alley (Lenox Court) the rear setback shall be a minimum of 5 feet; otherwise the rear setback shall be a minimum of 7.5 feet.

(5) There shall be no variances for building setbacks, except for triangular lots.

(d) Building separation:

(1) The east and west façades of any building constructed on more than 50 linear feet of frontage along Alton Road shall be divided into segments with building massing and architectural treatments intended to be reflective of the 50 feet wide lot development pattern that is predominant in the historic district.

(2) Any building greater than 43 feet in height with a footprint that occupies more than 150 linear feet of frontage along Alton Road shall have a separation between all portions of the building above a height of 28 feet, so that there is a minimum 15 feet wide view corridor running from east to west at least every 150 linear feet along the Alton Road corridor.

(e) The following regulations shall apply to lots containing contributing buildings in the Flamingo Park Historic District within the Alton Road – Historic District Buffer Overlay.

(1) Only those portions of a contributing building that were not part of the original structure on site, or that have not acquired any type of architectural significance, as determined by staff or the historic preservation board, may be issued a Certificate of Appropriateness for demolition.

(2) For contributing buildings or properties, no building or structure shall be permitted within an existing historic courtyard. For purposes of this subsection, an historic courtyard shall be defined as a grade level space, open to the sky, which is enclosed on at least two sides by an existing building or structure on the same property and is an established architectural or historic component of the site or building design by virtue of significant features and/or finishes, including, but not limited to, paving patterns, fountains, terraces, walkways or landscaping.

(f) Land Use: Main permitted uses, conditional uses and accessory uses shall be permissible as set forth in the CD-2 district regulations, with the following exceptions:

(1) Retail uses, restaurants, bars, entertainment establishments and similar uses shall not be permitted at any level above the ground floor, except that a loft or mezzanine containing these uses may be permitted within the interior of a ground floor commercial space. This subsection shall not apply to existing and proposed retail uses in buildings existing in this district as of the effective date of this ordinance.

(2) Any individual retail, restaurant, bar, entertainment establishment or similar establishment in excess of 10,000 square feet, inclusive of outdoor seating areas, shall require conditional use approval. The regulations in Chapter 142, Article V, Division 6, Entertainment Establishments, shall continue to apply to uses in this overlay district.

(3) No alcoholic beverage establishment, entertainment establishment or restaurant may be licensed as a main permitted or accessory use in any open area above the ground floor (any area that is not included in the FAR calculations) or at ground level in any open area within 125 feet of a residential district, except that residents of a multifamily (apartment or condominium) building or hotel guests may use these areas, which may include a pool or other recreational amenities, for their individual, personal use with appropriate buffering as determined by the Planning Department or applicable land use board with jurisdiction.

SECTION 2. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and **ADOPTED** this _____ day of _____, 2014.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO
FORM AND LANGUAGE
& FOR EXECUTION

_____ _____

City Attorney Date

First Reading: December 11, 2013
Second Reading: January 15, 2014

Verified by: _____
Richard G Lorber, AICP, LEED AP
Acting Planning Director

Underscore denotes new language

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MIAMIBEACH

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

CC: Jimmy Morales, City Manager

FROM: Jose Smith, City Attorney

DATE: December 11, 2013

SUBJECT: **SECOND READING**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH BY AMENDING CHAPTER 62, ENTITLED "HUMAN RELATIONS," BY AMENDING ARTICLE II, ENTITLED "DISCRIMINATION," BY AMENDING DIVISION 1, ENTITLED "GENERALLY," BY AMENDING SEC. 62.31 ENTITLED "DEFINITIONS" TO DEFINE INTERSSEXUALITY AND ADD THAT TERM AS A PROTECTED CLASSIFICATION CATEGORY; TO AMEND SECTIONS 62-33 ENTITLED "PURPOSE; DECLARATION OF POLICY," 62-37(b) ENTITLED "DUTIES AND POWERS," 62-88.1 ENTITLED "DISCRIMINATION IN PUBLIC SERVICES," 62-90 ENTITLED "USE OF MUNICIPAL FACILITIES," 62-91 ENTITLED "MUNICIPAL FUNDS," AND 62-112(c) ENTITLED "HOUSING" TO INCLUDE INTERSEXUALITY AS A PROTECTED CLASSIFICATION CATEGORY; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

BACKGROUND

The Miami Beach Human Rights Ordinance established the City of Miami Beach Human Rights Committee, which has as one of its principal duties recommending to the City Manager and the City Commission legislation that would further the purpose of eliminating and preventing discrimination in employment and public accommodations based upon classification categories defined in Section 62-31 of the City of Miami Beach's Human Rights Ordinance. At the request of the City of Miami Beach Human Rights Committee, Mayor Matti Herrera Bower sponsored this proposed ordinance. The item was passed on first reading at the October 16, 2013 City Commission meeting.

ANALYSIS

Intersexuality, is defined by the Miriam Webster Dictionary as "the condition of either having both male and female gonadal tissue in one individual or of having the gonads of one sex and external genitalia that is of the other sex or is ambiguous."

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Date 12-11-13

In 2012, Australia adopted an anti-discrimination law that protects "intersex status" alongside established grounds such as "sex" and "race." The government has also adopted new guidelines on the recognition of sex and gender, which are currently being implemented. The Australian healthcare system is removing gendered references in its services, focusing on the specific biological needs of patients instead of their legal sex or gender.

Also in 2012, the European Union released a report on discrimination against intersex and trans people, titled "Discrimination against trans and intersex people on the grounds of sex, gender identity and gender expression."

The report identifies Germany and Finland as having the most advanced protection. In Germany, for example the ground of sexual identity is interpreted broadly covering the whole LGBTI spectrum.

The report also identifies Scotland as having the only (then) known explicit reference to intersex people in domestic legislation. In Scotland's Offences (Aggravation by Prejudice) (Scotland) Act 2009,211, Art. 2(8) includes "intersexuality" within the meaning of "transgender identity".

Research has not revealed any governmental entity in the United States that has yet enacted protection for intersex people, so passage of this measure by the City of Miami Beach would once again place the City on the cutting edge of civil rights protections. This model could then be utilized to encourage other U.S. jurisdictions to adopt similar measures.

The Miami Beach Human Rights Committee discussed the issue of discrimination based upon intersexuality at its October 8, 2013 meeting and voted to recommend that the City Commission adopt protection for intersexuals by amending the City of Miami Beach Human Rights Ordinance to protect intersexuals from discrimination in employment, public accommodations, housing, and provision of public services.

The Miami Beach Human Rights Committee and the administration therefore recommend the passage of this Ordinance amending the Chapter 62 of the City Code to define and protect intersexuality as a protected Classification Category.

ECONOMIC IMPACT

There is no cost to the City of Miami Beach associated with the adoption of this ordinance.

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ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH BY AMENDING CHAPTER 62, ENTITLED "HUMAN RELATIONS," BY AMENDING ARTICLE II, ENTITLED "DISCRIMINATION," BY AMENDING DIVISION 1, ENTITLED "GENERALLY," BY AMENDING SEC. 62.31 ENTITLED "DEFINITIONS" TO DEFINE INTERSSEXUALITY AND ADD THAT TERM AS A PROTECTED CLASSIFICATION CATEGORY; TO AMEND SECTIONS 62-33 ENTITLED "PURPOSE; DECLARATION OF POLICY," 62-37(b) ENTITLED "DUTIES AND POWERS," 62-88.1 ENTITLED "DISCRIMINATION IN PUBLIC SERVICES," 62-90 ENTITLED "USE OF MUNICIPAL FACILITIES," 62-91 ENTITLED "MUNICIPAL FUNDS," AND 62-112(c) ENTITLED "HOUSING" TO INCLUDE INTERSEXUALITY AS A PROTECTED CLASSIFICATION CATEGORY; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, on January 13, 2010, the Mayor and City Commission of the City of Miami Beach adopted Ordinance 2010-3669, amending the City of Miami Beach Human Rights Ordinance; and

WHEREAS, the Miami Beach Human Rights Ordinance established the City of Miami Beach Human Rights Committee, which has as one of its principal duties recommending to the City Manager and the City Commission legislation that would further the purpose of eliminating and preventing discrimination in employment and public accommodations based upon classification categories defined in Section 62-31 of the City of Miami Beach's Human Rights Ordinance; and

WHEREAS, intersexuality, is defined by the Miriam Webster Dictionary as "the condition of either having both male and female gonadal tissue in one individual or of having the gonads of one sex and external genitalia that is of the other sex or is ambiguous;" and

WHEREAS, the Miami Beach Human Rights Committee discussed the issue of discrimination based upon intersexuality at its October 8, 2013 meeting and voted to recommend protection for intersexuals by amending the City of Miami Beach Human Rights Ordinance to protect intersexuals from discrimination in employment, public accommodations, housing, and provision of public services; and

WHEREAS, the Mayor and City Commission wish to adopt the Miami Beach Human Rights Committee's recommendation to provide protection from discrimination for intersexuals; and

NOW THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY

COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AS FOLLOWS:

SECTION 1. That Chapter 62 of the City Code is hereby amended as follows:

Chapter 62

HUMAN RELATIONS

* * *

Article II. Discrimination

* * *

Division 1. Generally

Sec. 62-31. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Classification category means each category by which discrimination is prohibited as set forth within section 62-33. These categories are as follows: race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital and familial status, or age.

* * *

Intersexuality means the condition of either having both male and female gonadal tissue in one individual or of having the gonads of one sex and external genitalia that is of the other sex or is ambiguous.

* * *

Sec. 62-33. Purpose; Declaration of Policy.

In the city, with its cosmopolitan population consisting of people of every race, color, national origin, religion, sex, intersexuality, ~~gender,~~ gender identity, sexual orientation, marital and familial status, and age, some of them who are disabled as defined under section 62-31 hereof, there is no greater danger to the health, morals, safety and welfare of the city and its inhabitants than the existence of prejudice against one another and antagonistic to each other because of differences of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, or disability. The city finds and declares that prejudice, intolerance, bigotry and discrimination and disorder occasioned thereby

threaten the rights and proper privileges of its inhabitants and menace the very institutions, foundations and bedrock of a free, democratic society.

The general purpose of this article and the policy of the city, in keeping with the laws of the United States of America and the spirit of the state constitution, is to promote through fair, orderly and lawful procedure the opportunity for each person so desiring to obtain employment, housing and public accommodations of the person's choice in the city without regard to race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, or disability, and, to that end, to prohibit discrimination in employment, housing and public accommodations by any person.

* * *

Sec. 62-37. Duties and Powers.

* * *

(b) To inform persons of the rights assured and remedies provided under this article, and to promote goodwill, and minimize or eliminate discrimination because of race, color, national origin, religion, sex, intersexuality, sexual orientation, gender identity, disability, marital and familial status, or age;

* * *

Sec. 62-88.1. Discrimination in Public Services.

No individual shall, by reason of race, color, national origin, religion, sex, intersexuality, sexual orientation, gender identity, marital and familial status, or age, nor any qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the public services of the city, or be subjected to discrimination by the city.

* * *

Sec. 62-90. Use of Municipal Facilities.

The use of municipal facilities in the city shall be regulated pursuant to the provisions of this section. The purpose and intent of this section is to establish legislative and administrative policies for the nondiscriminatory use of municipal facilities, which shall be defined as any and all city-owned and operated facilities including buildings, parks, fields, and any other facility now or in the future owned, controlled, leased, or operated by the city. All organizations, clubs, and individuals wishing to obtain any fee waiver to use municipal facilities shall confirm in writing as follows:

> I [name of organization, club, or person] the [title] of [name of organization or club], certify that I/my organization or club does not discriminate in its membership or policies based on race, color, national origin, religion, sex,

intersexuality, sexual orientation, gender identity, familial and marital status, age or disability.

Sec. 62-91. Municipal funds.

Municipal funding of organizations or clubs shall be regulated pursuant to this section. The purpose and intent of this section is to establish legislative and administrative polices for the award of municipal funds to organizations or clubs that do not discriminate in their membership or policies. All organizations or clubs wishing to obtain municipal funding shall confirm in writing as follows:

> I [name of organization or club] the [title] of [name of organization or club], certify that my organization/club does not discriminate in its membership or policies based on race, color, national origin, religion, sex, intersexuality, sexual orientation, gender identity, familial and marital status, age or disability.

* * *

Sec. 62-112. Housing.

* * *

(c) Nothing contained in this article shall preclude the seller, developer, condominium association, lessor, property owner, or that person's authorized agent from setting forth reasonable rules, regulations, terms and conditions pertaining to the sale, lease or disposal of that person's property provided such rules, regulations, terms and conditions are not based on race, color, religion, sex, intersexuality, sexual orientation, gender identity, national origin, age, disability, familial status, or marital status and provided there is no conflict with the affirmative provisions set forth in this article. Furthermore, nothing in this article shall preclude reasonable rules, regulations, or terms and conditions pertaining to the safe and prudent use by minors of facilities and amenities provided in conjunction with real property.

SECTION 2. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances and all sections and parts of sections in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

Passed and adopted this _____ day of _____, 2013.

This Ordinance shall take effect the ___ day of _____, 201___.

ATTEST:

_____
MAYOR

_____
RAFAEL E. GRANADO, CITY CLERK

Underline denotes additions.
~~Strikethrough~~ denotes deletions.

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY DATE 10/9/13

MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

To: Jose Smith, City Attorney

From: Matti Herrera Bower, Mayor

Date: October 9, 2013

Re: **Amending our Human Rights Ordinance to protect Intersexuality from Discrimination in the City of Miami Beach**

I would like the City of Miami Beach to follow the recommendation of our Human Rights Committee and request that your office draft the necessary amendments to our existing Human Rights Ordinance to protect intersex status alongside other classification categories, such as race, sex and sexual orientation. I would like to sponsor these amendments for first reading at the October 16, 2013 meeting of the City Commission.

Should you have any questions, please contact Gabrielle Redfern at extension 6157.

Thank you.

MHB/ fgr

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, December 11, 2013** to consider the following:

10:15 a.m.
Resolution Setting A Public Hearing To Adopt The First Amendment To The Capital Budget For Fiscal Year (FY) 2013/14.

Inquiries may be directed to the Office of Budget & Performance Improvement at (305) 673-7510.

11:15 a.m.
Ordinance Amending The Code Of The City Of Miami Beach By Amending Chapter 62, Entitled "Human Relations," By Amending Article II, Entitled "Discrimination," By Amending Division 1, Entitled "Generally," By Amending Sec. 62.31 Entitled "Definitions" To Define Intersexuality And Add That Term As A Protected Classification Category; To Amend Sections 62-33 Entitled "Purpose; Declaration Of Policy," 62-37(b) Entitled "Duties And Powers," 62-88.1 Entitled "Discrimination In Public Services," 62-90 Entitled "Use Of Municipal Facilities," 62-91 Entitled "Municipal Funds," And 62-112(c) Entitled "Housing" To Include Intersexuality As A Protected Classification Category.

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

11:30 a.m.
GSAF Classified Salary Ordinance
An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, As Follows: Providing For The Classifications In Group V, Represented By The Government Supervisors Association Of Florida, OPEIU, Local 100 (GSAF), In Accordance With The Negotiated Collective Bargaining Agreement; Effective The First Pay Period Ending In October Of 2014, There Shall Be An Across The Board Cost-Of-Living Adjustment (COLA) Of Three Percent (3%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Three Percent (3%); Repealing All Ordinances In Conflict.

Inquiries may be directed to the Human Resources Department at (305) 673-7524.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances additional legal notice will not be provided.

Rafael E. Granado, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities and/or any accommodation to review any document or participate in any City-sponsored proceeding, please contact us five days in advance at (305) 673-7411(voice) or TTY users may also call the Florida Relay Service at 711.

Ad #849

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Condensed Title:

An ordinance amending Ordinance No. 789, the classified employees' salary ordinance of the City of Miami Beach, Florida, providing the Government Supervisors Association of Florida, OPEIU, Local 100 (GSAF) bargaining unit members with a three percent across the board cost-of-living adjustment (COLA); further providing for an increase to the minimum and maximum of each GSAF pay range correspondingly by three percent.

Key Intended Outcome Supported:

Attract and maintain a Workforce of Excellence

Supporting Data (Surveys, Environmental Scan, etc.)

In the past six years, there have only been two COLAs extending the minimum and maximum of the salary ranges.

Item Summary/Recommendation:

Second Reading Public Hearing

After seven negotiation sessions, the City and GSAF reached a tentative three year labor agreement covering the period between October 1, 2012, and September 30, 2015. Based on the negotiated terms; ratified by both the City Commission and union membership, the administration recommends amending Ordinance No. 789, the classified employees' salary ordinance, by approving a three percent COLA for all GSAF bargaining unit members, effective the first pay period ending October of 2014; as well as increasing the minimum and maximum of each GSAF bargaining unit classification pay range correspondingly by three percent. The proposed three percent COLA, effective the first pay period ending October of 2014, does not represent a cost to the City's FY 2013/14 operating budget.

The ordinance amendment will ensure the City has an employee classification and compensation system that is reasonable and competitive, both internally and externally. Keeping with the spirit of treating all City of Miami Beach employees equitably, the proposed COLA is equal to that of the FOP, IAFF, CWA and "Others", thereby providing parity among classified service employee groups.

Based on the foregoing, the administration recommends that the City Commission approve the proposed ordinance on second reading.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	
	1	FY2012/13 $0	No COLA during FY 2012/13
	2	FY2013/14 $0	No COLA during FY 2013/14
	3	FY2014/15 $114,261	Cost of three percent COLA effective the first pay period ending October of 2014
OBPI	Total	$114,261	

Financial Impact Summary: The proposed three percent COLA, effective the first pay period ending October of 2014, does not represent a cost to the City's FY 2013/14 operating budget. The impact to FY 2013/14 is $0. The cost to the FY 2014/15 operating budget is approximately $114,261 per year, for a total five year cost, starting in FY 2013/14, of $457,044. The estimated figures do not take into consideration current turnover rates or vacant positions; however, we anticipate the impact of such to be minimal.

City Clerk's Office Legislative Tracking:

Sylvia Crespo-Tabak, Human Resources Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Sylvia Crespo-Tabak SCT	Kathie G. Brooks	Jimmy L. Morales

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MIAMIBEACH

AGENDA ITEM R5D

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: City Manager Jimmy L. Morales

DATE: December 11, 2013 **SECOND READING PUBLIC HEARING**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS: PROVIDING FOR THE CLASSIFICATIONS IN GROUP V, REPRESENTED BY THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100 (GSAF), IN ACCORDANCE WITH THE NEGOTIATED COLLECTIVE BARGAINING AGREEMENT; EFFECTIVE THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2014, THERE SHALL BE AN ACROSS THE BOARD COST-OF-LIVING ADJUSTMENT (COLA) OF THREE PERCENT, AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY THREE PERCENT; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND CODIFICATION.**

RECOMMENDATION

The Administration recommends the City Commission approve the ordinance.

BACKGROUND

The City of Miami Beach has the following five classified employee groups that are represented by bargaining units:

- Group I - Represented by the American Federation of State, County and Municipal Employees (AFSCME) Local 1554;
- Group II - Represented by the Fraternal Order of Police (FOP) William Nichols Lodge No. 8;
- Group III - Represented by the International Association of Firefighters (IAFF) Local 1510;
- Group IV - Represented by the Communications Workers of America (CWA) Local 3178; and
- Group V - Represented by the Government Supervisors Association of Florida (GSAF), OPEIU, Local 100.

In addition, the City has one classified employee group, Group VI, comprising all other

classifications in the classified service not covered by a bargaining unit. This group is commonly referred to in the City of Miami Beach as "others".

There is a seventh salary group comprised of at-will employees referred to as unclassified.

ANALYSIS

Based on the terms negotiated between the City and GSAF for the 2012-2015 collective bargaining agreement, and ratified by both the City Commission and union members, the administration recommends implementing a three percent across-the-board COLA, effective the first pay period ending October of 2014, for all GSAF bargaining unit employees, providing for an increase to the minimum and maximum of each GSAF pay range correspondingly by three percent; thereby amending Ordinance No. 789, the Classified Employees Salary Ordinance of the City of Miami Beach, Florida accordingly. The ordinance amendment will ensure the City has an employee classification and compensation system that is reasonable and competitive.

The proposed three percent COLA, effective the first pay period ending October of 2014, does not represent a cost to the City's FY 2013/14 operating budget. The cost to the FY 2014/15 operating budget and thereafter per year is approximately $114,261. The estimated figures do not take into consideration current turnover rates or vacant positions; however, we anticipate the impact of such to be minimal.

GSAF bargaining unit employees who separate from employment with the City prior to the date of implementation of the COLA, effective the first full pay period ending in October of 2014, will not be eligible to receive the COLA increase.

With this recommended COLA, over the six years from FY 2009/10 through FY 2014/15, there will be two COLAs extending the minimum and maximum of the salary ranges.

CONCLUSION

The administration recommends amending Ordinance No. 789, the Classified Employees Salary Ordinance of the City of Miami Beach, Florida, by approving a three percent COLA, effective the first pay period ending October of 2014, as well as increasing the minimum and maximum of each GSAF bargaining unit classification pay range correspondingly by three percent.

JLM/KGB/SC-T

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 789, THE CLASSIFIED EMPLOYEES SALARY ORDINANCE OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS: PROVIDING FOR THE CLASSIFICATIONS IN GROUP V, REPRESENTED BY THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100 (GSAF), IN ACCORDANCE WITH THE NEGOTIATED COLLECTIVE BARGAINING AGREEMENT; EFFECTIVE THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2014, THERE SHALL BE AN ACROSS THE BOARD COST-OF-LIVING ADJUSTMENT (COLA) OF THREE PERCENT, AND THE MINIMUM AND MAXIMUM OF EACH PAY RANGE WILL ALSO BE INCREASED BY THREE PERCENT; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND CODIFICATION.

WHEREAS, classified employees are categorized into six groups: Group I represented by the American Federation of State, County and Municipal Employees (AFSCME) Local 1554; Group II represented by the Fraternal Order of Police (FOP) William Nichols Lodge No. 8; Group III represented by the International Association of Firefighters (IAFF) Local 1510; Group IV represented by the Communications Workers of America (CWA) Local 3178; Group V represented by the Government Supervisors Association of Florida (GSAF), OPEIU, Local 100; and Group VI comprising of all other classifications in the classified service not covered by a bargaining unit (commonly referred to as "Others"); and

WHEREAS, the City of Miami Beach has approximately 1,489 classified employees, of which, approximately 57 are currently covered by the GSAF bargaining unit (Group V); and

WHEREAS, effective the first pay period ending in October of 2014, an across the board COLA of three percent will be implemented for all classified employees represented by the GSAF bargaining unit, with a corresponding three percent increase to the minimum and maximum of each classification pay range; and

WHEREAS, the COLA listed herein for employees represented by the GSAF bargaining unit is consistent with the negotiated COLA for the other classified employees represented by bargaining units, namely Group II represented by the Fraternal Order of Police (FOP) William Nichols Lodge No. 8, Group III represented by the International Association of Firefighters (IAFF) Local 1510 and Group IV represented by the Communications Workers of America (CWA) Local 3178; and

WHEREAS, classified employees represented by the GSAF collective bargaining unit who separate from employment with the City prior to the date of implementation of the COLA, effective the first pay period ending in October of 2014, will not be eligible for the COLA increase; and

WHEREAS, there is a need to amend the salary ranges of classified employees represented by the GSAF collective bargaining unit in order to ensure that the City has an employee classification and compensation system that is fair and internally and externally competitive.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1: Effective the first pay period ending in October of 2014, incumbents in all GSAF bargaining unit classifications will receive an across the board three percent COLA, and the minimum and maximum of each pay range will also be increased by three percent.

The following lines of Section 1 of the Classified Salary Ordinance No. 789 shall be amended as follows:

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GROUP V GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA (GSAF) – SALARY GRADES AND CLASSIFICATIONS

1A. SALARY GRADES AND CLASSIFICATIONS - EFFECTIVE OCTOBER 1, 2012

GRADE	CLASSIFICATION
15	BEACH PATROL OPERATIONS SUPERVISOR
15	CITY SURVEYOR
14	AIR CONDITIONING SUPERVISOR
14	CRIME SCENE SUPERVISOR
14	ELECTRICIAN SUPERVISOR
14	PLUMBING SUPERVISOR
14	SENIOR BUILDING INSPECTOR
14	SENIOR ENGINEERING INSPECTOR
13	COMMUNICATIONS SUPERVISOR
13	FLEET OPERATIONS SUPERVISOR
13	PROPERTY MGMT OPERATIONS SUPERVISOR
13	PUMPING OPERATIONS SUPERVISOR
13	METERED SERVICES SUPERVISOR
13	SEWER FIELD OPERATIONS SUPERVISOR
13	WATER FIELD OPERATIONS SUPERVISOR
12	CENTRAL SERVICES SUPERVISOR
12	ELECTRONICS/INSTRUMENT SUPERVISOR
12	MAINTENANCE SUPERVISOR
12	PARK OPERATIONS SUPERVISOR
12	PARKING OPERATIONS SUPERVISOR
12	SANITATION OPERATIONS SUPERVISOR
12	STREET LIGHTING OPERATIONS SUPERVISOR
12	STREETS OPERATIONS SUPERVISOR
12	WAREHOUSE SUPERVISOR
11	BACKFLOW COORDINATOR
11	LEAD MECHANIC
11	PAINT SUPERVISOR
11	RECREATION SUPERVISOR I
10	911 COMMUNICATIONS RECORDS CUSTODIAN
10	CARPENTER SUPERVISOR
10	PARKING FACILITIES SUPERVISOR
9	SERVICE SUPERVISOR
9	WATER SERVICE REPRESENTATIVE
6	TENNIS CENTER SUPERVISOR

1B. SALARY RANGES - EFFECTIVE OCTOBER 1, 2012

GRADE	MINIMUM ANNUAL SALARY		MAXIMUM ANNUAL SALARY	
15	~~2,489~~	68,598	~~4,020~~	104,526
14	~~2,291~~	59,561	~~3,700~~	96,196
13	~~2,108~~	54,815	~~3,405~~	88,529
12	~~1,940~~	50,444	~~3,133~~	81,471
11	~~1,785~~	46,423	~~2,884~~	74,977
10	~~1,643~~	42,722	~~2,654~~	69,000
9	~~1,512~~	39,318	~~2,442~~	63,504
8	~~1,392~~	36,184	~~2,248~~	58,440
7	~~1,281~~	33,300	~~2,069~~	53,781
6	~~1,179~~	30,646	~~1904~~	44,051

1C. SALARY RANGES - EFFECTIVE OCTOBER 1, 2013

GRADE	MINIMUM ANNUAL SALARY		MAXIMUM ANNUAL SALARY	
15	~~2,489~~	68,598	~~4,020~~	104,526
14	~~2,291~~	59,561	~~3,700~~	96,196
13	~~2,108~~	54,815	~~3,405~~	88,529
12	~~1,940~~	50,444	~~3,133~~	81,471
11	~~1,785~~	46,423	~~2,884~~	74,977
10	~~1,643~~	42,722	~~2,654~~	69,000
9	~~1,512~~	39,318	~~2,442~~	63,504
8	~~1,392~~	36,184	~~2,248~~	58,440
7	~~1,281~~	33,300	~~2,069~~	53,781
6	~~1,179~~	30,646	~~1904~~	44,051

1D. SALARY RANGES - EFFECTIVE THE FIRST PAY PERIOD ENDING IN OCTOBER OF 2014

GRADE	MINIMUM ANNUAL SALARY		MAXIMUM ANNUAL SALARY	
15	~~2,489~~	70,656	~~4,020~~	107,662
14	~~2,291~~	61,348	~~3,700~~	99,082
13	~~2,108~~	56,459	~~3,405~~	91,184

12	~~1,940~~	51,958	~~3,133~~	83,915
11	~~1,785~~	47,816	~~2,884~~	77,226
10	~~1,643~~	44,004	~~2,654~~	71,070
9	~~1,512~~	40,498	~~2,442~~	65,409
8	~~1,392~~	37,269	~~2,248~~	60,193
7	~~1,281~~	34,299	~~2,069~~	55,395
6	~~1,179~~	31,565	~~1904~~	45,373

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SECTION 2: **REPEALER**

That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3: **SEVERABILITY**

If any section, subsection, clause, or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4: **EFFECTIVE DATES**

The annual compensation set forth in Section 1D shall be effective the first pay period ending in October of 2014.

PASSED AND DULY ADOPTED by the Mayor and City Commission of the City of Miami Beach, Florida, this _____ day of _____, 2013.

_____
Mayor Philip Levine

ATTEST:

_____
Rafael E. Granado
City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 10/9/13
Date

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MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

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An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, As Follows: Providing For The Classifications In Group V, Represented By The Government Supervisors Association Of Florida, OPEIU, Local 100 (GSAF), In Accordance With The Negotiated Collective Bargaining Agreement; Effective The First Pay Period Ending In October Of 2014, There Shall Be An Across The Board Cost-Of-Living Adjustment (COLA) Of Three Percent (3%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Three Percent (3%); Repealing All Ordinances In Conflict.

Inquiries may be directed to the Human Resources Department at (305) 673-7524.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances additional legal notice will not be provided.

Rafael E. Granado, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities and/or any accommodation to review any document or participate in any City-sponsored proceeding, please contact us five days in advance at (305) 673-7411(voice) or TTY users may also call the Florida Relay Service at 711.

Ad #849

Condensed Title:

AN ORDINANCE AMENDING CHAPTER 42 OF THE CODE BY AMENDING ARTICLE II THEREOF, BY AMENDING § 42-86 TO PROHIBIT THREE (3) OR MORE FALSE INTRUSION ALARMS; BY AMENDING § 42-89, WHICH SHALL BE ENTITLED "ENFORCEMENT," AND SETS FORTH THE ENFORCEMENT AUTHORITY AND THE ISSUANCE OF A NOTICE OF VIOLATION FOR § 42-86; BY AMENDING § 42-90, WHICH SHALL BE ENTITLED "RIGHTS OF VIOLATORS; PAYMENT OF FINE; RIGHT TO APPEAR; FAILURE TO PAY CIVIL FINE OR TO APPEAL," AND SPECIFICALLY DELINEATES THE RIGHTS OF VIOLATORS, PAYMENT OF FINE, RIGHT TO APPEAR, AND FAILURE TO PAY THE CIVIL FINE OR APPEAL; BY AMENDING § 42-91, WHICH SHALL BE ENTITLED "PENALTIES," BY PROVIDING FOR PENALTIES REGARDING A FALSE INTRUSION ALARM; BY DELETING § 42-92 ENTITLED "PENALTY FOR VIOLATION OF DIVISION.

Key Intended Outcome Supported:

Increase Resident and Business ratings of Public Safety.

Supporting Data (Surveys, Environmental Scan, etc.): According to the Center For Research and Public Policy Residential and Business Satisfaction Survey of City of Miami Beach residents in 2009, indicated that their three top most important areas of for the City of Miami Beach to address in an effort to improve public safety throughout the City is Preventing Crime 44.9%, Enforcing Traffic Laws 36.1% and Increasing Visibility of Police in Neighborhoods 32.4%.

Issue:

Shall the Mayor and City Commission adopt the proposed amendments to the false intrusion alarm provisions of the City Code?

Item Summary/Recommendation:

The false alarm ordinance was discussed in the Finance and Citywide Projects Committee on April 25, 2013. Chief Martinez presented the department's analysis, and proposed amending the City of Miami Beach Code to mirror the false burglar alarm code in Miami-Dade County.

The Committee members voted to amend the false intrusion alarm fine schedule to mirror Miami-Dade County burglar alarm provisions, with the exception of increasing the per year registration permit fee and maintaining it at $10.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$17,000	011-8000-354-001
	2		
	3		
	4		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Dolores M. Mejia, Miami Beach Police Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Raymond Martinez, Chief		

MIAMIBEACH

AGENDA ITEM RS E

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013 **FIRST READING**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 42 OF THE MIAMI BEACH CITY CODE, ENTITLED "EMERGENCY SERVICES," BY AMENDING ARTICLE II THEREOF, ENTITLED "ALARM SYSTEMS," BY AMENDING SECTION 42-86, ENTITLED "FALSE ALARMS," TO PROHIBIT THREE (3) OR MORE FALSE INTRUSION ALARMS; BY AMENDING SECTION 42-89 ENTITLED "NOTIFICATION OF FALSE ALARMS," WHICH SHALL BE ENTITLED "ENFORCEMENT," AND SETS FORTH THE ENFORCEMENT AUTHORITY OF THE MIAMI BEACH POLICE DEPARTMENT AND THE ISSUANCE OF A NOTICE OF VIOLATION FOR SECTION 42-86; BY AMENDING SECTION 42-90 ENTITLED "INITIAL REVIEW UPON NOTIFICATION," WHICH SHALL BE ENTITLED "RIGHTS OF VIOLATORS; PAYMENT OF FINE; RIGHT TO APPEAR; FAILURE TO PAY CIVIL FINE OR TO APPEAL," AND SPECIFICALLY DELINEATES THE RIGHTS OF VIOLATORS, PAYMENT OF FINE, RIGHT TO APPEAR, AND FAILURE TO PAY THE CIVIL FINE OR APPEAL; BY AMENDING SECTION 42-91 ENTITLED "APPEAL OF FALSE ALARM DESIGNATION," WHICH SHALL BE ENTITLED "PENALTIES," BY PROVIDING FOR PENALTIES REGARDING A FALSE INTRUSION ALARM; BY DELETING SECTION 42-92 ENTITLED "PENALTY FOR VIOLATION OF DIVISION"; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends: 1) accepting the recommendation of the Finance and Citywide Projects Committee via separate motion; and 2) approving the ordinance on first reading and setting a second reading public hearing.

KEY INTENDED OUTCOME SUPPORTED

- Increase Resident and Business ratings of Public Safety.
- Ensure Compliance with code within a reasonable time frame.

BACKGROUND

At the March 13, 2013 City of Miami Beach Commission Meeting, a discussion was referred to the Finance and Citywide Projects Committee regarding fines and enforcement of false alarm provisions for the Miami Beach Police and Fire Departments, including contracting of an outside entity for the purposes of billing and collection of these fees was referred to the Finance and Citywide Projects Committee.

During the budget process for Fiscal Year 2012/13, the Miami Beach Police Department presented an initiative to increase only commercial false burglar alarms fines to the City Commission; however, in proceeding with the required ordinance amendment, the City Attorney's Office opined that this would be considered discriminatory, unless a specific public safety need could be established. As a result, the increase in commercial false burglar alarms fees was not implemented.

ANALYSIS

The Miami Beach Police Department has experienced over 5,400 false alarm calls in Fiscal Year 2012/13. As the Code currently stands, the Miami Beach Police Department is responsible for the administrative process for false alarms, including notifying residents and businesses of each false alarm incident, notification to residents and business payment and collection and false alarm incidents which require the payment of a fine, and collecting the fines.

Due to limited staffing, the Miami Beach Police Department has been completing the false alarm processing via overtime assignments. This has caused backlogs in processing, as well as delays in collecting fees. Year over year, the Miami Beach Police Department has seen a decrease in the collection of false burglar alarm fees.

The table below reflects fee collection from 2008 to 2012:

YEAR	REVENUE
2008	$13,610
2009	$13,060
2010	$10,950
2011	$7,050
2012	$2,800

Currently, fines and appeals for this section of the City Code are under the purview of the Miami Beach Police Chief. It is further recommended that these provisions would be included in Chapter 30 of the City Code to provide jurisdiction to the Special Master.

As part of the due diligence process, the Miami Beach Police Department reviewed local false alarm provisions, as illustrated below:

	Miami-Dade County	City of Hialeah	Current - Miami Beach
Registration - 1st violation	$50	$50	$10
Registration - 2nd violation and all subsequent	$100	$100	N/A
1st false alarm	$0	$0	$0
2nd false alarm	$0	$0	$0
3rd false alarm	$0	$0	$0
4th false alarm	$50	$100	$50
5th false alarm	$100	$100	$100
6th false alarm and all subsequent in registration period	$200	$200	$100
Violation of alarm verification call, cancelling false alarm subsections	$100	$100	N/A
Cap (in a 24-hour period)	$200	$200	$200

Miami Beach Police Department personnel also contacted several billing and collections agencies who serve other local law enforcement departments for false alarm billing and collections.

FINANCE AND CITYWIDE PROJECTS COMMITTEE

The false alarm ordinance was discussed in the Finance and Citywide Projects Committee on April 25, 2013. Chief Martinez presented the department's analysis, and proposed amending the City of Miami Beach Code to mirror the false burglar alarm code in Miami-Dade County.

The Committee members voted to amend the false intrusion alarm fine schedule to mirror Miami-Dade County burglar alarm provisions, with the exception of increasing the per year registration permit fee and maintaining it at $10.

The table below illustrates the committee's recommendation:

	Finance Committee Approved - Miami Beach False Alarm Fine Schedule
Registration - 1st violation	$10
Registration - 2nd violation and all subsequent	$100
1st false alarm	$0
2nd false alarm	$0
3rd false alarm	$0
4th false alarm	$50
5th false alarm	$100
6th false alarm and all subsequent in registration period	$200
Violation of alarm verification call, cancelling false alarm subsections	$100
Cap (in a 24-hour period)	$200

FISCAL IMPACT

The purpose of the fines is to encourage compliance with the Code, and it is anticipated that revenue from these fines will decrease from year to year with the increase in compliance. The cost associated with responding to a false alarm calls involves personnel responding to the call; however, this cost is funded from the general fund as a standard Police Department function. The revenue projected from these fines in Fiscal Year 2013/14 total $17,000; however, it is difficult to predict revenue without an established ordinance and track record.

CONCLUSION

For the Miami Beach Police Department, burglar alarms are an additional tool in helping keep residents and businesses safe. Lack of enforcement relative to burglar alarm registration, as well as false alarms diverts public safety resources and impacts response time. The new fine schedule, appeals procedures and outsourcing of administrative processing for billing and collections will assist the department in facilitating consistency and compliance with these provisions of the City Code.

JLM/RAM/MNO/DM

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 42 OF THE MIAMI BEACH CITY CODE, ENTITLED "EMERGENCY SERVICES," BY AMENDING ARTICLE II THEREOF, ENTITLED "ALARM SYSTEMS," BY AMENDING SECTION 42-86, ENTITLED "FALSE ALARMS," TO PROHIBIT THREE (3) OR MORE FALSE INTRUSION ALARMS; BY AMENDING SECTION 42-89 ENTITLED "NOTIFICATION OF FALSE ALARMS," WHICH SHALL BE ENTITLED "ENFORCEMENT," AND SETS FORTH THE ENFORCEMENT AUTHORITY OF THE MIAMI BEACH POLICE DEPARTMENT AND THE ISSUANCE OF A NOTICE OF VIOLATION FOR SECTION 42-86; BY AMENDING SECTION 42-90 ENTITLED "INITIAL REVIEW UPON NOTIFICATION," WHICH SHALL BE ENTITLED "RIGHTS OF VIOLATORS; PAYMENT OF FINE; RIGHT TO APPEAR; FAILURE TO PAY CIVIL FINE OR TO APPEAL," AND SPECIFICALLY DELINEATES THE RIGHTS OF VIOLATORS, PAYMENT OF FINE, RIGHT TO APPEAR, AND FAILURE TO PAY THE CIVIL FINE OR APPEAL; BY AMENDING SECTION 42-91 ENTITLED "APPEAL OF FALSE ALARM DESIGNATION," WHICH SHALL BE ENTITLED "PENALTIES," BY PROVIDING FOR PENALTIES REGARDING A FALSE INTRUSION ALARM; BY DELETING SECTION 42-92 ENTITLED "PENALTY FOR VIOLATION OF DIVISION"; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, throughout the City of Miami Beach (the "City"), exists numerous intruder alarm systems that are privately owned, operated and maintained; and

WHEREAS, the continued false alarms from these intruder alarm systems cause substantial deviation of the City of Miami Beach Police Department resources by causing the dispatch of police officers to the scene of false intruder alarms; and

WHEREAS, these false alarms are a continued threat to the safety of the residents of the City by removing police officers from patrol duties, and preventing police officers from responding to legitimate emergencies; and

WHEREAS, the current penalty provisions fail to deter the continued malfunctioning of these false alarms, and unnecessarily diverts the patrol duties of the Miami Beach Police Department; and

WHEREAS, the Administration and the Miami Beach Police Department recommends amending the penalty provision for violation of Article II, which are necessary to accomplish the above objectives; and

WHEREAS, the City Commission accepts the recommendation of the Finance and Citywide Projects Commission Committee rendered on April 25, 2013, to amend Chapter 42, entitled "Emergency Services" by amending Article II, entitled "Alarm Systems."

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Article II, entitled, "Alarm Systems," of Chapter 42 of the Miami Beach City Code, entitled "Emergency Services," is hereby amended as follows:

CHAPTER 42

EMERGENCY SERVICES

* * *

ARTICLE II. ALARM SYSTEMS

* * *

Sec. 42-86. False alarms.

~~Each false intrusion alarm after the third in any dynamic 12-month period shall be a violation of this division.~~ No alarm user shall cause, allow or permit the intrusion alarm system to give four (4) or more false intrusion alarms in any registered period.

* * *

Sec. 42-89. ~~Notification of false alarms.~~ Enforcement.

~~It is the responsibility of each alarm user to monitor the occurrences of false alarms on its premises. The city shall notify the alarm user within 15 days of each false alarm occurrence. Such notice shall be provided by posting a notice on the premises or by mailing notice to the alarm user.~~

The Miami Beach Police Department shall enforce the provisions of this section. This shall not preclude other law enforcement agencies or regulatory bodies from any action to assure compliance with this section, and all applicable laws. If an enforcing officer finds a violation of this section, the officer may issue a Notice of Violation to the violator. The Notice of Violation must inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, notice that the Violation may be appealed by requesting an administrative hearing within ten days after service of the Notice of Violation, and that failure to appeal the violation within the ten days, shall constitute an admission of the violation and a waiver of the right to a hearing.

Sec. 42-90. ~~Initial review upon notification.~~ Rights of violators; payment of fine; right to appear; failure to pay civil fine or to appeal.

~~(a) Upon review of any false alarm warning notice, false alarm notice of assessment or alarm subscriber permit warning from the city, the alarm user shall have 15 days from the date the notice was postmarked to request an initial review of the facts. The alarm user will be required to submit the request for review in writing to the false alarm section. The request must include the specific defenses, as defined as a false intrusion alarm in section 42-81, why the activation occurred, and what actions have been taken to eliminate the cause. All such requests shall be mailed or hand delivered to the city police department false alarm section, 1100 Washington Avenue, Miami Beach, Florida 33139.~~

~~(b) Within ten working days of receipt of the request for review, the false alarm section will review the information provided by the alarm user and determine if the defense is one allowed by this division. If it is, the user will be sent a police review letter indicating that the alarm meets the exception criteria under this division and that the alarm will be removed from the user's record as a false alarm incident.~~

~~(c) If the defense provided is one not allowed by this division, the alarm user will be sent a police review letter indicating that the documentation provided does not contain reasons allowed under this division and that the alarm will remain a false alarm as part of the alarm user's record. In this case, the police review letter will also provide the alarm user with information on how and where to appeal.~~

(1) A violator who has been served with a Notice of Violation must elect to either:
   a. Pay the civil fine in the manner indicated on the Notice of Violation; or
   b. Request an administrative hearing before a special master to appeal the Notice of Violation, which must be requested within 10 days of the issuance of the notice of violation.

(2) The procedures for appeal by administrative hearing of the Notice of Violation shall be as set forth in sections 30-72 and 30-73.

(3) If the named violator, after issuance of the Notice of Violation, fails to pay the civil fine, or fails to timely request an administrative hearing before a special master, the special master may be informed of such failure by report from the officer. Failure of the named violator to appeal the decision of the officer within the prescribed time period must constitute a waiver of the violator's right to an administrative hearing before the special master, and must be treated as an admission of the violation, which fines and penalties to be assessed accordingly.

(4) A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the recording of any such lien that remains unpaid, the City may foreclose or otherwise execute upon the lien.

(5) Any party aggrieved by a decision of a special master may appeal that decision to a court of competent jurisdiction.

(6) The Special Master shall be prohibited from hearing the merits of the Notice of Violation or the consideration of the timeliness of a request for an administrative hearing, if the violator has failed to request the administrative hearing within ten (10) days of the issuance of the Notice of Violation.

(7) The Special Master shall not have discretion to alter the penalties prescribed in sections 42-91 and 42-92.

Sec. 42-91. ~~Appeal of false alarm designation.~~ Penalties.

~~(a) A hearing officer shall be appointed by the city manager to hear appeals from alarm users/alarm monitoring companies. In this section, "alarm user" and "alarm monitoring company" shall be used interchangeably and shall apply to both.~~

~~(b) Upon receipt of a police review letter indicating that the alarm will remain a false alarm as part of the alarm user's record, the alarm user shall have 15 days from the date the notice was postmarked to request a hearing, in writing. All such requests shall be mailed or hand delivered to city hall, 1700 Convention Center Drive, attention city clerk's office, Miami Beach, Florida 33139. The city clerk shall notify the police department of the request for hearing on the next working day following receipt of the request.~~

~~(c) All requests for hearings must be accompanied by an appeal fee, as approved by a resolution of the city commission, in cash, money order, or certified check for each alarm disputed. The appeal fee will be returned to the user if the hearing officer rules in his/her/its favor.~~

~~(d) At the hearing, which shall take place within 15 days from the date the request was received, the alarm user shall have the right to present evidence and testimony. Within ten days of the hearing, the hearing officer shall make written findings available to the alarm user and the chief of police.~~

(a) Civil fine for violators. The following civil fines must be imposed for a violation of Section 42-86, for those violations incurred for a false intrusion alarm:

1. For the fourth false burglar alarm in the user's registration period, by a fine of $50.00.

2. For the fifth false burglar alarm in the user's registration period, by a fine of $100.00.

3. For the sixth and each additional false burglar alarm in the user's registration period, by a fine of $200.00.

4. For each violation of section 42-87, the alarm monitoring company shall be fined $100.00.

(b) An alarm user shall not be fined more than two hundred dollars ($200.00) for false alarms that occur at the same premises in any twenty-four-hour period.

(c) No penalty specified hereunder shall be imposed or assessed against any entity that qualifies as tax exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code provided that the premises is used exclusively by said entity for such tax exempt purposes.

~~Sec. 42-92. Penalty for violation of division.~~

~~(a) Each violation of this division shall be punished as follows:~~

~~(1) For a first violation, a fine of $50.00.~~

~~(2) For every subsequent violation, a fine of $100.00 will be assessed for each alarm.~~

~~(b) Upon the seventh violation in a 12-month dynamic period, the police will suspend response to the location for the remainder of the 12-month period. The user will be notified by certified mail, return receipt requested, that 30 calendar days from the receipt of the notification letter, the police department will suspend response to the user's location. If an appeal is filed by the alarm user or alarm company pursuant to this subsection, service shall not be suspended until after the appeal is heard pursuant to section 42-91.~~

~~(c) An alarm user shall not be fined more than $200.00 for false alarms that occur at the same premises in any 24-hour period.~~

~~(d) For each violation of section 42-87, the alarm monitoring company shall be fined $100.00.~~

SECTION 2. REPEALER.

All ordinances or parts of ordinances and all sections and parts of sections in conflict herewith are hereby repealed.

SECTION 3. CODIFICATION.

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, provision or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect the _____ day of _____, 2013.

PASSED and **ADOPTED** this _____ day of _____, 2013.

ATTEST:

_____ MAYOR

_____
RAFAEL E. GRANADO, CITY CLERK

Underline denotes additions; ~~Strikethrough~~ denotes deletions

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY AG DATE 10/11/13

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Condensed Title:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE CODE OF THE CITY OF MIAMI BEACH, AMENDING CHAPTER 106, ENTITLED "TRAFFIC AND VEHICLES," BY AMENDING ARTICLE XI, ENTITLED "ADOPTION OF THE MARK WANDALL TRAFFIC SAFETY ACT AND PROGRAM," BY AMENDING SECTION 106-480, ENTITLED "ADOPTION OF STATE ACT AND PROGRAM.

Key Intended Outcome Supported:

Increase resident ratings of public safety services and enhance mobility throughout the City.

Supporting Data (Surveys, Environmental Scan, etc.): The Red light Camera Photo Enforcement Program has proven to reduce motor vehicle crashes at intersections with red light cameras, with total crashes at red light camera intersections declining from 59 in Fiscal Year 2008/09 to 23 in Fiscal Year 2011/12. Further, crash data from October 2012 to June 2013 reflect a further decline in crashes with only 10 crashes over the 9 months.

Item Summary/Recommendation:

On June 12, 2013, Governor Rick Scott signed legislation that implemented amendments to the Program, which became effective on July 1, 2013. These amendments drastically altered the procedural process for appealing violations issued under the Program, and mandated that appeals shall be the responsibility (both financial and procedural) of the individual municipalities and counties. Specifically, a vehicle owner would have the right to request an appeal of the Notice that was issued by the City for a violation committed under the Program, which would have to be handled directly by the City's special masters. The Legislature added §316.003 to the definition section within Chapter 316, which definition sets forth the authority for a Local Hearing Officer (City's Special Masters) to conduct hearings related to red light camera violations issued pursuant to Section 316.0083 of the Florida Statutes. In that regard, the City would be required to use its special masters to conduct these appeal hearings in order to comply with the Program amendments, and the City has the authority to impose payment of its costs surrounding the appeal, which must not exceed $250.

In preparation for the impending legislation, representatives of MBPD, the Legal Department, City Clerk's Office and Xerox State and Local Solutions, Inc. (City's Vendor) coordinated the City's implementation of the amendments to the Program. The City has the authority to utilize the existing Special Master System to conduct these hearings pursuant to Chapter 30 of the Miami Beach City Code, and has adopted the Act and Program within Section 106-480 of the Miami Beach City Code. The City would be required to make certain amendments to Section 106-408 in order to crystalize the appeal process, provided the Mayor and City Commission desire to continue the contractual relationship with the City's Vendor.

Advisory Board Recommendation:

NA

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Michael Gruen, Planning and Research Manager

Sign-Offs:

Department Director	Assistant City Manager	City Manager
Raymond Martinez, Chief Miami Beach Police Dept.		

MIAMIBEACH

Agenda Item R5F
Date 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013 **FIRST READING**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE CODE OF THE CITY OF MIAMI BEACH, AMENDING CHAPTER 106, ENTITLED "TRAFFIC AND VEHICLES," BY AMENDING ARTICLE XI, ENTITLED "ADOPTION OF THE MARK WANDALL TRAFFIC SAFETY ACT AND PROGRAM," BY AMENDING SECTION 106-480, ENTITLED "ADOPTION OF STATE ACT AND PROGRAM," THAT DELINEATES THE STATUTORY AUTHORITY FOR USING TRAFFIC INFRACTION DETECTORS IN THE CITY OF MIAMI BEACH; BY AMENDING SECTIONS 106-481 THROUGH 106-484, ENTITLED "RESERVED" BY ADDING SECTION 106-481, ENTITLED "LOCAL HEARING OFFICER, "WHICH AUTHORIZES A LOCAL HEARING OFFICER TO CONDUCT HEARINGS FOR A VIOLATION OF SECTION 316.0083 OF THE FLORIDA STATUTES; BY PROVIDING THE PROCESS FOR THE SELECTION OF A LOCAL HEARING OFFICER, BY AUTHORIZING THE MIAMI BEACH CLERK'S OFFICE TO SERVE AS STAFF FOR THE LOCAL HEARING OFFICER; BY LIMITING THE AUTHORITY OF THE LOCAL HEARING OFFICER; AND SETTING FORTH PENALTIES AND COSTS TO BE IMPOSED BY THE LOCAL HEARING OFFICER; PROVIDING FOR CODIFICATION; SEVERABILITY; REPEALER; AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends: 1) accepting the recommendation of the Finance and Citywide Projects Committee via separate motion; and 2) approving the ordinance on first reading and setting a second reading public hearing.

KEY INTENDED OUTCOMES

Increase resident ratings of public safety services and enhance mobility throughout the City.

BACKGROUND

On June 12, 2013, Governor Rick Scott signed legislation that implemented amendments to the Program, which became effective on July 1, 2013. These amendments drastically altered the procedural process for appealing violations issued under the Program, and mandated that appeals shall be the responsibility (both financial and procedural) of the individual municipalities and counties. Specifically, a vehicle owner would have the right to request an appeal of the Notice that was issued by the City for a violation committed under the Program, which would have to be handled directly by the City's special masters. The Legislature added §316.003 to the definition section within Chapter 316, which definition sets forth the authority for a Local Hearing

Officer (City's Special Masters) to conduct such hearings related to red light camera violations issued pursuant to Section 316.0083 of the Florida Statutes. In that regard, the City would be required to use its special masters to conduct these appeal hearings in order to comply with the Program amendments, and the City has the authority to impose payment of its costs surrounding the appeal, which must not exceed $250.

The intent of the program is to reduce the number of motor vehicle accidents at those traffic signal intersections with significant crash rates by the placement of photo enforcement cameras. The statistical data does indicate that the red light cameras have positively affected the crash rate for those intersections.

In preparation for the impending legislation, representatives of MBPD, the Legal Department, City Clerk's Office and Xerox State and Local Solutions, Inc. (City's Vendor) coordinated the City's implementation of the amendments to the Program. The City has the authority to utilize the existing Special Master System to conduct these hearings pursuant to Chapter 30 of the Miami Beach City Code, and has adopted the Act and Program within Section 106-480 of the Miami Beach City Code. The City would be required to make certain amendments to Section 106-408 in order to crystallize the appeal process, provided the Mayor and City Commission desire to continue the contractual relationship with the City's Vendor.

It is anticipated that approximately 30 percent of the violations will be contested and may warrant the need for an additional dedicated Special Master to conduct the local hearings. The addition of another Special Master and a full-time Clerk to manage the calendar and administrative support will ensure other code enforcement issues will not be compromised. The costs associated with the additional Special Master and Clerk should be offset by the assessment of authorized municipal costs.

There is currently a proposal by representatives of Xerox State and Local Solutions, Inc. to move two of the red light cameras from locations where there are very few violations to locations where red light violations are occurring more frequently. This proposal would be at no cost to the City of Miami Beach, but would require extending the current contract that expires in May of 2015 by 4 years. The movement of the cameras to the new locations at 41 Street and Alton Road (Westbound) and Dade Boulevard and Alton Road (Southbound) is anticipated to result in significantly more violations based on a recent validation study of the intersections.

Since it appears that the red light camera program has reduced crashes, then the next priority is revenue to keep the program financially viable. In terms of increasing revenue, the potential is greater now with the change in the criteria for enforcing right turn on red violations and the movement of cameras. It is recommended that the City Commission continue to support the Red Light Camera Photo Enforcement program along with the addition of a Special Master dedicated to hearing red light camera violations and a Clerk for administrative support. Concerning the current contract with the Xerox Local and State Solutions, Inc. City Administration will continue to monitor the terms and evaluate the need to move cameras.

FISCAL IMPACT

The City of Miami Beach Red Light Camera Program has been operational since April 15, 2010, with ten cameras at nine intersections. The cameras are located from 17th Street in the South to 71 Street and Indian Creek in the North. The cameras have averaged from a high of 5.77 violations per day at Alton Road and Chase (Northbound), to a low of less than one violation per day at 41 Street and Prairie Avenue (Northbound). The City's Vendor, upon approval by the City, issues violations and/or Uniform Traffic

Citations that have resulted in $200,153.22 in net income. The crash rate at those intersections with red light cameras have significantly decreased from 59 crashes in fiscal year 2009/2010 to 23 crashers in 2011/2012, and the date does indicate that motor vehicle crashes continue to trend down in the current fiscal year. However, since enactment of the new red light camera photo enforcement legislation in July 2013, which requires a completed stop before making a right turn, the number of right turn violations have increased dramatically. Although there are only two months of data available, the average number of violations issued per day per camera in July and August has increased to 4.48 violations per day from 1.42 in Fiscal Year 2011/2012 and 1.99 in Fiscal Year 2012/2013 year to date.

To further stress this impact, over these two (2) months, 70% of the total number of violations issued were for right turn violations. In addition, the total number of notices of violation has also increased. This is not an aberration, as other police agencies in Dade and Broward Counties are experiencing similar spikes in the total number of notices of violations attributed to the new law governing right turns.

FINANCE AND CITYWIDE PROJECTS COMMITTEE

This matter was discussed in the Finance and Citywide Projects Committee on September 19, 2013. Red Light Camera Photo Enforcement Program Manager, Michael Gruen gave a presentation on status of the Program and the impact of the new red light camera legislation. At the conclusion of the presentation by Manager Gruen, City Manager Jimmy Morales stated if the City Commission wants to continue the program, he can bring back some suggestions that take a look at expanding the cameras, keeping them or removing them. Commissioner Gongora made a motion to accept the City Manager bringing back additional information before a decision is made on addressing the red light cameras. Commissioner Jorge Exposito seconded.

CONCLUSION

It appears with the enactment of the new State law, the City's Red Light Camera Photo Enforcement program will become financially viable. This prediction is based on the July and August Notice of Violations issued, the 2010 experience under the City Ordinance when a complete stop while making a right turn on a red light was a requirement, and the experience of other local police agencies. In terms of public safety, it is apparent the program has had a positive impact on the number of crashes as evidence by a steady decline at the majority of the traffic intersections with red light cameras.

JLM/RAM/MNO/MG

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 106, ENTITLED "TRAFFIC AND VEHICLES," BY AMENDING ARTICLE XI, ENTITLED "ADOPTION OF THE MARK WANDALL TRAFFIC SAFETY ACT AND PROGRAM," BY AMENDING SECTION 106-480, ENTITLED "ADOPTION OF STATE ACT AND PROGRAM," THAT DELINEATES THE STATUTORY AUTHORITY FOR USING TRAFFIC INFRACTION DETECTORS IN THE CITY OF MIAMI BEACH; BY AMENDING SECTIONS 106-481 THROUGH 106-484, ENTITLED "RESERVED" BY ADDING SECTION 106-481, ENTITLED "LOCAL HEARING OFFICER," WHICH AUTHORIZES A LOCAL HEARING OFFICER TO CONDUCT HEARINGS FOR A VIOLATION OF SECTION 316.0083 OF THE FLORIDA STATUTES; BY PROVIDING THE PROCESS FOR THE SELECTION OF A LOCAL HEARING OFFICER; BY AUTHORIZING THE MIAMI BEACH CLERK'S OFFICE TO SERVE AS STAFF FOR THE LOCAL HEARING OFFICER; BY LIMITING THE AUTHORITY OF THE LOCAL HEARING OFFICER; AND SETTING FORTH PENALTIES AND COSTS TO BE IMPOSED BY THE LOCAL HEARING OFFICER; PROVIDING FOR CODIFICATION; SEVERABILITY; REPEALER; AND AN EFFECTIVE DATE.

WHEREAS, Section 316.008 of the Florida Statutes grants municipalities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of their police power, the authority to regulate and monitor traffic by means of police officers and security devices; and

WHEREAS, the Mayor and City Commission passed and adopted Ordinance No. 2008-3621, which created the dangerous intersection safety provisions in the City Code for the camera enforcement of red light violations; and

WHEREAS, the Florida Legislature enacted the Mark Wandall Traffic Safety Act ("Act") and the Mark Wandall Traffic Safety Program ("Program") in Chapter 316 of the Florida Statutes, which set forth requirements for local governments to continue their use of cameras for the enforcement of red light violations pursuant to Sections 316.074(1) and 316.075(1)(c)1 of the Florida Statutes; and

WHEREAS, the Florida Legislative mandated an administrative appeal process be implemented by the City for its red light violations, which mandate the utilization of a local hearing officer to conduct hearings; and

WHEREAS, the City Commission accepts the recommendation of the Finance and Citywide Projects Commission Committee rendered on September 19, 2013, to amend Chapter 106, entitled "Traffic and Vehicles" by amending Article XI, entitled "Adoption of the Mark Wandall Traffic Safety Act and Program."

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Article XI, entitled "Adoption of the Mark Wandall Traffic Safety Act and Program," of Chapter 106, entitled "Traffic and Vehicles," of the Code of the City of Miami Beach, Florida is hereby amended as follows:

CHAPTER 106

TRAFFIC AND VEHICLES

* * *

Article XI. Adoption of the Mark Wandall

Traffic Safety Act and Program.

* * *

Sec. 106-480. Adoption of State Act and Program.

The Mark Wandall Traffic Safety Act, and the Mark Wandall Traffic Safety Program, as set forth in F.S. § 316.0083, and as authorized pursuant to F.S. § 316.008~~(7)~~(8)(a) and (b) , are adopted by the City.

Sec. 106-481. Local Hearing Officer.

The City of Miami Beach authorizes a Local Hearing Officer to conduct hearings related to a Notice of Violation issued pursuant to Section 316.0083 of the Florida Statutes:

(a) The Local Hearing Officer shall be selected by the City Manager and the City Attorney, and shall conduct hearings relative to a Notice of Violation issued pursuant to Section 316.0083 of the Florida Statutes and shall serve until replaced by another Local Hearing Officer, or upon the termination of the Mark Wandall Traffic Safety Act and Program in the City.

(b) The City of Miami Beach Clerk's Office shall serve as the clerical staff, as designated by the City of Miami Beach Clerk, to the Local Hearing Officer.

(c) The Local Hearing Officer shall be prohibited from hearing the merits of the Notice of Violation or the consideration of the timeliness of a request for a hearing, if the person who receives the Notice of Violation has failed to request a hearing within 60 days following the notification of violation.

(d) The Local Hearing Officer must issue a final administrative order that determines whether a violation pursuant to Section 316.0083 has occurred, and if the Notice of Violation is upheld, the petitioner must pay the penalty of $158.00, and the Local Hearing Officer must impose costs in the amount of $100.00.

(1) Any party aggrieved by decision of a Local Hearing Officer may appeal that decision to a court of competent jurisdiction.

(e) The Local Hearing Officer shall not be authorized to alter, suspend or waive the penalties and costs proscribed in subsection (d).

Sec. 106-482 – 106.494. Reserved.

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 3. SEVERABILITY.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect the _____ day of _____, 2013.

PASSED and **ADOPTED** this _____ day of _____, 2013.

ATTEST:

_____

MAYOR

_____

RAFAEL E. GRANADO, CITY CLERK

Underline denotes additions
~~strike through~~ denotes deletions

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY AB 10/18/13 DATE

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Condensed Title:

An Ordinance Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Amending Chapter 10 Of The Miami Beach City Code Entitled "Animals," By Amending Section 10-11, Entitled "Running At Large Prohibited," By Extending The Pilot Program Off-Leash Area For Dogs In South Pointe Park Through And Including December 31, 2014; Providing For Repealer; Severability; Codification; And An Effective Date.

Key Intended Outcome Supported:

Increase satisfaction with recreational programs

Supporting Data (Surveys, Environmental Scan, etc.): Miami Beach Customer Survey indicates 85% of residents rated the City's Recreation programs as either excellent or good.

Item Summary/Recommendation:

FIRST READING – PUBLIC HEARING

Extend the Pilot Program for Off-Leash Dogs at South Pointe Park pursuant the recommendation of the Neighborhood/Community Affairs Committee during the October 28, 2013 meeting.

The Off-Leash area which is currently operating under a "Pilot Program" is scheduled to sunset on December 31, 2013. Currently there are pending issues regarding both the existence of and/or the area designated for off-leash activity. Pending issues include but are not limited to: Opposition of the Program at South Pointe Park, Appeal to DRB regarding the installation of a landscape barrier, Resolution from Art in Public Places opposing the location and Resolution from SOFNA requesting the City to look at alternate areas.

The Administration recommends: 1) accepting the recommendation of the Neighborhood/ Community Affairs Committee via separate motion; and 2) approving the ordinance on first reading and setting a second reading public hearing.

Advisory Board Recommendation:

NCAC Recommends Taking to Commission December 11, 2013

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JR	JMT	JLM

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MIAMIBEACH

AGENDA ITEM R5G
DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013 **FIRST READING – PUBLIC HEARING**

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 10 OF THE MIAMI BEACH CITY CODE ENTITLED "ANIMALS," BY AMENDING SECTION 10-11, ENTITLED "RUNNING AT LARGE PROHIBITED," BY EXTENDING THE PILOT PROGRAM OFF-LEASH AREA FOR DOGS IN SOUTH POINTE PARK THROUGH AND INCLUDING DECEMBER 31, 2014; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

The Administration recommends: 1) accepting the recommendation of the Neighborhood/Community Affairs Committee via separate motion; and 2) approving the ordinance on first reading and setting a second reading public hearing.

INTRODUCTION

The Off-Leash area which is currently operating under a "Pilot Program" is scheduled to sunset on December 31, 2013. Currently there are pending issues regarding both the existence of and/or the area designated for off-leash activity. Pending issues include but are not limited to: Opposition of the Program at South Pointe Park, Appeal to DRB regarding the installation of a landscape barrier, Resolution from Art in Public Places opposing the location and Resolution from SOFNA requesting the City to look at alternate areas.

BACKGROUND

There are presently a total of five fenced dog parks and one designated off-leash area within the City's parks. These include Belle Isle, Flamingo, North Shore Open Space Park, Pinetree, South Pointe (un-fenced/off-leash area) and Washington Avenue (two sites).
One of the initial discussion issues focused on the development of a dog park within South Pointe Park, an enclosed area similar to the dog parks in Flamingo, Washington Avenue, Pinetree, or Belle Isle, or one without a fence.

The conclusion of the discussion was to build-out a larger dog park on Washington Avenue, diagonal from the then-existing dog park on Collins Avenue and 2nd street. It was also recommended that the City look at whatever amendments would be needed to permit a pilot, off-leash area in a designated section of South Pointe Park, with limited hours of use. The designation of an off-leash area was not only prohibited by City Code, but it was also prohibited by County Code.

- September 9, 2009, the City Commission approved, on second reading, an Ordinance amending Chapter 10 of the Miami Beach Code entitled "Animals" to allow the City Commission to designate specific off-leash areas for dogs in public parks, specifically for South Pointe Park. The action established morning off-leash hours (park opening

(sunrise) to 9:00 A.M.) only in a specific, unenclosed area of South Pointe Park located in the triangular area where the public art was scheduled to be sited (south and west of the Washington Avenue entry plaza). The item was amended to clarify that a South Pointe Park Dog Off-leash Pilot Program would be for a trial period of six months, commencing only if/when Miami-Dade County amended Section 5-20 of their Code pertaining to animals. At the time of the City Ordinance approval, County Code prohibited dogs off leash except in authorized park areas.

- May 4, 2010, the Miami-Dade County Commission adopted the ordinance amendment at their Board of County Commissioners meeting amending Section 5-20 of their Code pertaining to animals.

There have been several City Commission and City Commission Committee actions taken to effectuate the South Pointe Park Dog Off-leash Pilot Program since it began on June 10, 2010. One of the recent discussions transpired at the March 13, 2013, City Commission meeting. At this meeting the ordinance extending the South Pointe Park Dog Off-leash Pilot Program through and including June 30, 2013, was presented for second reading and public hearing. At the conclusion of the discussion a motion was made to bring back the ordinance on first reading with the following amendments:

1) Change the location of the off-leash dog area back to the lighthouse area (its original location);
2) Amend the currently authorized afternoon off-leash hours in the designated area from between 4:00 P.M. and 7:00 P.M. to between 6:00 P.M. and 9:00 P.M., Monday through Friday;
3) The existing morning hours (sunrise to 10:00 A.M.) remain unchanged;
4) Extend the pilot program through and including June 30, 2013;
5) These actions should be effective immediately.

A second motion was approved unanimously directing the Administration to file an application to the Design Review Board to present a plan that utilized native plant materials/grasses etc., to serve as a the perimeter of the designated dog off-leash area in the triangular area south and west of the Washington Avenue entry plaza. Additionally, the City Commission directed the Administration to meet with the community to discuss and gain input and comments concerning the relocation plan and the proposed perimeter landscape plan.

As directed by the City Commission the Administration took the following actions:

- Relocated the off-leash area from west lawn location to its original location in the triangular area south and west of the Washington Avenue entry plaza where the lighthouse is located. Additionally, signs were installed in the new location posting the revised evening weekday hours of 6:00 P.M. to 9:00 P.M., Monday through Fridays.

- The Parks Division developed a concept plan that incorporates native and Florida friendly plant materials/grasses etc., in the lighthouse area to function as a natural environmental barrier and control to delineate the dog off-leash area around the lighthouse.

- The Parks and Recreation Administration presented the concept plan to the South of Fifth Neighborhood Association at the April 4, 2013, SOFNA general meeting. At the conclusion of the presentation the SOFNA board discussed the concept plan and approved the following motion; "*SOFNA supports an off leash dog area in South Pointe Park, at a location selected in consultation with professionals as well as the input of the community.*" This motion was further clarified in an email from the SOFNA President, Dr. Steven Mandy to the Administration on April 17, 2013, which stated "*SOFNA is opposed to a fenced in dog off leash area in the prime spot of the lighthouse. Our resolution did not state that as clearly as it might have, but there was no approval of that*

location, and to the contrary, as I am sure you clearly heard, wide spread disapproval of that as the location".

- The Administration hosted a community meeting on April 15, 2013, in South Pointe Park to discuss the relocated South Pointe Park Dog Off-leash Area. Issues discussed included the revised off-leash hours, the presentation of the draft landscape concept plan, and potential alternative locations in South Pointe Park for the off-leash area. Following questions and comments it was the majority opinion that the current location of the off-leash dog pilot program, in the triangular area where the Lighthouse sculpture is located, was the site best suited for the South Pointe Park Dog Off-leash Pilot Program and it should remain there.

- The Administration also submitted an application for the Design Review Board's review of the landscaping around the perimeter of the relocated dog off-leash area. The application was scheduled to be heard at the June, 2013, DRB meeting but the Administration requested a continuance due to only four (4) of the DRB members being present.

The City's application for the Design Review Board's review of the landscape plan around perimeter of the relocated dog off-leash area was presented by the Parks and Recreation Department's Administration at the July 2, 2013, DRB meeting where it was approved. The Final Order authorizing the City's application (File No. 22977) was issued on July 11, 2013.

Subsequent to the Design Review Board's July 2, 2013, approval Ms. Patricia Fuller, a resident and member of the Arts in Public Places Board, submitted a request to formally appeal the decision of the Design Review Board's approval of the landscape plan prepared by the Parks Department for the off leash dog area at South Pointe Park. Ms. Fuller has requested the hearing date be set for the December 11, 2013, City Commission meeting.

On August 30, 2013 the Art in Public Places Committee (AiPP) passed a resolution "Opposing an Off-Leash area surrounded by a landscape buffer in the area of the "Obstinate Lighthouse" Sculpture located at the southwestern portion of South Pointe Park."

At the Neighborhood/Community Affairs Committee Meeting on October 28th, 2013 SOFNA communicated their position to the Committee requesting the relocation of the Off-Leash area away from the Obstinate Lighthouse. The area desired by SOFNA is the area to the north of the sculpture. (The staging area for the force main project.)

At the same meeting NCAC Committee Members heard from various people both for and opposed to the Off-Leash Pilot Program. The Committee, recognizing the program was to sunset on December 31, 2013, directed staff to add the pilot program extension to the December 11, 2013 Commission Agenda to allow the program to continue while a final decision could be made.

CONCLUSION

The Administration requests the Mayor and Commission review for their consideration the Ordinance Amendment on first reading and setting a second reading public hearing.

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JLM/MT/JR

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 10 OF THE MIAMI BEACH CITY CODE, ENTITLED "ANIMALS," BY AMENDING SECTION 10-11, ENTITLED "RUNNING AT LARGE PROHIBITED," BY EXTENDING THE PILOT PROGRAM OFF-LEASH AREA FOR DOGS IN SOUTH POINTE PARK THROUGH AND INCLUDING DECEMBER 31, 2014; PROVIDING FOR REPEALER; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 5-20(d) of the Miami-Dade County Code, "a dog may be unrestrained and shall not be deemed at large if it is supervised by a competent person and is... in a park area in which dogs are specifically authorized by a municipality or by the County to be unrestrained...."; and

WHEREAS, on September 9, 2009, the Mayor and City Commission adopted Ordinance No. 2009-3646 which specifically authorized dogs to be unrestrained and off-leash in South Pointe Park for a pilot program in the triangular area south and west of the Washington Avenue entry plaza from sunrise to 9:00 a.m. daily, or during such hours as may be specifically designated by a resolution of the City Commission after a public hearing; and

WHEREAS, on October 19, 2011, the Mayor and City Commission adopted Ordinance No. 2011-3743 which extended the pilot program in South Pointe Park until January 1, 2012, and extended the off-leash hours in South Park by adding two (2) hours in the evening from 5:00 p.m. to 7:00 p.m. on Monday through Friday; and

WHEREAS, on January 11, 2012, the Mayor and City Commission adopted Ordinance No. 2012-3750 which extended the off-leash hours in the designated area in South Pointe Park from sunrise to 10:00 a.m. daily, and in the afternoon from 4:00 p.m. to 7:00 p.m. on Monday through Friday, relocated the off-leash dog area to the area south and east of the Washington Avenue entry plaza, extended the off-leash pilot program to July 15, 2012; and directed the Administration to file an application with the Design Review Board ("DRB") for approval of a hedge in the new off-leash location; and

WHEREAS, the DRB considered and denied the Administration's application for a hedge in the off-leash area in South Pointe Park on March 6, 2012 and the Administration appealed the decision to the City Commission where motions to grant and, alternatively, to deny the appeal failed on June 6, 2012; and

WHEREAS, on May 22, 2012, the Neighborhoods/Community Affairs Committee (NCAC) recommended that the off-leash pilot program in South Pointe Park be extended through December 31, 2012; and

WHEREAS, following a First Reading on June 6, 2012, and after a Second Reading/Public Hearing on July 18, 2012, the Mayor and City Commission adopted Ordinance No. 2012-3772 which extended the off-leash pilot program in South Pointe Park through and including December 31, 2012; and

WHEREAS, on September 24, 2012, the Neighborhoods/Community Affairs Committee recommended that the off-leash pilot program in South Pointe Park be extended through January 31, 2013 and that the concept of a hedge be brought back to the City Commission for its consideration; and

WHEREAS, on November 14, 2012 the City Commission: a) adopted Resolution No. 2012-28070 which accepted the NCAC Committee's recommendations to bring the concept of a hedge for the off-leash dog area in South Pointe Park back to the City Commission, with the Commission further directing the Administration to submit a new application for a hedge for the off-leash area to the Design Review Board ("DRB") as soon as possible and to extend the off-leash pilot program through and including March 31, 2013; and b) approved an Ordinance on First Reading to extend the off-leash pilot program in South Pointe Park through and including March 31, 2013; and

WHEREAS, on December 11, 2012, the Parks and Recreation Department submitted an application for a two foot hedge for the off-leash dog area in South Pointe Park to the Planning Department for presentation to the Design Review Board; and

WHEREAS, on December 12, 2012, the City Commission held a Public Hearing and adopted Ordinance No. 2012-3785 on Second Reading extending the off-leash pilot program through and including March 31, 2013; and

WHEREAS, on February 5, 2013, the Administration's application for a hedge for the off-leash area in South Pointe Park was scheduled to be heard by the Design Review Board, but was continued to the DRB meeting of March 5, 2013 due to the lack of a full Board (4 of 7 members were present); and

WHEREAS, on February 6, 2013, the City Commission approved an Ordinance on first reading to extend the off-leash Pilot program in South Pointe Park to June 30, 2013, and also instructed the Administration to amend the City's DRB application to provide for a hedge of 3 to 3 1/2 feet; and

WHEREAS, at its March 5, 2013 meeting, the DRB approved the City's application for a landscape barrier of 3 to 3 1/2 feet in height for the off-leash dog area east of the Washington Avenue entry plaza in South Pointe Park, subject to certain conditions; and

WHEREAS, at the March 13, 2013 City Commission meeting, the City Commission directed that, due to safety concerns, a new ordinance should be brought to the City Commission to move the off-leash area back to its original location in the triangular area south and west of the Washington Avenue Entry Plaza and that the afternoon hours should be changed from 4:00 p.m. to 7 p.m. to 6:00 p.m. to 9:00 p.m. In addition, the City Commission directed that a new application for a landscape barrier for the relocated off-leash dog area be submitted by the Administration to the DRB; and

WHEREAS, pursuant to the adoption of Ordinance No. 2013-3798 on May 8, 2013, the City Commission relocated the off-leash dog area to the designated area south and west of the Washington Avenue entry plaza and extended the pilot program to December 31, 2013; and

WHEREAS, pursuant to an application filed by the City Administration, the Design Review Board considered, and approved by an Order issued on July 11, 2013, a landscape barrier around the relocated off-leash dog area south and west of the Washington Avenue entry plaza.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1.

That Chapter 10, Section 10-11 of the Miami Beach City Code is hereby amended as follows:

Chapter 10

ANIMALS

* * *

Sec. 10-11. Running at large prohibited; exception.

It shall be prohibited for the owner or person in control of any animal to permit the animal to run at large. All animals, when not on the premises of their owner or of the person in control, must be on a leash or contained in a carrier device and under the control of a competent person, except that in South Pointe Park, in the designated area south and west of the Washington Avenue entry plaza, dogs may be off-leash from sunrise to 10:00 a.m. daily and from 6:00 p.m. to 9:00 p.m. on Monday through Friday, or during such other hours as may be specifically designated by a resolution of the city commission after a public hearing, through and including December 31, ~~2013~~2014.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect the _____ day of _____, 2014.

PASSED and **ADOPTED** this _____ day of _____, 2014.

ATTEST:

_____
PHILIP LEVINE, MAYOR

_____
RAFAEL E. GRANADO, CITY CLERK

Underline denotes additions
~~Strike through~~ denotes deletions

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ 12-3-13
CITY ATTORNEY LT DATE

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Condensed Title:

First Reading to consider a comprehensive Ordinance Amendment, modifying the single family development regulations to address the issue of 'oversized' homes. Additionally, clean-up changes to clarify the original legislative intent of the Ordinance have also been incorporated.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING

The proposed Ordinance would limit lot aggregation for single family lots, reduce lot coverage from the current maximum of 35% to 30%, reduce the maximum unit size from 70% to between 40% to 50% of the lot size, change the basis for measuring a home's height from 'grade' to the minimum required flood elevation, change the basis for heights from the width of the lot to the RS zoning district of the property, place limitations on the size of roof decks and allowable encroachments, as well as clean up amendments including the elimination of the Single Family Residential Review Panel (SFFRP) process, whose review has been taken over by the DRB or HPB.

The Administration recommends that the City Commission Open and Continue First Reading of the subject Ordinance to a date certain of January 15, 2014.

Advisory Board Recommendation:

On September 23, 2013, the Land Use and Development Committee reviewed the Ordinance; however no action was taken.

On September 24, 2013, the Planning Board transmitted the subject Ordinance to the City Commission with a favorable recommendation by a vote of 7-0.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have any tangible fiscal impact.

City Clerk's Office Legislative Tracking:

Richard Lorber or Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM RSH

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

FIRST READING

SUBJECT: **Oversized Single Family Homes**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY AMENDING THE CRITERIA AND PROCEDURES FOR THE REVIEW AND APPROVAL OF SINGLE-FAMILY RESIDENTIAL CONSTRUCTION, BY REPLACING THE SINGLE-FAMILY RESIDENTIAL REVIEW PANEL, BY CLARIFYING AND AMENDING THE STANDARDS AND PROCURES FOR REVIEWING NEW CONSTRUCTION AND ADDITIONS IN SINGLE FAMILY DISTRICTS, INCLUDING MODIFICATIONS TO LOT COVERAGE, UNIT SIZE AND OVERALL HEIGHT, BY CLARIFYING THE BELOW FLOOD LEVEL CONSTRUCTION REQUIREMENTS FOR AFFECTED PROPERTIES IN HIGH FLOOD ZONES, AND BY CLARIFYING SETBACK AND LOT COVERAGE REQUIREMENTS; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Open and Continue First Reading of the subject Ordinance to a date certain of January 15, 2014.

BACKGROUND

On April 3, 2013 the Planning Board directed staff to draft a comprehensive Ordinance Amendment, modifying the single family development regulations to address the issue of 'oversized' homes. Additionally, clean-up changes to clarify the original legislative intent of the Ordinance were also suggested.

On June 25, 2013 the initial draft of the proposed Ordinance amendment was reviewed by the Planning Board. The Board continued the item and directed staff to hold workshops on the Ordinance within 120 days. The Planning Department arranged focus group meetings with various stakeholder groups; a summary of these meetings is attached. It is important to note that the comments provided refer both to this proposed Ordinance amendment as well as for the companion Ordinance amendment entitled 'Architecturally Significant Single Family Home Retention Incentives'.

While various and often opposing viewpoints were expressed at these meetings, there was a strong consensus for limiting the unit size of homes to 50% of the lot size, and for greatly reducing the visual impact of roof decks and associated height exceptions, which have been reflected in the proposed Ordinance.

In 2006, after lengthy discussion and analysis, the City Commission adopted comprehensive revisions to the single family home development regulations in the City Code (Sections 142-105 / 106 of the City Code). These revisions established the current development review standards pertaining to lot coverage, unit size (FAR), building height, minimum setbacks and minimum pervious area requirements. Additionally, stricter standards for the distribution of building mass and allowable additions were included. While these revisions did reduce allowable building height and lot coverage, as well as establish limits on overall unit size, due to a number of different factors, including increased minimum flood elevation requirements, there have been examples of homes constructed after 2006 that are still somewhat out of scale within their established, built context.

On a separate track, the Planning Board has recommended in favor of an Ordinance amendment which is also pending before the City Commission that would incentivize the retention of architecturally significant homes built before 1942 (and potentially architecturally significant homes built prior to 1966). The incentives associated with this Ordinance would go a long way in addressing the context issues associated with oversized homes in the established single family neighborhoods of Miami Beach.

ANALYSIS

The revisions to Section 142-105 / 106 of the code, as recommended by the Planning Board, will help ensure that additions and new construction in single family districts are compatible with the as built context of the City's neighborhoods. Additionally, a number of 'clean-up' amendments have also been included, which address changes in the approval process, as well as the structure of the Ordinance. Attached is a bullet point summary and comparison of the existing and proposed Ordinances. The following is a summary of the proposed additions and modifications in the Ordinance:

- **Review Process:** The Single Family Residential Review Panel (SFRRP) has been removed from the Code, and the role of the Design Review Board (DRB) and Historic Preservation Board (HPB) have been clarified. The SFRRP was intended to function as a min-version of the DRB. However, due to problems with maintaining quorum, after about a year, virtually all of the single family projects that required SFRRP review ended up going to the DRB. Since the SFRRP has not been able to maintain a quorum, the Code has been modified to better reflect the current process.

- **Review Criteria**: The DRB and/or staff would be required to consider the established building context within the immediate neighborhood.

- **Lot Aggregation**: Currently there are no limits on the aggregation of single family lots in the City. The aggregation of multiple lots has the strong potential to create homes that are much larger and out of scale in terms of massing, scale, and height, in relationship to the existing as built context of a neighborhood. The proposed ordinance amendment would limit the aggregation of lots to no more than two (2) contiguous lots, with an exception for expanded yards, accessory pools, tennis courts, and similar outdoor activities to no more than three (3) contiguous lots.

- **Lot Coverage**: With the exception of new construction on lots with an existing pre-1942 architecturally significant home, the Code currently allows up to 30% lot coverage for new construction and additions to homes constructed after 1942, regardless of lot size, and the DRB/HPB can waive this requirement with a 4/7ths vote and approve up to 35% lot coverage. The ability of the DRB/HPB to forgo the lot coverage restrictions and approve more than 30% has been eliminated.

  The calculation of lot coverage has also been revised to include within the lot coverage calculations internal courtyards which are open to the sky, but which are primarily enclosed on four sides. Such areas are not included in the lot coverage calculations currently, but do add to the overall apparent mass and bulk of a home as viewed from the surrounding neighborhood.

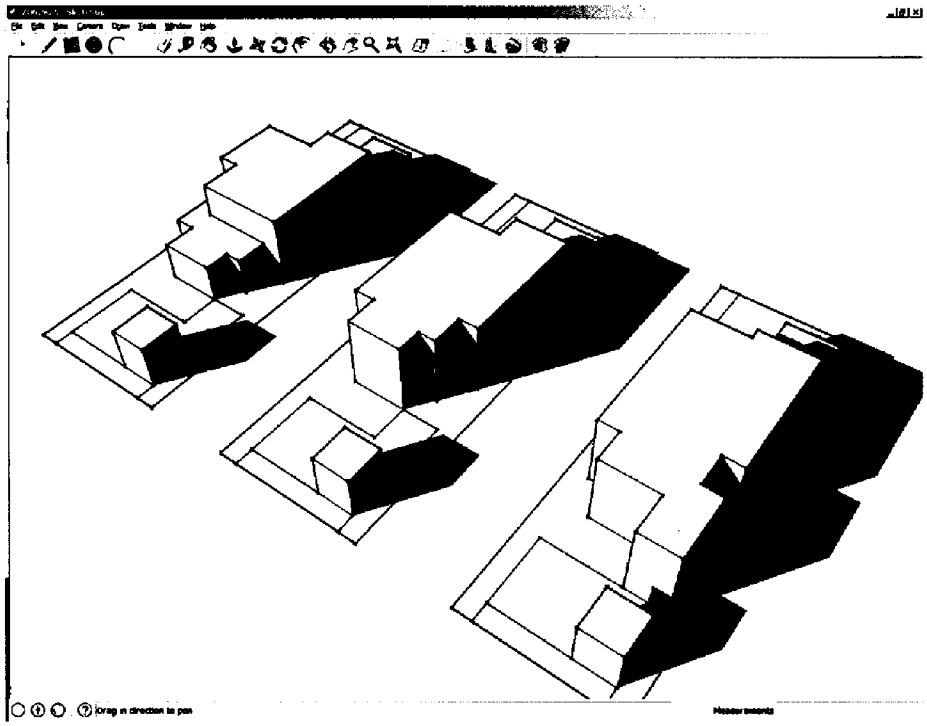
  For single story structures, which may not exceed 50% of the lot area, an allowance for a small portion of the home (up to 5% of the lot area), to extend up to two stories in height, has been included.

- **Unit Size**: The maximum base unit size of 50% was retained for the smaller lots zoned RS-3 and RS-4; however the maximum unit size for larger lots zoned RS-1 and RS-2 was reduced to 40%. The ability of the DRB/HPB to forgo the unit size restrictions above 50% has been removed, but retained for the larger lots to request up to 50% with the review of the DRB or HPB.

  In order to help break up the mass of 2-story homes, a new requirement that the area of the second floor shall not exceed 70% of the area of the first floor, has been included. For a lot of 10,000 square feet, this would allow a first floor of 3000 SF (lot coverage of 30%), and a second floor of 2000 SF, for a total unit size of 50%.

  Additionally, in order to address the added bulk and mass of homes constructed in portions of the City where the minimum flood elevation greatly exceeds grade, and where it is possible to construct a non-habitable floor level below minimum flood elevation, the code has been revised to include 50% of any non-air-conditioned floor space proposed to be located below minimum flood elevation, with the exception of up to 600 square feet of segregated parking garage area. This modification is intended to give architects more flexibility in terms of design new single family homes on lots with exceeding high flood level requirements. In some instances the proposed new home will look like a 3 story structure. However, when compared to the excessive berming required to surround up to nine (9') feet (or more) of fill, in order to meet flood standards, the aesthetic impact of a 3 story structure is less hostile within an established neighborhood, composed primarily of lower scale, grounded architecture.

The Diagram below shows massing studies of unit size and lot coverage variations, as seen from the street and the water, which represent examples of homes permitted under the existing code, and what would be allowed under the proposed regulations.



Each of the 3 lots above represents a typical waterfront lot on Di Lido Island, with a lot size of 10,500 SF. Each lot contains a 500 SF garage, entered from the side, which is currently exempt from lot coverage and unit size calculations. Also included is a single story, detached cabana building in the rear of the lot. The following are the calculations:

<u>Top image:</u>
Lot Coverage= 30% / 3,150 SF
Unit Size= 50% / 5,250 SF (3,150 1st floor + 2,100 2nd Floor) 2nd floor is 20% of the lot area or 67.7% of the first floor

<u>Middle image:</u>
Lot Coverage= 30% / 3,150 SF
Unit Size= 57.8% / 5,250 SF (3,150 1st floor + 2,912 2nd Floor) 2nd floor is 27.8% of the lot area or 92.4% of the first floor

<u>Bottom image:</u>
Lot Coverage= 35% / 3,675 SF
Unit Size= 67.7 % / 7,112 SF (3,675 1st floor + 3,437 2nd Floor) 2nd floor is 32.7% of the lot area or 93.5% of the first floor

- **Height**: The current overall height limitations have been revised, with the basis for a home's height changing from 'grade' to the minimum flood elevation required for the property. Further, rather than allowing a higher height based upon the size of the lot, heights have been restricted based upon the zoning for the property. The larger RS-1 and RS-2 lots would be allowed a higher height than the smaller lots zoned RS-3 and RS-4. This would help reduce the height disparity on RS-3 and RS-4 lots between older and newer homes, as lot aggregation in these zoning districts would no longer allow a higher height limitation

based on the width of the lot, which is generally more out of scale with existing homes. Also, lower height limitations have been provided for flat roofs vs. sloped roofs for all properties. Currently this differentiation only occurs for the largest lots where the maximum heights are permitted.

Proposed New Height Limits:

RS-1 and RS-2: 28 feet for flat roofs and 31 feet for sloped roofs (above flood elevation)
RS-3 and RS-4: 24 feet for flat roofs and 27 feet for sloped roofs (measured to the mid-point above flood elevation)

Compared to a typical 60 foot wide lot zoned RS-3 under the current code, which allows a maximum height of 25 feet above grade with a staff level approval, or up to 30 feet with DRB/HPB approval, and considering a difference between grade and flood elevation of 4 feet, the proposed height of 24 feet above flood elevation for a flat roof, would equate to a height of 28 feet above grade as currently defined in the Code. The ability of the DRB and HPB to allow a higher height based upon the width of the lot has been removed.

In the most extreme instances in an RS-4 district, where the difference between grade and the minimum flood elevation is 7 feet, which is typical for the western portion of Palm Island, the equivalent height in the above scenario would be 31 feet above grade as currently defined in the Code. Currently the code permits a maximum height of 25 feet above grade for a 50 foot wide lot, with up to three additional feet in height with a variance.

- **Roof Decks and allowable height exceptions**: In order to address the concerns expressed regarding roof top decks and the impact of stairwells, elevators, and parapets, included are several modifications to minimize these impacts. Stairwells have been removed as an allowable height encroachment; Access can still be provide with exterior stairs that are not enclosed above the roof level, and elevators are retained as an allowable exception. The size of all roof decks have been reduced to 25 percent of the floor below, regardless of the roof deck height, and parapet walls are only permitted when associated with a habitable roof deck, with an added setback of 10 feet from the perimeter of the enclosed floor below. Roof-top curbs, not to exceed one foot in height have been added as an allowable exception for structural and waterproofing issues.

- **Side yards:** In order to further help break up the length of 2-story side elevations, the maximum length has been reduced from 50 percent of the lot depth or 80 feet to 40 percent of the lot depth, or 60 feet, whichever is less.

- **Setbacks**: The setback regulations have been modified in order to clarify the amount of open/pervious space permitted within front, rear and street side yards.

In addition to the aforementioned proposed changes, staff has also included clean-up text changes to sections 142-105 / 106, which address issues of interpretation, applicability and process, identified by staff over the years.

PLANNING BOARD REVIEW

The Planning Board reviewed the subject Ordinance on September 24, 2013, and transmitted it to the City Commission with a favorable recommendation by a vote of 7 to 0. Additionally, the Planning Board recommended the following applicability schedule, which has been included in the Ordinance:

This ordinance shall not apply to:

1. Anyone who filed an application for development approval with the Planning Department or for permit with the Building Department on or before July 17, 2013; or
2. Anyone who purchased property within the three months prior to July 17, 2013; or
3. Anyone who entered into a contract to purchase property with a deposit in escrow prior to July 17, 2013; or
4. Anyone who establishes equitable estoppel as stated in Florida case law as proven by affidavit and documentation, evidencing the expenditure of funds prior to July 17, 2013 for development of the property, to the satisfaction of the City Attorney; or
5. Anyone who establishes equitable estoppel as provided in City Code Section 118-168, by obtaining a building permit or Design Review Board approval prior to zoning in progress or City Commission adoption of this Ordinance

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have any tangible fiscal impact.

CONCLUSION

The Administration recommends that the City Commission Open and Continue First Reading of the subject Ordinance to a date certain of January 15, 2014.

Attachments
JLM/JMJ/RGL/TRM
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MIAMIBEACH
City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

SUBJECT: OVERSIZED SINGLE FAMILY HOMES
Focus group and public meetings summary of comments

Focus group meeting with architects (Aug. 21):

- Unit size should be limited to 50% and ability for the DRB to grant higher unit size should be eliminated.
- Heights should be measured from the flood elevation. 28' feet is a reasonable height limit for sloped roof structures and may be lower for a flat roof.
- The height of stairwell and elevator bulkheads should be reduced or eliminated.
- The extent of roof terraces are a problem; increased setbacks and reductions of roof top decks would help address privacy concerns of neighbors.
- Lot coverage requirements are too restrictive even in the current code and will be more burdensome as proposed. 30% lot coverage should be allowed regardless of lot size or the existence of an architecturally significant home.
- Allowances should be made for a higher lot coverage for a predominately single story home. The second floor could be limited to a small percentage of the first floor.

Focus group meeting with Attorneys/Developers (Aug. 28th):

- The cost of flood insurance is a burden to maintain homes below flood elevation.
- DRB should have the authority to waive flood plain requirements.
- Requiring new homes to take into account the established building context is too vague and needs to be further evaluated and defined.
- Removing stairwell exceptions above the maximum height is reasonable, and allowing a small elevator for accessibility issues to access a roof deck, and located at the center of the home should be allowed, but may be something that is reviewed under the variance process.
- Additional requirements to break up the mass of side elevations may be warranted.
- The City needs to address the desired built context.
- Limiting unit size to 50% of the lot area is reasonable with no ability for the DRB to grant a greater unit size.
- Rather than a one size fits all approach, RS-1 and RS-2 (larger lot sizes), may warrant different regulations compared to RS-4 and RS-4 zoning (smaller lot sizes).

Focus group meeting with Homeowners and Realtors (Sept. 3rd and 4th)

- Additional setbacks at second floor needed (on front as well as side elevations).
- The same rules should apply to all houses.
- Many of the larger offensive homes are from the 80s, and there have been horrific additions to pre-1942 homes.
- Lot coverage restrictions are too strict.
- Disincentives should be removed and only incentives should be offered.
- Articulation is critical.
- Flood elevation should be the base level for height measurements.

- Knowing the rules is the most important and ambiguous rules are a problem.
- 26'-28' is an acceptable height for a flat roof structure (above flood).
- Roof terraces are not used and should be eliminated or greatly reduced. They are a source of noise problems and parties and should be banned. The ability of a roof deck should only be allowed for a homeowner that is renovating an existing home as an incentive. Additional setbacks for roof decks are needed.
- Highest height could be limited to a certain percentage in the center.
- Create a maximum height and average height limitation – with limits on side elevations
- The issue of contextual zoning needs to be clarified and better defined.
- Accessory structures and their setbacks are a problem
- Elevations of sideyards and rear yards need to be addressed (people want to have their pool deck at the same elevated height as their interior and should be allowed to have this).
- An architectural survey of all homes is needed in order to clarify whether or not a homes are architecturally significant.

Focus group meeting with Preservationists (Sept. 9th):

- New home construction, regardless of the age or significance of the existing home should follow the same guidelines for lot coverage and new construction.
- New construction should fit within the existing neighborhood.
- Lot coverage for new construction should be reduced, with a sliding scale based upon the size of the lot (ranging from 30% for the smaller lots to 15% for larger lots).
- Unit sizes should also be reduced and proportional based on the size of the lot (ranging from 36 % for smaller lots to 30% for larger lots). These numbers are based on a review of existing home sizes, whereby the above numbers were calculated as exceeding 75% of the existing home unit sizes.
- Higher allowances for lot coverage and unit size should be allowed as an incentive to retain an architecturally significant home.
- Heights should be measured from flood elevation. 23 feet for lots less than 60' in width for a flat roof and 26 feet for a sloped roof, and should not be increased by the DRB.
- Roof decks should be eliminated where the width of the front property line is less than 150 feet wide.
- Roof decks could be offered as an incentive to retain a home when the lot size is greater than 50 feet, with a limitation of 250 square feet, with limitations on structures allowed above the roof line.

In addition to these focus group meetings, public meetings were held on September 3, 2013 with the Design Review Board and on September 10, 2013 with the Historic Preservation Board.

Design Review Board Discussion (including Board and public comment- Sept. 3rd):

- We are a young city and need to preserve our history.
- Concerns were expressed with the size and placement of homes.
- New Construction should be compatible with existing homes.
- Lot coverage is punitive and DRB should be able to grant more lot coverage.
- Historic Preservation should be balanced by individual property rights.
- Garages and roof decks should be counted in the unit size.
- Need to identify how a home gets to the point where it is no longer repairable.
- Need better incentives to restore a property.
- Guidelines are not tight enough and too vague.
- Tax breaks are too minimal and need to give homeowners a reason to improve.
- Larger lots should have a smaller house

- Incentives are great but need more regulations on the sides and rear of homes.
- Second floor should be a percentage of the first floor.
- Roof-top decks are a problem

Historic Preservation Board Discussion (incl. Board and public comment – Sept. 10th):

- New regulations should be compared to existing homes that are considered overbuilt to see if there would be any change vs. the new regulations. The new regulations may not be good enough.
- Possible demolition of significant homes should be in the hands of the HPB and not the DRB.
- Incentives are not great, but there is no real substance.
- Need to understand the dynamic that is causing demolition.
- Just because a building was built in the 20's or 30's does not mean it needs to be preserved.
- The HPB does not have the legal power to legislate on these items. Tax incentives do not belong before the HPB.
- Demolition has increased because there has been a pent-up demand in the real estate market and it should not be a cause for alarm.
- Older homes were part-time vacation homes and don't satisfy current needs.
- Should look to the Coral Gables model to preserve significant homes.

Land Use and Development Committee Workshop – September 23, 2013

- Older homes were part-time vacation homes and don't satisfy current needs.
- Should look to the Coral Gables model to preserve significant homes.
- Emmanuel Sebag – agree on objectives. Rules do not promote good architecture. Too much uncertainties in current code. Concerns with proposals on massing, heights.
- Julian Johnston – Preserving an existing home built in 1926
- Kathy Burman – Parents are longtime residents. Concerned with trying to sell existing home, and impact that the demolition moratorium has had on the ability to sell.
- Gordon Loader – Proposed amendments should be implemented quickly.
- Jo Manning – Discusses issue of government regulation and property rights. Supports proposed regulations, as they will further compatibility.
- Daniel Ciraldo - Discusses the built environment. Supports compromise proposal before the LUDC.
- Kent Robins – Proposed regulations are conservative. Believes purpose of ordinance is to protect current property owners values.
- Terry Beinstock – Discusses importance of neighborhoods.
- Jaimie Rubinson – Concerned with details of the Ordinance. Specifically, issue of lot sizes and what was original vs. what is on the site. Importance of emphasizing that size of existing house can be replicated. Also has a concern with large, incompatible additions to original homes.
- Nelson Gonzalez – Believes ordinance needs a lot of fine tuning.
- Gary Appel – Believes there are good incentives in the Ordinance. For own has retention and addition required a lot of variances. Ordnances would remove that burden for retention of homes. SF neighborhoods are different. Protection of QOL of neighborhood important.
- Michael Larkin – Lack of homeowner outreach. Believes most homeowners do not know about 'property rights' being diminished. Also addresses issue of flood insurance subsidies. On architecturally significant criteria, believes that criteria should be fine-tuned as current criteria too broad. Also has issue with compatibility criteria of 375 feet.

- Catherine Rodstein – Has a 1938, 1 story home (spent over 300k enhancing). Now has 2 large modern hoses flanking her. Concerned with the incompatibility of new homes with established context. Appropriate determination for new homes is the ratio to the remainder of its surroundings
- Darren Tansy – Lives in a 1938 home and would not tear it down by his choice.
- Dora Puig – Pre-1942 home owner, very happy with home but has a concern with the impact of the ordinance on the re-sale value of the home. Also believes compatibility issue is affected by FEMA requirements.
- George Helvecki – Owns a Pre-1942 home and concerned about disincentives.
- Danny Hertzberg – Believes changes are an overreaction and that they have already impacted the real estate market across the board for 'tear down' homes. Also concerned with previous homes being 'substantially re-introduced.
- Jill Hertzberg – Notes that she was born and raised in Miami Beach and promotes the City on a daily basis. Also notes that no City gets the same dollar per sq ft that Miami Beach does.
- Peter Luria – Lives in a pre-1942 home, but the proposed ordinance is not necessary. Suggests that oversized homes should be integrated into the discussion.
- Joel Simmons – Reads a letter from a prospective home owner regarding a pre-1942 home and the impact of the ordinance on the new home proposed for property.

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COMMISSION MEMORANDUM

SUBJECT: OVERSIZED SINGLE FAMILY HOMES
Bullet Point Summary

Review Process

- The Single Family Residential Review Panel (SFRRP) has been removed from the Code, due to an ability to maintain quorum.
- The role of the Design Review Board (DRB) and Historic Preservation Board (HPB) have been clarified, to better reflect the current process.

Review Criteria

- The DRB and/or staff would be required to consider the established building context within the immediate neighborhood of a proposed new home.

Lot Aggregation

Current Code:

- No limits on the aggregation of single family lots in the City.

Proposed Ordinance:

- Limit the aggregation of lots to no more than two (2) contiguous lots;
- The aggregation of up to three (3) contiguous lots would be permitted, with the 3rd lot limited to expanded yards, accessory pools, tennis courts, and similar outdoor activities.

Lot Coverage (2 Story Home)

Current Code:

- Maximum 30% at Staff Level
- Maximum 35% at DRB/HPB

Proposed Ordinance:

- Maximum 30%, regardless of lot size, with no ability to go up to 35% at DRB/HPB
- The second floor of a home is limited to 70% of the area of the first floor, unless waived by the DRB/HPB.
- The calculation of lot coverage includes internal courtyards open to the sky, which are substantially enclosed on 4 sides.

Lot Coverage (1 Story Home)

Current Code:

- Maximum 50% at Staff Level or at DRB/HPB

Proposed Ordinance:

- Maximum 50% of the lot area, with an allowance for a small portion of the home (up to 5% of the lot area), to extend up to two stories in height.

Unit Size

Current Code:

- Maximum 50% at Staff Level for ALL Districts (RS-1, 2, 3 & 4)

- Maximum 70% at DRB/HPB for ALL Districts (RS-1, 2, 3 & 4)

Proposed Ordinance:
- Maximum 50% for RS-3 & RS-4 at Staff Level; No DRB/HPB increase
- Maximum 40% for RS-1 & RS-2 at Staff Level; DRB/HPB can increase to a maximum of 50%.

Height:
Current Code (2 Stories Maximum):
- Maximum Height is measured from 'Grade' (sidewalk elevation).
- Max Height of 25' for lots 60 feet in width or less at Staff Level.
- Max Height of 30' for lots greater than 60 feet in width at Staff Level.
- Max Height of 50% of lot width (up to 33 feet) at DRB/HPB.

Proposed Ordinance (2 Stories Maximum):
- Maximum Height is measured from 'Minimum Flood Elevation'.
- Max Height of 28' for flat roof structures and 31 feet for sloped roof structures (measured to the mid-point) in RS-1 & RS-2 at Staff Level.
- Max Height of 24' for flat roof structures and 27 feet for sloped roof structures (measured to the mid-point) in RS-3 & RS-4 at Staff Level.
- No DRB/HPB increase

Roof Decks and Allowable Height Exceptions
Current Code:
- Enclosed stairwell and elevator bulkheads are allowable height exceptions, up to 10' above the roof deck.
- The size of the roof deck can be up to 50% of the floor below.
- No setback requirements for rails or parapets

Proposed Ordinance:
- Stairwells have been removed as an allowable height exception; exterior or open stairs that are not enclosed above the roof level are permitted.
- Elevators are still an allowable height exception.
- The size of all roof decks have been reduced to 25 percent of the floor below, regardless of the roof deck height, and must be setback a minimum of 10' from all perimeter walls.
- Parapet walls and rails that are associated with a habitable roof deck must be setback 10 feet on all sides of the house.
- Roof-top curbs, not to exceed one foot in height have been added as an allowable exception for structural and waterproofing issues.

Side Walls and Interior Side Courtyards
Current Code:
- The maximum length of a structure without mandatory vertical breaks (ground level courtyard open to the sky) is 50 percent of the lot depth or 80 feet, whichever is less; this can be waived by the DRB/HPB.

Proposed Ordinance:
- The maximum length of a structure without mandatory vertical breaks (ground level courtyard open to the sky) is 40 percent of the lot depth or 60 feet, whichever is less; this can be waived by the DRB/HPB.

High Flood Zones

Current Code:

- 2 Floors Maximum

Proposed Ordinance:

- Where the first habitable floor of a home is required to be more than six (6') feet above grade in order to meet minimum flood elevation requirements, the following shall apply:
  - The height of the area under the main structure may have a maximum floor to ceiling clearance of 7'-6" from grade. In the event that the minimum flood elevation requires the underside of the slab of the first habitable floor to exceed 7'-6" from grade, such slab shall not exceed the minimum flood elevation as measured from grade.
  - Up to, but not exceeding, 600 square feet of segregated parking garage area may be permitted under the main structure.
  - The area under the first habitable floor of the main structure shall consist of non-air conditioned space, which is substantially open. Such area shall not be subdivided into different rooms, with the exception of the parking garage area, and required stairs and/or elevators.
  - ½ of the parking garage area and ½ of the open, non-air conditioned floor space located at or below grade, and directly below the first habitable floor, shall not count in the unit size calculations.

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SINGLE FAMILY DEVELOPMENT REGULATIONS

ORDINANCE NO._____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," DIVISION 2, "RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY AMENDING THE CRITERIA AND PROCEDURES FOR THE REVIEW AND APPROVAL OF SINGLE-FAMILY RESIDENTIAL CONSTRUCTION, BY REPLACING THE SINGLE-FAMILY RESIDENTIAL REVIEW PANEL, BY CLARIFYING AND AMENDING THE STANDARDS AND PROCURES FOR REVIEWING NEW CONSTRUCTION AND ADDITIONS IN SINGLE FAMILY DISTRICTS, INCLUDING MODIFICATIONS TO LOT COVERAGE, UNIT SIZE AND OVERALL HEIGHT, BY CLARIFYING THE BELOW FLOOD LEVEL CONSTRUCTION REQUIREMENTS FOR AFFECTED PROPERTIES IN HIGH FLOOD ZONES, AND BY CLARIFYING SETBACK AND LOT COVERAGE REQUIREMENTS; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the regulation of additions and new construction in single family districts is necessary in order to ensure compatible development within the built character of the single-family neighborhoods in the City; and

WHEREAS, new homes and additions that are compatible with the prevailing character of existing residential neighborhoods should be encouraged and promoted; and

WHEREAS, the identity, image and environmental quality of the City should be preserved and protected; and

WHEREAS, the privacy, attractive pedestrian streetscapes and human scale and character of the City's single-family neighborhoods, are important qualities to protect; and

WHEREAS, these regulations will accomplish these goals and ensure that the public health, safety and welfare will be preserved in the City's single-family districts.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Section 142-105, "Development regulations and area requirements", is hereby amended as follows:

(a) ~~*RS-1, RS-2, RS-3, RS-4 districts.*~~ The review criteria and application requirements ~~development regulations~~ for the RS-1, RS-2, RS-3, RS-4 single-family residential

districts are as follows:

(1) *Compliance with regulations and review criteria.*

a. Permits for new construction, alterations or additions to existing structures shall be subject to administrative (staff level) review by the planning director or designee or in certain instances subject to a public hearing by the ~~single-family residential review panel (SFRRP)~~ design review board (DRB) in order to determine consistency with the review criteria listed in this section.

b. In complying with the review criteria located in this section, the applicant may choose either to adhere to the development regulations identified in sections 142-105 and 142-106 administratively through staff level review or seek enhancements of the applicable development regulations as specified therein, where permitted, through approval from the ~~SFRRP,~~ historic preservation board or design review board, ~~as applicable~~ in accordance with the applicable design review or appropriateness criteria. ~~In the event the SFRRP does not convene due to lack of a quorum, the application may be redirected, at the election of the applicant, to the design review board or the historic preservation board, whichever has jurisdiction.~~

~~c. SFRRP approval shall be in accordance with the procedures contained in sections 142-105 and 142-106. Further clarification of the limits of the approval powers of the panel relative to single-family structures may be found within the subsections.~~

~~d.~~c. Notwithstanding the foregoing, for those structures located within a locally designated historic ~~site~~ district, or individually designated as an historic structure or site, ~~only~~ the review and approval of the historic preservation board (HPB)~~shall~~ may be required.

~~e.~~d. Notwithstanding the foregoing, for those structures constructed prior to 1942 and determined to be architecturally significant, in accordance with section 142-108 herein, ~~only~~ the review and approval of the design review board (DRB) shall be required.

(2) *Review criteria.* Staff level, ~~or SFRRP~~ review shall encompass the examination of architectural drawings for consistency with the review criteria ~~and information requests listed~~ below:

a. The existing conditions of the lot, including but not limited to topography, vegetation, trees, drainage, and waterways shall be considered in evaluating the proposed site improvements.

b. The design and layout of the proposed site plan inclusive of the location of all existing and proposed buildings shall be reviewed with particular attention to the relationship to the surrounding neighborhood, impact on contiguous and adjacent buildings and lands, and view corridors. In this regard, additional photographic, and contextual studies that delineate the location of adjacent buildings and structures ~~may~~ shall be required in evaluating compliance with this criterion.

c. The selection of landscape materials, landscaping structures and paving materials shall be reviewed to ensure a compatible relationship with and

enhancement of the overall site plan design and the surrounding neighborhood.

d. The dimensions of all buildings, structures, setbacks, height, lot coverage and any other information that may be reasonably necessary to determine compliance with the requirements of the underlying zoning district.

e. The design and construction of the proposed structure, and/or additions or modifications to an existing structure, indicates sensitivity to and compatibility with the environment and adjacent structures and enhances the appearance of the surrounding neighborhood~~,~~.

f. The proposed structure is located in a manner that is responsive to adjacent structures and the established pattern of volumetric massing along the street with regard to siting, setbacks and the placement of the upper floor and shall take into account the established single family home context within the neighborhood.

g. The construction of an addition to a~~n~~ main existing structure shall be architecturally appropriate to the original design and scale of the main existing structure~~building~~; the proposed addition may utilize a different architectural language or style than the main existing structure ~~building structure may be architecturally redesigned,~~ but in a manner that is compatible with the scale and massing of the ~~original~~ main existing structure ~~building~~. ~~consistent in design and material throughout.~~

~~h. Exterior bars on entryways, doors and windows shall be prohibited on front and side elevations which face a street or right-of-way.~~

~~i. At least 35 percent of the required front yard area and 35 percent of the required side yard area facing a street shall be sodded or landscaped pervious open space. With the exception of driveways and paths leading to the building, paving may not extend any closer than five feet to the front of the building.~~

~~j. In no instance shall the elevation of any required yard be higher than one-half the difference between grade, as defined in section 114-1, and the minimum required flood elevation.~~

~~k.~~h. The construction shall be in conformance with the requirements of article IV, division 7 of this chapter with respect to exterior facade paint and material colors.

(3) *Application requirements for DRB or HPB review.*

~~a. Applications shall be made to the planning department and shall include the following:~~

~~1. A completed application form.~~

~~2. A notarized owner's affidavit.~~

~~3. Color photographs of the site and adjacent properties.~~

~~4. Conceptual design drawings to scale including but not limited to a site plan, building floor plan(s), elevations and landscape design, sufficient to evaluate the overall proposed project. Additionally, drawings shall be submitted in "pdf" format in order to allow posting to the city's planning and zoning webpage.~~

~~5. Surveys dated within 6 months of the application that include site~~

~~elevations.~~

~~6. General zoning calculations and data sufficient to determine compliance with zoning criteria.~~

~~b.~~a. ~~SFRRP~~ DRB or HPB applications shall follow the application procedures and review criteria, specified in Chapter 118 Article VI – Design Review Procedures or Article X. - Historic Preservation, of these land development regulations (as applicable), board by-laws, or as determined by the planning director, or designee. However, the fee for applications to the DRB for non-architecturally significant homes constructed prior to 1942 and all homes constructed after 1942 shall be $150.00.~~require seven copies of the required exhibits while staff level review shall require three copies.~~

~~c. All applications for review by the SFRRP must be filed with the planning department no later than 21 calendar days before the meeting date.~~

~~(4) *Single-family residential review panel.*~~

~~a. *Composition and term of panel members.* The panel shall be composed of three members, two of whom shall be architects and/or other registered design professionals, and one shall be a resident of the city, each to serve for a term of one year. Panel members shall not deliberate in more than four meetings per calendar year unless required due to inability to satisfy the quorum requirement.~~

~~b. *Membership and qualification.* Panel members shall be chosen by the city manager or designee on a rotating basis or as available from a list of not more than 20 architects and/or other registered design professionals, as well as a list of residents of the city. In developing the list of registered professionals, names should be submitted from the following associations:~~

~~1. American Institute of Architects, local chapter.~~

~~2. American Society of Landscape Architects, local chapter.~~

~~3. American Planning Association, local section.~~

~~4. The Miami Design Preservation League~~

~~5. Dade Heritage Trust.~~

~~c. *Majority to approve plans.* The quorum for the SFRRP shall be all three members and a simple majority will be necessary to approve any application. In the event the single-family residential review panel does not convene due to lack of a quorum, the application may be redirected, at the election of the applicant, to the design review board or the historic preservation board whichever has jurisdiction. The planning department shall provide staff support to the SFRRP and the city attorney's office shall provide legal counsel.~~

~~d. *Meetings and noticing requirements.* The SFRRP shall have regularly scheduled meetings on a monthly basis, or as frequently as needed, as determined by the planning director. The hearing before the SFRRP shall be de novo, and the applicant shall have a preapplication conference with the planning director, or designee, prior to the submission of a request or an application to discuss any aspect of the process. Noticing of SFRRP~~

~~meetings shall occur no less than 14 calendar days prior to the hearing date and shall be by mail notice and posting of the property that is the subject of the hearing. The preparation of the mail notice and mailing labels shall apply only to adjacent property owners of single-family zoned land no less than 100 feet to either side, rear and across a street or alley from the exterior property boundaries of the subject property. As an additional courtesy, project drawings shall be posted online at the city's planning and zoning webpage.~~

~~e. *Recommendations and appeals.* In addition to approving or denying the application, the panel may recommend changes to the conceptual plans and specifications based on the recommendations of planning department staff and/or the comments written or otherwise from any member of the public during its deliberation of the item. An appeal of any decision of the SFRRB shall be to a special master appointed by the city commission, in accordance with the procedures set forth in subsection 118-537(b) of these land development regulations. Thereafter review shall be by petition for writ of certiorari to the circuit court.~~

~~f. *Fees for examination of plans and specifications.* The fee for applications to the SFRRP shall be $150.00.~~

(b) The development regulations for the RS-1, RS-2, RS-3, RS-4 single family residential districts are as follows:

~~(b)~~(1) *Lot area, lot width, lot coverage, unit size, and building height ~~and building~~ requirements.* The lot area, lot width, lot coverage, and building height ~~unit size and building height~~ requirements for the RS-1, RS-2, RS-3, RS-4 single-family residential districts are as follows:

~~Minimum Lot Area (Square Feet)~~	~~Minimum Lot Width (Feet)*~~	~~Minimum Unit Size (Square Feet)~~	~~Maximum Unit Size (% of Lot Area)~~	~~Maximum Building Height**~~	~~Maximum Number of Stories~~
~~RS-1 = 30, 000~~	~~RS-1=100~~	~~1,800~~	~~50% of lot area with the ability to increase to 70% through SFRRP, HPB or DRB approval, as applicable.~~	~~25 feet for lots 60 feet in width or less.~~	~~2, above minimum flood elevation determination~~
~~RS-2 = 18, 000~~	~~RS-2=75~~			~~Lots greater than 60 feet in width: 30 feet for flat roof structures. 33 feet for sloped roof structures.~~	
~~RS-3 = 10,000~~	~~Oceanfront RS-3 = 50~~				
	~~All other RS-3 = 60~~			~~Height may also be 50% of lot width, up to a maximum of 33 feet regardless of lot size or roof type through SFRRP, HPB or HPB approval, as applicable.~~	
~~RS-4 = 6,000~~	~~RS-4 = 50~~				

~~*Except those lots fronting on a cul de sac or circular street as defined in lot width.~~

~~** Height shall be measured from grade, as defined in section 114-1.~~

Zoning District	Minimum Lot Area (square feet)	Minimum Lot Width (Feet)*	Maximum Lot Coverage for a 2-story home (% of lot area)**	Maximum Unit Size (% of Lot Area)	Maximum Building Height, which shall not exceed two stories above the minimum flood elevation in all districts ****
RS-1	30,000	100	30%	40% ***	28 feet - flat roofs. 31 feet - sloped roofs.
RS-2	18,000	75	30%	40% ***	
RS-3	10,000	50-Oceanfront lots. 60-All others	30%	50%	24 feet - flat roofs. 27 feet - sloped roofs.
RS-4	6,000	50	30%	50%	
-	-	*Except those lots fronting on a cul de sac or circular street as defined in lot width.	**Single story homes shall follow the requirements of Section 142-105(b)(4)b	***may be increased up to 50% when approved by the DRB or HPB, in accordance with applicable design review or appropriateness criteria	**** Height shall be measured from the minimum required flood elevation for the lot, measured to the top of the structural slab for a flat roof and to the mid-point of the slope for a sloped roof. Single Story homes shall follow the requirements of Section 142-105(b)(4)b

(2) No more than two contiguous lots may be aggregated, with the exception of lot aggregation for the purpose of expanded yards, or for the construction of accessory pools, cabanas, tennis courts, and similar accessory structures, when detached from the main home with a minimum separation of 15 feet, which may be aggregated to no more than three contiguous lots.

(3) Unit size requirements.

a. Minimum unit size: 1,800 square feet.

b. For purposes of this subsection, unit size means the sum of the gross horizontal areas of the floors of a single family home, measured from the exterior faces of exterior walls. However, the unit size of a single family home shall not include the following, unless otherwise provided for in these land development regulations

1. Uncovered steps.
2. Attic space, providing structural headroom of less than seven feet six inches.
3. Terraces, breezeways, or open porches.
4. Enclosed floor space used for required off-street parking spaces (maximum 500 square feet).
5. Exterior unenclosed private balconies.

c. For two story homes, the area of the second floor shall not exceed 70% of the area of the first floor. The DRB or HPB may forego this requirement, in accordance with the applicable design review or appropriateness criteria.

d. Non-airconditioned space located below minimum flood elevation. For those properties located in the RS-1, RS-2, RS-3, RS-4 single-family residential districts where the first habitable floor is required to be located six (6') feet or more above grade, in order to meet minimum flood elevation requirements, the following shall apply:

1. The height of the area under the main structure may have a maximum floor to ceiling clearance of 7'-6" from grade. Except that in the event that the minimum flood elevation requires the underside of the slab of the first habitable floor to exceed 7'-6" from grade, such slab shall not exceed the minimum flood elevation as measured from grade.
2. Up to, but not exceeding, 600 square feet of segregated parking garage area may be permitted under the main structure.
3. The area under the first habitable floor of the main structure shall consist of non-airconditioned space, which is substantially open. Such area shall not be subdivided into different rooms, with the exception of the parking garage area, and required stairs and/or elevators.

~~(1)~~4. The parking garage area and ½ of the open, non-airconditioned floor space located at or below grade, and directly below the first habitable floor, shall not count in the unit size calculations.

~~(c)~~(4) *Lot coverage (building footprint).*

~~(1)~~a. *General.*

~~a.~~1. For lots aggregated after September 24, 2013, when a third lot is aggregated, as limited by Section 142-105(b)(2), the calculation of lot coverage shall be determined by the two lots on which the house is located.~~Buildings or structures may occupy a maximum lot coverage of 35 percent of the lot area upon which the building or structure is erected through SFRRP approval, design review board or historic preservation board approval, as applicable.~~.

~~(2)~~b. *One-story structures.* One-story structures may exceed the maximum ~~35 percent~~ lot coverage noted in section 142-105(b)(1) above through staff level review and shall be subject to the setback regulations outlined in section 142-106, but in no instance shall the building footprint exceed 50 percent of the lot area. For purposes of this section, a one-story structure shall not exceed 18 feet in height for flat roof structures and 21 feet for sloped roof structures (measured to the mid-point of the slope) as measured from ~~grade.~~the minimum flood elevation. However for 5% of the lot coverage, the height may be increased up to 24 feet for a single flat roof structure or 27 feet for a single sloped roof structure (measured to the mid-point of the slope). The length of any wall associated with this higher height shall not exceed 25 feet.

~~(3)~~c. *Calculating lot coverage.* For purposes of calculating lot coverage, the footprint shall be calculated from the exterior face of exterior walls and the exterior face of exterior columns on the ground floor of all principal and accessory buildings, or portions thereof. Internal Courtyards, which are open to the sky, but which are substantially enclosed by the structure on four sides, shall be included in the lot coverage calculation. ~~However, o~~Outdoor covered areas, such as, but not limited to, loggias, covered patios, pergolas, etc., that are open on at least two sides, and not covered by an enclosed floor above, shall not be included in the lot coverage calculation.

~~(4)~~d. *Garages.* A maximum of 500 square feet of garage space shall not be counted in lot coverage if the area is limited to garage, storage and other non-habitable uses as provided through restrictive covenant and the garage conforms to the following criteria:

~~a.~~1. The garage is one story in height and not covered by any portion of enclosed floor area above. Enclosed floor area shall be as defined in section 114-1

~~b.~~2. The vehicular entrance(s) of the garage is not part of the principal facade of the main house.

~~c.~~3. The garage is constructed with a vehicular entrance(s) perpendicular to and not visible from the right-of-way, or the entrance(s) is set back a minimum of five feet from the principal facade of the main house when facing a right-of-way.

~~(5)~~e. *Nonconforming structures.* Existing single-family structures nonconforming with respect to sections 142-105 and 142-106, may be repaired, renovated, rehabilitated regardless of the cost of such repair, renovation or rehabilitation, notwithstanding the provisions of chapter 118, article IX, "Nonconformance." Should such an existing structure constructed prior to October 1, 1971, be completely destroyed due to fire or other catastrophic event, through no fault of the owner, such structure may be replaced regardless of the above noted regulations existing at the time of destruction.

f. *Demolition of architecturally significant single-family homes.* Proposed new construction that exceeds the original building footprint of a

demolished architecturally significant single-family home shall follow the provisions of section 142-108

~~(d)~~(5) *Height* ~~restriction~~exceptions. The height regulation exceptions contained in section 142-1161 shall not apply to the RS-1, 2, 3 and 4 zoning districts. The following exceptions shall apply, and unless otherwise specified in terms of height and location, shall not exceed ten feet above the roofline of the structure. In general, height exceptions that have not been developed integral to the design intent of a structure shall be located in a manner to have a minimal visual impact on predominant neighborhood view corridors as viewed from public rights-of-way and waterways.

~~(1)~~1. Chimneys and air vents, not to exceed five feet in height.

~~(2)~~2. Roof ~~D~~decks, not to exceed six inches above the main roofline and not exceeding a combined deck area of ~~50~~ 25 percent of the enclosed floor area immediately one floor below, regardless of deck height. Roof decks shall be setback a minimum of 10 feet from each side of the exterior outer walls.

~~(3)~~3. Decorative structures used only for ornamental or aesthetic purposes such as spires, domes, belfries, and covered structures, which are open on all sides, and are not intended for habitation or to extend interior habitable space. Such structures shall not exceed a combined area of 20 percent of the enclosed floor area immediately one floor below, and shall be setback a minimum of 10 feet from the perimeter of the enclosed floor below.

~~(4)~~4. Radio and television antennas.

5. Parapet walls, only when associated with a habitable roof deck, not to exceed three and one-half feet above the ~~maximum permitted~~ finished roof deck height, and set back a minimum of 10 feet from the perimeter of the enclosed floor below.

~~(5)~~6. Rooftop curbs, not to exceed one foot in height.

~~(6)~~7. ~~Stairwell and e~~Elevator bulkheads ~~in general~~ shall be located as close to the center of the roof as possible and ~~to~~ be visually recessive such that they do not become vertical extensions of exterior building elevations. ~~located directly along required setback lines. SFRRP, historic preservation board or design review board, as applicable, shall be required when the bulkhead's proximity to a property line is closer than 125 percent of the depth of the nearest setback. Depth shall be measured perpendicular from the property line.~~

~~(7)~~8. Skylights, not to exceed five feet above the main roofline.

~~(8)~~9. Air conditioning and mechanical equipment not to exceed five feet above the main roofline and ~~may~~ shall be required to be screened in order to ensure minimal visual impact as identified in the general section description above.

~~(9)~~10. Rooftop wind turbines, not to exceed ten feet above the main roofline.

(6) Exterior building and lot standards. The following shall apply to all buildings and properties in the RS-1, RS-2, RS-3, RS-4 single-family residential districts:

a. Exterior bars on entryways, doors and windows shall be prohibited on

front and side elevations, which face a street or right-of-way.

b. Adjusted grade. In no instance shall the elevation of any required yard be higher than one-half the difference between grade, as defined in section 114-1, and the minimum required flood elevation.

~~(e) *Conditional use permit.* An application for a conditional use approval for a parking lot pursuant to section 142-103 shall be subject to the following requirements:~~

~~(1) Only an at-grade, surfaced parking lot shall be permitted pursuant to this subsection. A parking structure, building or garage shall not be permitted.~~

~~(2) An application for a parking lot submitted pursuant to this subsection shall be subject to the design review procedures, requirements and criteria and the landscape requirements and criteria as set forth in chapter 118, article VI, and section 134-6, respectively. These review criteria are in addition to the required conditional use procedures and criteria set forth in chapter 118, article IV.~~

~~(3) For purposes of this subsection only, a parking lot within the RS-4 district shall not exceed 10,000 square feet in area and 65 feet in width, inclusive of all paved and landscaped areas.~~

~~(4) Permanent surfaces of a parking lot reviewed pursuant to this subsection shall meet the following minimum setbacks:~~

~~a. Front yard: 20 feet.~~

~~b. Side yard, interior: a side yard immediately adjacent to the RS-4 district, ten feet; otherwise zero feet.~~

~~c. Rear yard: five feet.~~

~~(5) No variances shall be granted from the requirements of this subsection.~~

SECTION 2. That Section 142-106, "Setback requirements for a single-family detached dwelling", is hereby amended as follows:

The setback requirements for a single-family detached dwelling in the RS-1, RS-2, RS-3, RS-4 single-family residential districts are as follows:

(1) *Front yards:* The minimum front yard setback requirement for these districts shall be 20 feet.

a. One-story structures may be located at the minimum front yard setback line.

b. The second floor of ~~T~~two-story structures ~~or the second floor~~ shall be set back a minimum of ten additional feet from the required front yard setback line.

c. Up to 50 percent of the developable width of the second floor may encroach forward to the 20-foot setback line through staff level review. Portions that encroach forward in excess of 50 percent shall require ~~SFRRP,~~ historic preservation board, or design review board approval, ~~as applicable~~, in accordance with the applicable design review or appropriateness criteria.

~~c.~~d. At least 35 percent of the required front yard area shall be sodded or landscaped pervious open space. With the exception of driveways and

paths leading to the building, paving may not extend any closer than five feet to the front of the building.

(2) *Side yards:*

a. The sum of the required side yards shall be at least 25 percent of the lot width.

b. Side, facing a street. Each required side yard facing a street shall be no less than ten percent of the lot width or 15 feet, whichever is greater. Also, at least 35 percent of the required side yard area facing a street shall be sodded or landscaped pervious open space. With the exception of driveways and paths leading to the building, paving may not extend any closer than five feet to the front of the building.

c. Interior sides. Any one interior side yard shall have a minimum of ten percent of the lot width or seven and one-half feet, whichever is greater.

d. Two-story side elevations located ~~in proximity to a~~ parallel to a side property line shall not exceed ~~50~~ 40 percent of the lot depth, or ~~80~~ 60 feet, whichever is less, without incorporating additional open space, in excess of the minimum required side yard, directly adjacent to the required side yard. The additional open space shall be regular in shape, open to the sky from grade, and at least eight feet in depth, measured perpendicular from the minimum required side setback line. The square footage of the additional open space shall not be less than one percent of the lot area. ~~The threshold of the proximity shall be equal to or less than 150 percent of the width of the required side yard setback.~~ The intent of this regulation shall be to break up long expanses of uninterrupted two-story volume at or near the required side yard setback line and exception from this provision may be granted only through ~~SFRRP~~, historic preservation board, or design review board approval, as applicable, ~~-~~ in accordance with the applicable design review or appropriateness criteria.

e. Nonconforming yards.

1. If ~~the~~ a single-family structure is renovated in excess of 50 percent of the value determination, as determined by the building official pursuant to the standards set forth in the Florida Building Code, any new construction in connection with the renovation shall meet ~~the~~ all setback regulations existing at the time, unless otherwise exempted under chapter 118, article IX of these Land Development Regulations..

2. When an existing single-family structure is being renovated less than 50 percent of the value determination, as prescribed by the building official pursuant to the standards set forth in the Florida Building Code, and the sum of the side yards is less than 25 percent of the lot width, any new construction, whether attached or detached, including additions, may retain the existing sum of the side yards, provided that the sum of the side yards is not decreased.

~~1.~~3. When an existing single-family structure is being renovated less than 50 percent of the value determination, as prescribed by the building

official pursuant to the standards set forth in the Florida Building Code, and has a nonconforming interior side yard setback of at least five feet, the interior sideyard setback of new construction in connection with the existing building may be allowed to follow the existing building lines.The maintenance of ~~the~~ this nonconforming interior side yard setback shall apply to the construction of a second floor addition to single-family homes constructed prior to September 6, 2006, and to the linear extension of a single story building, as long as the addition does not exceed 18 feet in height for a flat roof structure and 21 feet for a sloped roof structure (measured to the mid-point of the slope), as measured from the minimum flood elevation ~~grade.~~ If the linear extension is two-stories, the second floor shall meet the minimum required yards and the recessed area created by this setback shall not be accessible or habitable. Notwithstanding the foregoing, if an existing interior side yard is less than five feet, the minimum side yard for any new construction or addition on that side shall be ten percent of the lot width or seven and one-half feet, whichever is greater.~~This shall also apply to the construction of a second floor addition to single-family homes constructed as of (the effective date of this ordinance). The construction of a ground floor addition of more than one story shall follow the required setbacks~~.

(3) *Rear:* The rear setback requirement shall be 15 percent of the lot depth, 20 feet minimum, 50 feet maximum. At least 70 percent of the required rear yard shall be sodded or landscaped pervious open space; the water portion of a swimming pool may count toward this requirement.

SECTION 3. EXCEPTIONS.

This ordinance shall not apply to:

1. Anyone who filed an application for development approval with the Planning Department or for permit with the Building Department on or before July 17, 2013; or
2. Anyone who purchased property within the three months prior to July 17, 2013; or
3. Anyone who entered into a contract to purchase property with a deposit in escrow prior to July 17, 2013; or
4. Anyone who establishes equitable estoppel as stated in Florida case law as proven by affidavit and documentation, evidencing the expenditure of funds prior to July 17, 2013 for development of the property, to the satisfaction of the City Attorney; or
5. Anyone who establishes equitable estoppel as provided in City Code Section 118-168, by obtaining a building permit or Design Review Board approval prior to zoning in progress or City Commission adoption of this Ordinance

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 5. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12/3/13
Date

First Reading: January 15, 2014
Second Reading: February __, 2014

Verified by: _____
Richard Lorber, AICP
Acting Planning Director

Underscore denotes new language
12/02/2013

T:\AGENDA\2013\December 11\Oversized Single Family Homes - ORD 1st read.docx

Condensed Title:

First Reading to consider an Ordinance Amendment, modifying the single family development regulations in order to create more substantial and tangible incentives for the retention of architecturally significant single family homes.

Key Intended Outcome Supported:

Increase satisfaction with neighborhood character. Increase satisfaction with development and growth management across the City.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING

The proposed Ordinance expands the incentives for the retention of existing Architecturally Significant single family homes. The increased height, increased lot coverage, and increased unit size allowances proposed as part of this Ordinance would only be afforded to those properties that have retained an architecturally significant home.

The Administration recommends that the City Commission Open and Continue First Reading of the subject Ordinance to a date certain of January 15, 2014.

Advisory Board Recommendation:

On September 23, 2013, the Land Use and Development Committee reviewed the Ordinance; however no action was taken.

On October 29, 2013, the Planning Board transmitted the subject Ordinance to the City Commission with a favorable recommendation by a vote of 6-1 (Jon Beloff Opposed).

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have any tangible fiscal impact.

City Clerk's Office Legislative Tracking:

Richard Lorber or Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

FIRST READING

SUBJECT: **Architecturally Significant SF Home Incentives**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 2, "SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY REVISING THE STANDARDS AND REVIEW REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND MODIFICATIONS TO PROPERTIES THAT CONTAIN AN ARCHITECTURALLY SIGNIFICANT SINGLE FAMILY HOME NOT LOCATED WITHIN A DESIGNATED HISTORIC DISTRICT; PROVIDING FOR REPEALER; CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Open and Continue First Reading of the subject Ordinance to a date certain of January 15, 2014.

BACKGROUND

On December 12, 2012, the City Commission referred a discussion item to the Land Use and Development Committee, pertaining to amendments that would create additional protections from total demolition of architecturally significant single family homes. On February 13, 2013, the Land Use Committee discussed this matter and concluded that an incentive based approach for retaining architecturally significant single family homes would be the best approach, and directed staff to come back to the committee with an Ordinance.

On June 12, 2013 the Ordinance was referred to the Planning Board, and the need for public workshops and outreach was expressed.

The Planning Department arranged focus group meetings with various stakeholder groups; a summary of these meetings is attached. It is important to note that the comments provided refer both to this proposed Ordinance amendment as well as for the companion Ordinance amendment entitled 'Oversized Single Family Homes'.

While many expressed concerns with the existing penalties to lot coverage associated with the demolition of an architecturally significant home, most agreed that incentives for the retention of architecturally significant homes are warranted, as long the additions are not so large that they overwhelm the original home.

On September 23, 2013, the Land Use Committee reviewed the proposed Ordinance amendment, and recommended that the Ordinance not be approved in the manner presented to it.

ANALYSIS

The DRB review of new construction where architecturally significant homes are proposed to be demolished has been highly successful in ensuring the successful integration of new construction within the established scale, character and context of existing single family residential neighborhoods. However, over the past few years, staff has noted an increase in the number of total demolition requests for architecturally significant single family homes. This year alone, demolition requests for 25 pre-1942 architecturally significant homes have been submitted to the Design Review Board (through October). In 2012 there were 20 requests for total demolition and new construction, while only 21 such requests were submitted over the 7 year period from 2005 thru 2011, as shown below:

Year:	2013	2012	2011	2010	2009	2008	2007	2006	2005
Total Demolition proposed:	25*	20	3	4	0	5	1	4	4

* 25 including pending applications through October 2013.

As more and more of the homes that define very large and significant portions of the City are lost, the character, identity and brand that makes Miami Beach a very special place could be affected. As indicated previously, there are different methods to address this policy issue. One is to evaluate and consider the historic designation of single family districts. This particular option, though, is highly time consuming and would require months, if not years, of study, discussion and resources, simply given the quantity of single family homes that would likely be eligible for designation.

Another alternative to address the increase in demolition requests for architecturally significant homes is through the design and development process. Currently, section 142-108 of the City Code, which governs the review procedures for new construction on properties containing architecturally significant homes, provides some limited incentives for retaining such homes. Through 2011, these incentives seemed to be adequate; however, as has been evidenced by the spike in demolition requests for architecturally significant homes in 2012 and 2013, more is needed in order to encourage the retention of these homes.

In this regard, revisions to Section 142-108(g) of the code have been endorsed by the Planning Board, in order to create more substantial and tangible incentives for the retention of architecturally significant single family homes. Additionally, the previously proposed penalties and disincentives have been removed, while the original sliding scale of lot coverage restrictions has been retained. Staff and the planning Board have concluded, after carefully evaluating all of the comments and feedback from the various stakeholders, that a primarily incentives based approach is the most tangible option for encouraging the retention of the most significant single family homes in the City.

In this regard, a number of issues are impacting the ability of single family property owners to renovate exsiting, older homes; these include:

- Sea Level Rise
- FEMA Mandated Minimum Flood Elevation Requirements
- The Ability to Obtain Flood Insurance
- The Structural Conditions of Some Older Homes

While the Administration is highly supportive of, and will continue to encourage the retention and

renovation of architecturally significant homes, we have concluded that owners of older homes should not be penalized for proposing to build a new home. The proposed Ordinance, in concert with the recently adopted 'Oversized Homes Ordiance' sets a number of limits on new construction, which will translate into more compatible and context sensitive new construction in the City's single family districts. The requirement for Design Review Board (DRB) review of new homes on lots where a pre-1942 home is proposed to be demolished will remain in place, as will the sliding scale for lot coverage requirements.

The following is a summary and comparison of the Current Code and the Proposed Ordinance:

Lot Coverage (2 Story Home)
Current Code:

- Maximum 35% at Staff Level when Architecturally Significant home is retained.
- Sliding Scale based on lot size when Architecturally Significant home is demolished:
  - For lots 10,000 square feet or less the max lot coverage is 30%.
  - For lots 10,000 - 25,000 square feet the max lot coverage is 25%.
  - For lots greater than 25,000 square feet the max lot coverage is 15%.
- DRB can waive above noted lot coverage restrictions and allow up to 35%

Proposed Ordinance:

- Maximum 40% at Staff Level when Architecturally Significant home is retained
- Sliding Scale based on lot size when Architecturally Significant home is demolished:
  - For lots 10,000 square feet or less the max lot coverage is 30%.
  - For lots 10,000 - 25,000 square feet the max lot coverage is 25%.
  - For lots greater than 25,000 square feet the max lot coverage is 15%; however the DRB/HPB would be able to waive this 15% lot coverage requirement, not to exceed 25%, if, in addition to complying with the existing demolition criteria, the layout and mass of the proposed replacement structure demonstrates a high level of compatibility with the established building context within the immediate area.

Note: Planning Staff recommended that this DRB/HPB lot coverage waiver be allowed for lots greater than 10,000 square feet, up to 30% lot coverage, which is permitted by code.

Lot Coverage (1 Story Home)
Current Code:

- Maximum 35% at DRB if Architecturally Significant Home is demolished.
- Maximum 50% at Staff Level if Architecturally Significant Home is retained.

Proposed Ordinance:

- Maximum 50% at Staff Level if Architecturally Significant Home is retained.
- Maximum 35% at DRB if Architecturally Significant Home is demolished; DRB can increase to 50%

Unit Size:
Current Code:

- Maximum 70% at DRB for ALL Districts (RS-1, 2, 3 & 4)
- Maximum 50% at Staff Level for ALL Districts (RS-1, 2, 3 & 4)

Proposed Ordinance

- The maximum unit size is 60% at Staff Level when an Architecturally Significant home is retained.

- The maximum unit size is 50% if an Architecturally Significant home is demolished; the DRB would not have the authority to increase the unit size beyond 50%.

Height

Current Code (2 Stories Maximum):

- Max Height of 25' for lots 60 feet in width or less at Staff Level.
- Max Height of 30' for lots greater than 60 feet in width at Staff Level.
- Max Height of 50% of lot width (up to 33 feet) at DRB/HPB.

Proposed Ordinance (2 Stories Maximum):

- When an architecturally significant home is retained, the following shall apply at Staff Level:
  - Ground level additions (not roof-top additions), zoned RS-4 with a minimum lot width of 60 feet, or zoned RS-3, may be increased up to 26 feet for a flat roof structure and 29 feet for a sloped roof structure for up to 10% of the property's lot coverage;
  - Properties zoned RS-1 and RS-2 may be increased up to 30 feet for a flat roofed structure and 33 feet for a sloped roof structure for up to 10 % of the property's lot coverage.

Setbacks

Current Code:

- The 2nd floor of a home (addition or new construction) must be setback an additional 10' from the minimum front setback; this requirement can only be waived by the DRB.
- Ground floor additions of more than one floor must follow the minimum side yard setback requirements.

Proposed Ordinance:

- When an Architecturally Significant home is retained, the second floor may encroach forward to the 20-foot front setback line, subject to staff approval.
- When an Architecturally Significant home is retained, the construction of a ground floor addition of more than one story shall be allowed to follow the existing interior building lines, provided a minimum side setback of 5' is met, subject to staff approval.
- When an Architecturally Significant home is retained, habitable additions to, as well as the relocation of, architecturally significant homes, may project into a required rear or side yard for a distance not to exceed 25 percent of the required yard, up to the following maximum projections:
  i. Interior side yard: 5'
  ii. Street side yard: 7'-6"
  iii Rear yard: 15'

Interior Side Courtyards

Current Code:

- The maximum length of a structure without mandatory vertical breaks is 50 percent of the lot depth or 80 feet, whichever is less.
- This requirement can be waived by the DRB.

Proposed Ordinance:

- The minimum courtyard requirements may be waived at the administrative level when an Architecturally Significant home is retained.

Permit Fees

- It has been determined that the City does not have the legal authority to waive or reduce

building permit fees.

- This provision would be modified to only be applicable to planning and public works department fees associated with the retention of an architecturally significant home.

In addition to the aforementioned incentives, clean-up text changes to section 142-108 have also been included, pertaining to how the date of construction is determined, and exemptions for non-architecturally significant accessory structures.

Finally, in order to incentivize the voluntary recognition of Architecturally Significant homes built before 1966, language has been included that would extend the applicability of the above noted proposals to single family homes constructed prior to 1966. This would occur only when the owner of a home constructed between 1942 and 1966 voluntarily seeks a determination of Architectural Significance and where such home is determined to be Architecturally Significant in accordance with the applicable criteria in Section 142-108(a).

While the proposed Ordinance would not prohibit an application for total demolition, it does create tangible incentives for the retention of existing Architecturally Significant single family homes. The increased height, increased lot coverage, and increased unit size allowances proposed as part of this Ordinance would only be afforded to those properties that have retained an architecturally significant home.

Staff would also note that a number of variance applications have been recently approved, which were predicated by the retention of an architecturally significant home. This illustrates that there is still a desire to retain and preserve existing single family architecture in the City. If adopted, the proposed Ordinance would eliminate the need for most of these types of variances in the future, and would provide a tangible incentive for homeowners to contemplate the retention of an older home, as opposed to the demolition.

PLANNING BOARD REVIEW

The Planning Board reviewed the subject Ordinance on October 29, 2013, and transmitted it to the City Commission with a favorable recommendation by a vote of 6 to 1 (Jon Beloff Opposed).

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have any tangible fiscal impact.

CONCLUSION

The Administration recommends that the City Commission Open and Continue First Reading of the subject Ordinance to a date certain of January 15, 2014.

JLM/JMJ/RGL/TRM
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COMMISSION MEMORANDUM

SUBJECT: ARCHITECTURALLY SIGNIFICANT SF INCENTIVES
Focus group and public meetings summary of comments

Focus group meeting with architects (Aug. 21):

- Unit size should be limited to 50% and ability for the DRB to grant higher unit size should be eliminated.
- Heights should be measured from the flood elevation. 28' feet is a reasonable height limit for sloped roof structures and may be lower for a flat roof.
- The height of stairwell and elevator bulkheads should be reduced or eliminated.
- The extent of roof terraces are a problem; increased setbacks and reductions of roof top decks would help address privacy concerns of neighbors.
- Lot coverage requirements are too restrictive even in the current code and will be more burdensome as proposed. 30% lot coverage should be allowed regardless of lot size or the existence of an architecturally significant home.
- Allowances should be made for a higher lot coverage for a predominately single story home. The second floor could be limited to a small percentage of the first floor.

Focus group meeting with Attorneys/Developers (Aug. 28th):

- The cost of flood insurance is a burden to maintain homes below flood elevation.
- DRB should have the authority to waive flood plain requirements.
- Requiring new homes to take into account the established building context is too vague and needs to be further evaluated and defined.
- Removing stairwell exceptions above the maximum height is reasonable, and allowing a small elevator for accessibility issues to access a roof deck, and located at the center of the home should be allowed, but may be something that is reviewed under the variance process.
- Additional requirements to break up the mass of side elevations may be warranted.
- The City needs to address the desired built context.
- Limiting unit size to 50% of the lot area is reasonable with no ability for the DRB to grant a greater unit size.
- Rather than a one size fits all approach, RS-1 and RS-2 (larger lot sizes), may warrant different regulations compared to RS-4 and RS-4 zoning (smaller lot sizes).

Focus group meeting with Homeowners and Realtors (Sept. 3rd and 4th)

- Additional setbacks at second floor needed (on front as well as side elevations).
- The same rules should apply to all houses.
- Many of the larger offensive homes are from the 80s, and there have been horrific additions to pre-1942 homes.
- Lot coverage restrictions are too strict.
- Disincentives should be removed and only incentives should be offered.
- Articulation is critical.
- Flood elevation should be the base level for height measurements.

- Knowing the rules is the most important and ambiguous rules are a problem.
- 26'-28' is an acceptable height for a flat roof structure (above flood).
- Roof terraces are not used and should be eliminated or greatly reduced. They are a source of noise problems and parties and should be banned. The ability of a roof deck should only be allowed for a homeowner that is renovating an existing home as an incentive. Additional setbacks for roof decks are needed.
- Highest height could be limited to a certain percentage in the center.
- Create a maximum height and average height limitation – with limits on side elevations
- The issue of contextual zoning needs to be clarified and better defined.
- Accessory structures and their setbacks are a problem
- Elevations of sideyards and rear yards need to be addressed (people want to have their pool deck at the same elevated height as their interior and should be allowed to have this).
- An architectural survey of all homes is needed in order to clarify whether or not a homes are architecturally significant.

Focus group meeting with Preservationists (Sept. 9th):

- New home construction, regardless of the age or significance of the existing home should follow the same guidelines for lot coverage and new construction.
- New construction should fit within the existing neighborhood.
- Lot coverage for new construction should be reduced, with a sliding scale based upon the size of the lot (ranging from 30% for the smaller lots to 15% for larger lots).
- Unit sizes should also be reduced and proportional based on the size of the lot (ranging from 36 % for smaller lots to 30% for larger lots). These numbers are based on a review of existing home sizes, whereby the above numbers were calculated as exceeding 75% of the existing home unit sizes.
- Higher allowances for lot coverage and unit size should be allowed as an incentive to retain an architecturally significant home.
- Heights should be measured from flood elevation. 23 feet for lots less than 60' in width for a flat roof and 26 feet for a sloped roof, and should not be increased by the DRB.
- Roof decks should be eliminated where the width of the front property line is less than 150 feet wide.
- Roof decks could be offered as an incentive to retain a home when the lot size is greater than 50 feet, with a limitation of 250 square feet, with limitations on structures allowed above the roof line.

In addition to these focus group meetings, public meetings were held on September 3, 2013 with the Design Review Board and on September 10, 2013 with the Historic Preservation Board.

Design Review Board Discussion (including Board and public comment- Sept. 3rd):

- We are a young city and need to preserve our history.
- Concerns were expressed with the size and placement of homes.
- New Construction should be compatible with existing homes.
- Lot coverage is punitive and DRB should be able to grant more lot coverage.
- Historic Preservation should be balanced by individual property rights.
- Garages and roof decks should be counted in the unit size.
- Need to identify how a home gets to the point where it is no longer repairable.
- Need better incentives to restore a property.
- Guidelines are not tight enough and too vague.
- Tax breaks are too minimal and need to give homeowners a reason to improve.
- Larger lots should have a smaller house

- Incentives are great but need more regulations on the sides and rear of homes.
- Second floor should be a percentage of the first floor.
- Roof-top decks are a problem

Historic Preservation Board Discussion (incl. Board and public comment – Sept. 10th):

- New regulations should be compared to existing homes that are considered overbuilt to see if there would be any change vs. the new regulations. The new regulations may not be good enough.
- Possible demolition of significant homes should be in the hands of the HPB and not the DRB.
- Incentives are not great, but there is no real substance.
- Need to understand the dynamic that is causing demolition.
- Just because a building was built in the 20's or 30's does not mean it needs to be preserved.
- The HPB does not have the legal power to legislate on these items. Tax incentives do not belong before the HPB.
- Demolition has increased because there has been a pent-up demand in the real estate market and it should not be a cause for alarm.
- Older homes were part-time vacation homes and don't satisfy current needs.
- Should look to the Coral Gables model to preserve significant homes.

Land Use and Development Committee Workshop – September 23, 2013

- Older homes were part-time vacation homes and don't satisfy current needs.
- Should look to the Coral Gables model to preserve significant homes.
- Emmanuel Sebag – agree on objectives. Rules do not promote good architecture. Too much uncertainties in current code. Concerns with proposals on massing, heights.
- Julian Johnston – Preserving an existing home built in 1926
- Kathy Burman – Parents are longtime residents. Concerned with trying to sell existing home, and impact that the demolition moratorium has had on the ability to sell.
- Gordon Loader – Proposed amendments should be implemented quickly.
- Jo Manning – Discusses issue of government regulation and property rights. Supports proposed regulations, as they will further compatibility.
- Daniel Ciraldo - Discusses the built environment. Supports compromise proposal before the LUDC.
- Kent Robins – Proposed regulations are conservative. Believes purpose of ordinance is to protect current property owners values.
- Terry Beinstock – Discusses importance of neighborhoods.
- Jaimie Rubinson – Concerned with details of the Ordinance. Specifically, issue of lot sizes and what was original vs. what is on the site. Importance of emphasizing that size of existing house can be replicated. Also has a concern with large, incompatible additions to original homes.
- Nelson Gonzalez – Believes ordinance needs a lot of fine tuning.
- Gary Appel – Believes there are good incentives in the Ordinance. For own has retention and addition required a lot of variances. Ordnances would remove that burden for retention of homes. SF neighborhoods are different. Protection of QOL of neighborhood important.
- Michael Larkin – Lack of homeowner outreach. Believes most homeowners do not know about 'property rights' being diminished. Also addresses issue of flood insurance subsidies. On architecturally significant criteria, believes that criteria should be fine-tuned as current criteria too broad. Also has issue with compatibility criteria of 375 feet.

- Catherine Rodstein – Has a 1938, 1 story home (spent over 300k enhancing). Now has 2 large modern hoses flanking her. Concerned with the incompatibility of new homes with established context. Appropriate determination for new homes is the ratio to the remainder of its surroundings
- Darren Tansy – Lives in a 1938 home and would not tear it down by his choice.
- Dora Puig – Pre-1942 home owner, very happy with home but has a concern with the impact of the ordinance on the re-sale value of the home. Also believes compatibility issue is affected by FEMA requirements.
- George Helvecki – Owns a Pre-1942 home and concerned about disincentives.
- Danny Hertzberg – Believes changes are an overreaction and that they have already impacted the real estate market across the board for 'tear down' homes. Also concerned with previous homes being 'substantially re-introduced.
- Jill Hertzberg – Notes that she was born and raised in Miami Beach and promotes the City on a daily basis. Also notes that no City gets the same dollar per sq ft that Miami Beach does.
- Peter Luria – Lives in a pre-1942 home, but the proposed ordinance is not necessary. Suggests that oversized homes should be integrated into the discussion.
- Joel Simmons – Reads a letter from a prospective home owner regarding a pre-1942 home and the impact of the ordinance on the new home proposed for property.

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COMMISSION MEMORANDUM

SUBJECT: ARCHITECTURALLY SIGNIFICANT SF HOME RETENTION INCENTIVES
Bullet Point Summary

Lot Coverage (2 Story Home)
Current Code:

- Maximum 35% at Staff Level when Architecturally Significant home is retained.
- Sliding Scale based on lot size when Architecturally Significant home is demolished:
  - For lots 10,000 square feet or less the max lot coverage is 30%.
  - For lots 10,000 - 25,000 square feet the max lot coverage is 25%.
  - For lots greater than 25,000 square feet the max lot coverage is 15%.
- DRB can waive above noted lot coverage restrictions and allow up to 35%

Proposed Ordinance:

- Maximum 40% at Staff Level when Architecturally Significant home is retained
- Sliding Scale based on lot size when Architecturally Significant home is demolished:
  - For lots 10,000 square feet or less the max lot coverage is 30%.
  - For lots 10,000 - 25,000 square feet the max lot coverage is 25%.
  - For lots greater than 25,000 square feet the max lot coverage is 15%; however the DRB can waive the 15% lot coverage requirement, not to exceed 25%, if, in addition to complying with the existing demolition criteria, the layout and mass of the proposed replacement structure demonstrates a high level of compatibility with the established building context within the immediate area.

Note: Planning Staff recommended that the DRB/HPB lot coverage waiver be allowed for lots greater than 10,000 square feet, up to 30% lot coverage.

Lot Coverage (1 Story Home)
Current Code:

- Maximum 35% at DRB if Architecturally Significant Home is demolished.
- Maximum 50% at Staff Level if Architecturally Significant Home is retained.

Proposed Ordinance:

- Maximum 50% of the lot area

Unit Size:
Current Code:

- Maximum 70% at DRB for ALL Districts (RS-1, 2, 3 & 4)
- Maximum 50% at Staff Level for ALL Districts (RS-1, 2, 3 & 4)

Proposed Ordinance

- The maximum unit size is 60% at Staff Level when an Architecturally Significant home is retained.
- The maximum unit size is 50% if an Architecturally Significant home is demolished; the DRB would not have the authority to increase the unit size beyond 50%.

Height

Current Code (2 Stories Maximum):

- Maximum Height is measured from 'Grade' (sidewalk elevation).
- Max Height of 25' for lots 60 feet in width or less at Staff Level.
- Max Height of 30' for lots greater than 60 feet in width at Staff Level.
- Max Height of 50% of lot width (up to 33 feet) at DRB/HPB.

Proposed Ordinance (2 Stories Maximum):

- Maximum Height is measured from 'Minimum Flood Elevation'.
- Max Height of 28' for flat roof structures and 31 feet for sloped roof structures (measured to the mid-point) in RS-1 & RS-2 at Staff Level.
- Max Height of 24' for flat roof structures and 27 feet for sloped roof structures (measured to the mid-point) in RS-3 & RS-4 at Staff Level.
- No DRB increase
- When an architecturally significant home is retained, the following shall apply at Staff Level:
    - Ground level additions (not roof-top additions), zoned RS-4 with a minimum lot width of 60 feet, or zoned RS-3, may be increased up to 26 feet for a flat roof structure and 29 feet for a sloped roof structure for up to 10% of the property's lot coverage;
    - Properties zoned RS-1 and RS-2 may be increased up to 30 feet for a flat roofed structure and 33 feet for a sloped roof structure for up to 10 % of the property's lot coverage.

Setbacks

Current Code:

- The 2nd floor of a home (addition or new construction) must be setback an additional 10' from the minimum front setback; this requirement can only be waived by the DRB.
- Ground floor additions of more than one floor must follow the minimum side yard setback requirements.

Proposed Ordinance:

- When an Architecturally Significant home is retained, the second floor may encroach forward to the 20-foot front setback line, subject to staff approval.
- When an Architecturally Significant home is retained, the construction of a ground floor addition of more than one story shall be allowed to follow the existing interior building lines, provided a minimum side setback of 5' is met, subject to staff approval.
- When an Architecturally Significant home is retained, habitable additions to, as well as the relocation of, architecturally significant homes, may project into a required rear or side yard for a distance not to exceed 25 percent of the required yard, up to the following maximum projections:
  i. Interior side yard: 5'
  ii. Street side yard: 7'-6"
  iii Rear yard: 15'
- In those instances where an Architecturally Significant home is demolished, new two-story structures, or the second floor, must be setback ten additional feet from both the required front and rear yard setback lines. Only 50 percent of the developable width of the second floor may encroach forward to the minimum front and/or rear setback lines, at the discretion of the DRB.

Interior Side Courtyards

Current Code:

- The maximum length of a structure without mandatory vertical breaks is 50 percent of the lot depth or 80 feet, whichever is less.
- This requirement can be waived by the DRB.

Proposed Ordinance:

- The minimum courtyard requirements may be waived at the administrative level when an Architecturally Significant home is retained.

Permit Fees

- It has been determined that the City does not have the legal authority to waive or reduce building permit fees.
- This provision would be modified to only be applicable to planning and public works department fees associated with the retention of an architecturally significant home.

Mimo Voluntary Incentives

- The applicability of the above noted proposals would be extended to single family home constructed prior to 1966, on a voluntary basis.
- This would occur only when the owner of a home constructed between 1942 and 1966 voluntarily seeks a determination of Architectural Significance and where such home is determined to be Architecturally Significant in accordance with the applicable criteria in Section 142-108(a).

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ARCHITECTURALLY SIGNIFICANT SINGLE FAMILY HOME RETENTION INCENTIVES

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 2, "SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY REVISING THE STANDARDS AND REVIEW REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND MODIFICATIONS TO PROPERTIES THAT CONTAIN AN ARCHITECTURALLY SIGNIFICANT SINGLE FAMILY HOME NOT LOCATED WITHIN A DESIGNATED HISTORIC DISTRICT; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach (City) places a strong emphasis on the retention and preservation of existing, architecturally significant single family homes; and

WHEREAS, the Mayor and City Commission have deemed it in the best interest and welfare of the City to adopt revised requirements, standards and procedures for the review of new construction, additions and modifications to Architecturally Significant single family homes located outside of a designated historic district; and

WHEREAS, the Mayor and City Commission deem it appropriate to incentivize the retention of Architecturally Significant single family homes, in order to acknowledge, protect and preserve the significant architectural history, existing building scale, and unique character of the single family residential neighborhoods in Miami Beach; and

WHEREAS, the City of Miami Beach Historic Preservation, Design Review and Planning Boards strongly endorse the proposed amendments to the Single Family Residential Districts Section of the Code; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

SECTION 1. That Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 2, "Single Family Residential Districts," of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

DIVISION 2. RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS

* * *

Sec. 142-108. - Provisions for the demolition of single-family homes located outside of historic districts.

(a) *Criteria for the Demolition of an Architecturally Significant Home*. Pursuant to a request for a permit for partial or total demolition of a home constructed prior to 1942, the planning director, or designee, shall, or independently may, make a determination whether the home is architecturally significant according to the following criteria:

(1) The subject structure is characteristic of a specific architectural style constructed in the city prior to 1942, including, but not limited to Vernacular, Mediterranean Revival, Art Deco, Streamline Moderne, or variations thereof;

(2) The exterior of the structure is recognizable as an example of its style and/or period, and its architectural design integrity has not been modified in a manner that cannot be reversed without unreasonable expense.

(3) Significant exterior architectural characteristics, features, or details of the subject structure remain intact.

(4) The subject structure embodies the scale, character and massing of the built context of its immediate area.

The date of construction shall be the date on which the original building permit for the existing structure was issued, according to the City of Miami Beach Building Permit Records. If no City Building Permit Record exists, the date of construction shall be as determined by the Miami-Dade County Property Appraiser.

All requests for a determination as to the architectural significance of any single-family home constructed prior to 1942 shall be in writing, signed by the property owner, stating specifically the reasons asserted for the requested determination and shall include a copy of the building card, current color photos of the home, and any microfilm on record, and two sets of mailing labels, with the names and addresses of all property owners of land located within 375 feet of the exterior boundary of the subject property, and an original certified letter stating that the ownership list and mailing labels are a complete and accurate representation of the real property and property owners within 375 feet of the subject property; such letter must be dated and give the address of the subject property and its legal description, subdivision and plat book number and page and state the source for this information. Within five days of the receipt of a request, the planning department shall post a notice on the subject site and notice shall be given by mail to the owners of record of land lying within 375 feet of the property; the mail notification requirement shall be the responsibility of the applicant and must be completed within three days of the receipt of the notice. Within ten days of posting the notice, interested persons may submit information to the planning director to take into consideration in evaluating the request. The director shall file the decision with the city clerk.

(b) *Appeals.* The applicant or any property owner within 375 feet of the subject single-family home may appeal the decision of the planning director, or designee, which shall bear the

presumption of correctness, pertaining to the architectural significance of a single-family home, within ten days of the rendering of such decision. No demolition permit may be issued within any appeal period, and if an appeal is filed, while the appeal is pending. The appeal shall be in writing, shall set forth the factual, technical, architectural, historic and legal bases for the appeal, and shall be to the design review board (DRB).

(c) *[Pre-application conference.]* An applicant may have a pre-application conference with the planning director, or designee, prior to the submission of a request or an application to discuss any aspect of this section. Such pre-application conference and any statements by the planning director, or designee, shall not create any waiver of, or estoppel on, the requirements of, or any determination to be made, under this section.

(d) *Total demolition procedures for a pre-1942 home.*

(1) A building permit for the total demolition of any single-family home constructed prior to 1942 shall only be issued following the final determination (after the expiration of time or exhaustion of all appeals) by the planning director, or designee, or the DRB, that the subject structure is not an architecturally significant home. A property owner may proceed directly to the DRB, pursuant to subsection 142-108(g); in this instance, a demolition permit shall not be issued until a full building permit for new construction has been issued.

(2) A request for such determination by the planning director, or designee, shall be processed by the planning department within ten business days of its submission.

(3) In the event the planning director, or designee, determines that a single-family home constructed prior to 1942 is architecturally significant, a demolition permit shall require the review of the DRB. The DRB shall explore with the property owner reasonable alternatives to demolition such as, but not limited to, reducing the cost of renovations, minimizing the impact of meeting flood elevation requirements, and designating the property as an historic structure or site. The DRB shall not have the authority to deny a request for demolition.

(e) *Partial demolition procedures for an architecturally significant home.*

(1) A building permit for partial demolition to accommodate additions or modifications to the exterior of any architecturally significant single-family home constructed prior to 1942 shall be issued only upon the prior final approval by the planning director, or designee, unless appealed as provided in subsection (3) below. A property owner may decide to proceed directly to the DRB, pursuant to subsection 142-108(g), or agree to have the partial demolition reviewed and approved by staff, pursuant to subsection 142-108(e)(4); in either instance, a demolition permit shall not be issued until a full building permit for new construction has been issued.

(2) An application for such approval shall be processed by the planning department, as part of the building permit process.

(3) An appeal of any decision of the planning department on such applications shall be limited to the applicant, shall be in writing, shall set forth the factual and legal bases for the appeal, and shall be to the DRB.

(4) Review of applications for partial demolition shall be limited to the actual portion of the structure that is proposed to be modified, demolished or altered. Repairs, demolition, alterations and improvements defined below shall be subject to the review and approval of the staff of the design review board. Such repairs, alterations and improvements include the following:

a. Ground level additions to existing structures, not to exceed two stories in height, which do not substantially impact the architectural scale, character and design of the existing structure, when viewed from the public right-of-way, any waterfront or public parks, and provided such ground level additions

1. Do not require the demolition or alteration of architecturally significant portions of a building or structure;
2. Are designed, sited and massed in a manner that is sensitive to and compatible with the existing structure; and
3. Are compatible with the as-built scale and character of the surrounding single-family residential neighborhood.

b. Roof-top additions to existing structures, as applicable under the maximum height requirements specified in Chapter 142 of these Land Development Regulations, which do not substantially impact the architectural scale, character and design of the existing structure, when viewed from the public right-of-way, any waterfront or public parks, and provided such roof-top additions:

1. Do not require the demolition or alteration of architecturally significant portions of a building or structure;
2. Are designed, sited and massed in a manner that is sensitive to and compatible with the existing structure; and
3. Are compatible with the as-built scale and character of the surrounding single-family residential neighborhood.

c. Replacement of windows, doors, roof tiles, and similar exterior features or the approval of awnings, canopies, exterior surface colors, storm shutters and exterior surface finishes, provided the general design, scale, massing, arrangement, texture, material and color of such alterations and/or improvements are compatible with the as-built scale and character of the subject home and the surrounding single-family residential neighborhood. Demolition associated with facade and building restorations shall be permitted, consistent with historic documentation.

d. Facade and building restorations, which are consistent with historic documentation, provided the degree of demolition proposed is not

substantial or significant and does not require the demolition or alteration of architecturally significant portions of a building or structure.

e. Demolition and alterations to address accessibility, life safety, mechanical and other applicable code requirements, provided the degree of demolition proposed is not substantial or significant and does not require the demolition or alteration of architecturally significant portions of a building or structure.

f. The demolition and alteration of rear and secondary facades to accommodate utilities, refuse disposal and storage, provided the degree of demolition proposed does not require the demolition or alteration of architecturally significant portions of a building or structure.

g. The demolition of non-architecturally significant accessory buildings.

(f) *Issuance of demolition permits for architecturally significant homes.*

(1) Emergency demolition orders. This section shall not supersede the requirements of the applicable building code with regard to unsafe structures and the issuance of emergency demolition orders, as determined by the building official.

(2) A demolition permit for the total demolition of an architecturally significant single-family home constructed prior to 1942, shall not be issued unless a full building permit for new construction has been issued.

(g) *New construction requirements for properties containing a single-family home constructed prior to 1942.*

(1) In addition to the development regulations and area requirements of section 142-105, as well as section 118-252, of the land development regulations of the City Code, the following regulations shall apply in the event the owner proposes to fully or substantially demolish an architecturally significant single-family home constructed prior to 1942, inclusive of those portions of a structure fronting a street or waterway. In the event of a conflict between the provisions of section 142-105 and section 118-252, and the regulations below, the provisions herein shall control:

a. The design review board (DRB) shall review and approve all new construction on the subject site, in accordance with the applicable criteria and requirements of chapter 118, article VI, section 251(a)1-12 of the land development regulations of the City Code.

b. The DRB review of any new structure, in accordance with the requirements of chapter 118, article VI, shall include consideration of the scale, massing, building orientation and siting of the ~~original~~ existing structure on the subject site, as well as the established building context within the immediate area.

c. 1. *Lot coverage requirements for a 2-story home.* The overall lot coverage of proposed new buildings or structures shall not exceed the

building footprint of the original structure on site, or shall be limited to the following, whichever is greater, based upon the overall size of the subject lot:

i. For lots 10,000 square feet or less, the lot coverage shall not exceed 30 percent;

ii. For lots greater than 10,000 square feet, but less than 25,000 square feet, the lot coverage shall not exceed 25 percent;

iii. For lots 25,000 square feet or greater, the lot coverage shall not exceed 15 percent.

2. *Lot coverage waiver by the DRB.* The DRB may ~~forgo~~ increase the above noted lot coverage restrictions for lots greater than 25,000 square feet, not to exceed 25%, if ~~it concludes that~~ the retention of the architecturally significant single-family home is not practical or feasible, in which case the DRB review of any request for demolition shall consider the criteria in subsection (a) herein, as well as the following criteria:

i. Whether good cause for the demolition of the structure has been shown.

ii. Whether pertinent economic and financial considerations that affect the ability of the owner to renovate, restore and add on to the structure.

iii. Whether the structural condition of the single-family home or other factors affect the feasibility of renovating, repairing or restoring the structure.

iv. Whether the layout and mass of the proposed replacement structure demonstrates a high level of compatibility with the established building context within the immediate area.

d. *Lot coverage requirements for a single story home.* In the event a new home does not exceed one-story in height, the lot coverage shall not exceed 35 percent of the lot area; at the discretion of the DRB, the lot coverage may be increased to a maximum of 50 percent of the lot area, if the DRB concludes that the one-story structure proposed results in a more contextually compatible new home. ~~f~~For purposes of this section, a one-story structure shall not exceed ~~12~~ 18 feet in height as measured from minimum flood elevation. A restrictive covenant, in a form acceptable to the City Attorney, shall be required, ensuring, for the life of the structure, that a 2nd story is not added.

e. *Lot coverage requirements for lot splits and lot aggregations.* The above regulations shall also be a limitation on development in all lots within a single site that may be split into multiple lots or multiple lots that are

aggregated into a single site, at a future date. When lots are aggregated, the greater of the footprint permitted by the lot coverage regulations, or the footprint of the larger home, shall apply.

(2) *Regulations for additions to architecturally significant homes which are substantially retained and preserved.* In addition to the development regulations and area requirements of section 142-105, of the land development regulations of the City Code, the following shall apply in the event an architecturally significant single-family home constructed prior to 1942 is substantially retained and preserved. In the event of a conflict between the provisions of section 142-105, 142-106 and section 118-252, and the regulations below, the provisions herein shall control:

a. *Design Criteria.* The proposed addition and modifications to the existing structure may be reviewed at the administrative level, provided that the review criteria in Section 142-105 have been satisfied, as determined by the Planning Director or designee. The design of any addition to the existing structure shall take into consideration the scale, massing, building orientation and siting of the original structure on the subject site. ~~and shall be subject to the review and approval of the planning department, in accordance with the design review criteria in chapter 118, article VI, of the land development regulations of the City Code.~~

b. *Lot Coverage.* The total lot coverage may be increased to, but shall not exceed ~~35~~ 40 percent, and may be approved at the administrative level, provided that the review criteria in Section 142-105 have been satisfied, as determined by the Planning Director or designee. In the event the lot coverage of the existing structure exceeds 35 percent, no variance shall be required to retain and preserve the existing lot coverage and a second level addition shall be permitted, provided it does not exceed 60 percent of the footprint of the existing structure; no lot coverage variance shall be required for such addition.

c. *Unit Size.* The total unit size may be increased to, but shall not exceed 60 percent, and may be approved at the administrative level, provided that the review criteria in Section 142-105 have been satisfied, as determined by the Planning Director or designee.

d. *Heights for RS-3 and RS-4.* For lots zoned RS-4 with a minimum lot width of 60 feet, or lots zoned RS-3, the height for ground level additions not to exceed 50% of the lot coverage proposed, may be increased up to 26 feet for a flat roofed structure and 29 feet for a sloped roof structure (as measured to the mid-point of the slope) above the minimum required flood elevation, and may be approved at the administrative level, provided that the review criteria in Section 142-105 have been satisfied, as determined by the Planning Director or designee.

e. *Heights for RS-1 and RS-2.* For lots zoned RS-1 or RS-2, the height for ground level additions not to exceed 50% of the lot coverage proposed may be increased up to 30' feet for a flat roofed structure and 33 feet for a sloped roof structure (as measured to the mid-point of the slope) above the minimum required flood elevation, and may be approved at the administrative level, provided that the review criteria in Section 142-105 have been satisfied, as determined by the Planning Director or designee.

f. *Courtyards.* The minimum courtyard requirements specified in Section 142-106 (2).d may be waived at the administrative level, provided that the review criteria in Section 142-105 have been satisfied, as determined by the Planning Director or designee.

g. *Front setback.* Two-story structures or the second floor may encroach forward to the 20-foot front setback line, and may be approved at the administrative level, provided that the review criteria in Section 142-105 have been satisfied, as determined by the Planning Director or designee.

h. *Second floor requirements.* The maximum second floor area of 70% specified in Section 142-105(b)(3)c may be waived at the administrative level, provided that the review criteria in Section 142-105 have been satisfied, as determined by the Planning Director or designee.

i. *2-story ground level additions.* The construction of a ground floor addition of more than one story shall be allowed to follow the existing interior building lines, provided a minimum side setback of 5 feet is met, and may be approved at the administrative level, provided that the review criteria in Section 142-105 have been satisfied, as determined by the Planning Director or designee.

j. *Projections.* Habitable additions to, as well as the relocation of, architecturally significant structures, may project into a required rear or side yard for a distance not to exceed 25 percent of the required yard, up to the following maximum projections:

   i. Interior side yard: 5'

   ii. Street side yard: 7'-6"

   iii Rear yard: 15'

k. *Fees.* The property owner shall not be required to pay any city planning or public works department ~~building permit~~ fees associated with the renovation and restoration of the existing single-family home; except that any and all non-city impact fees and other fees shall still be required.

l. The above regulations shall also be applicable to:

   i. any single-family home designated as an historic structure by the historic preservation board.

   ii. any single family home constructed prior to 1966, if the owner voluntarily seeks a determination of Architectural Significance and if such

home has been determined to be Architecturally Significant in accordance with Section 142-108(a).

(3) *Appeals.* An appeal of any decision of the DRB shall be to a special master appointed by the city commission, in accordance with the procedures set forth in subsection 118-537(b) of these land development regulations. Thereafter review shall be by certiorari to the circuit court.

(h) *Exceptions.* The following areas of work shall not require determinations of the planning director, or designee, under this section: interior demolitions including plumbing, electrical and mechanical systems, and renovations to the exterior of non-architecturally significant structures.

(i) *New construction procedures for single-family homes demolished without required approvals or permits.* For those properties where a single-family home constructed before 1942 was demolished without prior approval of the planning department, the design review board or the single-family residential review panel, and without the required permits from the building official, in addition to any other applicable law in this Code or other codes, the following shall apply prior to the issuance of any building permit for any new construction on the subject site:

(1) Purpose. The purpose of this subsection is to ensure that any new construction on the site where a single-family home constructed prior to 1942 was demolished without required approvals or permits is consistent with the scale, massing, density, location and height of that structure which previously existed on site prior to the unpermitted demolition. Where used in this section, the words "without all required permits", "without prior approval", "without required permits or approval" shall not be defined to include demolition as a result of forces beyond the control of the landowner such as, for example, windstorm, flood, or other natural disaster.

(2) The design review board shall have jurisdiction to review and approve all new construction on the subject site, in accordance with the criteria listed in section 118-251 and this section.

(3) Upon the finding that the demolition of any single-family home constructed prior to 1942 was without following the procedures of this section or without all required permits, any new construction on the same site shall be limited to the overall square footage, building footprint, height and location of that which previously existed on site prior to the unpermitted demolition, to the greatest extent possible in accordance with the applicable building and zoning codes.

(4) In the event the design review board determines that the single-family home demolished without required approval or permits was architecturally significant, based upon the criteria in subsections 142-108(a)(1)—(3) herein, the board shall require that the new structure be designed and constructed to match the exterior design and architectural details of the original structure demolished to the greatest extent possible in the same location, in accordance with all available documentation and in accordance with the applicable building and zoning codes.

(5) In the event the applicant endeavors to construct a new home on multiple, combined lots, and one of the lots contained the subject building demolished without required permits and approval, construction of the new home to match the exterior design and architectural details of the original home shall only occur on the lot on which the demolished home was situated. Separate new homes, which are not attached in any way to the lot on which the demolished home was situated, may be constructed on the remaining lots without approval from the design review board.

(6) In the event the owner of a single-family home constructed prior to 1942, which has been demolished without required permits or approvals, can establish good cause, the design review board may relieve the property owner of some or all of the limitations on new construction herein. The requirement of good cause shall be satisfied where the unauthorized demolition was solely the result of intentional or negligent acts of a duly licensed contractor or other third parties, and the owner had no role in and knowledge of the unauthorized demolition.

(7) In the event a single-family home constructed prior to 1942 is demolished without prior approval of the planning department, the design review board or the single-family residential review panel, and without the required permits from the building official, in addition to any other applicable law in this code or other codes, the city shall document such demolition, and the applicable requirements and procedures for any new construction delineated herein, for recording in the public records of Miami-Dade County, to give notice to subsequent purchasers of the property.

(8) No variances shall be granted by the board of adjustment from the requirements of section 142-108 except those variances which may be required to reconstruct the original structure demolished without required approvals or permits.

(9) Fees. The fee schedule below is provided to defray the costs associated with the administration of this subsection. All applications to the design review board for the review of new construction as described herein shall require the following fees, upon the submission of an application to the planning department:

a. Any application requiring a hearing before the board for design review approval shall require a base fee plus a fee per square feet of floor area as provided in appendix A.

b. If a deferment or clarification hearing is requested by the applicant, an additional fee as provided in appendix A shall be assessed.

c. If a ~~determine~~ deferment or clarification of conditions is requested by the board, there will be no additional fee.

d. If the applicant removes a file from the agenda after it has been accepted by the planning department, the city shall retain 50 percent of the application fee.

e. Any after-the-fact application shall incur triple fees.

1. Notwithstanding the above provision, the design review board may adjust the after-the-fact fee based on good cause shown. The request for a fee adjustment shall be in writing and shall be part of the design review board application. The adjusted after-the-fact fee shall not be less than the regular application fee.
2. The request shall be part of the design review board application.

f. Revisions to plans previously approved by the board shall require a base fee as provided in appendix A plus one-half of the original fee.

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM &
LANGUAGE & FOR EXECUTION

_____ 12-2-13
City Attorney Date

First Reading: January 15, 2014
Second Reading: February___, 2014
Verified by: _____
Richard G. Lorber, AICP, LEED AP
Acting Planning Director
Underscore denotes new language
12/02/2013

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Condensed Title:

First Reading to consider an Ordinance Amendment modifying the regulations for Temporary Business signs on City right-of-way.

Key Intended Outcome Supported:

Maintain strong growth management policies.

Supporting Data (Surveys, Environmental Scan, etc 48% of residential respondents and 55% of businesses rate the effort put forth by the City to regulate development is "about the right amount."

Item Summary/Recommendation:

FIRST READING

The proposed Ordinance would modify the regulations for Temporary Business signs on City right-of-way.

The Administration recommends: 1) accepting the recommendation of the Land Use and Development Committee via separate motion; and 2) approving the ordinance on first reading and setting a second reading public hearing for January 15, 2014.

Advisory Board Recommendation:

On July 22, 2013, the Land Use and Development Committee referred the subject Ordinance to the City Commission by a vote of 2-0.

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have any tangible fiscal impact.

City Clerk's Office Legislative Tracking:

Richard Lorber or Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

FIRST READING

SUBJECT: **Temporary Business Signs on Public Property**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 82, "PUBLIC PROPERTY," ARTICLE IV, "USES IN PUBLIC RIGHTS-OF-WAY," DIVISION 6, "PROHIBITED SIGNS OVER PUBLIC PROPERTY," SECTION 82-411, "PROHIBITED SIGNS GENERALLY; EXEMPTIONS; BANNERS; REMOVAL," TO PERMIT THE PLACEMENT OF TEMPORARY BUSINESS SIGNS ON CITY RIGHTS-OF-WAY DURING PUBLIC CONSTRUCTION PROJECTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

The Administration recommends: 1) accepting the recommendation of the Land Use and Development Committee via separate motion; and 2) approving the ordinance on first reading and setting a second reading public hearing.

BACKGROUND

On March 13, 2013 the City Commission referred a discussion regarding an amendment to the City Code to regulate temporary business signs on public property to the Land Use and Development Committee. On July 22, 2013, the Land Use Committee referred the proposed Ordinance to the City Commission with a favorable recommendation.

ANALYSIS

During construction of right of way projects, access and or visibility to commercial establishments is often impeded. The State of Florida, Department of Transportation (FDOT) has in place a process and regulations that allow the placement of temporary business signs on the FDOT right of way for purposes of mitigating the disruption caused by construction when such construction affects visibility and or access.

The Miami Beach City Code does not have a similar regulation for local streets. The proposed Ordinance Amendment creates regulations and standards for the placement of 'Temporary Business Signs' within City right-of-way to mitigate the impacts of public construction on visibility of, or access to businesses. These temporary signs are intended to guide motorists to business entrances and valet ramps that have been moved/modified or disturbed during public construction projects. These signs would be located in the ROW, only directly in front of the business affected, show the specific

business names, and only allow one sign for each business or valet ramp affected. The temporary business signs shall be required to be removed concurrent with the termination of the public construction..

FISCAL IMPACT

In accordance with Charter Section 5.02, which requires that the "City of Miami Beach shall consider the long term economic impact (at least 5 years) of proposed legislative actions," this shall confirm that the City Administration evaluated the long term economic impact (at least 5 years) of this proposed legislative action. The proposed Ordinance is not expected to have any tangible fiscal impact.

CONCLUSION

The Administration recommends that the City Commission approve the subject Ordinance at First Reading and schedule a Second Reading Public Hearing for January 15, 2014.

JLM/JMJ/RGL/TRM

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TEMPORARY BUSINESS SIGNS ON PUBLIC PROPERTY

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 82, "PUBLIC PROPERTY," ARTICLE IV, "USES IN PUBLIC RIGHTS-OF-WAY," DIVISION 6, "PROHIBITED SIGNS OVER PUBLIC PROPERTY," SECTION 82-411, "PROHIBITED SIGNS GENERALLY; EXEMPTIONS; BANNERS; REMOVAL," TO PERMIT THE PLACEMENT OF TEMPORARY BUSINESS SIGNS ON CITY RIGHTS-OF-WAY DURING PUBLIC CONSTRUCTION PROJECTS; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach places a high value on the viability of its commercial districts; and

WHEREAS, the City of Miami Beach desires to amend existing requirements and procedures for temporary business signs on City rights-of-way during public construction projects; and

WHEREAS, the current regulations do not permit temporary business signs on City rights-of-way; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. City Code Chapter 82, "Public Property," Article IV, "Uses in Public Rights-of-Way," Division 6, "Prohibited Signs Over Public Property," Section 82-411, "Prohibited Signs Generally; Exemptions; Banners; Removal," is hereby amended as follows:

Sec. 82-411. Prohibited signs generally; exemptions; banners; removal.

(a) Except as provided in this chapter or by city ordinance, by statutes or by county ordinance, no sign of any character shall be suspended across any public street, alley or waterway; nor shall any sign of any description be posted or painted on or applied to any curb, sidewalk, tree, light standard, utility pole, hydrant, bridge, wall, or any structure, other than an awning, which is within the property lines of any street, alley or waterway within the city. The following signs shall be exempt from this requirement:

(1) Official traffic signs, information signs and warning signs erected by a governmental agency and temporary signs indicating danger.

(2) Temporary special public event directional signs approved pursuant to article IV of this chapter.

(3) Historical markers approved by the historic preservation board.

(4) Light pole banners as provided for in subsection 82-411(d).

(5) Flags and flagpoles as provided in subsection 138-72(b).

<u>(6) Temporary Business Signs- Business signs identifying a particular establishment may be permitted in City rights-of-way during a public construction project, as follows:</u>

<u>(a) Temporary business signs shall only be permitted adjacent to a licensed establishment within a commercial, industrial or multifamily zoning district.</u>

(b) A maximum of one (1) sign per licensed establishment shall be permitted.
(c) The overall sign area shall not exceed 15 square feet.
(d) The base color of the signs shall consist of blue or green and the text portion of the sign shall be white. Only text shall be permitted on the sign; graphics or logos of any kind shall be prohibited.
(e) The manner in which the subject signs are affixed to the right-of-way shall be subject to the review and approval of the Public Works Director, or designee.
(f) All signage shall be removed upon the completion of the construction project.

(b) No portion of any sign which extends over a public sidewalk or alley shall be less than nine feet above such sidewalk or 15 feet above such alley, measured vertically directly beneath the sign to grade.
(c) Except as expressly permitted in this Chapter, ~~N~~no sign shall extend or project over any portion of any street, alley, waterway or any other public way or any public property except for marquee and projecting signs which shall only be permitted to extend over the right-of-way.
(d) Light pole banners. Banners affixed to light poles or other similar structures on the public right-of-way shall be subject to the following regulations:

(1) The right to install, as well as the number, location and method of installation of banners shall be subject to the design review process and approved by the city manager, or his/her designee for special events taking place in the city, and by the city commission for special events held outside of the city.

a. In considering whether to approve light pole banners for events held outside of the city, the city commission may, among other factors, consider whether the municipality or other governmental entity hosting that special event would reciprocate such action within its own jurisdiction for special events taking place in the city.

(2) Banners shall not exceed three feet in width by seven feet in length. Banners may be double-sided. The color, design and material of all banners shall be approved under the design review process.
(3) Banners directing the public's attention to a public institution or special district may be erected for an indefinite period, subject to being maintained in good condition and periodic review for appropriateness under the design review process.
(4) Any text shall be limited to a maximum of 25 percent of the total area of the banner, unless the text constitutes the overall image of the banner.
(5) Banners announcing special events either to be held in city or to be associated in some manner with the city, as determined by the city commission, may be erected up to 30 days prior to the event being announced and must be removed within seven days after such event. Special event banners shall require prior approval by the city commission.

a. Text for special event banners shall be limited to the name of the event, the name of the sponsor and the date of the event.

b. Any single corporate symbol or logo associated with the sponsorship of any special event shall be limited to five percent or one square foot of the total area of the banner, whichever is smaller; two or more symbols or logos associated with sponsorship shall be limited to ten percent, or two square feet of the total area of the banner, whichever is smaller.

(6) A performance bond shall be required to ensure the removal of the banners in case of advanced deterioration of the banners, or if a dangerous condition presents itself, the city may at its sole discretion direct banners to be removed at any time.
(7) The city shall require the sponsoring organization to provide a certificate of insurance that covers the sponsor's property as well as the property of city. This certificate of insurance shall be approved by the city's office of risk management.

(e) When a sign is found to be located on public property and without a building permit, the city shall have the right to remove such sign. The owner may recover the sign by paying the removal

costs within 60 days of the removal. If the sign is not recovered by the owner within 60 days then it shall be considered abandoned property in the hands of the city and shall be disposed of as permitted by law. The city shall recover all costs in conjunction with such removal of signs from the owner or the owner's property. Such recovery may be by way of personal action against the owner or an in rem lien against any property of the owner located within the city.
(f) Signs attached to or placed on a vehicle (including trailers) that is parked on public or private property shall be prohibited. This prohibition, however, shall not apply to signs that are authorized by section 138-4.

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM &
LANGUAGE & FOR EXECUTION

City Attorney 12/3/13
Date

First Reading: December 11, 2013
Second Reading: January 15, 2014

Verified by: _____
Richard G. Lorber, AICP, LEED AP
Acting Planning Director

Underscore denotes new language
12/02/2013

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R7

Condensed Title:

A resolution setting the dates for the year 2014 Commission meetings.

Key Intended Outcome Supported:

Supports multiple KIO's.

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

Item Summary/Recommendation:

Pursuant to Section 2.04 of the Miami Beach City Charter, the City Commission shall meet at such times as may be prescribed by ordinance or resolution. In preparing the Commission meeting calendar, the Administration takes into consideration the following events: U.S. Conference of Mayors; Miami-Dade County Days; Art Basel; ICMA Conference; August recess; September to set the tentative/final millage and budget approval; November for election/runoff election meetings (if it is an election year); and Federal & Religious Holidays. Considering the above, it is difficult to always schedule meetings on the same Wednesday of the month.

In preparing the recommended meeting dates, the Administration set three goals: 1) schedule one Commission meeting and one alternate meeting a month, if possible; 2) schedule Commission meetings on Wednesdays; and 3) not to schedule Commission meetings during the month of August, while the City Commission is in recess.

In order to make the City Commission Meetings more efficient and prevent residents from spending multiple hours waiting for a time certain item to be heard, Mayor Philip Levine is proposing that all presentations and awards be heard at a separate meeting. By placing the presentations and awards on the alternate meeting date, the regular City Commission meetings will start business on time, which will increase the likelihood that time certain agenda items are taken up at the time listed, or closely thereafter. Additionally, having a designated Presentations and Awards Commission Meeting will allow the City Commission an opportunity to properly acknowledge and show gratitude to those individuals or groups who have taken an active role in serving our community. If needed, the Presentations and Awards Commission Meeting may be utilized as a continuance for items not reached during the previous Commission Meeting.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Rafael E. Granado, City Clerk

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R7A

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, SETTING THE DATES FOR THE YEAR 2014 CITY COMMISSION MEETINGS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Pursuant to Section 2.04 of the Miami Beach City Charter, the City Commission shall meet at such times as may be prescribed by ordinance or resolution.

In preparing the Commission meeting calendar, the Administration takes into consideration the following events: U.S. Conference of Mayors; Miami-Dade County Days; Art Basel; ICMA Conference; August recess; September to set the tentative/final millage and budget approval; November for election/runoff election meetings (if it is an election year); and Federal & Religious Holidays. Considering the above, it is difficult to always schedule meetings on the same Wednesday of the month.

In preparing the recommended meeting dates, the Administration set three goals: 1) schedule one Commission meeting and one alternate meeting a month, if possible; 2) schedule Commission meetings on Wednesdays; and 3) not schedule Commission meetings during the month of August, while the City Commission is in recess.

It is recommended that the City Commission meetings be set as follows:

Commission Meetings		Alternate Meetings	
January 15	(Wednesday)	January 22	(Wednesday)
February 5	(Wednesday)	February 26	(Wednesday)
March 12	(Wednesday)	March 19	(Wednesday)
April 9	(Wednesday)	April 23	(Wednesday)
May 14	(Wednesday)	May 21	(Wednesday)
June 11	(Wednesday)	June 25	(Wednesday)
July 16	(Wednesday)	July 23	(Wednesday)
August - City Commission in recess		*August - City Commission in recess*	
September 10	(Wednesday)	September 17	(Wednesday)
October 22	(Wednesday)	October 29	(Wednesday)
November 19	(Wednesday)	November 26	(Wednesday)
December 17	(Wednesday)	December 18	(Thursday)

Note: The Miami Beach Annual Boat Show is scheduled for February 13-17, with move-in scheduled to start on February 7-12 and move-out scheduled on February 18-22, which creates significant parking and traffic challenges for the City Hall area.

The proposed 2014 calendar calls for 11 regularly scheduled Commission meetings, 11 alternate meetings, and an additional Special Budget Commission meeting to be scheduled at a later time in September.

In preparing the calendar, City-designated holidays and religious holidays were taken into consideration. Attachment "A" is a list of legal and religious holidays. Attachment "B" is a list of Jewish holidays.

In order to make the City Commission Meetings more efficient and prevent residents from spending multiple hours waiting for a time certain item to be heard, Mayor Philip Levine is proposing that all presentations and awards be heard at a separate meeting. By placing the presentations and awards on the alternate meeting date, the regular City Commission meetings will start business on time, which will increase the likelihood that time certain agenda items are taken up at the time listed, or closely thereafter. Additionally, having a designated Presentations and Awards Commission Meeting will allow the City Commission an opportunity to properly acknowledge and show gratitude to those individuals or groups who have taken an active role in serving our community. If needed, the Presentations and Awards Commission Meeting may be utilized as a continuance for items not reached during the previous Commission Meeting.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the proposed City Commission meeting dates and Presentations and Awards Commission Meeting dates for the year 2014.

JLM/REG/lc

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Attachment "A"

CITY OF MIAMI BEACH
LEGAL AND RELIGIOUS HOLIDAYS 2014

New Year's Day	Wednesday, January 1, 2014
Dr. Martin Luther King, Jr. Day	Monday, January 20, 2014
President's Day	Monday, February 17, 2014
Easter	Sunday, April 20, 2014
Memorial Day	Monday, May 26, 2014
Independence Day	Friday, July 4, 2014
Labor Day	Monday, September 1, 2014
Veterans Day	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 27, 2014
Day after Thanksgiving	Friday, November 28, 2014
Christmas	Thursday, December 25, 2014

Attachment "B"

JEWISH HOLIDAYS 2014

Tu B'Shevat	January 16
Ta'anit Esther	March 13
Purim	March 15-16 ***(work should be avoided)***
Shushan Purim	March 17
Passover	April 14-22 ***(work permitted <u>only</u> on April 17-18 & April 20)***
Second Passover	May 14
Lag B'Omer	May 18
Shavuot	June 3-5 ***(no work permitted)***
Fast of the 17th of Tammuz	July 15
Fast of Tish'a B'Av	August 4-5
The 15th of Av	August 11
Rosh Hashanah	September 24-26 ***(no work permitted)***
Fast of Gedaliah	September 28
Yom Kippur	October 3-4 ***(no work permitted)***
Sukkot	October 8-15 **(work permitted <u>only</u> October 12-15)**
Hoshanah Rabbah	October 15
Shemini Atzeret & Simchat Torah	October 15-17 ***(no work permitted)***
Chanukah	December 16-24

RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, Adopting the First Amendment to the Capital Budget for Fiscal Year 2013/14.

Key Intended Outcome Supported:

Ensure Value and Timely Delivery of Quality Capital Projects, Ensure Well-Maintained Facilities, Improve Storm Drainage Citywide, Maintain City's Infrastructure, Improve Parking Availability, Preserve Our Beaches, Improve Storm Drainage Citywide and Improve Process Through Information Technology

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

Item Summary/Recommendation:

Planning for capital improvements is an ongoing process; as needs change within the City, capital programs and priorities must be adjusted. The Capital Improvement Plan ("CIP") serves as the primary planning tool for systematically identifying, prioritizing and assigning funds to critical City capital development, improvements and associated needs.

The City's capital improvement plan process begins in the spring when all departments are asked to prepare capital improvement updates and requests on the department's ongoing and proposed capital projects. Individual departments prepare submittals identifying potential funding sources and requesting commitment of funds for their respective projects.

The CIP is updated annually and submitted to the City Commission for adoption. The 2013/14 – 2017/18 Capital Improvement Plan and FY 2013/14 Capital Budget were adopted on September 30, 2013, by resolution 2013-28354. Section 166.241(4)(c.), Florida Statutes, requires that a municipality's budget amendment must be adopted in the same manner as the original budget. Administration recommends adopting the resolution for the first amendment to the FY 2013/14 Capital Budget.

The first amendment to the FY 2013/14 Capital Budget totals an increase of $1,876,000 and a re-appropriation of $1,032,000 in order to provide additional funding to the following nine capital projects.

1. **Par 3 Golf Course**
2. **Lower North Bay Road**
3. **Parking Lot 12X.**
4. **Parking Lot 17X.**
5. **FDOT Alton**
6. **Beachwalk**
7. **Miami Beach Golf Course Drainage**
8. **North Beach Target**
9. **Next Bus Mobile**

THE ADMINISTRATION RECOMMENDS THAT THE MAYOR AND CITY COMMISSION ADOPT THE RESOLUTION ADOPTING THE FIRST AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/14.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
		$691,355 $250,000 $646,254 $258,000	304- Capital reserve 305-South Beach Quality of Life 306-Mid Beach Quality of Life 480- Parking Fund
	2	$17,391 $13,000	115- HUD Section 108 Loan 187 Half Cent Transit Sur Tax (PTP)
	3		
OBPI	Total	$1,876,000	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager

MIAMIBEACH

AGENDA ITEM R7B

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/14.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

Planning for capital improvements is an ongoing process; as needs change within the City, capital programs and priorities must be adjusted. The Capital Improvement Plan ("CIP") serves as the primary planning tool for systematically identifying, prioritizing and assigning funds to critical City capital development, improvements and associated needs.

The City's capital improvement plan process begins in the spring when all departments are asked to prepare capital improvement updates and requests on the department's ongoing and proposed capital projects. Individual departments prepare submittals identifying potential funding sources and requesting commitment of funds for their respective projects.

The CIP is updated annually and submitted to the City Commission for adoption. The 2013/14 – 2017/18 Capital Improvement Plan and FY 2013/14 Capital Budget were adopted on September 30, 2013, by resolution 2013-28354. Section 166.241(4)(c.), Florida Statutes, requires that a municipality's budget amendment must be adopted in the same manner as the original budget. Administration recommends adopting the resolution for the first amendment to the FY 2013/14 Capital Budget.

FIRST AMENDMENT TO THE FY 2013/14 CAPITAL BUDGET

The first amendment to the FY 2013/14 Capital Budget totals an increase of $1,876,000 and a re-appropriation of $1,032,000 in order to provide additional funding to the following nine capital projects.

1. **Par 3 Golf Course:** This project requires a budget amendment for an additional $490,254 to accommodate higher than anticipated costs due to market conditions

and added scope. This project was initially approved in the FY 2007/08 Capital Plan with a construction budget of $2,954,000. The original scope of work included the renovation of the existing golf course, greens, tees and bunkers as well as irrigation and drainage systems. As the project progressed and as requested by the Commission, several items were added or modified from the original scope. On June 9, 2010 Resolution No. 2010-27407 (Exhibit D) and on June 1, 2011, Resolution No. 2011-27677 (Exhibit E) the City approved and adopted the final scope of work as being, a 9 hole Par 3 golf course and lake system; restroom building; a 2,000 square foot splash pad; a 6,000 square foot tot lot; four (4) asphaltic concrete tennis courts and nine (9) parking spaces. In addition, the City requested added scope for an approximate cost of $250,000, to include a connection of the existing storm drainage located on Prairie Avenue and the Par 3 property to the lake system for emergency overflow; that the starter shack be included in the approved GMP and not as an alternate; the three (3) month turf grow in period be performed by the CMR; and that a permanent "fertigation" system be provided. This will be funded from the 306-Mid-Beach Quality of Life Fund.

Prior Years' Appropriations	$4,970,190
December 11, 2013 Budget Amendment	490,254
Proposed Total Appropriations	**$5,460,444**

2. **Lower North Bay Road:** Staff attributes the need for a budget amendment to the following underlying factors:

   The cost to design and reconstruct the 29th Street seawall was never included in the original budget for this project. The new bid proposals reflect this new scope, including additional costs for any restoration and adjustments of any features and utilities affected during construction. Such components include asphalt pavement, outfall pipes, storm water discharge aprons, and security guard housing.

   The new design criteria takes into consideration the (currently unknown) cost to harmonize an undetermined amount of driveways in order to alleviate the flooding conditions on private property. Driveways are to be interfaced with the improvements in the right-of-way to maximize conveyance of storm water into the drainage system. This 'harmonization' was never included in the original budget for this project. There is no way of determining which driveways in this neighborhood will warrant harmonization until a proper topographic survey is performed.

   Additional funding was previously requested and approved toward the estimated probable construction cost for Lower North Bay Road. However, the approved amount will not sufficiently cover the necessary additional storm water components of this project. The more stringent requirements as outlined by both the Design Criteria provided by the Public Works Department and the 2011 Storm Water Master Plan result in a much greater construction cost than Staff anticipated.

The Public Works department identified a seawall, located at the entrance to Sunset Islands 1 & 2, adjacent to the guard gate on 29th Street in need of repair. The approximate cost associated with this repair in above ground funding is $165,000. This repair will be paid for by funds previously appropriated for design and contingency on the Biscayne Point Neighborhood Improvement Project and from construction funds in the Bayshore C Lake Pancost Project (302- PAYGO funds), which are no longer needed.

The remaining above ground portion of $691,355 will be funded from 304- Capital Reserve Funds. The Stormwater portion of $468,717 will be funded from funds previously appropriated for the Flamingo A and C (428 and 431- Stormwater Bond funds), which will not be needed to be expended in FY 2013-14. The Water portion of $371,283 will be funded from funds previously appropriated for the Bayshore A Central Project (424- Water Bond funds), which will not be needed to be expended in FY 2013-14.

Prior Years' Appropriations	$10,219,747
December 11, 2013 Budget Amendment	1,696,355
Proposed Total Appropriations	**$11,916,102**

3. **Parking Lot 12X:** This budget amendment is needed due to the fact that bid proposals received from the various bidders previously had a significant spread in terms of cost of construction. While this can be attributed to the differing approach to the construction of these projects from each of the bidders; it also stands to reason that the budget for this project was underestimated. In addition, combining the fact that market conditions have steadily been escalating, staff is of the opinion that because these projects cannot commence until April 2014, it would be prudent to increase the construction budget by the difference between the current budget and the median amount of the previously submitted bids. This will be funded from the 480-Parking Operations Fund balance.

Prior Years' Appropriations	$204,000
December 11, 2013 Budget Amendment	93,000
Proposed Total Appropriations	**$297,000**

4. **Parking Lot 17X:** This budget amendment is needed due to the fact that bid proposals received from the various bidders previously had a significant spread in terms of cost of construction. While this can be attributed to the differing approach to the construction of these projects from each of the bidders; it also stands to reason that the budget for this project was underestimated. In addition, combining the fact that market conditions have steadily been escalating, staff is of the opinion that because these projects cannot commence until April 2014, it would be prudent to increase the construction budget by the difference between the current budget and the median amount of the previously submitted bids. This will be funded from the 480-Parking Operations Fund balance.

Prior Years' Appropriations	$454,080
December 11, 2013 Budget Amendment	165,000
Proposed Total Appropriations	**$619,080**

5. **FDOT- Alton Road:** For construction and maintenance of the deep root green infrastructure product "Silva Cells" as part of the Florida Department of Transportation's State Road 907/Alton Road project from 5th Street to Michigan Avenue. This product creates a structure to support the concrete sidewalk and improved root growth opportunities underneath the walking surface. Funding will be provided by the City of Miami Beach in the amount not to exceed $250,000 from the 305-South Beach Quality of Life Fund.

Prior Years' Appropriations	$0
December 11, 2013 Budget Amendment	250,000
Proposed Total Appropriations	**$250,000**

6. **Beachwalk Seville:** To implement the previously approved Settlement Agreement with the Seville Acquisition, LLC for the construction of an elevated beachwalk and use of rubberized pavers behind the Marriott Edition Hotel at 29 Street and Collins Avenue. The final settlement amount is not to exceed $100,000. This will be funded from the 306-Mid-Beach Quality of Life Fund.

Prior Years' Appropriations	$0
December 11, 2013 Budget Amendment	100,000
Proposed Total Appropriations	**$100,000**

7. **Miami Beach Golf Course Drainage:** The intent of the Miami Beach Golf Course Drainage Remediation project is to control and retain storm water run-off that currently floods the golf cart asphalt lot. This project will improve the existing drainage conditions to the area abutting the New Cart Storage Facility.
   The Miami Beach Golf Course Drainage Remediation project requires a budget amendment for an additional $ 56,000 to cover cost escalation from budget established in Fiscal Year 2010 / 2011 and construction cost higher than anticipated. This budget includes additional Professional Services, Construction Contingency and Construction Administration. This will be funded from the 306-Mid-Beach Quality of Life Fund.

Prior Years' Appropriations	$151,017
December 11, 2013 Budget Amendment	56,000
Proposed Total Appropriations	**$207,017**

8. **North Shore/Parkview Island Infrastructure Improvement:** The allocation of the $17,391 of available funds to the Parkview Island Improvements project. This will allow the City to fully utilize all of the Housing and Urban Development (HUD) funding, which was provided for improvement to the North Beach Target Neighborhood.

   The North Shore/Parkview Island Infrastructure Improvement project will provide replacement of the 6" water loop, repaving of the roadways, and reconfiguring the parking areas. The Water System Master Plan indicates that improvements to the system will provide greater quantities of water at the appropriate pressure and provide adequate water flows for fire suppression. The streetscape/parking improvements will provide for more safety for pedestrians and traffic.

Prior Years' Appropriations	$1,000,000
December 11, 2013 Budget Amendment	17,391
Proposed Total Appropriations	**$1,017,391**

9. **Next Bus Mobile Application:** To implement the "Next Bus" Application service on the South Beach Local in partnership with Miami Dade Transit. MDT Tracker is the County's proprietary free mobile app available for use on iPhones and Android phones that provides users with accurate, comprehensive, and real-time transit information on selected routes on the County's transit system. Currently, the Next Bus mobile app service is only available for Metrorail service and a new enhanced bus service that operates along Kendall Drive known as the Kendall Cruiser/Route 288. MDT anticipates phasing-in the implementation of other bus routes throughout the County within the next couple of years; however, the City has partnered with MDT to expedite the launch of the mobile app service on the SBL by Summer, 2014. This project will be funded by the 187-People's Transportation Fund balance ($13,000) and $27,000 will be re-appropriated from the Crosswalk Phase II project (187- PTP funds).

Prior Years' Appropriations	$0
December 11, 2013 Budget Amendment	40,000
Proposed Total Appropriations	**$40,000**

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/14.

WHEREAS, the Miami Beach Capital Budget for FY 2013/14 was approved and appropriated via Resolution No. 2013-28354 on September 30, 2013; and

WHEREAS, it is recommended the FY 2013/14 Capital Budget be amended to add appropriations totaling $1,876,000 to nine projects, and re-appropriate $1,032,000 between existing projects highlighted in "Attachment C – Projects"; and

WHEREAS, the proposed amendment to the FY 2013/14 Capital Budget are included in "Attachment A – Source of Funds" and "Attachment B – Program".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, that the Mayor and City Commission hereby adopt the First Amendment to the Capital Budget for Fiscal Year 2013/14 as shown in Attachment A (Source of Funds), Attachment B (Programs) and Attachment C (Projects).

PASSED AND ADOPTED this 11th day of December 2013.

_____
Philip Levine, Mayor

Attest:

_____
Rafael Granado, City Clerk

APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION

_____ _____
City Attorney Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 12-4-13
Date

ATTACHMENT A
FY 2013/14 CAPITAL BUDGET
SOURCE OF FUNDS
Amended 12/11/2013

Funding Source	Adopted 9/30/13	Amended 12/11/2013	Revised
1997 Parking Sys. Rev. Bonds	$ 217,000		$217,000
2003 GO Bonds - Neighborhood Improvement	148,000		148,000
2003 GO Bonds - Parks & Beaches	553,000		553,000
2010 Parking Bonds Reso. 2010-27491	160,000		160,000
7th Street Garage	1,900,000		1,900,000
Capital Projects Not Financed by Bonds	89,000		89,000
City Center RDA Capital Fund	15,073,000		15,073,000
Capital Reserve	0	691,355	691,355
Communications Fund	40,000		40,000
Convention Center	1,701,000		1,701,000
Equipment Loan/Lease	4,644,000		4,644,000
Fleet Management Fund	160,000		160,000
Gulf Breeze 2006	(83,759)		(83,759)
Half Cent Transit Surtax - County	1,569,000		1,569,000
Info & Communications Technology Fund	486,000		486,000
Local Option Gas Tax	544,000		544,000
MB Quality of Life Resort Tax Fund - 1%	378,000	646,254	1,024,254
MDC CDT Interlocal-CDT/Resort Tax Eligib	4,000,000		4,000,000
Miami-Dade County Bond	2,933,581		2,933,581
NB Quality of Life Resort Tax Fund - 1%	678,000		678,000
Parking Operations Fund	851,000	258,000	1,109,000
Pay-As-You-Go	1,726,000		1,726,000
RDA - Anchor Garage Fund	485,000		485,000
Renewal & Replacement Fund	2,561,000		2,561,000
SB Quality of Life Resort Tax Fund - 1%	730,000	250,000	980,000
South Pointe Capital	4,283,000		4,283,000
South Pointe RDA	1,636,000		1,636,000
Storm Water Bnd Fund 431 RESO#2011-27782	529,000		529,000
Stormwater Bonds 2000S	(256,000)		(256,000)
Stormwater LOC Reso. No 2009-27076	2,007,419		2,007,419
W&S GBL Series 2010 CMB Reso 2009-27243	81,759		81,759
HUD Section 108 Loans	0	17,391	17,391
Water and Sewer Bonds 2000s	34,000		34,000
Concurrency Mitigation	0	0	0
People's Transportation Fund	0	13,000	13,000
Total Appropration as of 12/11/2013	**$ 49,858,000**	**$ 1,876,000**	**$ 51,734,000**

ATTACHMENT B
FY 2013/14 CAPITAL BUDGET
PROGRAMS
Amended 12/11/2013

Program Area	Adopted 9/30/13	Amended 12/11/2013	Revised
Art in Public Places	$ 381,000		$381,000
Bridges	185,000		185,000
Convention Center	1,700,000		1,700,000
Environmental	2,275,000		2,275,000
Equipment	8,626,000		8,626,000
General Public Buildings	3,750,000		3,750,000
Golf Courses	421,000	546,254	967,254
Information Technology	493,000		493,000
Monuments	189,000		189,000
Parking	204,000		204,000
Parking Garages	12,267,000		12,525,000
Parking Lots	459,000	258,000	459,000
Parks	4,450,000		4,450,000
Renewal & Replacement	5,818,000		5,818,000
Seawals	121,000		121,000
Streets/ Sidewalk Imps	4,337,000	958,746	5,295,746
Transit/ Transportation	3,319,000	113,000	3,432,000
Utilities	863,000		863,000
Total Appropration as of 12/11/13	**$ 49,858,000**	**$ 1,876,000**	**$ 51,734,000**

ATTACHMENT C
CAPITAL BUDGET
PROJECTS
Amended 12/11/2013

Capital Project Name	Current Capital Budget	Amended 12/11/13	Revised Capital Budget
Par 2 Golf Course	$4,970,190	$490,254	$5,460,444
Lower North Bay Road	10,219,747	1,696,355	11,916,102
Parking Lot 12X	204,000	93,000	297,000
Parking Lot 17X	454,080	165,000	619,080
FDOT Alton Road	0	250,000	250,000
Beachwalk Seville	0	100,000	100,000
Miami Beach Golf Course Drainage	151,017	56,000	207,017
North Shore/Parkview Island Infrastructure Improvement	1,000,000	17,391	1,017,391
Next Bus Application	0	40,000	40,000
Flamingo Neighbourhood Bid Pack A	9,395,452	(23,965)	9,371,487
Flamingo Neighbourhood Bid Pack C	6,151,087	(444,752)	5,706,335
Bayshore Lake Pancoast Bid Pack C	5,470,024	(69,906)	5,400,118
Bashore Central Bid Pack A	28,947,718	(371,283)	28,576,435
Crosswalk Phase II (PTP)	396,000	(27,000)	369,000
Biscayne Pointe	22,900,399	(95,094)	22,805,305
Total	**$90,259,714**	**$1,876,000**	**$92,135,714**

MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, December 11, 2013** to consider the following:

10:15 a.m.
Resolution Setting A Public Hearing To Adopt The First Amendment To The Capital Budget For Fiscal Year (FY) 2013/14.

Inquiries may be directed to the Office of Budget & Performance Improvement at (305) 673-7510.

11:15 a.m.
Ordinance Amending The Code Of The City Of Miami Beach By Amending Chapter 62, Entitled "Human Relations," By Amending Article II, Entitled "Discrimination," By Amending Division 1, Entitled "Generally," By Amending Sec. 62.31 Entitled "Definitions" To Define Intersexuality And Add That Term As A Protected Classification Category; To Amend Sections 62-33 Entitled "Purpose; Declaration Of Policy," 62-37(b) Entitled "Duties And Powers," 62-88.1 Entitled "Discrimination In Public Services," 62-90 Entitled "Use Of Municipal Facilities," 62-91 Entitled "Municipal Funds," And 62-112(c) Entitled "Housing" To Include Intersexuality As A Protected Classification Category.

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

11:30 a.m.
GSAF Classified Salary Ordinance
An Ordinance Amending Ordinance No. 789, The Classified Employees Salary Ordinance Of The City Of Miami Beach, Florida, As Follows: Providing For The Classifications In Group V, Represented By The Government Supervisors Association Of Florida, OPEIU, Local 100 (GSAF), In Accordance With The Negotiated Collective Bargaining Agreement; Effective The First Pay Period Ending In October Of 2014, There Shall Be An Across The Board Cost-Of-Living Adjustment (COLA) Of Three Percent (3%), And The Minimum And Maximum Of Each Pay Range Will Also Be Increased By Three Percent (3%); Repealing All Ordinances In Conflict.

Inquiries may be directed to the Human Resources Department at (305) 673-7524.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these items are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item herein, may be continued, and under such circumstances additional legal notice will not be provided.

Rafael E. Granado, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities and/or any accommodation to review any document or participate in any City-sponsored proceeding, please contact us five days in advance at (305) 673-7411(voice) or TTY users may also call the Florida Relay Service at 711.

Ad #849

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Condensed Title:

A public hearing to consider the appeal of the Design Review Board Order in File No. 22977 pertaining to the property located at 1 Washington Avenue – South Pointe Park and a Resolution setting forth an order [granting or denying] the appeal.

Key Intended Outcome Supported:

Increase community satisfaction with recreational programs

Supporting Data (Surveys, Environmental Scan, etc.): Miami Beach Customer Survey results indicate 84.9% of residents rated the City's recreation programs either excellent or good.

Issue:

Following the public hearing, shall the Mayor and City Commission grant or deny the appeal?

Item Summary/Recommendation:

PUBLIC HEARING

At the direction of the City Commission, the City Administration, through the Parks and Recreation Department, submitted an application to the Design Review Board (DRB) for their review of the placement of a hedge at within the southwest corner of South Pointe Park (Area #3), to help better delineate the designated off-leash dog area there. The DRB approved this application at their July 2, 2013 meeting.

Pursuant to City Code Section 118-262, Patricia Fuller, as an 'affected person', timely filed an appeal, thereby requesting the City Commission's review of the Design Review Board decision rendered on July 2, 2013 (DRB File No. 22977) pertaining to the requested design review approval for a hedge for a City Commission-designated off-leash dog area within South Pointe Park.

The Administration recommends that the City Commission open and continue the appeal to a date certain of January 15, 2014.

Advisory Board Recommendation:

Financial Information:

Source of Funds:		Amount	Account
	1		
	2		
	3		
OBPI	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM R7C

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **Appeal of DRB File No. 22977 – South Pointe Park Off Leash Dog Park**

A PUBLIC HEARING TO CONSIDER THE APPEAL OF THE DESIGN REVIEW BOARD ORDER IN FILE NO. 22977 PERTAINING TO THE PROPERTY LOCATED AT 1 WASHINGTON AVENUE – SOUTH POINTE PARK; AND

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA SETTING FORTH AN ORDER [GRANTING OR DENYING] AN APPEAL REQUEST FILED BY PATRICIA FULLER, PERTAINING TO A DECISION OF THE DESIGN REVIEW BOARD ("DRB") FOR THE PROPERTY LOCATED AT 1 WASHINGTON AVENUE – SOUTH POINTE PARK (FILE NO. 22977).

ADMINISTRATION RECOMMENDATION

Open and continue the appeal to a date certain of January 15, 2014.

BACKGROUND

On December 7, 2010 the Design Review Board (DRB) approved the City's application (DRB File No 22834) for an Art in Public Places (AiPP) project—the "Obstinate Lighthouse" sculpture, which is located in the southwest corner of the park, immediately east of the basin.

On March 6, 2012, the City proposed three alternate plans and locations for an off-leash dog area within South Pointe Park, pursuant to DRB File No. 22894, and requested the Design Review Board to select a preferred location and plan. The DRB approved the application with the conditions that the off-leash dog area not be located in Area #3, the area surrounding the Art in Public Places sculpture known as the "Obstinate Lighthouse", immediately east of the basin, and that there be no hedge to define the boundary of the off-leash dog area.

On March 5, 2013, the Design Review Board approved a new City application for an off-leash dog area in South Pointe Park to be located in Area #2, immediately east of the Washington Avenue plaza, with a low hedge not to exceed 42 inches in height, pursuant to DRB File No 22955.

On March 13, 2013, due to potential safety concerns associated with the approved location of the off-leash dog area in Area #2, immediately east of Washington Avenue

plaza, the City Commission directed that Area #2 be abandoned and that the off-leash dog area be relocated to Area #3, the triangular area surrounding the "Obstinate Lighthouse" Art in Public Places sculpture. The City Commission also directed the Administration to submit a new application for a landscape barrier for Area #3 to the Design Review Board for review and approval.

On June 04, 2013 the DRB application was continued to a date certain of July 02, 2013 in order to address the outstanding concerns. On July 2, 2013, the DRB approved the application, conditioned upon the height for any landscape material within the landscape buffer being limited to a maximum of 42".

Pursuant to City Code Section 118-262, Ms. Patricia Fuller timely requested a review of the Design Review Board decision rendered on July 2, 2013 (DRB File No. 22977).

Pursuant to Section 118-262(a) of the Miami Beach Code, the review by the City Commission is not a "de novo" hearing. It must be based upon the record of the hearing before the Design Review Board and no new additional testimony shall be taken. Furthermore, Section 118-262 (b) states the following:

In order to reverse, or remand for amendment, modification or rehearing any decision of the Design Review Board, the City Commission shall find that the Design Review Board did not do one of the following:

1) *provide procedural due process;*
2) *observe essential requirements of law; or*
3) *base its decision upon substantial competent evidence.*

In order to reverse or remand a decision of the Design Review Board, a 5/7th vote of the City Commission is required.

Section 118-262(a) requires the appellant to file with the City Clerk a written transcript of the hearing before the Design Review Board and a written statement. To date, the transcript and appellants written statement have not been filed with the City Clerk.

ANALYSIS

The grounds for Ms. Fullers appeal are expected to be provided in a forthcoming written statement. The analysis relative to the grounds for the appeal will be provided when the matter is set for public hearing.

CONCLUSION

The Administration recommends that the City Commission Open and continue the subject appeal to a date certain of January 15, 2014.

JLM/JMJ/RGL/TRM
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MIAMIBEACH

CITY OF MIAMI BEACH
NOTICE OF APPEAL HEARING

The City of Miami Beach City Commission, pursuant to City Code 118-262, **will consider an appeal filed by Patricia Fuller on Wednesday, December 11, 2013, at 11:45 a.m.** in the Commission Chambers, City Hall, 1700 Convention Center Drive, Miami Beach, Florida 33139 as follows:

An appeal of an Order of the Design Review Board entered July 17, 2013, in File No. 22977 granting approval for a landscape buffer along the perimeter of the City Commission designated off-leash dog area within the triangular area south and west of the Washington Avenue Entry Plaza in South Pointe Park, 1 Washington Avenue.

The appeal request and all documents pertaining to File No. 22977, including all proceedings before the Design Review Board, are available for public inspection during normal business hours in the offices of the Planning Department, 2nd floor, City Hall. Inquiries may be directed to the Department at 305.673.7550.

This appeal is open to viewing by the public, but it is not a public hearing, and only the Appellant, the Applicant, and the City, and/or their representatives, as parties to the appeal may participate. The appeal hearing shall be based on the record of the hearing before the Design Review Board, shall not be a de novo hearing, and no new, additional testimony will be taken. Please note that this appeal may be continued, and under such circumstances, additional legal notice will not be provided.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities and/or any accommodation to review any document or participate in any City-sponsored proceeding, please contact us five days in advance at 305.673.7411 (voice) or TTY users may also call the Florida Relay Service at 711.

(Ad # 845)

RESOLUTION TO BE SUBMITTED

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Condensed Title:

Consenting to the appointment of Arial Sosa as the Acting Director of the Information Technology Department for the City of Miami Beach.

Key Intended Outcome Supported:

- Increase community satisfaction with City government. Increase community satisfaction with city government
- Enhance external and internal communications from and within the City of Miami Beach
- Expand e-government

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

Item Summary/Recommendation:

In October 2013, the Director and Assistant Director of the IT Department resigned from employment with the City. Since then, Ariel has been serving as the primary point of contact for the IT Department and de facto leader.

Ariel has spent over 19 years in the industry in the public and private sectors. He worked his way through the technical and administrative ranks, eventually taking on increasingly technical responsibility and leadership roles with several companies such as AT&T (formerly BellSouth Telecommunications), Beckman Coulter Corporation and Aspect Software (formerly Concerto Software). Ariel joined the City of Miami Beach IT Department in 2003 as a Senior Telecommunications Specialist. In 2005, he was promoted as the Voice over Internet Protocol (VoIP) Network Administrator, and in 2006 he was appointed as the Telecommunications Manager.

As Telecommunications Manager, he assisted the City by: implementing a disaster recovery and business continuity strategy; realigning technology investments with strategic business goals; establishing an IT governance process; restructuring the IT organization; implementing the Citywide security awareness program and implementing the ITIL service management standards as a basis for measuring IT performance

I recommend Arial Sosa for your approval as Acting Director of the Information Technology Department.

Pursuant to the requirements of Article IV, Section 4.02 of the City Charter, it is recommended that the Mayor and the City Commission adopt the attached resolution consenting to and confirming Ariel Sosa, as the Acting Director of the IT Department for the City of Miami Beach.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:

OBPI

	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sylvia Crespo-Tabak, Human Resources

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SCT	KGB	JLM

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Agenda Item R7D
Date 12-11-13

MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Philip Levine, Mayor and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CONSENTING TO THE APPOINTMENT OF ARIEL SOSA AS THE ACTING DIRECTOR OF THE INFORMATION TECHNOLOGY DEPARTMENT FOR THE CITY OF MIAMI BEACH**

ADMINISTRATION RECOMMENDATION

Pursuant to the provisions of Article IV, Section 4.02 of the City Charter, it is recommended that the Mayor and the City Commission adopt the attached resolution consenting to and confirming Ariel Sosa as the Acting Director of the Information Technology Department (IT) for the City of Miami Beach.

ANALYSIS

In October 2013, the Director and Assistant Director of the IT Department resigned from employment with the City. Since then, Ariel has been serving as the primary point of contact for the IT Department and de facto leader.

Ariel has spent over 19 years in the industry in the public and private sectors. He worked his way through the technical and administrative ranks, eventually taking on increasingly technical responsibility and leadership roles with several companies such as AT&T (formerly BellSouth Telecommunications), Beckman Coulter Corporation and Aspect Software (formerly Concerto Software). He has extensive experience in the IT field with key strengths in telecommunications, project management, and aligning technologies with business goals.

Ariel joined the City of Miami Beach IT Department in 2003 as a Senior Telecommunications Specialist. In 2005, he was promoted as the Voice over Internet Protocol (VoIP) Network Administrator, and in 2006 he was appointed as the Telecommunications Manager. In his capacity as Telecommunications Manager, Ariel was responsible for managing the Telecommunications team and oversees the budget that services all of the City's telecommunications needs. Some of the systems managed by the division include the VoIP and digital telephone systems, the Wide Area Network (WAN), all the mobile cellular carriers, the local and long distance telecommunications carriers, the Public Safety Radio Communications System, the Interactive Voice Response (IVR), the Citizen's Notification System, the voicemail system and the Automatic Call Distribution (ACD) System.

As Telecommunications Manager, he assisted the City by: implementing a disaster recovery and business continuity strategy; realigning technology investments with strategic business goals; establishing an IT governance process; restructuring the IT

organization; implementing the Citywide security awareness program and implementing the ITIL service management standards as a basis for measuring IT performance.

Ariel holds a Bachelor of Science degree in Computer Science from Florida International University in Miami, FL, where he also graduated as a member of the Honors College. Ariel also holds a Master of Business Administration (MBA) degree with a specialization in Information Technology, from the Florida International University School of Business in Miami, FL.

CONCLUSION

Ariel has proven to have excellent leadership and management skills. In a short span of time Ariel has led his team toward focusing on changing the organizational culture and implementing positive changes in the IT Department. His appointment as the Acting Director of the IT Department will ensure that the City continues to move forward in restoring confidence in the delivery of services to our residents, business community and visitors. As such, I recommend Mr. Sosa for your approval as Acting Director.

Pursuant to the requirements of Article IV, Section 4.02, of the City Charter, it is recommended that the Mayor and City Commission adopt the resolution consenting and confirming Ariel Sosa as the Acting Director of the IT Department.

JLM/KGB/SC-T/CMG

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, CONSENTING TO THE APPOINTMENT OF ARIEL SOSA AS THE ACTING DIRECTOR OF THE INFORMATION TECHNOLOGY DEPARTMENT FOR THE CITY OF MIAMI BEACH.

WHEREAS, the Director and Assistant Director positions in the Information Technology Department are currently vacant; and

WHEREAS, the City Manager has appointed Arial Sosa as the Acting Director of the Information Technology Department for the City of Miami Beach; and

WHEREAS, pursuant to Article IV, Section 4.02(b), of the City of Miami Beach Charter, the City Manager has the power to appoint directors of the City departments with the consent of the City Commission; and

WHEREAS, the Mayor and the City Commission wish to consent to and confirm the appointment of Arial Sosa as the Acting Director of the Information Technology Department for the City of Miami Beach.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, consent to and confirm the appointment of Arial Sosa as the Acting Director of the Information Technology Department for the City of Miami Beach.

PASSED and **ADOPTED** this 11th day of December, 2013.

ATTEST:

Philip Levine, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY ATTORNEY DATE 11/12/13

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Condensed Title:

Resolution Accepting The Recommendation Of The Finance And Citywide Projects Committee To Execute An Amendment To The Lease Between The City And Massage Partners, Inc., Located At 1701 Meridian Avenue, Unit 2 (a/k/a 767 17th Street), Concerning: 1) The Additional Use Of The Leased Premises As A Nail Salon; 2) The Non-Exclusive, Revocable Use Of The Common Area Restrooms Located On The 2nd Floor Of The 1701 Meridian Avenue Office Building For Tenant's Nail Salon Customers; And 3) The Rental Rate To Be Paid By Tenant For The Use Of Said Restrooms.

Key Intended Outcome Supported:

Increase resident satisfaction with the level of services and facilities.

Supporting Data (Surveys, Environmental Scan, etc.):
Approximately 40% of retail businesses surveyed, rank Miami Beach as one of the best places to do business and 61% of the same group would recommend Miami Beach as a place to do business.

Item Summary/Recommendation:

On September 15, 2010, the Mayor and City Commission passed Resolution No. 2010-27488, approving a Lease Agreement between the City of Miami Beach ("City") and Massage Partners, Inc. ("Tenant") for the use of approximately 1802.89 square feet of City-owned property, located at 1701 Meridian Avenue, Unit 2 (a/k/a 767 17th Street), Miami Beach, Florida ("Leased Premises"); said lease having a term of nine (9) years and 364 days, commencing on December 2, 2010, and ending on November 30, 2020.

Pursuant to the Lease, the Leased Premises shall be used by Tenant solely for the purpose(s) of providing therapeutic massage services, facials, and any other products or services authorized pursuant to Tenant's Franchise Agreement with Massage Envy Franchising, LLC ("Franchisor"). The Tenant has requested permission to expand the use of the Leased Premises to include nail salon services in a small portion of space ("Proposed Nail Salon Space") located at the front of the Leased Premises and separated by partition walls from the space from which the Tenant currently provides massage services. Due to requirements of the Franchisor and the City, the Tenant further requested approval to use of the common area restrooms located on the 2nd Floor of the 1701 Meridian Avenue office building ("Common Area Restrooms") for its nail salon customers.

At its September 19, 2013 meeting, the Finance and Citywide Projects Committee recommended in favor of allowing the additional use as a nail salon. Additionally, the Committee was willing to allow the non-exclusive, revocable use of the Common Area Restrooms, subject to Tenant escorting patrons to the Common Area Restrooms during times when the 1701 Meridian office building is not open to the public. The Committee recommended the Common Area Restrooms, containing approximately 248 square feet, should be subject to the $6.00 PSF common area maintenance charge which the office tenant's currently pay; in the amount of $1,488 per year (248 sf x $6.00), payable in monthly installments of $124.

Advisory Board Recommendation:

Finance & Citywide Projects Committee: September 19, 2013

Financial Information:

Source of Funds:		Amount	Account
	1	n/a	
Financial Impact Summary:			

City Clerk's Office Legislative Tracking:

Max Sklar, ext. 6116

Sign-Offs:

Department Director	Assistant City Manager	City Manager
MAS	KGB	JLM

JLM/KGB/MAS//MMM

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MIAMIBEACH

AGENDA ITEM R7E
DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE PERTAINING TO AN AMENDMENT TO THE LEASE BY AND BETWEEN THE CITY OF MIAMI BEACH ("CITY") AND MASSAGE PARTNERS, INC. ("TENANT") DATED SEPTEMBER 15, 2010, FOR THE PREMISES LOCATED AT 1701 MERIDIAN AVENUE, UNIT 2 (A/K/A 767 17TH STREET), MIAMI BEACH, FLORIDA; AND FURTHER APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AMENDMENT TO THE LEASE CONCERNING: 1) THE ADDITIONAL USE OF THE LEASED PREMISES AS A NAIL SALON; 2) THE NON-EXCLUSIVE, REVOCABLE USE OF THE COMMON AREA RESTROOMS LOCATED ON THE SECOND FLOOR OF THE 1701 MERIDIAN AVENUE OFFICE BUILDING FOR TENANT'S NAIL SALON CUSTOMERS; AND 3) THE RENTAL RATE TO BE PAID BY TENANT FOR THE USE OF SAID COMMON AREA RESTROOMS**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

On September 15, 2010, the Mayor and City Commission passed Resolution No. 2010-27488, approving a Lease Agreement between the City of Miami Beach ("City") and Massage Partners, Inc. ("Tenant") for the use of approximately 1802.89 square feet of City-owned property, located at 1701 Meridian Avenue, Unit 2 (a/k/a 767 17th Street), Miami Beach, Florida ("Leased Premises"); said Lease having a term of nine (9) years and 364 days, commencing on December 2, 2010, and ending on November 30, 2020.

As stated in Section 7 of the Lease Agreement, the Leased Premises shall be used by the Tenant only for the purpose(s) of providing therapeutic massage services, facials, and any other products or services authorized pursuant to Tenant's Franchise Agreement with Massage Envy Franchising, LLC ("Franchisor"). Any additional uses shall be subject to the prior written approval of the City Manager, in his sole and reasonable discretion. Furthermore, pursuant to Subsection 8.C.2 of Tenant's Franchise Agreement, the Tenant shall not offer, sell, give away or otherwise provide any services or products not authorized by the Franchisor.

The Tenant has requested permission from the City to expand the use of the Leased Premises to include nail salon services in a small portion of space ("Proposed Nail Salon Space") located at the front of the Leased Premises and separated by partition walls from the space from which the Tenant currently provides massage services.
The Franchisor has stated it cannot approve the sharing of signage, entryways or restrooms by its franchisees with other businesses. The Leased Premises contains a separate entryway for

the Proposed Nail Salon Space as well as a separate area for window signage. However, the Leased Premises do not contain a separate restroom which can be utilized by the nail salon customers. Subsequent to numerous discussions between the Administration and the Tenant, it was determined that a separate restroom is also required by the City in order for the Proposed Nail Salon Space to obtain the applicable business licenses.

The Finance and Citywide Projects Committee (FCWPC) considered this request at the November 9, 2012 meeting. The Committee asked that a standby letter of credit be issued for the contractor's liens which were filed in regards to Tenant's initial buildout of the Leased Premises. The Committee also asked staff to determine a proportionate share for use of the common area restrooms located on the 2nd Floor of the 1701 Meridian Avenue office building ("Common Area Restrooms") and to determine the appropriate CAM fees to be charged and bring it back to the Finance and Citywide Committee with the methodology used to calculate the fees.

The request was brought back to the FCWPC on July 25, 2013. After discussing the matter, Mayor Matti Bower expressed concern regarding the City's liability if there is access into a City building when not occupied on the weekends. Commissioner Jorge Exposito suggested that Massage Partners try to get a waiver from the Franchisor in order to use its restrooms. Chairperson Deede Weithorn recommended Massage Partners work with their next door neighbors, the Permit Doctor, to use their restrooms, and provide evidence to the City via an affidavit. The Committee asked for direction from the Building Department to determine if the use of the Common Area Restrooms is permitted under the Building Code. The Committee also asked if the Building Code allows for Massage Partners to use the Permit Doctor's restrooms via an agreement between the tenants.

The request was brought back to the FCWPC on September 19, 2013. The Committee was in favor of allowing the additional use as a nail salon. Additionally, the Committee was willing to allow the non-exclusive, revocable use of the Common Area Restrooms, subject to Tenant escorting patrons to the Common Area Restrooms during times when the 1701 Meridian office building is not open to the public. The Committee discussed the fees to be charged for the use of the Common Area Restrooms and agreed upon $6.00 per square foot, for the 248 square feet of restroom area, in the amount of $124 per month. The attached DRAFT Amendment to the Lease, attached hereto and marked "Attachment 1", is subject to Legal and Regulatory approvals as well as final approval by the Tenant.

ANALYSIS

The Tenant has requested to expand its product/service line to include a nail salon, which is a natural extension of the current services provided. As previously stated, Section 7 of the Lease Agreement specifically states the Leased Premises shall be used by the Tenant only for the purpose(s) of providing therapeutic massage services, facials, and any other products or services authorized pursuant to Tenant's Franchise Agreement with Massage Envy Franchising, LLC ("the Franchisor"). Any additional uses shall be subject to the prior written approval of the City Manager, in his sole and reasonable discretion. The Administration is agreeable to allowing an additional use of the Leased Premises as a nail salon, subject to written approval by the City Manager.

The use of the Common Area Restrooms is also required in order to comply with both the Franchisor's stipulations and the requirements of the City. The Administration is also agreeable to providing the Tenant the non-exclusive, revocable use of the Common Area Restrooms, subject to the Tenant complying with any additional insurance requirements and/or regulatory requirements.

Calculation of Rent:
Tenant currently pays a base rental rate of $27.60 per square foot for the Leased Premises, plus operating expenses at $4.00 per square foot, and also escrows funds for real estate taxes at the current rate of $7.78 per square foot, and insurance costs at a rate of .90 per square foot.

Per Subsection 3.2.1 of the Lease Agreement, "Operating Expenses" shall mean the following costs and expenses incurred in operating, repairing, and maintaining the Common Facilities (as hereinafter defined) and shall include, without limitation, water service to the Building, sewer service to the Building, trash removal from the Building, costs incurred for gardening and landscaping, repairing and maintaining elevator(s), painting, janitorial services (except for areas within the Leased Premises), lighting, cleaning, striping, policing, removing garbage and other refuse and trash, removing ice and snow, repairing and maintaining sprinkler systems, water pipes, air-conditioning systems, temperature control systems, and security systems, fire alarm repair and maintenance and other equipment in the common areas and the exterior and structural portions of the Building, paving and repairing, patching and maintaining the parking areas and walkways, and cleaning adjacent areas, management fees and the City's employment expenses to employees furnishing and rendering any services to the common areas, together with an additional administration charge equal to fifteen percent (15%) of all other expenses included in the annual common area expenses, provided by the City for the common or joint use and/or benefit of the occupants of the Building, their employees, agents, servants, customers and other invitees. Based on this definition, the Administration believes the Tenant already pays for the common bathroom and its water and sewer expenses.

However, the FCWPC requested the Administration provide a methodology for calculating additional fees for use of the 2nd floor restroom at its November 9, 2012 meeting. Currently, the retail tenants at the 1701 Meridian Avenue building pay $4.00 PSF for operating expenses and the office tenants pay $6.00 PSF. The difference is due to certain expenses which are not passed through to the retail tenants, such as electricity since the retail tenants are separately metered.

The additional rent for use of the Common Area Restrooms may be calculated based upon the size of the restrooms, which is 104 square feet for the men's room and 144 square feet for the women's room. The Administration recommends the combined square footage of 248 square feet should be subject to the $6.00 PSF which the office tenant's currently pay. Accordingly, the rent for the use of the bathrooms would be $1,488 per year (248 sf x $6.00), payable in monthly installments of $124.

Outstanding Liens:
The Tenant performed extensive renovations to the space, and in consideration of the Tenant's improvements, the City delayed rent commencement for one year after Lease commencement. The Tenant improvements were conducted by Tenant's contractors, one of whom filed two Claims of Lien against the leasehold interest in August 2012. The contractor claimed he was owed $66,300.67 by the Tenant. The City placed the Tenant on notice of default. The Tenant in turn filed a Contest of Lien. The City, pursuant to Section 15 of the Lease Agreement, requested the Tenant provide the City with security in the amount of $99,451.00 immediately in connection with the Claim of Lien. On October 31, 2012, the contractor informed the Administration that negotiations were ongoing with Massage Partners and that the Tenant had offered to pay $40,000 of the $$66,300.67. One June 26, 2013, the City received two Releases and Satisfaction of Recorded Claims of Lien (attached hereto and marked "Attachment 2"). The City Attorney's office has determined said Releases are acceptable to the City.

Pending Lawsuit:
Tenant is sueing the adjacent tenant to the west of the Leased Premises, South Florida Salon Group, Inc. ("SFSG") for specific damages relating to the rights to approximately 160 square feet of space which are part of SFSG's lease with the City. The City was named as a party in the initial Complaint. The City Attorney's office required that any allegations as to the City be removed from the lawsuit. The City has since been removed and is no longer a party in the lawsuit. The City Attorney's office has determined the revised Complaint (attached hereto and marked "Attachment 3") is devoid of any allegations as to the City.

Use of Permit Doctor's Restrooms:
The Building Department will not allow Massage Partners to use an adjacent business' restroom (Permit Doctor), even if the adjacent business agrees to such arrangement and provides an affidavit.

Use of Common Area Restrooms on Second Floor:
The Building Department was not inclined to allow the use of the common area bathrooms of the office building since they could not be accessed through internal, common space. However, because the Chief Plumbing Inspector had already approved the use of the common area restrooms the Building Official has said he will allow it.

The entrance to the office building is open/unlocked Monday – Friday 7:00 AM to 7:00 PM and is closed on the weekends. The only persons with access to the building outside of these hours are City employees with City-issued identification/access cards. The Tenant has said they will only be open during Massage Envy hours which are Monday – Friday 8:00 AM to 10:00 PM and Saturday/Sunday 9:00 AM to 9:00 PM.

Massage Partners has said they are willing to escort any patrons of the nail salon to the common area restrooms during times when the 1701 Meridian office building is not open to the public. Massage Partners has also offered to install a security camera in the lobby of the office building. The camera would be connected to, and recorded by, Massage Partners' security equipment in the Premises. The City is named as an additional insured on Tenant's liability insurance

CONCLUSION AND RECOMMENDATION
From a business and practical standpoint, the Administration, as Landlord, has no objection to the additional use of the Premises as a nail salon. The Adminstration recommends the Mayor and City Commission accept the recommendation of the FCWPC to:

1. Allow the additional use of the Leased Premises as a nail salon

2. Allow the non-exclusive, revocable use of the Common Area Restrooms for the nail salon patrons

3. Charge additional rent for use of the Common Area Restrooms in the amount of $6.00 per square foot, payable in monthly installments of $124.

"Attachment 1" - DRAFT Amendment to the Lease
"Attachment 2" - Releases and Satisfaction of Recorded Claims of Lien
"Attachment 3" - Revised Complaint

JLM/KGB/MAS/MMM

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Attachment 1

AMENDMENT NO. 1 TO LEASE AGREEMENT

This Amendment No. 1 to Lease Agreement is entered into this 16th day of October, 2013 by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, (hereinafter referred to as "City" or "Landlord"); and **MASSAGE PARTNERS, INC.**, a Florida corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, on September 15, 2010, the Mayor and City Commission passed Resolution No. 2010-27488, approving a Lease Agreement between the City and Massage Partners, Inc. for the use of approximately 1802.89 square feet of City-owned property, located at 1701 Meridian Avenue, Unit 2 (a/k/a 767 17th Street), Miami Beach, Florida; said lease having a term of nine (9) years and 364 days, commencing on December 2, 2010, and ending on November 30, 2020; and

WHEREAS, on October 16, 2013, the Mayor and City Commission adopted Resolution No. 2013-_____ accepting the recommendation of the Finance and Citywide Projects Committee and approving and authorizing the Mayor and City Clerk to execute an amendment to the Lease Agreement between the City and Massage Partners, Inc., dated September 15, 2010, for the use of approximately 1802.89 square feet of City-owned property, located at 1701 Meridian Avenue, Unit 2 (a/k/a 767 17th Street), Miami Beach, Florida; said amendment consenting to the additional use of the Demised Premises as a nail salon; and

NOW THEREFORE, the City and Tenant, for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these presents mutually covenant and agree to amend the Lease Agreement, as follows:

1. Section 1, entitled "Demised Premises", located on Page 1 of the Lease Agreement, shall be amended so that the following subsection shall be added:

   1.1 Common Area Restrooms.
   Tenant shall have the non-exclusive, revocable use of the Common Area Restrooms located on the 2nd Floor of the Building, and as more specifically delineated in "Exhibit 1.1", attached hereto and incorporated herein, for Tenant's nail salon customers, subject to Tenant escorting any patrons of the nail salon to the Common Area Restrooms during times when the office portion of the Building is not open to the public

2. Section 3, entitled "Rent", located on Pages 1-3 of the Lease Agreement, shall be amended so that the following subsection shall be added:

   3.2.4 Maintenance Expenses For Common Area Restrooms:
   Commencing November 1, 2013, throughout the Term herein, the Maintenance Expenses for the Common Area Restrooms

shall be One Thousand Four Hundred Eighty Eight and 00/100 Dollars ($1,488.00) per year, payable in monthly installments of One Hundred Twenty Four and 00/100 Dollars ($124.00).

Tenant agrees and understands that the costs incurred for Maintenance Expenses may increase or decrease and, as such, Tenant's Maintenance Expenses shall increase or decrease accordingly.

3. Section 7, entitled "Use and Possession of Demised Premises", located on Page 5 of the Lease Agreement, shall be amended *(deleted items ~~struck through~~ and inserted items underlined)* as follows:

7. Use and Possession of Demised Premises.

7.1 The Demised Premises shall be used by the Tenant only for the purpose(s) of providing therapeutic massage services, facials, nail salon services and any other products or services authorized pursuant to Tenant's franchise agreement, dated June 2, 2010, attached hereto as Exhibit 7.1. Any additionally uses shall be subject to the prior written approval of the City Manager, in his sole and reasonable discretion.

Said Premises shall be open for operation as follows:

Monday - Friday:	8:00 AM to 10:00 PM
Saturday & Sunday:	9:00 AM to 9:00 PM

Tenant shall not otherwise modify the days or hours of operation without the prior written approval of the City Manager. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

4. Except as otherwise specifically amended herein, all other terms and conditions of the Lease Agreement by and between the Landlord and Tenant shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Lease Agreement, the provisions of this Amendment No. 1 to Lease Agreement shall govern.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

Attest:

CITY OF MIAMI BEACH, FLORIDA

Rafael Granado, CITY CLERK

Matti Herrera Bower, MAYOR

Witness:

MASSAGE PARTNERS, INC.

Signature

John Krutchik, PRESIDENT

Print Name

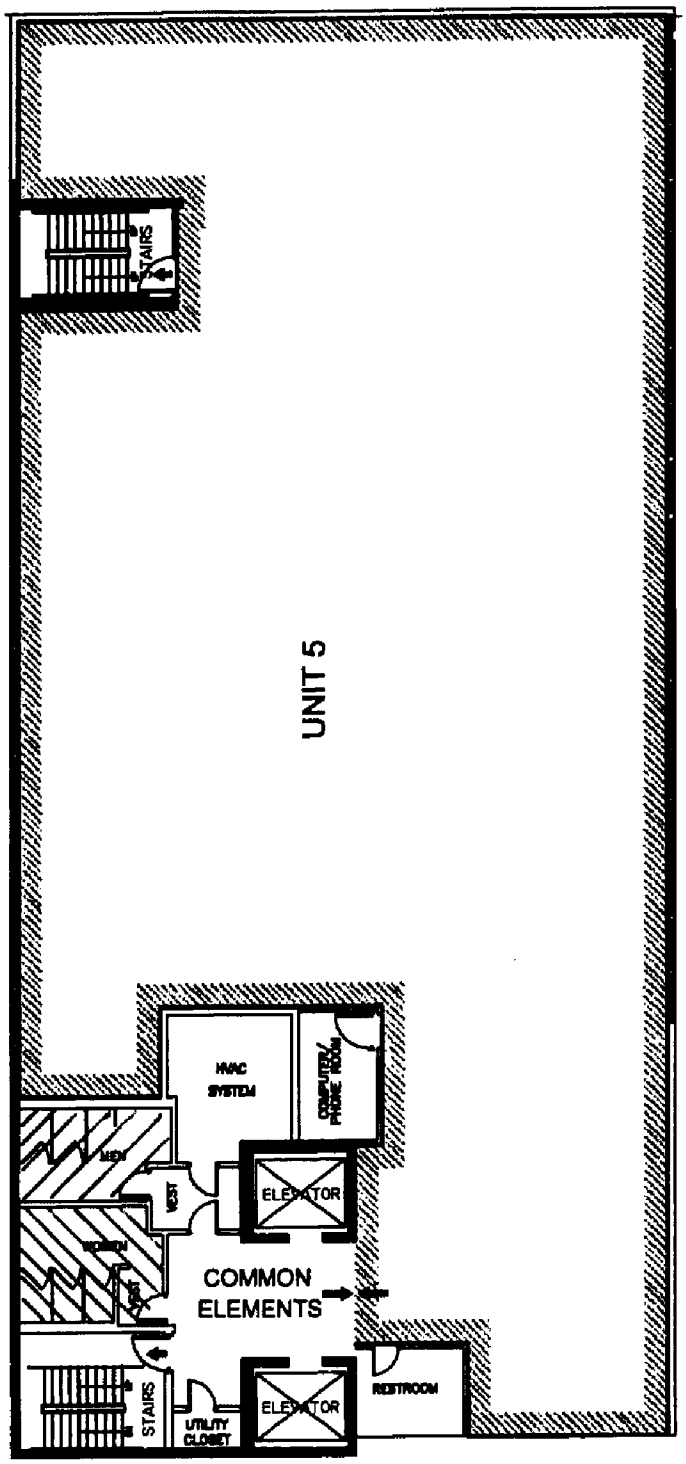
Signature

Print Name

CORPORATE SEAL
(affix seal here)

F:\RHCD\$ALL\ECON\$ALL\ASSET\777-17th Street\Massage Envy\Massage Partners - First Amendment (9-27-13).doc

EXHIBIT 1.1
Common Area Restrooms



1701 Meridian Avenue
2nd Floor

Attachment 2

RELEASE
AND
SATISFACTION
OF
RECORDED CLAIM OF LIEN

THIS INSTRUMENT PREPARED BY:
Ruben A. Diaz Jr., President
GENERATION VENTURES CORPORATION
2188 N.W. 25th Avenue
Miami, Florida 33142
(305) 633-5008

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The undersigned (lienor) having filed a Claim of Lien in the amount of **SIXTY-SIX THOUSAND, THREE HUNDRED DOLLARS AND 67/100 ($66,300.67)** against the property of **MASSAGE PARTNERS, INC. (Tenant)** on **July 25th, 2012** in Official Record Book **28202**, at Page **4848**, in the Office of the Clerk of the Circuit Court of **Miami-Dade** County, State of Florida, against real property described as:

LEASEHOLD INTEREST IN: 1701 MERIDIAN AVENUE, UNIT 2, (A/KA 767 17TH STREET), MASSAGE ENVY, MIAMI BEACH, FLORIDA, A/K/A "1701 MERIDIAN BUILDING CONDOMINUM UNIT 2", CONDOMINIUM RECORD'S BOOK 25724, PAGE 1183, MIAMI-DADE COUNTY, FLORIDA, FOLIO NO. 02-3234-206-0020.

NOW THEREFORE, the lienor, for the good and valuable consideration of **SIXTY-SIX THOUSAND, THREE HUNDRED DOLLARS AND 67/100 ($66,300.67)**, does hereby acknowledge having received full payment and satisfaction of the Claim of Lien and does direct the Clerk of the Circuit court to cancel and discharge the Claim of Lien in accordance with Section 713.21 of the Florida Statutes.

Signed, sealed, and delivered this 3rd day of May, 2013.

GENERATION VENTURES CORPORATION
2188 N.W. 25TH AVENUE
MIAMI, FLORIDA 33142

Ruben A. Diaz Jr., President

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **Ruben A. Diaz Jr.**, to me known to be the person described in, or has produced as identification and did take an oath, and who says that he/she is the **President** of, **GENERATION VENTURES CORPORATION** and that he/she hereby executed the foregoing instrument and he/she acknowledged before me that he/she executed the same for and on behalf of **GENERATION VENTURES CORPORATION**. and at its special instance and request.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of May A.D., 2013.

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE

Sonia Perez
(Typed or Printed Name of Notary Public)

***RETURN TO:* GENERATION VENTURES CORPORATION**
c/o P.O. BOX 820838
Pembroke Pines, Florida 33082

NOTARY PUBLIC-STATE OF FLORIDA
Sonia Perez
Commission # DD908137
Expires: JULY 29, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

COL NO. 4416

RELEASE
AND
SATISFACTION
OF
RECORDED CLAIM OF LIEN

THIS INSTRUMENT PREPARED BY:
Ruben A. Diaz Jr., President
CAPITOL STEET STRUCTURES
2188 N.W. 25th Avenue
Miami, Florida 33142
(305) 633-5008

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The undersigned (lienor) having filed a Claim of Lien in the amount of **TWENTY-FIVE THOUSAND, TWO HUNDRED, TWENTY-FOUR DOLLARS AND 18/100 ($25,224.18)** against the property of **MASSAGE PARTNERS, INC. (Tenant)** on **July 25th, 2012** in Official Record Book **28202**, at Page **4847**, in the Office of the Clerk of the Circuit Court of **Miami-Dade** County, State of Florida, against real property described as:

LEASEHOLD INTEREST IN: 1701 MERIDIAN AVENUE, UNIT 2, (A/KA 767 17TH STREET), MASSAGE ENVY, MIAMI BEACH, FLORIDA, A/K/A "1701 MERIDIAN BUILDING CONDOMINUM UNIT 2", CONDOMINIUM RECORD'S BOOK 25724, PAGE 1183, MIAMI-DADE COUNTY, FLORIDA, FOLIO NO. 02-3234-206-0020.

NOW THEREFORE, the lienor, for the good and valuable consideration of **TWENTY-FIVE THOUSAND, TWO HUNDRED, TWENTY-FOUR DOLLARS AND 18/100 ($25,224.18)**, does hereby acknowledge having received full payment and satisfaction of the Claim of Lien and does direct the Clerk of the Circuit court to cancel and discharge the Claim of Lien in accordance with Section 713.21 of the Florida Statutes.

Signed, sealed, and delivered this 3 day of May, 2013.

CAPITOL STEET STRUCTURES
2188 N.W. 25TH AVENUE
MIAMI, FLORIDA 33142

Ruben A. Diaz Jr., President

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **Ruben A. Diaz Jr.**, to me known to be the person described in, or has produced as identification and did take an oath, and who says that he/she is the **President** of, **CAPITOL STEET STRUCTURES** and that he/she hereby executed the foregoing instrument and he/she acknowledged before me that he/she executed the same for and on behalf of **CAPITOL STEET STRUCTURES** . and at its special instance and request.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of May A.D., 2013.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

SONIA PEREZ
(Typed or Printed Name of Notary Public)

RETURN TO: **CAPITOL STEET STRUCTURES**
c/o P.O. BOX 820838
Pembroke Pines, Florida 33082

NOTARY PUBLIC-STATE OF FLORIDA
Sonia Perez
Commission # DD908137
Expires: JULY 29, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

COL NO. 4415

Attachment 3

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 2012-37796 CA 15

Florida Bar No.: 221351

MASSAGE PARTNERS, INC., a Florida corporation d/b/a Massage Envy,	:
Plaintiff,	:
vs.	:
SOUTH FLORIDA SALON GROUP INC., a Florida corporation d/b/a Blo Bar,	:
Defendant.	:

SECOND AMENDED COMPLAINT

Plaintiff, MASSAGE PARTNERS, INC., a Florida corporation d/b/a Massage Envy (hereinafter "MASSAGE ENVY") sues the Defendant, SOUTH FLORIDA SALON GROUP, INC., a Florida corporation d/b/a Blo Bar (hereinafter "BLO BAR"), and says:

1. This is an action for specific performance of a contract and for damages for an amount in excess of $15,000.00.

JURISDICTIONAL ALLEGATIONS

2. The Plaintiff, MASSAGE ENVY, is a Florida corporation engaged in business in Miami-Dade County, Florida.

3. The Defendant, BLO BAR, is a Florida corporation engaged in business in Miami-Dade County, Florida.

4. Venue is proper in Miami-Dade County, Florida.

5. Commencing September 15, 2010, the Plaintiff, MASSAGE ENVY, became a tenant at the property located at 1701 Meridian Avenue, Unit 2, Miami Beach, Florida, where it operates a massage franchise. The landlord is the City of Miami Beach.

6. Prior to February 1, 2012, Unit 1 (the space next door to and directly adjacent to Unit 2) became vacant and available to rent. The Defendant, BLO BAR, desired to enter into a lease with the City of Miami Beach to lease 1701 Meridian Avenue, Unit 1, Miami Beach, Florida..

7. The square footage of the entire Unit 1, which BLO BAR desired to

lease from the City of Miami Beach is approximately 1,300 square feet.

8. The Plaintiff, MASSAGE ENVY, interested in expanding its existing operation, also desired to rent 160 square feet of Unit 1; and, on February 1, 2012, MASSAGE ENVY and BLO BAR entered into a written agreement whereby the Defendant, BLO BAR, agreed not to sign a lease with the City of Miami Beach for a specific portion of Unit 1 consisting of those 160 square feet so that those 160 square feet could be used by MASSAGE ENVY. A copy of the written agreement and floor plan describing the 160 square feet is attached hereto as Exhibit 1.

9. On February 1, 2012, the Defendant, BLO BAR, also signed a letter of agreement prepared by the leasing agent for the City of Miami Beach which sets forth the specific details of BLO BAR's agreement not to rent the subject 160 square feet from the City of Miami Beach. A copy of the letter of Agreement is attached hereto as Exhibit 2.

10. After the Plaintiff, MASSAGE ENVY, and the Defendant, BLO BAR, signed the written agreement setting forth their mutual agreement that BLO BAR would not sign a lease with the landlord,

City of Miami Beach, to rent the subject 160 square feet, BLO BAR breached its agreement with MASSAGE ENVY by entering into a written lease with the landlord to rent the subject 160 square feet in breach of its covenant with MASSAGE ENVY.

11. Thereafter, the Defendant, BLO BAR, built the interior of Unit 1; and, instead of allowing Plaintiff to construct the interior partition wall to incorporate the 160 square feet for Plaintiff's use, constructed interior walls that incorporated the 160 square feet that BLO BAR had agreed not to lease for itself.

COUNT I
(SPECIFIC PERFORMANCE OF AN AGREEMENT COVENANT NOT TO LEASE)

12. MASSAGE ENVY re-adopts and re-alleges the allegations contained in paragraphs 1 - 11.

13. The Plaintiff, MASSAGE ENVY, is entitled to specific performance of the written Agreement requiring the Defendant not to lease those160 square feet of Unit 1's space.

14. The Plaintiff, MASSAGE ENVY has demanded that the Defendant, BLO BAR, perform the Agreement to relinquish the 160 square feet; however, the Defendant refuses to abandon possession of the 160

square feet and refuses to comply with the written Agreement not to lease or use the 160 square feet.

15. The agreement by BLO BAR not to rent the 160 square foot space pertains to real property which by its nature is unique; and, therefore, Plaintiff, MASSAGE ENVY, seeks the equitable remedy of specific performance because it has no adequate remedy at law.

16. The Plaintiff, MASSAGE ENVY, has performed the agreement with BLO BAR and in entitled to a decree of specific performance to require the Defendant, BLO BAR, not to use the 160 square feet that it agreed not to lease and use.

17. When Defendant, BLO BAR entered into its lease with the City of Miami Beach, BLO BAR was aware it was required to enter into a lease for only rent 1,140 square feet of the premises and not incorporate those 160 square feet into the premises.

WHEREFORE the Plaintiff, MASSAGE ENVY, prays that the Court:

1) Enter a decree of specific performance requiring the Defendant, BLO BAR, to vacate possession of the 160 square feet pursuant to the terms of the agreement not to lease;

2) Enter a judgment against the Defendant, BLO BAR, for the damages

incurred by the Plaintiff, MASSAGE ENVY, as a result of the breach of the written agreement by Defendant, BLO BAR;

4) Grant any other equitable relief that the court deems proper and can fashion to require the Defendant, BLO BAR, to comply with its written agreement; and

5) Award costs and attorney's fees to Plaintiff.

COUNT II
(BREACH OF CONTRACT AGAINST BLO BAR)

18. The Plaintiff, MASSAGE ENVY re-adopts and re-alleges the allegations contained in paragraphs 1 - 11.

19. The Plaintiff, MASSAGE ENVY, and the Defendant, BLO BAR, entered into a written contract dated February 1, 2012 where the Defendant, BLO BAR, agreed:

a. Not to lease a specific 160 square foot portion of Unit 1, 1701 Meridian Avenue, Miami Beach, Florida, leaving the 160 square feet for MASSAGE ENVY;

b. With respect to any lease entered into by BLO BAR and the landlord, the parties agreed that MASSAGE ENVY is an intended third party beneficiary to enforce its rights under the

Agreement.

c. MASSAGE ENVY would pay for the construction of the partition wall between Unit 1 and 2 along the perimeter of the 160 square feet of the location.

20. BLO BAR breached the terms of the Agreement by:

a. Failing to allow MASSAGE ENVY to construct a partition wall between Unit 1 and 2, along the perimeter of the 160 feet of the location.

b. Entering into a lease agreement with the City of Miami Beach for the entire 1,300 square feet (including the subject 160 square feet) instead of only 1,140 square feet as BLO BAR agreed with MASSAGE ENVY that BLO BAR would do.

21. As a result of the breach of the agreement by the Defendant, BLO BAR, the Plaintiff, MASSAGE ENVY has been damaged by the loss of use of the 160 square feet of space and the compensation damage in the loss of profits to its business. The 160 square feet was going to be used to create two additional massage rooms to increase the total massage rooms from 9 to 11.

22. The Plaintiff, MASSAGE ENVY, has demanded that the Defendant,

BLO BAR, perform the contract but the Defendant, BLO BAR, has failed to perform the contract entitling the Plaintiff, MASSAGE ENVY, to recover damages including the loss of profits as a result of the breach by the Defendant, BLO BAR.

23. The Plaintiff, MASSAGE ENVY, is entitled to recover attorney's fees pursuant to the terms of the Agreement.

WHEREFORE, the Plaintiff, MASSAGE ENVY, prays that the Court enter a Judgment against the Defendant, BLO BAR for damages in excess of $15,000.00 together with interest, attorney's fees and costs.

SILVER & SILVER
108 South Miami Avenue, 2nd Floor
Miami, Florida 33130
E-mail: silver-silver@msn.com
Tel: (305) 374-4788
Fax: (305) 358-6535

By:
IRA S. SILVER, ESQ.
FBN 221351

[illegible]

EXHIBIT 1

Agreement

THIS AGREEMENT (hereinafter referred to as the "Agreement") made this 1st day of February, 2012, is between MASSAGE PARTNERS, INC. (hereinafter referred to as "Massage Envy") and SOUTH FLORIDA SALON GROUP, INC. (hereinafter referred to as "Blo Bar"). Blo Bar and Massage Envy are hereinafter referred to each as a "party" or collectively as the "parties."

RECITALS AND BACKGROUND:

WHEREAS, Massage Envy is currently a tenant of 1701 Meridian Avenue, Unit 2, Miami Beach, Florida and was seeking to expand its leased premises by renting currently vacant Unit 1 at the same address;

WHEREAS, Blo Bar wishes to open in S. Beach and was seeking to also lease Unit 1;

WHEREAS, the parties were competing with each other to rent the same Unit 1 space (hereinafter referred to as the "Location") and driving up the price, and risking that one party may get the entire Location leaving the other party with no part of the Location;

WHEREAS, the parties realize that they are better off not driving up the price and mitigating the aforesaid risk by coming to a mutually beneficial agreement so as to share the Location,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements of the parties and other good, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby agree as follows.

1. Purpose. The parties agree that the above recitals and background are true and hereby incorporate them into this Agreement. Subject to the terms and conditions of this Agreement, the parties agree to stop competing for the entire Location so that Blo Bar will rent from the landlord only 1,140 square feet of the Location and Massage Envy will rent from the landord 160 square feet of the Location (in the back right corner of the Location) *

2. Nails Exclusive. Blo Bar agrees not to perform any nails services at the Location; and, Blo Bar assigns to Massage Envy (or its designee) all rights, title, and exclusive interest to perform nail services at the Location and at Unit 2. This Agreement shall supersede any and all other paperwork created to date or in the future. With respect to any lease entered into by Blo Bar and the landlord, the parties agree that Massage Envy is an intended third party beneficiary to enforce its rights under this Agreement.

3. Parties' Duties. Massage Envy will pay for the construction of the partition wall between Unit 1 and Unit 2 along the perimeter of its 160 square feet of the Location. The parties agree to use their respective best efforts, to cooperate with each other, and to conduct themselves in a manner consistent with achieving the purpose of this Agreement. The parties understand that this Agreement and the terms of this Agreement are material inducements for Massage Envy to cease attempting to rent the entire Location from the landlord; and, the parties understand that Massage Envy is relying upon Blo Bar's

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agreements to abide by the terms of this Agreement so that Massage Envy secures the 160 square feet and the exclusive rights to nails services.

4. Termination. If, within ninety (90) calendar days from the last execution of this Agrement, Blo Bar does not rent its portion of the Location 1 from the landlord, Massage Envy shall be free to attempt to rent the whole Location; but, Blo Bar, and any successor or affiliate shall still be bound by this Agreement. Time is of the essence.

5. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

6. Scope of Application. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their respective heirs, and respective successors. The prevailing party attempting to enforce the terms of this Agreement shall be entitled to recover its reasonable legal fees and costs.

7. Entire Agreement and Modification. This Agreement is intended by the parties to be, and constitutes, a final, exclusive, and entire expression of the understanding between the parties with respect to the matters set forth in this Agreement and supersedes all prior understandings, if any, with respect thereto. This Agreement shall not be modified or amended except in writing executed by all Parties. The individuals signing this Agreement on behalf of their corporate entities represent they are fully empowered to do so.

IN AGREEMENT:

2/1/12
Massage Envy, Date

2-1-12
Blo Bar, Date

***Please see attached drawing to identify space partition**

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EXHIBIT 2

KONIVER STERN GROUP
RETAIL REAL ESTATE & BROKERAGE

January 31, 2012

Via email: Ofari@famnm.com

Re: **City of Miami Beach Retail – 17th St Unit 1**

Dear Eric:

On behalf of the owners of the above referenced development, I am pleased to present the following basic terms and conditions under which the owners would enter into a lease agreement with your client at the above referenced development.

Shopping Center Name:	**City of Miami Beach Retail**
Tenant:	**South Florida Salon Group**
Use:	Premises shall be used for the operation of a Blow dry Salon. The back right 160 sq. ft. of the space** shall be transferred to the next door tenant, Massage Partners, Inc's lease, and such tenant will create a partition wall and will receive exclusive manicure and pedicure rights.
Premises:	Approx 1,140 sq ft.
Term:	Five (5) years with a Five (5) year option
Rent:	Year 1: $51.00 psf.
Increases:	Three percent (3%) every year
Lease Commencement:	The date Lease is fully executed by Landlord and Tenant.
Rent Commencement:	90 days from the date Landlord delivers
Condition of Delivery:	As-is
Prepaid Rent:	One months rent, due upon lease execution
Minimum Security Deposit:	Six months rent, due upon lease execution
Construction Escrow:	Construction funds to be deposited into the tenant's attorney's escrow account to securitize construction. To be based upon General Contractor's final contract.
Contingency:	The terms of this proposal are valid upon approval of Tenant's Lease Application and up to ten (10) days from the date of Proposal.

1665 Washington Avenue, Penthouse
Miami Beach, Florida 33139
T (305) 532-6100 F (305) 532-6101

www.koniversterngroup.com

Generated by CamScanner

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO THE LEASE BETWEEN THE CITY AND MASSAGE PARTNERS, INC. ("TENANT"), DATED SEPTEMBER 15, 2010, FOR THE PREMISES LOCATED AT 1701 MERIDIAN AVENUE, UNIT 2 (A/K/A 767 17TH STREET), MIAMI BEACH, FLORIDA; SAID AMENDMENT TO THE LEASE CONCERNING: 1) THE ADDITIONAL USE OF THE LEASED PREMISES AS A NAIL SALON; 2) THE NON-EXCLUSIVE, REVOCABLE USE OF THE COMMON AREA RESTROOMS LOCATED ON THE SECOND FLOOR OF THE 1701 MERIDIAN AVENUE OFFICE BUILDING FOR TENANT'S NAIL SALON CUSTOMERS; AND 3) THE RENTAL RATE TO BE PAID BY TENANT FOR THE USE OF SAID COMMON AREA RESTROOMS

WHEREAS, on September 15, 2010, the Mayor and City Commission passed Resolution No. 2010-27488, approving a Lease Agreement between the City and Massage Partners, Inc. ("Tenant") for the use of approximately 1802.89 square feet of City-owned property, located at 1701 Meridian Avenue, Unit 2 (a/k/a 767 17th Street), Miami Beach, Florida ("Leased Premises"); said Lease having a term of nine (9) years and 364 days, commencing on December 2, 2010, and ending on November 30, 2020; and

WHEREAS, as stated in Section 7 of the Lease, the Leased Premises shall be used by the Tenant only for the purpose(s) of providing therapeutic massage services, facials, and any other products or services authorized pursuant to Tenant's Franchise Agreement with Massage Envy Franchising, LLC ("Franchisor"); and

WHEREAS, the Tenant has requested permission from the City to expand the use of the Leased Premises to include nail salon services in a small portion of the space ("Proposed Nail Salon Space") located at the front of the Leased Premises and separated by partition walls from the space from which the Tenant currently provides massage services; and

WHEREAS, the Franchisor has stated it cannot approve the sharing of restrooms by its franchisees with other businesses (i.e. the proposed nail salon); and

WHEREAS, subsequent to numerous discussions between the City Administration and the Tenant, it was determined that a separate restroom is also required by the City in order for the Proposed Nail Salon Space to obtain the applicable business tax receipt(s); and

WHEREAS, the Leased Premises do not contain a separate restroom which can be utilized by the nail salon customers; and

WHEREAS, the Tenant has requested approval to use of the common area restrooms located on the 2nd Floor of the 1701 Meridian Avenue office building ("Common Area Restrooms") for its nail salon customers; and

WHEREAS, the additional nail salon use and the use of the Common Area Restrooms was discussed at the September 19, 2013 Finance and Citywide Projects Committee meeting, and

WHEREAS, the Committee recommended in favor of allowing the nail salon use; and

WHEREAS, the Committee recommended in favor of allowing the non-exclusive, revocable use of the Common Area Restrooms for the Tenant's nail salon customers, subject to Tenant escorting any patrons of the nail salon to the Common Area Restrooms during times when the 1701 Meridian office building is not open to the public; and

WHEREAS, the Committee recommended the Common Area Restrooms, containing approximately 248 square feet, should be subject to the $6.00 PSF common area maintenance charge which the office tenant's currently pay; in the amount of $1,488 per year (248 sf x $6.00), payable in monthly installments of $124.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Finance and Citywide Projects Committee and approve and authorize the Mayor and City Clerk to execute Amendment No. 1 to the Lease between the City and Massage Partners, Inc. ("Tenant"), dated September 15, 2010, for the premises located at 1701 Meridian Avenue, Unit 2 (a/k/a 767 17th Street), Miami Beach, Florida; said amendment to the lease concerning: 1) the additional use of the Leased Premises as a nail salon; 2) the non-exclusive, revocable use of the common area restrooms located on the 2nd Floor of the 1701 Meridian Avenue office building for Tenant's nail salon customers; and 3) the rental rate to be paid by Tenant for the use of said common area restrooms.

PASSED and **ADOPTED** this _____ day of _____ 2013.

ATTEST:

_____ _____

Rafael Granado, CITY CLERK **MAYOR**

T:\AGENDA\2013\October 16\Massage Partners\Massage Partners RESO (10-16-13).docx

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 10/9/13 Date

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Mayor And The City Clerk To Execute Guaranteed Maximum Price (GMP) Amendment No. 1 To The Pre-Construction Services Agreement With QGS Development, Inc., Dated October 19, 2011, For Construction Management At Risk Services For The Par 3 Golf Course Project, In The Amount Of $4,227,898; And A Five (5) Percent Owner's Contingency In The Amount Of $211,395 For A Total Amount Of $4,439,293.

Key Intended Outcome Supported:

Ensure Value and Timely Delivery of Quality Capital Projects.

Supporting Data (Surveys, Environmental Scan, etc.): The 2012 Customer Satisfaction Survey indicated that 81% of businesses rated completed capital improvement projects as "excellent" or "good."

Item Summary/Recommendation:

Pursuant to the former City Manager's recommendation, on October 19, 2011, the Mayor and City Commission approved Resolution No. 2011-27791, authorizing the Mayor and City Clerk to execute a Pre-Construction Services Agreement with QGS. These services included: review of project requirements, existing on-site conditions, preliminary budget, project scheduling and phasing, value engineering; and submission of constructability recommendations to the consultant.

Per the requirements of the contract, the CMR, coordinates with the Architect/Engineer team and the City, the issuance of bid documents to a pre-approved list of subcontractors to obtain the pricing in order to develop the GMP.

On September 27, 2013, QGS held their subcontractor bid opening at the Capital Improvement Projects (CIP) Office in the presence of representatives of the City's CIP office, and consultants, McCumber Golf Inc. (McCumber) and Kobi Karp Architecture and Interior Design (Kobi Karp). The bids were evaluated and thoroughly reviewed to insure that they encompassed the full scope of work. The GMP was formulated based on the lowest responsive bid for each element. The GMP was then negotiated with the CMR to obtain the best possible price based on the specified project scope.

Following a number of discussions, evaluation of value-engineering (VE) options, analysis of constructability recommendations, and negotiations, QGS submitted the final negotiated GMP proposal in the amount of $4,227,898 (Exhibit A). The GMP Amendment No.1 (Exhibit B) reflects the proposed amount of $4,227,898, and a five percent owner's contingency in the amount of $211,395 for a total of $4,439,293.

In order to obtain further assurance that the best value for this project had been negotiated, the City contracted CMS Estimating Services (CMS), a consultant retained under the City's Constructability, Cost & Value Engineering Review Services contract, to perform an independent construction cost estimate. The estimated construction cost as submitted by CMS is $4,246,678 (Exhibit C).

This project was initially approved in the FY 2007/08 Capital Plan with a construction budget of $2,954,000. The original scope of work included the renovation of the existing golf course, greens, tees and bunkers as well as irrigation and drainage systems. As the project progressed and as requested by the Commission, several items were added or modified from the original scope. On June 9, 2010 Resolution No. 2010-27407 (Exhibit D) and on June 1, 2011, Resolution No. 2011-27677 (Exhibit E) the City approved and adopted the final scope of work as being, a 9 hole Par 3 golf course and lake system; restroom building; a 2,000 square foot splash pad; a 6,000 square foot tot lot; four (4) asphaltic concrete tennis courts and nine (9) parking spaces. In addition, the City requested that the project include a connection of the existing storm drainage located on Prairie Avenue and the Par 3 property to the lake system for emergency overflow; that the starter shack be included in the approved GMP and not as an alternate; the three (3) month turf grow in period be performed by the CMR, and that a permanent fertigation system be provided. This additional scope totals approximately $250,000.

The administration is of the opinion that based on the scope of work identified in the documents the final negotiated GMP is a competitive, fair and reasonable price.

The construction duration of this project has been negotiated at 273 calendar days (approximately 9 months) and it is anticipated that this work will commence in February 2014 (pending permit approvals).

It is recommended that the Mayor and City Commission adopt the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	$3,637,975	388-2627-069357- MCC CDT INT-CDT RESORT TAX
	2	$ 100,000	431-2730-069357- 2011 STORMWATER BONDS
	3	$ 211,395	388-2627-069357- MCC CDT INT-CDT RESORT TAX
	4	$ 489,923	306 – MID BEACH QUALITY OF LIFE - Subject to Future appropriation
OBPI	Total	$4,439,293	

Financial Impact Summary: No funds being expended at this time.

City Clerk's Office Legislative Tracking:

David Martinez, ext 6972

Sign-Offs:

Department Director	Assistant City Manager	City Manager
DM	MT	JLM

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MIAMIBEACH

AGENDA ITEM R7F

DATE 12-11-13

MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT NO. 1 TO THE PRE-CONSTRUCTION SERVICES AGREEMENT WITH QGS DEVELOPMENT, INC., DATED MARCH 20, 2012, FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE PAR 3 GOLF COURSE PROJECT, IN THE AMOUNT OF $4,227,898 PLUS A FIVE PERCENT OWNER'S CONTINGENCY IN THE AMOUNT OF $211,395; FOR A TOTAL AMOUNT OF $4,439,293 WITH PREVIOUSLY APPROPRIATED FUNDING IN THE AMOUNT OF $3,637,975 FROM FUND 388 - MDC CDT INTERLOCAL-CDT/RESORT FUND; $100,000 FROM FUND 431 – 2011 STORMWATER BONDS – RESO 2011-27782; $211,395 FROM FUND 388 - MDC CDT INTERLOCAL-CDT/RESORT FUND; AND $489,923 FROM FUND 306 – MID BEACH QUALITY OF LIFE, SUBJECT TO FUTURE APPROPRIATION THROUGH A CAPITAL BUDGET AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/14 TO BE PRESENTED AT THE DECEMBER 11, 2013 COMMISSION MEETING.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

KEY INTENDED OUTCOME SUPPORTED

Ensure Value and Timely Delivery of Quality Capital Projects.

FUNDING

$3,637,975	Account # 388-2627-069357 (previously appropriated)
$ 211,395	Account # 388-2627-069357 (previously appropriated)
$ 100,000	Account # 431-2730-069357 (previously appropriated)
$3,949,370	
$ 489,923	Account # 306 - Mid Beach Quality of life (subject to future appropriation)
$4,439,293	

Funding for this amendment in the amount of $3,637,975 has been previously appropriated from Fund 388 - MDC CDT Interlocal-CDT/Resort Fund, and $100,000 from Fund 431 – Stormwater Bonds 2011 – Resolution 2011-27782; a five percent owner's contingency amount of $211,395 from Fund 388 - MDC CDT Interlocal-CDT/Resort Fund; and $489,923 from Fund 306 - Mid Beach Quality of life, subject to future appropriation through a budget amendment to the FY 2013/14 Capital Budget.

ANALYSIS

The Mayor and City Commission at its July 13, 2011 commission meeting authorized the Administration to issue an RFQ for a Construction Manager at Risk (CMR) firm to provide pre-construction services and construction phase services via a Guaranteed Maximum Price (GMP) amendment for the Par 3 Golf Course Project.

RFQ No.41-10/11 was issued on July 19, 2011 and QGS Development (QGS) submitted their proposal and were interviewed along with four (4) other CMR firms. On August 19, 2011, the selection committee unanimously ranked QGS as the top-ranked firm.

Pursuant to the former City Manager's recommendation, on October 19, 2011, the Mayor and City Commission approved Resolution No. 2011-27791, authorizing the Mayor and City Clerk to execute a Pre-Construction Services Agreement with QGS. These services included: review of project requirements, existing on-site conditions, preliminary budget, project scheduling and phasing, value engineering; and submission of constructability recommendations to the consultant.

Per the requirements of the contract, the CMR, coordinates with the Architect/Engineer team and the City, the issuance of bid documents to a pre-approved list of subcontractors to obtain the pricing in order to develop the GMP.

On September 27, 2013, QGS held their subcontractor bid opening at the Capital Improvement Projects (CIP) Office in the presence of representatives of the City's CIP office, and consultants, McCumber Golf Inc. (McCumber) and Kobi Karp Architecture and Interior Design (Kobi Karp). The bids were evaluated and thoroughly reviewed to insure that they encompassed the full scope of work. The GMP was formulated based on the lowest responsive bid for each element. The GMP was then negotiated with the CMR to obtain the best possible price based on the specified project scope.

Following a number of discussions, evaluation of value-engineering (VE) options, analysis of constructability recommendations, and negotiations, QGS submitted the final negotiated GMP proposal in the amount of $4,227,898 (Exhibit A). The GMP Amendment No.1 (Exhibit B) reflects the proposed amount of $4,227,898, and a five percent owner's contingency in the amount of $211,395 for a total of $4,439,293.

In order to obtain further assurance that the best value for this project had been negotiated, the City contracted CMS Estimating Services (CMS), a consultant retained under the City's Constructability, Cost & Value Engineering Review Services contract, to perform an independent construction cost estimate. The estimated construction cost as submitted by CMS is $4,246,678 (Exhibit C).

This project was initially approved in the FY 2007/08 Capital Plan with a construction budget of $2,954,000. The original scope of work included the renovation of the existing golf course, greens, tees and bunkers as well as irrigation and drainage systems. As the project progressed and as requested by the Commission, several items were added or modified from the original scope. On June 9, 2010 Resolution No. 2010-27407 (Exhibit D) and on June 1, 2011, Resolution No. 2011-27677 (Exhibit E) the City approved and adopted the final scope of work as being, a 9 hole Par 3 golf course and lake system; restroom building; a 2,000 square foot splash pad; a 6,000 square foot tot lot; four (4) asphaltic concrete tennis courts and nine (9) parking spaces. In addition, the City requested that the project include a connection of the existing storm drainage located on Prairie Avenue and the Par 3 property to the lake system for emergency overflow; that the starter shack be included in the approved GMP and not as an

alternate; the three (3) month turf grow in period be performed by the CMR; and that a permanent fertigation system be provided. This additional scope totals approximately $250,000.

The administration is of the opinion that based on the scope of work identified in the documents the final negotiated GMP is a competitive, fair and reasonable price.

The construction duration of this project has been negotiated at 273 calendar days (approximately 9 months) and it is anticipated that this work will commence in February 2014 (pending permit approvals). The anticipated Project Schedule for the construction of the Par 3 Golf Course is as follows:

Commission GMP Award:	December 11, 2013
Notice to Proceed Number One:	January, 2014
Notice to Proceed Number Two:	February, 2014
Project Completion:	November, 2014

CONCLUSION

The Administration recommends the approval of the attached resolution authorizing the Mayor and the City Clerk to execute Guaranteed Maximum Price (GMP) Amendment No. 1 to the Pre-Construction Services Agreement with QGS Development, dated March 20, 2012, for Construction Management at Risk Services for the Par 3 Golf Course project, in the amount of $4,227,898 and a five percent owner's contingency in the amount of $211,395, from previously appropriated funding and future budget appropriation at the December 11, 2013 Commission Meeting.

Attachments:
Exhibit A - QGS Development – Construction Management at Risk GMP Proposal
Exhibit B - QGS Amendment # 1
Exhibit C - CMS – Third Party Estimate of Construction Costs
Exhibit D - Resolution No. 2010-27407
Exhibit E - Resolution No. 2011-27677

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EXHIBIT A

17502 County Road 672 ■ P.O. Drawer 108 ■ Lithia, Florida 33547
Phone: (800) 446-3326 ■ (813) 634-3326 ■ Fax (813) 634-1733

ESTIMATED SCHEDULE OF VALUES
FOR

Miami Beach Par 3 - 100%

Bid #3 October 10, 2013

Golf Course Plans dated - August 7, 2013 - 100%
Amenities Plans dated - September 3rd, 2013 - Permit Set

1. General Conditions

Item	Description	Quantity		Unit Price	Total
1	Permit Expediting Service	1	ls	$ 1,500.00	$ 1,500.00
2	Temporary Office Trailer Set-up & Breakdown	1	ls	$ 4,509.09	$ 4,509.09
3	Temporary Perimeter Fence	Not in Plans		$ -	
4	Survey Layout	1	ls	$ 39,535.00	$ 39,535.00
5	Job Site Sign	1	ls	$ 700.00	$ 700.00
6	Equipment MOB/DeMOB	1	ls	$ 20,509.09	$ 20,509.09
7	Bonds & Insurance Requirements	1	ls		
8	City Permit Fees	1	ls	$ -	$ -
9	MOT	1	ls	$ 10,909.09	$ 10,909.09
10	Safety & First Aid	9	mth	$ -	$ -
11	Temporary Fence at Trailer & Laydown Area	1	ls	$ 3,090.91	$ 3,090.91
12	Power Company Charges - Set up FP&L	1	ls	$ 2,272.73	$ 2,272.73
13	Temp. Power Hookup & Removal	1	ls	$ 5,227.27	$ 5,227.27
14	Phone Fax Service	9	mth	$ 90.91	$ 818.19
15	Temp Trailer Rental	9	mth	$ 457.27	$ 4,115.43
16	Temp. Trailer Electrical	9	mth	$ 113.64	$ 1,022.76
17	Temp. Water Set-up	1	ls	$ 2,168.18	$ 2,168.18
18	Temp. Water Service	9	mth	$ 45.45	$ 409.05
19	Port-A-Pot	9	mth	$ 500.00	$ 4,500.00
20	Progress Photos	9	mth	$ 136.36	$ 1,227.24
21	Office Supplies & Machines	9	mth	$ 90.91	$ 818.19
22	As-Built Plans	1	ls	$ 18,950.00	$ 18,950.00
23	C. P. M. Schedule	9	mth	$ 1,192.27	$ 10,730.43
24	Extra Plans	1	ls	$ -	$ -
25	Misc as Needed	9	mth	$ -	$ -
26	Dumpsters	30	lds	$ 454.55	$ 13,636.50
27	Project Manager	39	wks	$ 1,454.55	$ 56,727.45
28	Field Administration Assistant	39	wks	$ -	$ -
29	Site Superintendent	39	wks	$ 1,113.64	$ 43,431.96
				Total	**$ 246,808.56**

2. Site Work/Demo

Item	Description	Quantity		Unit Price	Total
1	Tree Protection Fence (6' CL)	3,900	lf	$ 2.89	$ 11,271.00
2	Tree Protection (Orange Fence or Equal)	2,055	lf	$ 2.18	$ 4,479.90
3	NPDES Compliance/Silt Fence, Turbidity Barrier& Inlet Protection	1	ls	$ 25,531.82	$ 25,531.82
				Total	$ 41,282.72

3. Potable Water

Item	Description	Quantity		Unit Price	Total
1	20" x 6" Tapping Sleeve & Valve	1	ea	$ 19,574.55	$ 19,574.55
2	6" DIP WM Wrapped & Restrained	80	lf	$ 78.45	$ 6,276.00
3	6" DDCVA	1	ea	$ 15,570.00	$ 15,570.00
4	6" Fittings	1	ls	$ 8,027.27	$ 8,027.27
5	6" Gate Valve	1	ea	$ -	$ -
6	Temporary Blow-offs	1	ea	$ 1,009.09	$ 1,009.09
7	4" Irrigation Meter w/City Fees	1	ea	$ 12,445.45	$ 12,445.45
8	8" x 2" Tap & Corp Stop	1	ea	$ 5,230.00	$ 5,230.00
9	2" Poly w/3" Casing	1	ea	$ 3,422.73	$ 3,422.73
10	2" Meter & BFP w/City Fess	1	ea	$ 11,581.82	$ 11,581.82
11	Cut and replace road	1	ea	$ -	$ -
12	Remove & Replace Sidewalk & Curb	1	ls	$ -	$ -
13	Remove & Replace Sod	1	ls	$ -	$ -
14		1	ea	$ -	$ -
15		1	ea	$ -	$ -
16		1	ea	$ -	$ -
				Total	$ 83,136.91

4. Sanitary Sewer

Item	Description	Quantity		Unit Price	Total
1	Pump Station as Designed	1	ea	$ 71,570.91	$ 71,570.91
2	PS Valve Vault	1	ea	$ 2,143.64	$ 2,143.64
3	4" C-900 Gravity Sewer	101	lf	$ 39.21	$ 3,960.21
4	SS Clean-outs	2	ea	$ 845.45	$ 1,690.90
5	Connect to existing 3" FM	1	ea	$ 4,986.36	$ 4,986.36
6	3" Force Main	17	lf	$ 11.17	$ 189.89
7	Remove & Replace Sidewalk & Curb	1	ls	$ -	$ -
8	Disassemble & reassemble Bus Stop	1	ls	$ -	$ -
				Total	$ 84,541.91

5. Streets

Item	Description	Quantity		Unit Price	Total
1	1 1/2" S-1 Asphalt - Parking Lot	475	sy	$ 13.00	$ 6,175.00
2	8" LR Base - includes under curb	600	sy	$ 13.67	$ 8,202.00
3	12" Stabilized Subgrade	637	sy	$ 7.66	$ 4,879.42
4	Type D Curb	292	lf	$ 15.98	$ 4,666.16
5	Gutter & Driveway	507	sf	$ 10.65	$ 5,399.55
6	4" Sidewalk w/color	3,813	sf	$ 2.77	$ 10,562.01
7	Truncated Domes	7	loc	$ 150.00	$ 1,050.00

5. **Streets (Cont.)**

Item	Description	Quantity		Unit Price	Total
8	Signage & Striping	1	ls	$ 1,000.00	**$ 1,000.00**
9	Demolish Sidewalk & Curb	1	ls	$ 1,140.91	**$ 1,140.91**
10	1" S-3 Asphalt - Jogging Trail	1,412	sy	$ 13.71	**$ 19,358.52**
11	6" LR Base	1,883	sy	$ 11.11	**$ 20,920.13**
12	12" Compacted Subgrade	2,118	sy	$ 6.95	**$ 14,720.10**
13	5' x 4" Sidewalk w/color	3,490	sf	$ -	**$ -**
14	8' x 4" Sidewalk w/color	1,600	sf	$ 3.86	**$ 6,176.00**
15	10' x 4" Sidewalk w/color	12,261	sf	$ 3.86	**$ 47,327.46**
16	Signage & Striping	1	ls	$ 1,000.00	**$ 1,000.00**
17	Truncated Domes	1	loc	$ 320.00	**$ 320.00**
				Total	**$ 152,897.26**

6. **Earthwork**

Item	Description	Quantity		Unit Price	Total
1	Lake Excavation	28,500	cy	$ 2.14	**$ 60,990.00**
2	Lake Bank Shaping	1	ls	$ 954.55	**$ 954.55**
3	Spread Fill, Rough Grade	1	ls	$ 5,181.82	**$ 5,181.82**
4	Shallow Pipe Pad Allowance	500	sf	$ 11.90	**$ 5,950.00**
				Total	**$ 73,076.37**

7. **Drainage**

Item	Description	Quantity		Unit Price	Total
1	4" HDPE	81	lf	$ 45.33	**$ 3,671.73**
2	6" HDPE	103	lf	$ 46.25	**$ 4,763.75**
3	8" HDPE	57	lf	$ 47.98	**$ 2,734.86**
4	10" HDPE	59	lf	$ 49.53	**$ 2,922.27**
5	12" HDPE	31	lf	$ 64.68	**$ 2,005.08**
6	15" HDPE	111	lf	$ 67.48	**$ 7,490.28**
7	18" HDPE	954	lf	$ 69.46	**$ 66,264.84**
8	24" HDPE	180	lf	$ 78.02	**$ 14,043.60**
9	36" HDPE	119	lf	$ 101.14	**$ 12,035.66**
10	Valley Inlet	2	ea	$ 8,772.73	**$ 17,545.46**
11	12" Basin	6	ea	$ 5,400.00	**$ 32,400.00**
12	15" Basin	1	ea	$ 5,636.36	**$ 5,636.36**
13	18" Basin	2	ea	$ 8,954.55	**$ 17,909.10**
14	**Construct New** Inlet S-15	1	ea	$ 12,572.73	**$ 12,572.73**
15	Yard Drains	7	ea	$ 9,250.00	**$ 64,750.00**
16	Manhole	1	ea	$ 7,840.91	**$ 7,840.91**
17	Control Structure CS-11	1	ea	$ 13,804.55	**$ 13,804.55**
18	Control Structure CS-05	1	ea	$ 13,645.45	**$ 13,645.45**
19	Rubber Check Valves	3	ea	$ 9,281.82	**$ 27,845.46**
20	Exfiltration Trench w/filter cloth, stone & perforated 15" HDPE	48	lf	$ 225.45	**$ 10,821.60**
21	Exfiltration Trench w/filter cloth, stone & perforated 18" HDPE	40	lf	$ 257.27	**$ 10,290.80**
22	RipRap	8	loc	$ 2,727.27	**$ 21,818.16**

7. **Drainage (Cont.)**

Item	Description	Quantity		Unit Price	Total
23	Root Barrier	260	lf	$ 19.54	$ 5,080.40
24	Root Prune	200	lf	$ 17.73	$ 3,546.00
25	Demo Drain Pipe	445	lf	$ 75.88	$ 33,766.60
26	Demo Drain Structure	3	ea	$ 4,000.00	$ 12,000.00
27	Temporary Pipe Plug	1	ea	$ 5,909.09	$ 5,909.09
28	Clean Existing 12" RCP	1	ls	$ 4,000.00	$ 4,000.00
				Total	$ 437,114.74

8. **Golf Course**

Item	Description	Quantity		Unit Price	Total
1	Round-Up/Rotovate	20	ac	$ 1,045.45	$ 20,909.00
2	Rough Shaping	1	ls	$ 23,390.91	$ 23,390.91
3	Greens Construction	42,317	sf	$ 3.29	$ 139,222.93
4	Tee Construction	45,850	sf	$ 0.14	$ 6,419.00
5	Bunker Construction	11,750	sf	$ 0.95	$ 11,162.50
	Drainage			$ -	
6	4" Perf	625	lf	$ 8.73	$ 5,456.25
7	4" Solid	845	lf	$ 4.99	$ 4,216.55
8	6" Solid	1,177	lf	$ 13.16	$ 15,489.32
9	8" Solid	485	ea	$ 15.81	$ 7,667.85
10	12" Solid	360	ea	$ 22.85	$ 8,226.00
11	12" In-line Drains	23	ea	$ 540.91	$ 12,440.93
				$ -	
12	Irrigation Pump Station/Wet Well/Intake/Slab	1	ls	$ 248,076.36	$ 248,076.36
13	Pump House	1	ea	$ 73,073.18	$ 73,073.18
14	Irrigation System Golf Course & Landscape	1	ls	$ 380,651.14	$ 380,651.14
15	Fertigation System & Containment Area	1	ls	$ 22,310.00	$ 22,310.00
16	Finish Shaping	1	ls	$ 22,735.00	$ 22,735.00
	Grassing & Amendments			$ -	
17	Sprig Greens - Platinum Paspalum	42,317	sf	$ 0.37	$ 15,657.29
18	Sprig Tees - Platinum Paspalum	45,850	sf	$ 0.33	$ 15,130.50
19	Sod - Platinum Paspalum	235,000	sf	$ 0.56	$ 131,600.00
20	Sod - St Augustine Palmetto	26,700	sf	$ 0.50	$ 13,350.00
21	Grow-In	3	mth	$ 20,000.00	$ 60,000.00
				Total	$ 1,237,184.71

9. **Landscape - Golf Course**

Item	Description	Quantity		Unit Price	Total
1	Cabbage Palms	26	ea	$ 250.00	$ 6,500.00
2	Mahogany	2	ea	$ 250.00	$ 500.00
3	Green Buttonwood	21	ea	$ 225.00	$ 4,725.00
4	Hong Kong Orchid	3	ea	$ 200.00	$ 600.00
5	Orange Geiger	3	ea	$ 200.00	$ 600.00
6	Frangipani	3	ea	$ 300.00	$ 900.00
7	Wild Tamarind	3	ea	$ 200.00	$ 600.00
8	Simson's Stopper	3	ea	$ 275.00	$ 825.00
9	Trumpet Tree	3	ea	$ 200.00	$ 600.00

9. **Landscape - Golf Course (Cont.)**

Item	Description	Quantity		Unit Price	Total
10	Paradise Tree	3	ea	$ 250.00	$ 750.00
	Tree Total	**$ 16,600.00**		$ -	
11	Coontie	260	ea	$ 10.00	$ 2,600.00
12	Red Tip Cocoplum	345	ea	$ 7.00	$ 2,415.00
13	Sea Grape	95	ea	$ 7.00	$ 665.00
14	Dwarf Var. Schefflera	195	ea	$ 7.00	$ 1,365.00
	Shrub Total	**$ 7,045.00**		$ -	
15	Evergreen Giant Lirope	935	ea	$ 4.00	$ 3,740.00
	Ground Cover Total	**$ 3,740.00**		$ -	
16	Muhly Grass	5,770	ea	$ 2.00	$ 11,540.00
17	Faxahatchee Grass	520	ea	$ 4.00	$ 2,080.00
18	Sand Cordgrass	5,560	ea	$ 2.00	$ 11,120.00
19	Seashore Dropgrass	3,195	ea	$ 2.00	$ 6,390.00
	Grass Total	**$ 31,130.00**		$ -	
20	Mulch - Melaluca	1,232	cy	$ 28.00	$ 34,496.00
	Mulch Total	**$ 34,496.00**		$ -	
21	Spike Rush	520	ea	$ 3.50	$ 1,820.00
22	Soft Rush	890	ea	$ 3.50	$ 3,115.00
	Aquatic Total	**$ 4,935.00**		$ -	
23	Tree Relocate - Average	37	ea	$ 586.74	$ 21,709.38
	Tree Relocates Total	**$ 21,709.38**		$ -	
24	Tree Removal - Average	35	ea	$ 550.00	$ 19,250.00
	Tree Removal Total	**$ 19,250.00**		$ -	
				Total	**$ 138,905.38**

9. A Landscape - Amenities

Item	Description	Quantity		Unit Price	Total
1	Cabbage Palms	12	ea	$ 250.00	$ 3,000.00
	Tree Total	**$ 3,000.00**		$ -	
2	Coontie	80	ea	$ 10.00	$ 800.00
3	Firebush	90	ea	$ 8.00	$ 720.00
4	Red Tip Cocoplum	300	ea	$ 7.00	$ 2,100.00
5	Blue Plumbago	55	ea	$ 8.00	$ 440.00
6	Horizontal Cocoplum	230	ea	$ 14.00	$ 3,220.00
	Shrub Total	**$ 7,280.00**		$ -	
7	Blueberry Flax Lily	65	ea	$ 4.00	$ 260.00
	Ground Cover Total	**$ 260.00**		$ -	
8	Muhly Grass	60	ea	$ 2.00	$ 120.00
9	Faxahatchee Grass	50	ea	$ 4.00	$ 200.00
10	Sand Cordgrass	25	ea	$ 2.00	$ 50.00
	Grass Total	**$ 370.00**		$ -	
11	Mulch - Melaluca	80	cy	$ 28.00	$ 2,240.00
	Mulch Total	**$ 2,240.00**		$ -	
12	Tree Relocate	13	ea	$ 400.00	$ 5,200.00
	Tree Relocates Total	**$ 5,200.00**		$ -	
				Total	**$ 18,350.00**

10. Amenities

Item	Description	Quantity		Unit Price	Total
1	**Tot Lot w/shade, benches, Etc**				
	Play Ground Eqpt and Related Work	1	ls	$ 205,362.50	**$ 205,362.50**
	10x10 Shade System	2	ea	$ 5,018.27	**$ 10,036.54**
	21x28 Shade System	1	ea	$ 12,132.18	**$ 12,132.18**
	36x50 Shade System	1	ea	$ 26,498.36	**$ 26,498.36**
	Handicap Picnic Table	1	ea	$ 1,859.20	**$ 1,859.20**
	Picnic Table	1	ea	$ 1,733.07	**$ 1,733.07**
	Trash Receptacle	1	ea	$ 1,858.46	**$ 1,858.46**
	Park Benches	5	ea	$ 1,676.57	**$ 8,382.85**
	Concrete area for entry/picnic area	500	sf	$ 4.91	**$ 2,455.00**
	Aluminum Fence and Gate	309	lf	$ 42.05	**$ 12,993.45**
2	**Splash Pad w/shade, benches, Etc**				
	Splash Pad and Equipment	1	ls	$ 364,580.00	**$ 364,580.00**
	10x20 Shade System	2	ea	$ 8,523.86	**$ 17,047.72**
	Trash Receptacle	2	ea	$ 1,858.46	**$ 3,716.92**
	Park Benches	5	ea	$ 1,676.57	**$ 8,382.85**
	Aluminum Fence and Gate	231	lf	$ 43.73	**$ 10,101.63**
				$ -	
3	Restroom/Pump Room	1	ls	$ 241,646.50	**$ 241,646.50**
4	Starters Shed	1	ls	$ 43,327.27	**$ 43,327.27**
5	**Electrical**			$ -	
	Street light relocation (2)	1	ls	$ 18,900.00	**$ 18,900.00**
	Site Electrical	1	ls	$ 99,502.00	**$ 99,502.00**
6	Tennis Courts	1	ls	$ 145,751.76	**$ 145,751.76**
				Total	**$ 1,236,268.26**

SUMMARY

1.	General Conditions	$	246,808.56
2.	Site Work/Demo	$	41,282.72
3.	Potable Water	$	83,136.91
4.	Sanitary Sewer	$	84,541.91
5.	Streets	$	152,897.26
6.	Earthwork	$	73,076.37
7.	Drainage	$	437,114.74
8.	Golf Course	$	1,237,184.71
9.	Landscape - Golf Course	$	138,905.38
9.A	Landscape - Amenities	$	18,350.00
10.	Amenities	$	1,236,268.26
	Project Total	**$**	**3,749,566.82**
11.	**CM Fee @ 9.00%**	$	337,461.01
12.	**Allowance for Permit**	$	100,000.00
13.	**Bond & Insurance @1.00%**	$	40,870.00
	Subtotal with Fee, Bond, and Insurance	**$**	**4,227,897.83**
14.	**Owner's Contingency @ 5.00%**	$	211,394.89
	Estimate Grand Total	**$**	**4,439,292.72**

Deductive Alternates

15.	**Starter Shack**	$	47,660.00
16.	**Pipe/Structure from Prairie Avenue (PWD. Req.)**	$	100,148.60

PROPOSAL CLARIFICATIONS

1. Items not included: permanent signs, golf course accessories and set up

Clarifications:

1. This proposal is based on the existing TOPO on the plans being accurate within +/- 0.2 feet at any given location. TOPO verification may be required prior to final contract.
2. No 12" excavate and mix added to landscape areas of golf
3. Splash Pad Equipment - Rain Drop
4. SPECIAL NOTE: Perimeter White Decking is quoted with Original Mortex Kool Deck. If Tuff Coat is required, ADD $3,600.00

EXHIBIT B

GMP AMENDMENT No.1

GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT NO.1 TO THE AGREEMENT FOR PRE-CONSTRUCTION SERVICES BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND QGS DEVELPOMENT, INC., FOR CONSTRUCTION MANAGER AT RISK SERVICES PURSUANT TO RESOLUTION NO. 2011-27791 ENTITLED "CONSTRUCTION MANAGEMENT AT RISK PRE-CONSTRUCTION SERVICES FOR THE PAR 3 GOLF COURSE RENOVATION PROJECT.

THIS GMP AMENDMENT NO.1, made and entered into as of this ____day of_____, **("GMP Amendment No 1")** amends that certain Agreement between Owner, the **CITY OF MIAMI BEACH, FLORIDA** (also, City) and Construction Manager, **QGS DEVELPOMENT, Inc.,** (hereinafter Construction Manager or CM), made as of the _____day of_____, for the following described Project:

Par 3 Golf Course
2500 Pinetree Drive
Miami Beach, FL, 33139

WHEREAS, the Owner and the CM have agreed to amend the Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, in the Agreement and the other Contract Documents and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the CM do hereby agree as follows:

1. This **GMP Amendment No. 1** is executed in connection with, and is deemed to be part of the Agreement and the Contract Documents. Wherever the terms of this **GMP Amendment No.** 1 and the terms of the Contract Documents are in conflict, the terms of this **GMP Amendment No. 1** shall govern and control. The terms used herein, unless otherwise defined in this **GMP Amendment No. 1** shall have the meanings ascribed to them in the Contract Documents.

2. The following are hereby incorporated into the Contract Documents and made part thereof:

   a. The construction documents listed on **Attachment I, GMP Amendment No.1**, attached hereto, which are made a part of the Contract Documents by this reference (the "Construction Documents"); and

   b. The specifications listed on **Attachment II, GMP Amendment No.1,** attached hereto, which specifications are made a part of the Contract Documents by this reference (the "Specifications"); and

   c. Those documents listed on **Attachment III**, Additional Contract Documents, refer to the executed pre-construction services agreement, attached hereto, are made a part of the Contract Documents by this reference; and

   d. Those documents listed on **Attachment IV, GMP Amendment No.1,** GMP Book

inclusive of CM's Proposal, Qualifications and Assumptions attached hereto, are made a part of the Contract Documents by this reference; and

e. Those documents listed on **Attachment V, GMP Amendment No.1,** the CM's Salary and Wage Schedule attached hereto, are made part of the contract Documents by this reference; and

f. The Scope of the Work for the Par 3 Project, contemplated in this **GMP Amendment No.1,** and as described in **Attachment I, GMP Amendment No.1,** is hereby incorporated into the Work; and

g. The Project Schedule will be provided for this Project and is set forth on **Attachment VI-GMP Amendment No.1,** attached hereto, are made a part hereof by this reference; and

h. The CM's Onsite Management and Supervisory Personnel for this Project shall be set forth herein, and incorporated as **Attachment VII** to this Agreement.

i. The date of Commencement for the construction of the Par 3 project in this **GMP Amendment No.1,** shall commence upon the issuance of Notice To Proceed (NTP) # 2, by the parties hereto (the "Date of Commencement").

j. The CM shall achieve Substantial Completion of the Work for the Par 3 project as contemplated in this **GMP Amendment No.1,** no later than 243 calendar days from the issuance of NTP # 2, the Date of Commencement (the "Contract Time"), and Final Completion, not later than thirty (30) calendar days from the date of Substantial Completion. Failure to meet either the Substantial Completion or Final Completion dates shall be a material breach of this Agreement and liquidated damages will be assessed thereinafter.

k. Upon failure of the CM to substantially complete the Work contemplated in this **GMP Amendment No.1,** within the specified period of time, plus any approved time extensions, CM shall pay to the City the sum of $1,000 for each calendar day after the time specified in subsection 2(j) of this Amendment.

l. The Guaranteed Maximum Price (GMP) for the Scope of Work contemplated in this **GMP Amendment No.1,** for the **Par 3** project, is hereby guaranteed by the CM not to exceed the sum of $4,227,898. (**GMP Amendment No.1**), based upon the entire Scope of the Work as described in the Contract Documents, as amended herein, and including, but not limited to, the Construction Documents and the Specifications, subject only to additions and deductions by Contract Amendment(s) or Construction Change Directive, as provided in the Contract Documents. The **GMP** for **GMP Amendment No.1** is more particularly itemized in the Schedule of Values prepared in accordance with the terms of the Agreement, which Schedule of Values is attached hereto as **Attachment VIII-GMP Amendment No.1,** and made a part of the Contract Documents by this reference. Included in the Schedule of Values and specifically identified herein, the Owners'

Contingency as defined in Article 1.19 of the Pre-Construction Services Agreement is in the amount of $211,395.

m. Should the CM realize any savings from the negotiated Schedule of Values, incorporated as **Attachment VIII**, the City shall receive 75% of said savings with no line item integrity. The City reserves the right to audit any and all contract related documents at any time during the Project and at the end of the Project.

n. The CM shall provide Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance, and Builder's Risk Insurance, in compliance with the provisions of Article II, Insurance and Bonds of the General Conditions of the Contract for Construction.

o. The CM shall provide the Public Construction Payment Bond and the Public Construction Performance and Guarantee Bond, in compliance with the provisions of Article II, Insurance and Bonds of the General Conditions of the Contract for Construction.

p. By executing this **GMP Amendment No.1,** the CM acknowledges that it has ascertained and verified all existing underground utilities and has coordinated all correct locations for points of connection for all utilities, if any, required for this Project and has identified all clarifications and qualifications for this Project, if any. Utility Locations shall be identified by the CM and all existing utility connections will be capped as needed, as noted in the Qualification and Assumptions Statement.

q. To the extent that the Owner has authorized the CM, in writing, to perform the Work contemplated in this **GMP Amendment No.1,** for this Project with the CM's own forces, the salary and wage schedule for the CM's personnel performing such portion of the Work, agreed upon by the City and the CM, shall be as set forth on **Attachment V- GMP Amendment No.1,** attached hereto, and is made a part of the Contract Documents by this reference. The CM warrants and represents that the salary and wage schedule includes the comparable market rates (including any and all benefits, contributions and insurance) charged by the CM for comparable contracts to other business and individuals for similar services, and that such rates are not higher than the standard paid for this Project (Par 3) .

r. Except as expressly provided herein above all of the terms, conditions, covenants, agreements and understandings contained in the Pre-Construction Contract Documents (and as may have been amended pursuant to **GMP Amendment No.1),** shall remain unchanged and in full force and effect, and the same hereby expressly ratified and confirmed by the City and CM.

s. This **GMP Amendment No.1** may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

THE CITY OF MIAMI BEACH

Rafael Granado, City Clerk

Philip Levine, Mayor

ATTEST:

CONSTRUCTION MANAGER/
QGS Development , Inc.
17502 County Road 672,
(P.O. Drawer 108 Lithia, FL. 33547)
Lithia, Fl 33547
Jim Armstrong, Assistant Vice President
Florida Contractor License: CGC 1512412

By: _____
Jacqui Gardner
Contract Administrator

By: _____
Jim Armstrong
Assistant Vice President

Par 3 Golf Course
2500 Pinetree Drive
Miami Beach, FL, 33139
GMP AMENDMENT NO.1

ATTACHMENT I	CONTRACT DOCUMENTS: THE CONSTRUCTION DOCUMENTS – Plans DATED 08/7/2013 - Par 3(McCumber) and 9/3/2013 Par 3 Amenities(KobiKarp)
ATTACHMENT II	CONTRACT DOCUMENTS: THE SPECIFICATIONS Par 3 Golf Course / Par 3 Amenities
ATTACHMENT III	CONTRACT DOCUMENTS: EXECUTED PRE-CONSTRUCTION SERVICES AGREEMENT DATED MARCH 20, 2012 (INCLUSIVE OF GENERAL CONDITIONS DATED MARCH 2011).
ATTACHMENT IV	CONTRACT DOCUMENTS: GMP PACKAGE
ATTACHMENT V	CONTRACT DOCUMENTS: CONSTRUCTION MANAGER'S SALARY AND WAGE SCHEDULE
ATTACHMENT VI	CONTRACT DOCUMENTS: PROJECT SCHEDULE (TO BE SUBMITTED FOR APPROVAL UPON ISSUANCE OF NOTICE TO PROCEED NO. 1)
ATTACHMENT VII	CONTRACT DOCUMENTS: ONSITE SITE MANAGEMENT AND SUPERVISORY PERSONNEL
ATTACHMENT VIII	CONTRACT DOCUMENTS: SCHEDULE OF VALUES

EXHIBIT C

CONSTRUCTION MANAGEMENT SERVICES, INC.

10 Fairway Drive • Suite 301 • Deerfield Beach, Florida 33441 • 954-481-1611 • FAX 954-427-3142

MIAMI BEACH
CAPITAL IMPROVEMENTS
CITY OF MIAMI BEACH
PAR 3 GOLF COURSE

100% SUBMITTAL
COST ESTIMATE

RECEIVED
2013 OCT -9 AM 11: 11
CITY OF MIAMI BEACH
CAPITAL IMPROVEMENT
PROJECTS

October 1, 2013

PREPARED FOR:
CITY OF MIAMI BEACH

PREPARED BY:
CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.
CMS FILE # 2126

Quantity Surveyors • Construction Managers

CMS-Construction Management Services, Inc.
10 Fairway Drive, Suite 301
Deerfield Beach, Fl 33441
954-481-1611
CMS FILE # 2126

MIAMI BEACH
CAPITAL IMPROVEMENTS
CITY OF MIAMI BEACH
PAR 3 GOLF COURSE

100% SUBMITTAL

COST ESTIMATE
October 1, 2013

PREPARED FOR:
CITY OF MIAMI BEACH

MAIN SUMMARY

DIVISION	DESCRIPTION		AMOUNT	% of TOTAL
01000	GENERAL CONDITIONS	$	519,622.00	12.24%
02000	SITE WORK / DEMOLITION	$	1,540,713.12	36.28%
03000	CONCRETE	$	65,471.99	1.54%
04000	MASONRY	$	15,903.53	0.37%
05000	METALS	$	2,920.00	0.07%
06000	WOOD AND PLASTICS	$	360.00	0.01%
07000	THERMAL / MOISTURE PROTECTION	$	59,480.15	1.40%
08000	DOORS AND WINDOWS	$	20,857.00	0.49%
09000	FINISHES	$	28,500.68	0.67%
10000	SPECIALTIES / SIGNAGE	$	7,353.00	0.17%
11000	EQUIPMENT (N/A)	$	-	0.00%
12000	FURNISHINGS (N/A)	$	-	0.00%
13000	SPECIAL CONSTRUCTION	$	200.00	0.00%
14000	CONVEYING SYSTEMS (N/A)	$	-	0.00%
22000	PLUMBING	$	60,672.40	1.43%
23000	HVAC	$	4,827.90	0.11%
26000	ELECTRICAL	$	100,570.53	2.37%
31000	EARTHWORK	$	-	0.00%
32000	EXTERIOR IMPROVEMENTS	$	1,087,187.11	25.60%
33000	UTILITIES	$	325,435.33	7.66%
	SUBTOTAL	$	3,840,074.70	90.43%
3.00%	G.C. OVERHEAD	$	115,202.24	2.71%
	SUBTOTAL	$	3,955,276.94	93.14%
6.00%	G.C. PROFIT	$	237,316.62	5.59%
	SUBTOTAL	$	4,192,593.56	98.73%
1.29%	BOND	$	54,084.46	1.27%
TOTAL PROBABLE CONSTRUCTION COST		$	4,246,678.02	100.00%

CMS-Construction Management Services, Inc.
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MIAMI BEACH
CAPITAL IMPROVEMENTS
CITY OF MIAMI BEACH
PAR 3 GOLF COURSE

100% SUBMITTAL

COST ESTIMATE
October 1, 2013

PREPARED FOR:
CITY OF MIAMI BEACH

SCHEDULE OF VALUES

		SITE		RESTROOM/PUMP ROOM		STARTER SHACK	
DIVISION	DESCRIPTION	AMOUNT	% of TOTAL	AMOUNT	% of TOTAL	AMOUNT	% of TOTAL
01000	GENERAL CONDITIONS	478,395.65	12.24%	34,715.01	12.24%	6,511.33	12.24%
02000	SITE WORK / DEMOLITION	1,540,713.12	39.41%	0.00	0.00%	0.00	0.00%
03000	CONCRETE	0.00	0.00%	56,648.95	19.97%	8,823.04	16.58%
04000	MASONRY	0.00	0.00%	13,535.53	4.77%	2,368.00	4.45%
05000	METALS	0.00	0.00%	1,460.00	0.51%	1,460.00	2.74%
06000	WOOD AND PLASTICS	0.00	0.00%	0.00	0.00%	360.00	0.68%
07000	THERMAL / MOISTURE PROTECTION	0.00	0.00%	50,938.48	17.95%	8,541.66	16.05%
08000	DOORS AND WINDOWS	0.00	0.00%	11,202.00	3.95%	9,655.00	18.14%
09000	FINISHES	0.00	0.00%	25,881.11	9.12%	2,619.55	4.92%
10000	SPECIALTIES / SIGNAGE	0.00	0.00%	7,203.00	2.54%	150.00	0.28%
11000	EQUIPMENT	0.00	0.00%	0.00	0.00%	0.00	0.00%
12000	FURNISHINGS	0.00	0.00%	0.00	0.00%	0.00	0.00%
13000	SPECIAL CONSTRUCTION	0.00	0.00%	0.00	0.00%	200.00	0.38%
14000	CONVEYING SYSTEMS	0.00	0.00%	0.00	0.00%	0.00	0.00%
22000	PLUMBING	31,860.00	0.81%	28,582.40	10.07%	230.00	0.43%
23000	HVAC	0.00	0.00%	2,286.90	0.81%	2,541.00	4.77%
26000	ELECTRICAL	71,815.43	1.84%	24,095.12	8.49%	4,659.99	8.76%
31000	EARTHWORK	0.00	0.00%	0.00	0.00%	0.00	0.00%
32000	EXTERIOR IMPROVEMENTS	1,087,187.11	27.81%	0.00	0.00%	0.00	0.00%
33000	UTILITIES	325,435.33	8.32%	0.00	0.00%	0.00	0.00%
	SUBTOTAL	3,535,406.64	90.43%	256,548.50	90.43%	48,119.57	90.43%
3.00%	G.C. OVERHEAD	106,062.20	2.71%	7,696.45	2.71%	1,443.59	2.71%
	SUBTOTAL	3,641,468.84	93.14%	264,244.95	93.14%	49,563.15	93.14%
6.00%	G.C. PROFIT	218,488.13	5.59%	15,854.70	5.59%	2,973.79	5.59%
	SUBTOTAL	3,859,956.97	98.73%	280,099.65	98.73%	52,536.94	98.73%
1.29%	BOND	49,793.44	1.27%	3,613.29	1.27%	677.73	1.27%
TOTAL PROBABLE CONSTRUCTION COST		$3,909,750.41	100.00%	$283,712.94	100.00%	$53,214.67	100.00%

CMS-Construction Management Services, Inc.
10 Fairway Drive, Suite 301
Deerfield Beach, Fl 33441
954-481-1611
CMS FILE # 2126

MIAMI BEACH
CAPITAL IMPROVEMENTS
CITY OF MIAMI BEACH
PAR 3 GOLF COURSE

100% SUBMITTAL

COST ESTIMATE
October 1, 2013

PREPARED FOR:
CITY OF MIAMI BEACH

QUALIFICATIONS

#	ITEM
1	THIS COST ESTIMATE IS BASED ON A STANDARD OPEN-BID PROCESS.
2	GENERAL CONDITIONS IS BASED ON A 9-MONTH CONTRACT.
3	THIS ESTIMATE IS BASED ON CITY OF MIAMI BEACH CAPITAL IMPROVEMENTS PLANS AND SPECIFICATION DATED 8/ 28/2013.
4	Due to the present volatile nature of the construction market, construction material cost could change substantially prior to construction.
5	Allowance for Permits of $100,000.00 is included in General Conditions.
6	Impact fees or other utility company charges are NOT included.
7	Furnishings and special equipment is NOT included (except as noted).
8	Asbestos abatement / removal is NOT included.
9	Lead paint abatement / removal is NOT included.
10	Petroleum or contaminate abatement / removal is NOT included.
11	Security guard services are NOT included.
12	Off-site storage is NOT included.
13	Night shift / overtime work is NOT included.
14	Phasing costs associated with the work are included.
15	Costs are based on work being performed during normal hours.
16	Testing is NOT included.
17	Impact fees or other utility company charges are NOT included.
18	Signalization is NOT included
19	Concrete slab over water main per note 3 on PD-03 is not included. (quantity unknown).
20	No fire alarm, security/intrusion detection systems are included. (none shown).
21	No lightning protection system is included. (none shown)
22	FPL meter and water meter are not included.

GENERAL CONDITIONS

CMS-Construction Management Services, Inc.
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MIAMI BEACH
CAPITAL IMPROVEMENTS
CITY OF MIAMI BEACH
PAR 3 GOLF COURSE
100% SUBMITTAL
COST ESTIMATE
October 1, 2013

GENERAL CONDITIONS

#	Description	Quantity	Unit	Cost / Unit	TOTAL COST	Sub-Total
	CONSTRUCTION DURATION	9	Mo.			
		39	Wk.			
		274	Days			
CONSTRUCTION LIABILITY						
1	G.C. liability	1.00	Ls.	$ 41,162.00	$41,162.00	
2	Bldrs risk	1.00	Ls.	$ 28,065.00	$28,065.00	
3	Allowance for Permits	1.00	Ls.	$ 100,000.00	$100,000.00	
4	Sub bonds	1.00	Ls.	$ 38,729.70	$38,729.70	
5	Initial CPM schedule	1.00	Ls.	$ 1,500.00	$1,500.00	
6	Monthly CPM schedule update	8.00	Mo.	$ 500.00	$4,000.00	
	SUB-TOTAL					$213,456.70
Mobilization						
1	Connect to Existing Power Service (FPL Connection)	1.00	Ls.	$ 5,000.00	$5,000.00	
2	Temporary Meters Connect to Existing Power Service	1.00	Ls	$ 1,200.00	$1,200.00	
3	Temporary Water Meters & Connect to Existing Service	1.00	Ls.	$ 1,200.00	$1,200.00	
4	Mobile Office (mobilization /demobilization)	1.00	Ls.	$ 1,500.00	$1,500.00	
	SUB-TOTAL					$8,900.00
Project Supervision						
1	Job Site Project Manager	9.75	Wk	$ 1,860.00	$18,135.00	
2	Job Site Project Superintendent	39.00	Wk.	$ 1,400.00	$54,600.00	
5	Office Support Staff	39.00	Wk	$ 1,100.00	$42,900.00	
3	Field Engineer	39.00	Wk.	$ 1,300.00	$50,700.00	
	SUB-TOTAL					$166,335.00
As Builts						
1	Certified "As Built" Drawings	1.00	Ls	$ 2,500.00	$2,500.00	
	SUB-TOTAL					$2,500.00
Testing & Surveying						
1	Building Survey, Layout (2 Person Crew)	5.00	Days	$ 625.00	$3,125.00	
2	Field Engineering Grades, Layout, Survey	18.41	Acre	$ 1,600.00	$29,463.99	
3	Final Survey	1.00	Ls.	$ 2,600.00	$2,600.00	
	SUB-TOTAL					$35,188.99
Photographic Records						
1	Monthly Progress Photos	9.00	Mo.	$ 200.00	$1,800.00	
2	Aerial Photos	9.00	Mo.	$ 250.00	$2,250.00	
	SUB-TOTAL					$4,050.00
Materials & Equipment						
1	Material & Equipment (small tools)	1.00	Ls.	$ 5,000.00	$5,000.00	
2	Miscellaneous; Truck, Crane, Lift, Backhoe - Rental	35.00	Days	$ 575.00	$20,125.00	
	SUB-TOTAL					$25,125.00

CMS-Construction Management Services, Inc.
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954-481-1611
CMS FILE # 2126

MIAMI BEACH
CAPITAL IMPROVEMENTS
CITY OF MIAMI BEACH
PAR 3 GOLF COURSE
100% SUBMITTAL
COST ESTIMATE
October 1, 2013

GENERAL CONDITIONS

#	Description	Quantity	Unit	Cost / Unit	TOTAL COST	Sub-Total
Temporary Utilities						
1	Temporary Electricity to Construction	9.00	Mo.	$ 650.00	$5,850.00	
2	Water Charges to Construction Site	9.00	Mo.	$ 307.00	$2,763.00	
3	Temporary Telephone & Charges	9.00	Mo.	$ 300.00	$2,700.00	
	SUB-TOTAL					$11,313.00
Temporary Construction Fencing						
1	8' Chain Link Fence Rental	550.00	Lf. Per Mo.	$ 0.65	$3,217.50	
2	8x24 Chain Link Gate Rental	2.00	EA. Per Mo	$ 46.50	$837.00	
	SUB-TOTAL					$4,054.50
Job Signs						
1	Project Identification & Signs	1.00	Ls.	$ 1,500.00	$1,500.00	
2	Bulletin/Permit Board	2.00	Ea.	$ 210.00	$420.00	
	SUB-TOTAL					$1,920.00
Site Offices						
1	Field Offices w/HCP RR & a/c,& furnishings) - Lease	9.00	Mo.	$ 965.00	$8,685.00	
2	Field Trailer, Storage - Lease	9.00	Mo.	$ 275.00	$2,475.00	
	SUB-TOTAL					$11,160.00
Toilets						
1	Field Office Temp Holding Tanks (2 pulls per week)	9.00	Mo.	$ 400.00	$3,600.00	
2	Sanitary Facilities(#1)	9.00	Mo.	$ 95.00	$855.00	
3	Sanitary Facilities(#2)	9.00	Mo.	$ 95.00	$855.00	
	SUB-TOTAL					$5,310.00
Job Supplies						
1	Additional Copy of Drawings	1.00	Ls.	$ 2,500.00	$2,500.00	
2	Copier Machine - Lease	9.00	Mo.	$ 200.00	$1,800.00	
3	Fax Machine - Lease	9.00	Mo.	$ 50.00	$450.00	
4	First Aid Facilities (safety)	1.00	Ls.	$ 450.00	$450.00	
5	Office Supplies	9.00	Mo.	$ 200.00	$1,800.00	
6	Two Way Radio	9.00	Mo.	$ 112.09	$1,008.81	
7	Water Cooler - Lease	39.00	Wk.	$ 50.00	$1,950.00	
	SUB-TOTAL					$9,958.81
Construction Cleaning						
1	Final Cleanup	1.00	Ls.	$ 2,500.00	$2,500.00	
2	Site Cleaning	39.00	Wk.	$ 250.00	$9,750.00	
3	Trash Removal Dumpsters	27.00	Loads	$ 300.00	$8,100.00	
	SUB-TOTAL					$20,350.00
TOTAL GENERAL CONDITIONS					$519,622.00	

SITE

CMS-Construction Management Services, Inc.
10 Fairway Drive, Suite 301
Deerfield Beach, Fl 33441
954-481-1611
CMS FILE # 2126

MIAMI BEACH
CAPITAL IMPROVEMENTS
CITY OF MIAMI BEACH
PAR 3 GOLF COURSE

100% SUBMITTAL

COST ESTIMATE
October 1, 2013

PREPARED FOR:
CITY OF MIAMI BEACH

SITE

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
01	01000	GENERAL CONDITIONS				$ 478,395.65
	01000	GENERAL CONDITIONS	1	LS	478,396	$ 478,395.65
02	02000	SITE WORK				$ 1,540,713.12
	02000.00020	MOBILIZATION	1	LS	15,000.00	$ 15,000.00
	02102.00000	DEMOLITION	1	LS	5,000.00	$ 5,000.00
	02102.00000	CLEAR & GRADE				
	02102.10000	CLEAR/ FINE GRADE- GREENS	9	EA	1,850.00	$ 16,650.00
	02102.10100	CLEAR/FINE GRADE- FAIRWAY & ROUGHS	17	AC	1,450.00	$ 25,251.74
	02102.10100	CLEAR/FINE GRADE-SITE OTHER THEN GOLF COURSE	1	AC	2,550.00	$ 2,024.19
	02106.00000	EROSION CONTROL				
		SILT FENCE	4,238	LF	1.55	$ 6,568.90
		STRAW BALES	20	EA	28.00	$ 560.00
		TURBIDITY BARRIER	50	LF	37.50	$ 1,875.00
	02200.00000	EARTHWORK				
		SITE GRADING				
	02210.00500	BULK EARTH WORK	103,983	CY	2.25	$ 233,962.46
	02222.00000	GOLF COURSE AREAS CONSTRUCTION				
		SHAPING HOLES	9	EA	5,000.00	$ 45,000.00
		CONSTRUCT GREENS	42,317	SF	2.75	$ 116,371.75
		CONSTRUCT BUNKERS	12,451	SF	2.25	$ 28,014.75
		CONSTRUCT TEES	54,897	SF	0.75	$ 41,172.75
		CONSTRUCT BERM	71,565	SF	0.45	$ 32,204.25

SITE

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
		CONSTRUCT LAKE BANK	58,161	SF	0.44	$ 25,590.84
	02810	**IRRIGATION**				
		VALVE - IN HEAD - SPRINKLERS				
		V-1-H SPRINKLER				
		PART/FULL CIRCLE 70' SPACING	175	EA	193.00	$ 33,775.00
		PART/FULL CIRCLE 60' SPACING #8	26	EA	148.50	$ 3,861.00
		PART/FULL CIRCLE 60' SPACING #10	106	EA	148.50	$ 15,741.00
		PART/FULL CIRCLE 60' SPACING #15	396	EA	148.50	$ 58,806.00
		PART/FULL CIRCLE 50' SPACING	12	EA	89.00	$ 1,068.00
		TURF ROTOR 5" POP UP #9	145	EA	10.00	$ 1,450.00
		VALVES				
		3"-6" HDPE MAINLINE VALVE	11	EA	400.00	$ 4,400.00
		8" HDPE GEAR DRIVEN/AVK D.I. VALVE	2	EA	530.00	$ 1,060.00
		LATERAL VALVE ASSY	18	EA	250.00	$ 4,500.00
		1-1/2" AUTO VALVE (COMMON GROUNDS & TEE COMPLEX)	35	EA	53.00	$ 1,855.00
		2" AUTO VALVE (COMMON GROUNDS)	13	EA	80.00	$ 1,040.00
		QUICK COUPLING VALVE	22	EA	61.00	$ 1,342.00
		2" C.I. DRAIN VALVE	2	EA	80.00	$ 160.00
		2" AIR RELIEF VALVE	2	EA	80.00	$ 160.00
		BRACKISH WATER MAINLINE HDPE PIPE				
		1" HDPE	9,450	LF	0.96	$ 9,072.00
		1-1/2" HDPE	3,264	LF	1.22	$ 3,982.08
		2" HDPE	5,890	LF	2.04	$ 12,015.60
		3" HDPE	410	LF	2.25	$ 922.50
		4" HDPE	4,852	LF	3.85	$ 18,680.20
		6" HDPE	2,204	LF	8.13	$ 17,907.50
		8" HDPE	280	LF	11.98	$ 3,353.00
		POTABLE WATER HDPE PIPE				
		4" HDPE	4,980	LF	3.85	$ 19,173.00
		6" HDPE	280	LF	8.23	$ 2,303.00
		SATELLITE CONTROL				
		120V DIRECT BURIAL TREY CABLE #10	26,350	LF	0.69	$ 18,181.50
		TORO COMM WIRE	910	LF	0.75	$ 682.50
		TORO LTC + MODEM	3	EA	1,000.00	$ 3,000.00
		TORO LTC + RADIO	1	EA	2,000.00	$ 2,000.00
		PUMP HOUSE (BLDG & SLAB)	1	LS	83,570.50	$ 83,570.50
		PUMP HOUSE (PUMP SYSTEM)	1	LS	213,756.00	$ 213,756.00
	02950.01	TREE PROTECTION CHAIN LINK FENCE	4,340	LF	5.10	$ 22,134.00
	02950.02	TREE PROTECTION SNOW FENCE	3,470	LF	4.00	$ 13,880.00
		TREES & GROUND COVER SMALL 0-10FT, MED 10-16, LARGE 16 TO 20, EXTRA LARGE 20 TO 60				
	02950.00	**RELOCATE TREES**				
		SMALL OAK UP TO 4 -10 FT DIA CANOPY	32	EA	437.00	$ 13,984.00
		SMALL SAPODILLA - 6 FT DIA CANOPY	1	EA	437.00	$ 437.00
		MEDIUM SAPODILLA 12 FT DIA CANOPY	1	EA	477.00	$ 477.00
		LARGE SAPODILLA 23 FT DIA CANOPY	1	EA	550.00	$ 550.00
		MEDIUM SILVER BUTTONWOOD 12 FT DIA CANOPY	3	EA	477.00	$ 1,431.00
		SMALL PIGEON PLUM 9 FT DIA CANOPY	1	EA	437.00	$ 437.00
		MEDIUM PIGEON PLUM 14 FT DIA CANOPY	1	EA	477.00	$ 477.00
		LARGE ROYAL PALM (17-23 INCH TRUNK) 20- 26 FT DIA CANOPY	3	EA	550.00	$ 1,650.00
		MEDIUM JAPANESE FERN 13 FT DIA CANOPY	3	EA	477.00	$ 1,431.00
		MEDIUM PONGAM 14 FT DIA CANOPY	2	EA	477.00	$ 954.00

SITE

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
		EXTRA LARGE **CLUSTER** SEAGRAPE 50FT DIA CANOPY	1	EA	800.00	$ 800.00
		EXTRA LARGE SEAGRAPE (18 INCH SPLIT TRUNK) 40FT DIA CANOPY	1	EA	800.00	$ 800.00
		MOVING TREES ON SITE 60" BALLS	3	LOADS	2,070.00	$ 6,210.00
	02950.00	**REMOVE**				
		EXTRA LARGE WOMANS TONGUE (8.7 FT SPLIT TRUNK) 34FT DIA CANOPY	1	EA	1,200.00	$ 1,200.00
		SMALL ALEXANDER PALM UP TO 4 -10 FT DIA CANOPY	2	EA	230.00	$ 460.00
		SMALL STRANGLER FIG 8-10 FT DIA CANOPY	5	EA	230.00	$ 1,150.00
		MEDIUM STRANGLER FIG 12-16 FT DIA CANOPY	5	EA	230.00	$ 1,150.00
		LARGE STRANGLER FIG 20 -24 FT DIA CANOPY	2	EA	230.00	$ 460.00
		MEDIUM COCONUT PALM 10 FT DIA CANOPY	3	EA	230.00	$ 690.00
		MEDIUM PONGAM 14-16 FT DIA CANOPY	1	EA	230.00	$ 230.00
		MEDIUM SCREW PINE16 FT DIA CANOPY	2	EA	230.00	$ 460.00
		MEDIUM SABAL PALM 14 FT DIA CANOPY	1	EA	666.00	$ 666.00
		LARGE SABAL PALM 18 FT DIA CANOPY	1	EA	666.00	$ 666.00
		LARGE CHINABERRY (18" & 18" SPLIT TRUNK) 21 FT DIA CANOPY	1	EA	646.00	$ 646.00
		LARGE SCHEFFLERA (18" & 18"SPLIT TRUNK) 27 FT DIA CANOPY	1	EA	496.00	$ 496.00
		LARGE ARECA PALM (2" TO 4" TRUNK) 16 FT DIA CANOPY	1	EA	230.00	$ 230.00
		EXTRA LARGE ARECA PALM (2" TO 4" TRUNK) 24 FT DIA CANOPY	1	EA	880.00	$ 880.00
		EXTRA LARGE FICUS 42 FT DIA CANOPY	1	EA	880.00	$ 880.00
		EXTRA LARGE RUBBER TREE (12" -28" TRUNK) 40 - 62 FT DIA CANOPY	3	EA	1,080.00	$ 3,240.00
		MEDIUM SCHEFFLERA TREE 15 FT DIA CANOPY	1	EA	280.00	$ 280.00
		EXTRA LARGE SCHEFFLERA CLUSTER 28 -32 FT DIA CANOPY	2	EA	1,080.00	$ 2,160.00
		EXTRA LARGE SCHEFFLERA CLUSTER 42X25 FT DIA CANOPY	1	EA	1,200.00	$ 1,200.00
		MACHINE LOAD 2 MILE HAUL TO DUMP	3	LOADS	2,070.00	$ 6,210.00
	02950.00	**ELIMINATED (ASSUME RELOCATED)**				
		SMALL PALM 8"-11" TRUNK WITH 6 -7 FT DIA CANOPY	2	EA	400.00	$ 800.00
	02950.00	**NEW TREES & PALMS**				
		CABBAGE PALM	26	EA	220.00	$ 5,720.00
		SABAL PALM 10 -12 FT	12	EA	260.00	$ 3,120.00
		MAHOGANY	2	EA	186.00	$ 372.00
		GREEN BUTTONWOOD	21	EA	140.00	$ 2,940.00
		HONG KONG ORCHID	3	EA	148.00	$ 444.00
		ORANGE GEIGER	3	EA	170.00	$ 510.00
		FRANGIPANI	3	EA	210.00	$ 630.00
		WILD TAMARIND	3	EA	150.00	$ 450.00
		SIMPSON'S STOPPER	3	EA	170.00	$ 510.00
		TRUMPET TREE	3	EA	240.00	$ 720.00
		PARADISE TREE	3	EA	140.00	$ 420.00
	02950.00	**NEW SHRUBS**				
		RED TIP COCOPLUM	645	EA	7.00	$ 4,515.00
		HORIZONTAL COCOPLUM	230	EA	7.00	$ 1,610.00
		COONTIE	340	EA	9.00	$ 3,060.00
		SEA GRAPE	95	EA	8.00	$ 760.00
		DWARF VAR. SCHEFFLERA	195	EA	7.00	$ 1,365.00
		BLUE BERRY FLAX LILY	65	EA	7.00	$ 455.00
		FIREBUSH	90	EA	7.00	$ 630.00
		MUHLE GRASS	60	EA	7.00	$ 420.00
		BLUE PLUMBAGO	55	EA	7.00	$ 385.00

SITE

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
	02950.00	NEW GROUND COVER				
		EVERGREEN GIANT LIROPE	935	EA	10.00	$ 9,350.00
	02950.00	NEW GRASSES				
		MUSHLY GRASS	5,770	EA	3.20	$ 18,464.00
		SAND CORDGRASS	5,585	EA	3.36	$ 18,765.60
		SEASHORE DROPSEED	3,195	EA	1.60	$ 5,112.00
		FAKAHATCHEE GRASS	570	EA	1.68	$ 957.60
	02950.00	NEW TOP SOIL AT TOT LOT & SPLASH PAD AREAS				
		70/30 SAND MIX TOP SOIL AT ALL SOD AREAS	10,500	SF	2.50	$ 26,250.00
		50/50 TOP SOIL AT ALL PLANTING BEDS	4,200	SF	3.50	$ 14,700.00
	02950.00	SOD				
		FLORATAM ST AUGUSTINE SODDING AT TOT LOT & SPLASH PAD	10,500	SF	0.28	$ 2,940.00
		PLATINUM SEASHORE PASPALUM SPRIGGING TO GREENS	43,067	SF	0.65	$ 27,993.55
		SEA ISLE 1 SEASHORE PASPALUM SPRIGGING TO TREES	42,187	SF	0.65	$ 27,421.55
		SEA ISLE 1 SEASHORE PASPALUM SODDING TO FAIRWAYS & SLOPE	201,501	SF	0.65	$ 130,975.65
		ST AUGUSTINE PALMETTO SODDING TO PARKLAND	9,622	SF	0.28	$ 2,894.16
	02950.00	NEW AQUATICS				
		SOFT RUSH	890	EA	2.70	$ 2,403.00
		SPIKERUSH	520	EA	1.50	$ 780.00
	220000	PLUMBING				$ 31,860.00
		PLUMBING SITE				
	221000	GENERAL CONDITIONS				$ 4,860.00
	221116	WATER				
	SHT C300	2" CORP STOP	1	EA	264.00	$ 264.00
		2" GV	1	EA	670.00	$ 670.00
		2" DOM WATER SERVICE	82	LF	34.00	$ 2,788.00
		2" G.I. DOM WATER SERVICE	36	LF	21.50	$ 774.00
		2" BFP	1	EA	2,050.00	$ 2,050.00
		2" 90	1	EA	116.00	$ 116.00
	SHT C300	SEWER				
		4" C900	101	LF	31.00	$ 3,131.00
		GRINDER PUMP STATION	1	EA	12,922.00	$ 12,922.00
		4" CO	1	EA	113.00	$ 113.00
		3" SS FM	17	LF	26.00	$ 442.00
		CONNECT 3" PVC FM (3X3 TS + 3" GV)	1	EA	1,580.00	$ 1,580.00
		1/2" (TO SHOWER)	100	LF	11.50	$ 1,150.00
		RINSE SHOWER	1	ALW	1,000.00	$ 1,000.00
	260000	ELECTRICAL				$ 71,815.43
		SITE ELECTRICAL				
	260500	ELECTRICAL GENERAL				
		ELECTRICAL GENERAL CONDITIONS				$ 6,528.68
		TRANSFORMER PAD	2	EA	250.00	$ 500.00
		PULL BOX	1	EA	945.00	$ 945.00
		DIRECTIONAL BORE 2 FPL SUPPLIED (5") CONDUITS	1	LS	2,552.00	$ 2,552.00

SITE

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
	260533	CONDUIT				
		3/4 TO POLE LITES	160	LF	8.20	$ 1,312.00
		1-1/4 TO STARTER SHACK	270	LF	12.90	$ 3,483.00
		1-1/2 TO F & A	100	LF	14.65	$ 1,465.00
		3" EMPTY, FOR IRRIG PUMP	730	LF	37.00	$ 27,010.00
		WIRE				
		#10	320	EA	0.69	$ 220.80
		#4	540	EA	1.90	$ 1,026.00
		#2	350	EA	2.67	$ 934.50
		350 K	730	EA	11.50	$ 8,395.00
	260526	GROUNDING				
		#10	160	EA	0.69	$ 110.40
		#8 TO F & A	100	EA	0.93	$ 93.00
		#4	270	EA	1.90	$ 513.00
		#2	365	EA	2.67	$ 974.55
		DP 400A, 277/480, 3P, 4W/ N3R	1	EA	3,725.00	$ 3,725.00
		METER CAN	1	EA	2,200.00	$ 2,200.00
		SUPPORT	1	EA	1,000.00	$ 1,000.00
		DISCONNECT 400A	1	EA	3,800.00	$ 3,800.00
		FIXTURES				
		POLE LITES	2	EA	2,513.75	$ 5,027.50
	32000	**EXTERIOR IMPROVEMENTS**				**$ 1,087,187.11**
	32100	**PAVEMENT CURBING & SIDEWALK**				
		10 FT WIDE CONCRETE WALKS	1,270	LF	50.00	$ 63,500.00
		8 FT WIDE CONCRETE WALKS	175	LF	40.00	$ 7,000.00
		5 FT WIDE CONCRETE WALKS	655	LF	26.50	$ 17,357.50
		6 FT WIDE JOGGING TRAIL(ASPHALT PAVING - 1 " TYPE S)	2,008	LF	4.80	$ 9,638.40
		12" COMPACTED SUBBASE	29,423	SF	0.49	$ 14,417.27
		6" LIMEROCK BASE	16,723	SF	1.03	$ 17,224.69
		ASPHALT PAVING - 1.5" TYPE S	4,680	SF	0.85	$ 3,978.00
		12" COMPACTED SUBBASE	4,680	SF	0.49	$ 2,293.20
		6" LIMEROCK BASE	4,680	SF	1.03	$ 4,820.40
		CUT AND PATCH ASPHALT AT NEW WATER LINE	510	SF	18.00	$ 9,180.00
		TENNIS COURTS	28,793	SF	4.00	$ 115,172.00
		12" COMPACTED SUBBASE	28,793	SF	0.49	$ 14,108.57
		6" LIMEROCK BASE	28,793	SF	1.03	$ 29,656.79
		CONCRETE SIDEWALK	4,655	SF	5.00	$ 23,275.00
		12" COMPACTED SUBBASE	4,655	SF	0.49	$ 2,280.95
		6" LIMEROCK BASE	4,655	SF	1.03	$ 4,794.65
		TYPE D CURB	370	LF	15.00	$ 5,550.00
		CAR STOPS	9	EA	65.00	$ 585.00
		DETECTABLE WARNING	4	EA	25.00	$ 100.00
		4"PT.PK'G STRIPE	168	LF	12.50	$ 2,100.00
		HC/SIGN & LOGO	1	EA	175.00	$ 175.00
		HC.STRIP SL. 4" BLUE 7x18	1	EA	225.00	$ 225.00
		DETECTABLE WARNING	4	EA	25.00	$ 100.00
		STOP SIGN	1	EA	750.00	$ 750.00
		TURN SIGN	1	EA	250.00	$ 250.00
	32790	**RESILIENT SAFETY SURFACING**				
		POURED 4" VITRITURF WEARING COURSE AT TOT LOT (SEE TOT LOT PLAY EQUIPMENT ESTIMATE)	0	SF	0.00	$ -

SITE						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
		POURED VITRITURF BASE MAT (SEE TOT LOT PLAY EQUIPMENT ESTIMATE)	0	SF	0.00	$ -
		ULTRA TUFF -100 F COATING, BLUE, GREEN, GRAY SPLASH PAD (SEE SPLASH PAD ESTIMATE)	0	SF	0.00	$ -
	32825	**ALUMINIUM FENCE & GATES**				
		DELGARD ALUM FENCE 54" HIGH 2 1/2"x1" PICKETS AT TOT LOT	308	LF	50.00	$ 15,400.00
		DELGARD STYLE ALUM FENCE 54" HIGH 2 1/2"x1" PICKETS AT SPLASH PAD	220	LF	50.00	$ 11,000.00
		DELGARD STYLE GATE 54" HIGH 2 1/2"x1" PICKETS AT SPLASH PAD	1	EA	700.00	$ 700.00
		STRATFORD STYLE GATE 54" HIGH 2 1/2"x1" PICKETS AT SPLASH PAD	1	EA	700.00	$ 700.00
		TENNIS COURT FENCE 9 FT HIGH WITH WIDE SCREEN	816	LF	40.00	$ 32,640.00
		TENNIS COURT GATE 3' 3" X 7 FT HIGH	2	EA	510.00	$ 1,020.00
	32870	**SITE FURNISHINGS**				
		BENCHES 3'6"X1'6" SHADE TYPE CURVED AT TOT LOT (SEE TOT LOT PLAY EQUIPMENT ESTIMATE)	0	EA		$ -
		BENCHES #011 8 FT X 3'4" WOOD RAILS STEEL WITH BACK AT TOT LOT (SEE TOT LOT PLAY EQUIPMENT ESTIMATE)	0	EA		$ -
		BENCHES 8FT X 3'4" AT SPLASH PAD	5	EA	850.00	$ 4,250.00
		TRASH RECEPTACLES FIBREGLASS #041 AT TOT LOT 2'DIA X 2'6" HIGH (SEE TOT LOT PLAY EQUIPMENT ESTIMATE)	0	EA		$ -
		TRASH RECEPTACLES FIBREGLASS #041 AT SPLASH PAD 2'DIA X 2'6" HIGH	1	EA	250.00	$ 250.00
	32880	**TOT LOT PLAY EQUIPMENT & STRUCTURES EQUIPMENT**				
		TOT LOT AREA ONLY INCLUDES ALL SPECIFIED PLAY EQUIPMENT BY LANDSCAPE STRUCTURES	1	LS	250,000.00	$ 250,000.00
		LANDSCAPE STRUCTURES PLAY EQUIPMENTY, DUMOR SITE FURNISHINGS (INCLUDED IS ESTIMATE)				$ -
		ANOVA(Formerly Landscape Brands) SITE FURNISHINGS (INCLUDED IS ESTIMATE)				
		VIRITURF SURFACING (INCLUDED IS ESTIMATE)				
		INSTALLATION OF EQUIPMENT, CURBING, PERMIT FEES (INCLUDED IS ESTIMATE)				
						$ -
	32880	**RAINDROP SPLASH PAD INSTALLATION BID**	1	LS	356,980.00	$ 356,980.00
		SPLASH PAD (TOTAL AREA WATER 2000 SQ FT)				
		WHITE CONCRETE PERIMETER PAVEMENT				
		ULTRA TUFF				
		SHOWER TOWER 6' 10" HIGH WITH PVC PIPEING				
	32702	FRAME SUPPORTED SHADE CANOPIES	1	LS	65,714.69	$ 65,714.69
	33000	**UTILITIES**				$ 325,435.33
	33100	**DRAINAGE**				
		DEWATER ALLOWANCE	1	LS	2,376.19	$ 2,376.19
	SHT C200	EXFILTRATION TRENCH, 18" HDPE, 4'X15'	40	LF	150.00	$ 6,000.00
		CATCH BASIN	2	EA	2,625.00	$ 5,250.00
		4" ADS HDPE	81	LF	7.98	$ 646.38
		6" ADS HDPE	103	LF	9.40	$ 968.20
		8" ADS HDPE	57	LF	11.80	$ 672.60
		10" ADS HDPE	59	LF	13.85	$ 817.15
		12" ADS HDPE	31	LF	14.80	$ 458.80

SITE							
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT		AMOUNT
		15" ADS HDPE	47	LF	16.50	$	775.50
		18" ADS HDPE	173	LF	23.10	$	3,996.30
		12" ADS INLINE DRAIN	6	EA	249.00	$	1,494.00
		15" ADS INLINE DRAIN	1	EA	318.00	$	318.00
		18" ADS INLINE DRAIN	2	EA	331.00	$	662.00
		COREDRILL/CONNECT TO EXISTING	1	EA	1,703.00	$	1,703.00
	33100	DRAINAGE					
		DEWATER ALLOWANCE	1	LS	11,926.16	$	11,926.16
	SHT PD01-PD11	REMOVE 12" RCP	406	LF	6.50	$	2,639.00
		REMOVE EXISTING DRAIN PIPE	40	LF	6.50	$	260.00
		REMOVE EXIST INLET, CONSTRUCT NEW DITCH BOTTOM INLET, W/ EXIST FRAME AND GRATE	1	EA	1,200.50	$	1,200.50
		REMOVE EXIST STORM STRUCTURES	2	EA	325.00	$	650.00
		TIE IN 18" CHDPE	1	EA	1,703.00	$	1,703.00
		CHDPE 18"	485	LF	69.00	$	33,465.00
		CHDPE 36"	119		93.50	$	11,126.50
		INSTALL BACKFLOW FLAP VALVE (ON 18" CHDPE)	2	EA	3,565.00	$	7,130.00
		TEMP. PLUG (@ STORM INLET S-00)	1	EA	330.00	$	330.00
		CLEAN EXIST 12" RCP PIPE	135	LF	17.45	$	2,355.75
		CONTROL STRUCTURE CS-11 (11' DEEP)	1	EA	15,000.00	$	15,000.00
		DRAINAGE (SHEETS DR-01 THRU DR-09)					
		DRAINAGE INLET (12" YARD DRAIN)	23	EA	249.00	$	5,727.00
		PERFORATED PIPE					
		4"	665	LF	7.98	$	5,306.70
		NON PERFORATED PIPE					
		4"	915	LF	7.98	$	7,301.70
		6"	1,491	LF	9.40	$	14,015.40
		8"	485	LF	11.80	$	5,723.00
		12"	360	LF	14.80	$	5,328.00
		GREEN DRAINAGE	42,317	SF	3.50	$	148,109.50
	33200	SITE WATER					
		20"X6" TAP SLEEVE	1	EA	9,175.00	$	9,175.00
		6" GATE VALVE	1	EA	895.00	$	895.00
		4" WATER METER (IRRIGATION ONLY)	1	EA	2,675.00	$	2,675.00
		6" RPZ DOUBLE CHK VALVE ASSY	1	EA	2,150.00	$	2,150.00
		6" 90 DEG DIP	2	EA	520.00	$	1,040.00
		6" DIP WM	90	LF	36.50	$	3,285.00
		6" PLUG	1	EA	480.00	$	480.00
		2" BLOWOFF	1	EA	150.00	$	150.00
		SAMPLE POINT #1	1	EA	150.00	$	150.00

RESTROOM / PUMP ROOM

CMS-Construction Management Services, Inc.
10 Fairway Drive, Suite 301
Deerfield Beach, Fl 33441
954-481-1611
CMS FILE # 2126

MIAMI BEACH
CAPITAL IMPROVEMENTS
CITY OF MIAMI BEACH
PAR 3 GOLF COURSE

100% SUBMITTAL
COST ESTIMATE
October 1, 2013
CMS FILE # 2126

RESTROOM / PUMP ROOM (27' X 28')

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
01	01000	GENERAL CONDITIONS				$ 34,715.01
	01000	GENERAL CONDITIONS	1	LS	34,715.01	$ 34,715.01
03	03000	CONCRETE				$ 56,648.95
	03301	CAST IN PLACE CONCRETE				
	03302	CAST IN PLACE CONCRETE BATH & PUMP ROOM	756	SF	74.93	$ 56,648.95
04	04000	MASONRY				$ 13,535.53
	04301	MASONRY				
	04302	MASONRY BATH & PUMP ROOM TOTAL COST	756	SF	17.90	$ 13,535.53
05	05000	METALS				$ 1,460.00
	05000	ADA RAMP THRESHOLD	4	LF	0.00	$ -
	05520.00310	VERTICAL PICKET CENTER RAIL	20	LF	52.00	$ 1,040.00
	05520.12010	WALL HAND RAIL	10	LF	42.00	$ 420.00
06	06000	WOOD & PLASTICS				$ -
		MILLWORK				
	06220.00100					
	06220.00105					
	06220.00106					
07	07000	THERMAL & MOISTURE PROTECTION				$ 50,938.48
	07100.111	WATERPROOFING				
		WATERPROOFING	691	SF	15.00	$ 10,368.00
	07200.0000	INSULATION				
	07200.0000	RIGID R-10 INSULATION PERIMETER	1,782	SF	1.65	$ 2,940.30
	07200.0001	BATT SOUND INSULATION CEILING	212	SF	1.10	$ 233.68
	07200.0002	TAPERED INSULATION ROOF DECK	756	SF	1.00	$ 756.00
	07500.20000	FIBERTITE KEE MEMBRANE ROOFING	756	SF	18.00	$ 13,608.00
		FTR MEMBRANE FLASHING STRIP	440	SF	8.50	$ 3,740.00
		OVERFLOW SCUPPERS	2	EA	95.00	$ 190.00
		ROOF PENETRATIONS PLUMBING VENTS	2	EA	30.00	$ 60.00
		FLASHING @ROOF CURBS	110	LF	10.00	$ 1,100.00
		FTR PRE-MOLDED FLASHING STRIP	2	EA	75.00	$ 150.00
		6"X6" FTR MEMBRANE WELDED 4 CORNERS	4	EA	250.00	$ 1,000.00
		FTR # 101 SEALANT TOOLED	110	LF	15.00	$ 1,650.00

RESTROOM / PUMP ROOM (27' X 28')

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
		METAL COUNTER FLASHING	440	LF	15.00	$ 6,600.00
		FTR #201 OR #190 ADHESIVE AT CURBS	440	LF	15.00	$ 6,600.00
		FTR ALUMINIUM TERMINATION BAR	110	LF	15.00	$ 1,650.00
	07900	SEALANTS				
		CAULKING AT EXTERIOR WALLS	234	LF	1.25	$ 292.50
08	08000	DOORS & WINDOWS				$ 11,202.00
	08110.10000	STEEL /METAL DOOR FRAMES				
	08110.10001	6'-0" x 7'-0" STEEL FRAME WELDED (EXTERIOR)	1	EA	206.00	$ 206.00
	08110.10002	3'-0" x 7'-0" STEEL FRAME WELDED (EXTERIOR)	1	EA	206.00	$ 206.00
	08110.10003	3'-0" x 7'-0" STEEL FRAME WELDED (EXTERIOR)	2	EA	206.00	$ 412.00
	08110.10004	ADD STEEL FRAME LABEL	5	EA	35.00	$ 175.00
	08110.10005	2'-10" x 7'-0" STEEL /METAL DOOR (EXTERIOR)	2	EA	350.00	$ 700.00
	08110.10006	3'-0" x 7'-0" STEEL /METAL DOOR (EXTERIOR)	1	EA	375.00	$ 375.00
	08110.10007	3'-0" x 7'-0" STEEL /METAL DOOR WITH LOUVER	2	EA	425.00	$ 850.00
	08523.10000	IMPACT RESISTANT ALUMINIUM WINDOWS	32	SF	65.00	$ 2,080.00
	08500.10000	ALUMINIUM VENTS	8	SF	55.00	$ 418.00
	08500.10000	ADD FOR IMPACT RESISTANT WINDOWS	16	EA	65.00	$ 1,040.00
	08500.10000	ADD FOR IMPACT RESISTANT VENTS	4	EA	65.00	$ 260.00
	08710.10001	DOOR -FALCON MA LOCKS WITH M OR Q KEYW	4	EA	550.00	$ 2,200.00
	08710.10002	DOOR HARDWARE (Exterior)	4	EA	550.00	$ 2,200.00
	08710.10003	ALUMINIUM TRESHOLD & STOP STRIP	4	EA	20.00	$ 80.00
09	09000	FINISHES				$ 25,881.11
		METAL FRAMING				
	09200.20078	2" Z FURRING CHANNEL 16" O/C	960	SF	1.78	$ 1,708.80
	09200.30013	20 GAUGE STUDS COLD FORM METAL FRAME	203	SF	1.85	$ 376.29
	09200.30014	HEAVY GAUGE EXTERIOR FRAMED	156	SF	4.25	$ 663.00
		STUCCO				
	09220.0000	INTERIOR CEILING	203	SF	1.78	$ 362.05
	09220.0000	EXTERIOR GRADE GYPSUM DRYWALL	156	SF	2.25	$ 351.00
		GYPSUM BOARD -LEED -MOLD RESISTANT				
	09250.0000	EXTERIOR GRADE GYPSUM DRYWALL	156	SF	2.25	$ 351.00
	09250.00120	5/8" TYPE X GYPSUM WALL BOARD	960	SF	1.99	$ 1,910.40
	09250.00121	5/8"TYPE X GYPSUM CEILING BOARD	203	SF	1.35	$ 274.59
	09250.00122	DUROCK	840	SF	2.90	$ 2,436.00
	09250.00122	WATERPROOFING WALLS & FLOOR MEMBRANE	676	SF	5.00	$ 3,380.00
		MOBILE SCAFFOLD	2	DY	60.00	$ 126.53
		TILES				
	09310.11240	CERAMIC WALL TILES	462	SF	6.50	$ 3,003.00
	09310.11241	CERAMIC FLOOR TILES	212	SF	6.50	$ 1,380.86
	09310.11242	CERAMIC COVE BASE	84	LF	6.50	$ 546.00
	09310.11240	CERAMIC WALL TILES (EXTERIOR WALLS)	691	SF	8.50	$ 5,875.20
	09220.00	STUCCO TO EXTERIOR CEILING	156	SF	2.40	$ 374.40

RESTROOM / PUMP ROOM (27' X 28')

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
	009700.00	SPECIAL FLOORING				
	009700.00	EPOXY FLOOR SEALER	290	SF	1.50	$ 435.21
	009900.00	INTERIOR PAINT (Leed Zero Voc)				
	009900.00	PAINT INTERIOR WALLS	960	SF	0.70	$ 672.00
	009900.10000	EPOXY PAINT TO UPPER REST ROOM WALLS	231	SF	0.70	$ 161.70
	009900.10100	EPOXY PAINT TO CEILING	203	SF	0.70	$ 142.38
	009900.31002	PAINT EXPOSED STRUCTURE	283	SF	0.90	$ 254.70
	009900.45000	PAINT DOORS/FRAMES	4	EA	40.00	$ 160.00
		EXTERIOR PAINT				
	009900.21000	PAINT EXTERIOR CEILING	156	SF	1.20	$ 187.20
	009900.21000	PAINT EXTERIOR WALL	624	SF	1.20	$ 748.80
10	10000	SPECIALTIES & SIGNAGE				$ 7,203.00
	10,000	SPECIALITIES				
	10400	IDENTIFYING DEVICES				
		MALE FEMALE ADA SIGNAGE (Exterior)	4	EA	75.00	$ 300.00
	10800	BATHROOM FIXTURES				
	10802	FLUSHOMETER OPTIMA OR OPTIMA PLUS BY SL	2	EA	360.00	$ 720.00
	10804	SENCOR FAUCET OPTIMA OR OPTIMA PLUS BY S	2	EA	360.00	$ 720.00
	10805	ADA KOHLER MORNINGSIDE K-12632-0 SINK WA	2	EA	360.00	$ 720.00
	10806	ADA KOHLER KINGSTON K-4325-L-0 WALL MOUN	2	EA	360.00	$ 720.00
	10815	KOHLER BARDON K-4915 TOUCHLESS URINAL W	1	EA	78.00	$ 78.00
	10812	TOILET PAPER DISPENSER BOBRICK -B-4388	2	EA	360.00	$ 720.00
	10813	PAPER TOWEL DISPENSER BOBRICK B-2620	2	EA	250.00	$ 500.00
	10814	HAND SOAP DISPENSER BOBRICK B-155	2	EA	850.00	$ 1,700.00
	10816	1.5 DIA x 42" SS HORIZONTAL GRAB BAR	2	EA	85.00	$ 170.00
	10817	1.5 DIA x 36" SS HORIZONTAL GRAB BAR	2	EA	85.00	$ 170.00
	10850.10010	18"x 36" POLISHED ALUM MIRRO BOBRICK B293	2	EA	250.00	$ 500.00
	10850.10011	DIAPER CHANGING STATION BOBRICK B-2200	1	EA	185.00	$ 185.00
11	11000	EQUIPMENT				$ -
12	12000	FURNISHINGS				$ -
13	13000	SPECIAL CONSTRUCTION				$ -
14	14000	CONVEYING SYSTEMS				$ -
	220000	PLUMBING				$ 28,582.40
	221000	GENERAL CONDITIONS				$ 2,598.40
	221316	SANITARY				
		3" SS	30	LF	27.50	$ 825.00
		4" SS	10	LF	34.50	$ 345.00
		2" DWV PVC	30	LF	3.10	$ 93.00
		3" VTR	1	EA	150.00	$ 150.00
		CLEANOUT	4	EA	130.00	$ 520.00

RESTROOM / PUMP ROOM (27' X 28')

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
	221116	WATER				
		1-1/2" WATER SUPPLY	40	LF	22.00	$ 880.00
		WATER HAMMER ARRESTER	5	EA	102.00	$ 510.00
		WATER VALVES TO 1"	7	EA	37.00	$ 259.00
		1-1/2 WATER VALVE IN CONC BOX	3	EA	250.00	$ 750.00
		PLUMBING FIXTURES WITH CONNECTIONS AND ACCESS				
		WATER CLOSET, FL MNTD, ADA	2	EA	2,700.00	$ 5,400.00
		LAVATORY, ADA	2	EA	3,000.00	$ 6,000.00
		URINAL, WALL HUNG, ADA	1	EA	2,500.00	$ 2,500.00
		FLOOR DRAIN	3	EA	392.00	$ 1,176.00
		HI-LOW EWC	1	EA	2,575.00	$ 2,575.00
		HOSE BIBB	1	EA	250.00	$ 250.00
		RAINWATER COLLECTION SYSTEM				
		ROOF DRAIN 4"	1	EA	495.00	$ 495.00
		4" RW COLLECTION PIPE	30	LF	7.00	$ 210.00
		4" CO	1	EA	116.00	$ 116.00
		OVERFLOW FLOOR DRAIN	1	EA	430.00	$ 430.00
		RESEVOIR TANK	1	ALW	2,500.00	$ 2,500.00
	23000	HVAC				$ 2,286.90
	230000	GENERAL CONDITIONS				$ 207.90
	230300	EXHAUST FANS				
		EF-1	2	EA	325.00	$ 650.00
		EF-2	1	ALW	1,075.00	$ 1,075.00
		MOTORIZED DAMPER	1	EA	251.00	$ 251.00
		THERMOSTAT	1	EA	103.00	$ 103.00
	260000	ELECTRICAL				$ 24,095.12
	260500	ELECTRICAL GENERAL				
		ELECTRICAL GENERAL CONDITIONS				$ 2,190.47
	260533	CONDUIT				
		1/2"	210	LF	7.50	$ 1,575.00
		3/4"	90	LF	8.20	$ 738.00
		1"	30	LF	10.85	$ 325.50
		WIRE/CABLE				
		#12	420	LF	0.56	$ 235.20
		#10	180	LF	0.69	$ 124.20
		#6	60	LF	1.35	$ 81.00
	262726	WIRING DEVICES				
		SWITCH, OS	3	EA	182.00	$ 546.00
		DUPLEX GFI	3	EA	188.00	$ 564.00
		DUPLEX GFI, WP	3	EA	211.00	$ 633.00
		J BOX	6	EA	88.00	$ 528.00
		TIME CLOCK	2	EA	188.00	$ 376.00
	262816	DISCONNECT SAFETY SWITCH				
		DISCONNECT SWITCH	1	EA	510.00	$ 510.00
		MOTOR CONNECTIONS				
		MOTOR OUTLET (CONNECTION) 1/8	2	EA	62.00	$ 124.00
		MOTOR OUTLET (CONNECTION) 3	1	EA	92.00	$ 92.00
		MOTOR OUTLET (CONNECTION) 15	1	EA	158.00	$ 158.00

RESTROOM / PUMP ROOM (27' X 28')						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
	260526	GROUNDING				
		#12	210	LF	0.56	$ 117.60
		#10	90	LF	0.69	$ 62.10
		#6	30	LF	1.35	$ 40.50
		#2	25	LF	2.67	$ 66.75
		3/0	10	LF	2.83	$ 28.30
		GROUND ROD	2	EA	98.00	$ 196.00
		75 KVA TRANSFORMER 480-120/208	1	EA	5,437.50	$ 5,437.50
		TVSS	1	EA	675.00	$ 675.00
	262416	PANELS				
		A 120/208, 100A, 3P, 4W, MCB,N3	1	EA	1,320.00	$ 1,320.00
		F 120/208, 100A, 3P, 4W, MLO,N4	1	EA	1,775.00	$ 1,775.00
		H 277/480, 400A, 3P, 4W, MCB,N3R	1	EA	3,725.00	$ 3,725.00
		LITE FIXTURES				
	AE	1X4 EMER	2	EA	226.00	$ 452.00
	B	1X4	1	EA	197.00	$ 197.00
	BE	1X4 EMER	2	EA	226.00	$ 452.00
		EXTER LITES (NOT LISTED)	3	EA	250.00	$ 750.00

STARTER SHACK

CMS-Construction Management Services, Inc.
10 Fairway Drive, Suite 301
Deerfield Beach, Fl 33441
954-481-1611
CMS FILE # 2126

MIAMI BEACH
CAPITAL IMPROVEMENTS
CITY OF MIAMI BEACH
PAR 3 GOLF COURSE

100% SUBMITTAL
COST ESTIMATE
October 1, 2013

STARTER SHACK (8' X 8')

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT		AMOUNT
01	01000	GENERAL CONDITIONS				$	6,511.33
	01000	GENERAL CONDITIONS	1	LS	6,511.33	$	6,511.33
03	03000	CONCRETE				$	8,823.04
	03301	CAST IN PLACE CONCRETE					
	03302	CAST IN PLACE CONCRETE STARTER SHAC	64	SF	137.86	$	8,823.04
04	04000	MASONRY				$	2,368.00
	04301	MASONRY					
	04302	MASONRY BATH & PUMP ROOM TOTAL COS	64	SF	37.00	$	2,368.00
05	05000	METALS				$	1,460.00
	05000	ADA RAMP THRESHOLD	4	LF	0.00	$	-
	05520.00310	VERTICAL PICKET CENTER RAIL	20	LF	52.00	$	1,040.00
	05520.12010	WALL HAND RAIL	10	LF	42.00	$	420.00
06	06000	WOOD & PLASTICS				$	360.00
		MILLWORK					
	06220.00100	5' X 2' 3" COUNTER TOP BRACKETS	12	SF	30.00	$	360.00
07	07000	THERMAL & MOISTURE PROTECTION				$	8,541.66
	07100.111	WATERPROOFING					
		WATERPROOFING	41	SF	15.00	$	607.50
	07200.0000	INSULATION					
	07200.0000	RIGID R-10 INSULATION PERIMETER	236	SF	1.65	$	389.14
	07200.0002	TAPERED INSULATION ROOF DECK	81	SF	1.00	$	81.00
	07500.20000	FIBERTITE KEE MEMBRANE ROOFING	81	SF	18.00	$	1,458.00
		FTR MEMBRANE FLASHING STRIP	144	SF	8.50	$	1,224.00
		OVERFLOW SCUPPERS	2	EA	95.00	$	190.00
		FLASHING @ROOF CURBS	36	LF	10.00	$	360.00
		FTR PRE-MOLDED FLASHING STRIP	1	EA	75.00	$	75.00
		6"X6" FTR MEMBRANE WELDED 4 CORNERS	4	EA	250.00	$	1,000.00
		FTR # 101 SEALANT TOOLED	36	LF	15.00	$	540.00
		METAL COUNTER FLASHING	26	LF	15.00	$	390.00
		FTR #201 OR #190 ADHESIVE AT CURBS	144	SF	15.00	$	2,160.00
		FTR ALUMINIUM TERMINATION BAR	0	LF	15.00	$	-

STARTER SHACK (8' X 8')

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
	07900	SEALANTS				
		CAULKING AT EXTERIOR WALLS	54	LF	1.25 $	67.03
08	08000	DOORS & WINDOWS				$ 9,655.00
	08110.10000	STEEL /METAL DOOR FRAMES				
	08110.10001	3'-0" x 7'-0" STEEL FRAME WELDED (EXTER	1	EA	206.00 $	206.00
	08110.10006	3'-0" x 7'-0" STEEL /METAL DOOR (EXTERIO	1	EA	375.00 $	375.00
	08523.10000	GLASS IMPACT RESISTANT WINDOWS	53	SF	65.00 $	3,432.00
	08500.10000	ADD FOR IMPACT RESISTANT WINDOWS	4	EA	65.00 $	3,432.00
	08500.10000	ALUMINIUM FENCE & GATES				
	08500.10000	ALUM FENCE 60" HIGH 2 1/2"x1" PICKETS A	7	LF	275.00 $	1,925.00
	08500.10000	ALUM FENCE GATE 4 WIDE X 5FT HIGH	1	EA	285.00 $	285.00
09		FINISHES				$ 2,619.55
		METAL FRAMING				
	09200.20078	2" Z FURRING CHANNEL 16" O/C	236	SF	1.78 $	419.80
	09200.30013	20 GAUGE STUDS COLD FORM METAL FRA	0	SF	1.85 $	-
	09200.30014	HEAVY GAUGE EXTERIOR FRAMED	0	SF	2.25 $	-
		GYPSUM BOARD -LEED -MOLD RESISTANT				
	09250.0000	EXTERIOR GRADE GYPSUM DRYWALL	17	SF	2.25 $	37.13
	09250.00120	5/8" TYPE X GYPSUM BOARD	236	SF	1.99 $	469.32
	09250.00121	5/8"TYPE X GYPSUM CEILING BOARD	49	SF	1.35 $	66.15
		MOBILE SCAFFOLD	0	DY	60.00 $	24.57
		TILES				
	09310.11240	CERAMIC WALL TILES	51	SF	6.50 $	334.10
	09310.11242	CERAMIC COVE BASE	31	LF	6.50 $	200.20
	09310.11240	CERAMIC WALL TILES (EXTERIOR WALLS)	41	SF	8.50 $	344.25
	09220.00	STUCCO TO EXTERIOR CEILING/CANOPY/E	17	SF	2.40 $	39.60
	009900.00	INTERIOR PAINT (Lead Zero Voc)				
	009900.00	PAINT INTERIOR WALLS	236	SF	0.70 $	165.09
	009900.10100	EPOXY PAINT TO CEILING	49	SF	0.70 $	34.30
	009900.45000	PAINT DOORS/FRAMES	1	EA	40.00 $	40.00
		EXTERIOR PAINT				
	009900.21000	PAINT EXTERIOR CEILING	49	SF	1.20 $	58.80
	009900.21000	PAINT EXTERIOR WALL	322	SF	1.20 $	386.26
10	10000	SPECIALTIES & SIGNAGE				$ 150.00
	10,000	SPECIALITIES				
	10400	IDENTIFYING DEVICES				
		MALE FEMALE ADA SIGNAGE (Exterior)	2	EA	75.00 $	150.00
11	11000	EQUIPMENT				$ -
12	12000	FURNISHINGS				$ -

STARTER SHACK (8' X 8')

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	$/UNIT	AMOUNT
13	13000	SPECIAL CONSTRUCTION				$ 200.00
	13742	TELEPHONE AND DATA RACEWAY SYSTEM				
		TELEPHONE OUTLET	2	EA	100.00	$ 200.00
14	14000	CONVEYING SYSTEMS				$ -
	220000	PLUMBING				$ 230.00
		CONDENSATE (FOR MINISPLIT)	1	LS	230.00	$ 230.00
	23000	HVAC				$ 2,541.00
	230000	GENERAL CONDITIONS				$ 231.00
	230300	MINI SPLIT-1	1	EA	1,500.00	$ 1,500.00
		REFRIGERANT LINES	1	LS	160.00	$ 160.00
		6" CONC PAD	6	SF	25.00	$ 150.00
		ALUM STAND	1	EA	500.00	$ 500.00
	260000	ELECTRICAL				$ 4,659.99
	260500	ELECTRICAL GENERAL				
		ELECTRICAL GENERAL CONDITIONS				$ 423.64
	260533	CONDUIT				
		1/2"	35	LF	7.50	$ 262.50
		3/4"	15	LF	8.20	$ 123.00
		WIRE/CABLE				
		#12	70	LF	0.56	$ 39.20
		#10	30	LF	0.69	$ 20.70
	262726	WIRING DEVICES				
		DUPLEX GFI, WP	1	EA	211.00	$ 211.00
		DBL DUPLEX	1	EA	201.00	$ 201.00
		TIME CLOCK	1	EA	188.00	$ 188.00
	262816	DISCONNECT SAFETY SWITCH				
		DISCONNECT SWITCH	1	EA	510.00	$ 510.00
		DISCONNECT SWITCH	1	EA	1,075.00	$ 1,075.00
	260526	GROUNDING				
		#12	35	LF	0.56	$ 19.60
		#10	15	LF	0.69	$ 10.35
	262416	PANELS				
		B 120/208, 60A, 3P, 4W, MCB	1	EA	1,100.00	$ 1,100.00
		LITE FIXTURES				
	AE	1X4 EMER	1	EA	226.00	$ 226.00
		EXTER LITES (NOT LISTED)	1	EA	250.00	$ 250.00

Exhibit D

RESOLUTION NO. 2010-27407

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH MCCUMBER GOLF, INC.; FOR DESIGN, BID AND AWARD, AND CONSTRUCTION MANAGEMENT SERVICES, IN THE NEGOTIATED LUMP SUM FEE OF $294,500, PLUS AN ADDITIONAL NOT-TO-EXCEED AMOUNT OF $92,600 FOR APPROVED REIMBURSABLES, FOR THE PAR 3 GOLF COURSE, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 07-09/10; WITH FUNDING TO BE APPROPRIATED FROM THE MIDDLE BEACH QUALITY OF LIFE RESORT TAX FUND 161.

WHEREAS, on November 2, 2009, the Procurement Division issued RFQ No. 07-09/10 for Design Bid and Award, and Construction Management Services, in the negotiated lump sum fee of $294.500, plus an additional not to exceed amount of $92,600 for approved reimbursables for the Par 3 Golf Course; and

WHEREAS, at its February 3, 2010 meeting, the City Commission approved Resolution No. 2010-27324, accepting the recommendation of the City Manager pertaining to the ranking of proposals pursuant to RFQ No. 07-09/10, and authorizing the Administration to enter into negotiations with the top-ranked firm of McCumber Golf, Inc.; and should the Administration not be able to negotiate with the top-ranked firm, authorizing the Administration to negotiate with the second-ranked firm, Bates Design Group, Inc.; and should the Administration not be able to negotiate with the second-ranked firm, authorizing the Administration to negotiate with the third-ranked firm, Signature Design Services, Inc.; and

WHEREAS, following negotiations, the City was able to reach an agreement with McCumber Golf, Inc., in the negotiated lump sum amount of $294,500; and an additional amount of $92,600, for approved reimbursables.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize an Agreement with McCumber Golf, Inc. for Design, Bid and Award, and Construction Management Services, in the negotiated lump sum fee of $294,500, plus an additional not to exceed amount of $92,600 for approved reimbursables, for the Par 3 Golf Course Project, with funding to be appropriated from the Middle Beach Quality of Life Resort Tax Fund 161.

PASSED AND ADOPTED THIS 9th **DAY OF** June **2010.**

ATTEST:

Robert Parcher, City Clerk

Matti Herrera Bower, Mayor

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 6/2/10 Date

Condensed Title:

A Resolution accepting The City Manager's Recommendation to authorizing the Mayor and the City Clerk to execute an Agreement with McCumber Golf, Inc. for the Design, Bid And Award, And Construction Administration Services, For The Redesign of The Par 3 Golf Course, in the negotiated lump sum Fee of $294,500plus an additional Not To Exceed amount of $92,600 for approved reimbursable for the Par 3 project, pursuant to RFQ No.07-09/10.Funding to be appropriate from the Middle Beach Quality of Life Fund Resort Tax 161.

Key Intended Outcome Supported:

Ensure well-designed quality capital projects

Supporting Data (Surveys, Environmental Scan, etc.): The 2009 Community satisfaction survey indicates that 79% of Middle Beach residents rate recreational programs and facilities as excellent or good. The 2009 community satisfaction survey indicates that when thinking about recreation in the City of Miami Beach, 46% of "Mid Beach Islands" respondents feel the "8 years of age and under" demographic should benefit most from limited resources.

Issue:

Shall the Commission Adopt the Resolution?

Item Summary/Recommendation:

On October 8, 1997, the City of Miami Beach issued RFQ No. 79-96/97 for a golf course Architect to prepare conceptual designs, plans and specifications for the upgrade of the Miami Beach, Normandy Shores, and the Par 3 golf courses. On October 21, 1997, the City signed an Agreement pursuant to said RFQ. While the Miami Beach and Normandy Shores courses were designed and built, the Par 3 was never designed due to lack of funds. Upon receiving input and recommendations from the residents and the Bayshore Homeowners' Association (BHA), the Mayor and City Commission at its October 14, 2009 meeting, authorized the Administration to issue an RFQ for the Design, Bid and Award, and Construction Administration Services, for the Redesign of the Par 3 Golf Course. RFQ No.07-09/10 was issued and sent to over 45 firms. Proposals were received and an Evaluation Committee appointed by the City Manager reviewed, interviewed key personnel, scored and ranked the proposals based on the published evaluation criteria. Based on the scoring and ranking, a motion was made and passed by the Committee that McCumber Golf Design, Inc. was the top-ranked firm, Bates Golf Design was the second-ranked firm, and Signature Design Services, Inc. was the third-ranked firm. At its February 3, 2010 meeting, the City Commission approved Resolution No. 2010-27324, hereby accepting the recommendation of the City Manager pertaining to the ranking of proposals pursuant to Request for Qualifications (RFQ) No. 07-09/10, for Design, Bid and Award, and Construction Administration Services, for the redesign of the Par 3 Golf Course; authorize the Administration to enter into negotiations with the top-ranked firm of McCumber Golf, Inc.

On March 3, 2010. The committee negotiated the fees and hourly rates in accordance with the typical billing hourly rate, to where the committee and the A/E team felt that a reasonable and acceptable fee for the approved scope had been reached; and following negotiations, the City was able to reach an agreement with McCumber Golf, Inc., in the negotiated Lump sum amount of $294,500.00, of which $249,500.00 is for Design and Bid / Award Services, and $45,000.00 for Construction Management Services for the entire duration of the construction phase. An additional amount of $92,600, is provided for approved reimbursables, which are divided into $36,000 for initial Topographic, Site, Landscaping survey, and final as built; $4,500 Geo Tech testing; $22,100 Ground monitoring wells (DERM); $27,500 travel expenses; $2,500 reproduction of plans and printing.

Adopt the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
OBPI	1	$387,100	Middle Beach Quality Of Life Fund Resort tax 161
	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Humberto Cabanas, ext 4105

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL COC	JGG PDW	JMG

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MIAMIBEACH

AGENDA ITEM C7A

DATE 6-9-10

MIAMIBEACH

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

COMMISSION MEMORANDUM

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

FROM: Jorge M. Gonzalez, City Manager

DATE: June 9, 2010

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH MCCUMBER GOLF, INC.; FOR DESIGN, BID AND AWARD, AND CONSTRUCTION MANAGEMENT SERVICES, IN THE NEGOTIATED LUMP SUM FEE OF $294,500 (PLUS AN ADDITIONAL NOT-TO-EXCEED AMOUNT OF $92,600 FOR APPROVED REIMBURSABLES); FOR THE PAR 3 GOLF COURSE, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 07-09/10; FUNDING TO BE APPROPRIATED FROM THE MIDDLE BEACH QUALITY OF LIFE RESORT TAX FUND 161.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOMES SUPPORTED

Ensure well-designed quality capital projects

FUNDING

Funding in the amount of $387,100 to be appropriated from the Middle Beach Quality of Life Resort Tax Fund 161.

ANALYSIS

On October 8, 1997, the City of Miami Beach issued RFQ number 79-96/97 for a golf course Architect to prepare conceptual designs, plans and specifications for the upgrade of the Miami Beach, Normandy Shores, and the Par 3 golf courses. On October 21, 1997, the City signed an Agreement with the top ranked firm of Arthur Hills and Associates, pursuant to said RFQ. While the Miami Beach and Normandy Shores courses were designed and built, the Par 3 was never designed due to lack of funds.

On January 5, 2009, due to the time that had elapsed and in response to requests from residents of the Bayshore neighborhood, the City contracted Bruce Howard & Associates to develop several conceptual plans for the Par 3 golf course site.

On March 31, 2009, the City held a publicly advertised meeting with the community at Miami Beach Senior High School. The following conceptual site plans were presented:

- Refurbished Nine-Hole Par 3 Golf Course
- Local Park
- Hybrid Six-Hole Par 3 Golf Course / Local Park

While each of the plans was conceptual, certain elements were shown in all the plans based upon community and staff input. Among these are a lake that would serve drainage, irrigation, and fill functions; two to five tennis courts; public restrooms; a jogging trail around the perimeter of the site; and a tot lot near the Scott Rakow Youth Center. The golf course plans also have options for artificial turf and real turf.

The refurbished Par 3 option would retain a full nine-hole golf course as it exists today. The design requirements for a fully functioning nine hole golf course require the use of most of the space now occupied by the Par 3. Therefore, there is only a small space available for a passive feature like a grove of flowering / fruit trees and tennis courts. This option was favored by the community at the March 31st meeting.

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

The Hybrid option would retain a six-hole golf course and also provide some areas that could be used for passive and active park activities. The same picnic and pavilion areas, fruit and flowering trees, tot lot, tennis courts, and open space elements available in the previously mentioned park option would be available in this option.

The conceptual plans were presented to the Finance and Citywide Projects Committee on June 25, 2009 and the item was referred to the Land Use Committee on September 14, 2009. During the Land Use Committee meeting, direction was provided to the Administration to prepare a commission item for the issuance of a Request for Qualifications (RFQ) for the design, permitting, bid/award and construction administration services. It was discussed at the Land Use Committee that the full Commission should be provided an opportunity to opine on the three (3) options presented by Bayshore Homeowners' Association (BHA) to determine which option the City should pursue.

Upon receiving input and recommendations from the residents and the BHA, the Mayor and City Commission at its October 14, 2009 meeting, authorized the Administration to issue an RFQ for the Design, Bid and Award, and Construction Administration Services, for the Redesign of the Par 3 Golf Course at an estimated construction value of $3,100,000.

On November 2, 2009, the Procurement Division issued RFQ No. 07-09/10, and notices were sent to over 45 firms, which resulted in the receipt of 10 proposals on the due date of December 3, 2009, from the following firms:

- Arthur Hills/Steve Forrest and Associates
- Bates Design Group, Inc.
- Dye Designs, Inc.
- Greg Norman Golf Course Design
- Jerry Pate Golf Design, Inc.
- McCumber Golf, Inc.
- Sanford Golf Design
- Shearon Golf
- Signature Design Services, Inc./Raymond Floyd Design
- Signature Golf Design, Inc.

On January 5, 2010, the City Manager via Letter to Commission No. 004-2010, appointed an Evaluation Committee, that convened on January 19, 2010, and was provided with an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government in the Sunshine Law. Nine of the ten firms that submitted proposals, gave an oral presentation to the Committee and participated in a question and answer session, with the exception of Shearon Design which did not accept the City's invitation. Following the proposers' presentations, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ.

Based on the scoring and ranking, a motion was made and passed by the Committee that McCumber Golf Design, Inc. was the top-ranked firm, Bates Golf Design was the second-ranked firm, and Signature Design Services, Inc. was the third-ranked firm.

McCumber Golf has over 30 years experience in the design and construction of golf courses, and they understand how they function in a large communities. Founded in 1971 as a landscape design and golf consultant firm, McCumber Golf grew into golf course architecture and construction. Headquartered in Jacksonville, Florida, McCumber Golf is the parent company for three operating divisions. These include Mark McCumber & Associates, a golf course architectural firm headed by PGA Tour Professional Mark McCumber; McCumber Construction, which specializes in constructing McCumber designed courses; and McCumber Golf Facility Management, a golf course management and operations consulting division of the company.

McCumber Golf has designed, renovated and constructed more than 70 courses to date, including private country club courses, resort courses, real estate development courses, public courses, and executive courses. Their portfolio includes golf courses in Japan, Korea, China, Costa Rica and Canada as well as the highly acclaimed golf course the Brickyard at Riverside, in Macon Georgia.

At its February 3, 2010 meeting, the City Commission approved Resolution No. 2010-27324, hereby accepting the recommendation of the City Manager pertaining to the ranking of proposals pursuant to Request for Qualifications (RFQ) No. 07-09/10, for Design, Bid and Award, and Construction Administration Services, for the redesign of the Par 3 Golf Course; authorized the Administration to enter into negotiations with the top-ranked firm of McCumber Golf, Inc., and should the Administration not be able to negotiate with the top-ranked firm, authorized the Administration to negotiate with the second-ranked firm, Bates Design Group, Inc., and should the Administration not be able to negotiate with the second-ranked firm, authorized the Administration to negotiate with the third-ranked firm, Signature Design Services, Inc.

On March 3, 2010, the first negotiation meeting was held between City Staff, the Special Assistant to the City Manager and McCumber Golf who submitted a professional services fee in the amount of $632,875.00. This was not acceptable to the City and resulted in approximately six (6) additional meetings where the fee, and scope were reviewed, revised and re-evaluated. The City continued to negotiate the fees and hourly rates (see schedule C) until an agreement for a reasonable and acceptable fee for the approved scope had been reached.

After many negotiations, the City was able to reach an agreement with McCumber Golf, Inc., for professional services in the negotiated Lump sum amount of $294,500., and $92,600 in approved reimbursable expenses broken down as follows:

Professional Services

Design, Bid and Award Services:	$249,500.00
Construction Management Services:	$45,000.00
Total Professional Services Fee:	**$294, 500**

Reimbursables:

Full Topographic Survey / Final As Built Survey:	$36,000
Geotechnical Testing:	$4,500
Ground Monitoring Wells:	$22,100
Reproduction Costs:	$2,500
Travel Expenses:	$27,500
Total Reimbursable Expenses:	**$92,600**

The total professional services fee was successfully negotiated by City Staff and the Special Assistant to the City Manager in the amount of $387,100 which has resulted in a significant savings to the City in the amount of $245,775.

CONCLUSION

It is recommended that a Resolution of the Mayor and City Commission of the City of Miami Beach, Florida be adopted, authorizing the Mayor and City Clerk to execute an Agreement with McCumber Golf, Inc. for Re-design, Bid and Award, and Construction Management Services, in the negotiated lump sum Fee of $294,500.00 plus an additional Not to Exceed amount of $92,600 for approved reimbursables, for the Par 3 project, pursuant to RFQ No. 07-09/10.

Attachments: Schedule A - Scope of A/E Consulting Services
Schedule B - Consultant's Compensation Fee Schedule
Schedule C - Hourly Billing Rates Schedule
Schedule D - Schedule (A/E)

JMG/COC/GME/ HC

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Schedule A
City of Miami Beach Par 3 Golf Course
A/E Scope of Work

Task #1 - Conceptual Design

I. **Site Analysis & Preliminary Master Planning**

(1) Thorough review of the property with City staff and consultants to identify specific needs, goals and objectives. This would include as-built research to identify any constraints on the project site.

(2) Create a preliminary master plan the course that would be presented to the City staff for review and comments.

- (a) This plan will address the proposed location of all the major components of each golf hole including tees, greens, fairways, lakes and bunkers along with other additional amenities and program items including tennis courts, splash pad, tree grove, jogging trail and tot lot.
- (b) We would also review the parking impacts to the site that these improvements would make and make recommendations as to the parking needs for the entire facility.
- (c) Preliminary planning will include a written narrative discussing the improvements and a report detailing the condition of all support infrastructure including the irrigation and pump station, drainage structures, and cart paths. This report would also establish preliminary cost estimates to guide the project scope and keep the project within budget.

(3) Create a final master plan based upon the feedback received from the preliminary master planning. The Final Master Plan will be created that will serve as the basis for the improvements to the facility.

(4) Engineer will conduct pre-application meeting with the permitting agencies and co-consultants.

Task #2 - Design Documents

(1) Once the city has accepted the Master Plan and finalized the scope of work we will begin work on the Phase I, II, and III construction documents.

(2) This package will include all construction drawings for the golf course and other amenities, technical specifications for the work and all standard City of Miami Beach procurement documents for public bid including but not limited to General Conditions and sample contract between Owner and Contractor.

(3) Specific items to be completed include:

- (a) 9-hole par 3 course
- (b) Tennis courts
- (c) Jogging trail
- (d) Tot lot
- (e) Children's splash pad

(f) Restroom facility
(g) Parking lot
(h) Tree Grove/Landscaping
(i) Lake & Drainage Design
(j) Lighting Design
(k) Irrigation Design
(l) Any other plans necessary for permits

(4) Cost estimates will be prepared for each milestone of the Construction Documents (30%, 60%, 90% and 100%)

(5) At the 60% construction milestone, the engineer will submit the formal permit applications to the appropriate agencies

Task #3 - Bid Award

(1) Assist in advertisement of bid
(2) Hold a mandatory pre-bid meeting for all interested contractors to review the project and provide an open forum for questions.
(3) Assist with distribution of bid documents
(4) Respond to questions from bidders and issue any appropriate addenda.
(5) Work with the city to select the most responsible bidder after bid opening. We will work with the city as needed until the contract is awarded and signed.

Task #4 - Construction Management Services

(1) Overseeing the work of contractor and presiding over regular construction meetings to address questions and issues that arise as well as reviewing the work as it related to the budget and schedule.
(2) Review monthly payment application requests from the contractor.
(3) The architect/project manager will maintain constant communication with the city officials to keep them informed of the construction progress and any issues that may arise during the construction.
(4) The architect/project manager will maintain job site construction meeting agendas and minutes of regular construction meetings.
(5) Review and approve all shop drawings, respond to RFI's, review submittal logs, and review and approve change orders.
(6) Complete project close out process to include review of final as-builts, preparation of final as-builts in AutoCAD format, review of warranty and operating and maintenance manuals, and final permit close out documentation.

Schedule B
City of Miami Beach Par 3 Golf Course
Compensation Fee Schedule

Project Item	Fee
Phase I - Conceptual Design	$50,000.00
Phase II - Construction Documents (30%)	$75,000.00
Phase III – Construction Documents (60%, 90%, 100%)	$115,000.00
Bid Award	$9,500.00
Construction Management Services	$45,000.00
Total Fee	$294,500.00

Reimbursable Expenses	
Travel 25 trips/average cost $1,100/trip	$27,500.00
Survey – Initial site survey and As-built survey	$36,000.00
Geotech Testing	$4,500.00
Groundwater monitoring wells (DERM)	$22,100.00
Photo, Reproduction, Plans and Printing	$2,500.00
Total Expenses for Reimbursable Not to Exceed	$92,600.00
Total Cost	$387,100.00

Schedule C - City of Miami Beach

Project Number
Task Description: A/E Services Par 3
Project Contact:
Date Prepared
Prepared By:
Estimated Fee
Compensation Fee
Task Start Date:
Task End Date:

GOLF COURSE & LANDSCAPE ARCHITECTURAL SERVICES FOR THE PROJECT
(Does not include Engineering or Permitting)

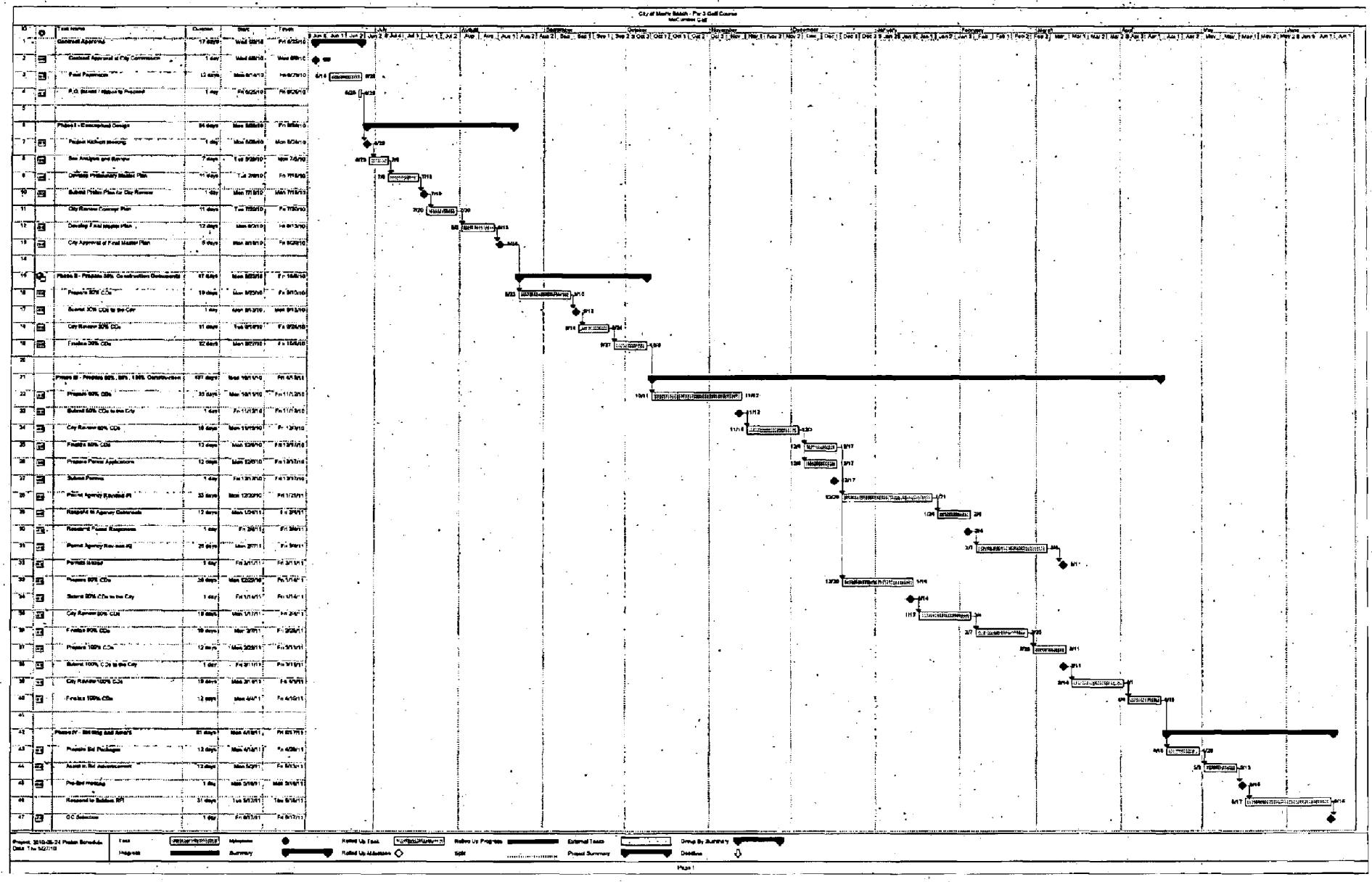
	Employee Classification							
	Principal (JLM)	Principal (MRM)	Sr. Golf Course Arch.	CAD Tech	Landscape Architect	Irrigation Designer	Clerical/ Admin	Total
Rate per Hour	$150	$150	$115	$80	$110	$85		
Task	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
	COST	COST	COST	COST	COST	COST	COST	COST
Phase I - Conceptual Plans	20	40	100	50	100	0		310
	$3,000	$6,000	$11,500	$4,000	$11,000	$0	$0	$35,500
Phase II - 30% Plans	20	40	70	50	50	35		265
	$3,000	$6,000	$8,050	$4,000	$5,500	$2,975	$0	$29,525
Phase III - 60%, 90%, 100%	20	40	100	75	75	60		370
	$3,000	$6,000	$11,500	$6,000	$8,250	$5,100	$0	$39,850
General Tasks	10	25	35	25	20	0		115
	$1,500	$3,750	$4,025	$2,000	$2,200	$0	$0	$13,475
Bidding & Award	10	0	10	0	10	10		40
	$1,500	$0	$1,150	$0	$1,100	$850	$0	$4,600
Construction Admin.	20	40	75	0	45	0		180
	$3,000	$6,000	$8,625	$0	$4,950	$0	$0	$22,575
LABOR COST								$145,525
MULTIPLIER								
SUB-TOTAL LABOR (Golf & Landscape Arch.)								$145,500
SUB-TOTAL LABOR (Engineer)								$149,000
Reimbursable Expenses								
Travel 25 trips/average cost $1,100/trip		$27,500						
Survey - Initial Site survey & As-built		$36,000						
Geotech Testing		$4,500						
Groundwater monitor wells (DERM)		$22,100						
Photographs, Reproduction, Plans and Printing		$2,500						
Total expenses for reimbursable not to exceed								$92,600
TOTAL COST								$387,100

Schedule C - City of Miami Beach (Page Two)

Project Number
Task Description: A/E Services Par 3
Project Contact:
Date Prepared:
Prepared By:
Estimated Fee
Compensation Fee
Task Start Date:
Task End Date:

ENGINEERING
SERVICES FOR THE PROJECT

	Employee Classification							
	Principal/ Director	PM IV	Eng I	SrCadd	QA/QC		Clerical/ Admin	Total
Rate per Hour	$150	$125	$114	$88	$150			
Task	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
	COST	COST	COST	COST	COST	COST	COST	COST
Phase I - Conceptual Plans	4	25	40	16	25		4	114
	$600	$3,125	$4,560	$1,408	$3,750	$0	$0	$13,443
Phase II - 30% Plans	14	40	125	85	40		14	318
	$2,100	$5,000	$14,250	$7,480	$6,000	$0	$0	$34,830
Phase III - 60%, 90%, 100%	18	60	210	125	60		18	491
	$2,700	$7,500	$23,940	$11,000	$9,000	$0	$0	$54,140
General Tasks	14	25	75	30	25		14	183
	$2,100	$3,125	$8,550	$2,640	$3,750	$0	$0	$20,165
Bidding & Award	4	10	20	5	10		4	53
	$600	$1,250	$2,280	$440	$1,500	$0	$0	$6,070
Construction Admin.	8	16	130		16		8	178
	$1,200	$2,000	$14,820	$0	$2,400	$0	$0	$20,420
LABOR COST								$149,068


City of Menlo Beach - Par 3 Golf Course
Task Name
Duration
Start
Finish
Contract Approval
Contract Approval of City Commission
Final Permission
P.O. Issued / Approval to Proceed
Phase I - Conceptual Design
Phase II - Preliminary 30% Construction Documents
Prepare 30% CDs
Submit 30% CDs to the City
City Review 30% CDs
Finalize 30% CDs
Phase III - Finalize 60%, 90%, 100% Construction
Prepare 60% CDs
Submit 60% CDs to the City
City Review 60% CDs
Finalize 60% CDs
Prepare Permit Applications
Submit Permits
Permit Agency Review #1
Response to Agency Comments
Resubmit Permit Responses
Permit Agency Review #2
Permits Issued
Prepare 90% CDs
Submit 90% CDs to the City
City Review 90% CDs
Finalize 90% CDs
Prepare 100% CDs
Submit 100% CDs to the City
City Review 100% CDs
Finalize 100% CDs
Phase IV - Bid Mgt and Award
Prepare Bid Packages
Assist in Bid Advertisement
Pre-Bid Meeting
Respond to Bidders RFI
G.C Selection
Project: 2010-06-24 Project Schedule
Date: Tue 5/27/10
Task
Progress
Milestone
Summary
Rolled Up Task
Rolled Up Milestone
Rolled Up Progress
Split
External Tasks
Project Summary
Group By Summary
Deadline
Page 1

RESOLUTION NO. 2011-27677

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PERTAINING TO THE PAR 3 GOLF COURSE PROJECT AND THE FLAMINGO PARK PROJECT (AND, IN PARTICULAR, THE TENNIS CENTER), AND RATIFYING PREVIOUSLY APPROVED RESOLUTION NO. 2010-27407, WHICH APPROVED AND ADOPTED THE RE-DESIGN OF THE PAR 3 GOLF COURSE, INCLUDING THE CONSTRUCTION OF FOUR (4) HARD SURFACE TENNIS COURTS, TOT LOT, AND SPLASH PAD, AND RATIFYING PREVIOUSLY APPROVED RESOLUTION NO. 2009-27190, WHICH APPROVED THE FLAMINGO PARK MASTER PLAN, OPTION "L", AS AMENDED, INCLUDING THE CONSTRUCTION OF SEVENTEEN (17) HYDRO COURTS AT THE PROPOSED TENNIS CENTER.

WHEREAS, on March 31, 2009, the City held a publicly advertised meeting at Miami Beach Senior High School where three (3) options for the newly proposed Par 3 Golf Course were presented and explained in detail; and

WHEREAS, after a thorough explanation of each alternative, the community favored the "Refurbished Nine (9) Hole Par 3 Golf Course", which would retain a full nine-hole golf course, as it exists today; and

WHEREAS, following the input and recommendations from residents, including the Bayshore Homeowners' Association (BHA), at the City Commission meeting of October 14, 2009, the Mayor and City Commission, authorized the Administration to issue a Request for Qualifications (RFQ) for design, bid and award, and construction administration services, for the re-design of the Par 3 Golf Course (the Par 3 Golf Course Project); and

WHEREAS, on June 9, 2010, pursuant to Resolution No. 2010-27407, the City Commission approved and authorized the Mayor and City Clerk to execute a professional services agreement with McCumber Golf, Inc. for design, bid and award, and construction management services for the redesign of the Par 3 Golf Course, including four (4) hard surface tennis courts, tot lot and splash pad, public restrooms, a jogging trail around the perimeter of the site, a grove of flowering/fruit trees, as well as lakes which would act as natural habitat reservoir and as a drainage basin and irrigation system; and

WHEREAS, on March 28, 2011, a public meeting with BHA residents was held at the Miami Beach Golf Club, and the primary goal of this meeting was to present the community with the final concept plan for the Par 3 Golf Course Project, which encompassed all the elements that McCumber Golf had been commissioned to provide in accordance with the approved scope of work; and

WHEREAS, following McCumber's presentation, members of the community expressed concerns regarding the implementation of a proposed plan with a splash pad and a tot lot, that might attract children onto the Par 3 fairways; and

WHEREAS, BHA later presented a proposed plan that was indicative of the elements that the residents would accept as part of the Par 3 Golf Course Project; and

WHEREAS, the BHA plan suggested a similar layout of the Par 3, inclusive of the lakes, jogging path and four (4) tennis courts, as well as 26 parking spaces along the front of the Hebrew Academy play area; and

WHEREAS, the proposed BHA plan did not include the incorporation of a tot lot, splash pad, and associated restroom facilities; and

WHEREAS, at the May 11, 2011 City Commission meeting, the City Commission was receptive to

relocating the four (4) hard surface tennis courts further west, adjacent to Pinetree Drive, as well as incorporating the tot lot and water splash pad; and

WHEREAS, the City conducted a subsequent analysis of the potential relocation of these amenities, and concluded that these modifications might be feasible, but not without changes to the current Project design, as well as the potential of impacting the existing trees; and

WHEREAS, it is anticipated that the increase in the size of the tot lot and splash pad could potentially increase the Project budget by $250,000; and

WHEREAS, on March 27, 2008, Wolfberg Alvarez and Partners (WA) was retained to prepare a Master Plan for the Flamingo Park Project, including the proposed Tennis Center (the Flamingo Park Project); and

WHEREAS, the Master Plan Option "L", as approved and amended by the City Commission on September 9, 2009, pursuant to Resolution No. 2009-27190, recommended the demolition of the existing Flamingo Park Tennis Center and construction of a new 5,000SF Tennis Center, with seventeen (17) hydro courts; and

WHEREAS, during the February 3, 2010, City Commission meeting, Dr. Rosann Sidener, the principal of Miami Beach High School, as well as a number of parents of Miami Beach High School students, a representative the Miami Beach High PTA, and residents of the community, spoke and issued a unified request to include five (5) hard surface courts in the new Flamingo Tennis Center for use by the High School's tennis team; and

WHEREAS, City staff has, since then, met with Dr. Sidener, who has been receptive to the inclusion of four (4) hard surface courts at the Par 3 Golf Course Instead; and

WHEREAS, the High School's receptivity to the construction of the hard surface courts at the Par 3 Golf Course would allow the City to proceed with the design development phase of the Par 3 Golf Course Project, and with the construction of the Flamingo Park Tennis Center, as per adopted Flamingo Park Project Master Plan, and Permit Number B1003093, which includes the construction of the seventeen (17) hydro courts.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission hereby ratify the previously approved Resolution No. 2010-27407, which approved and adopted the re-design of the Par 3 Golf Course Project, including the construction of four (4) hard surface tennis courts, tot lot, and splash pad, and ratify the previously approved Resolution No. 2009-27190, which approved the Flamingo Park Master Plan, Option "L", as amended, including the construction of seventeen (17) hydro courts at the proposed Tennis Center.

PASSED AND ADOPTED this 1st **day of** June**, 2011.**

ATTEST:

City Clerk
Robert E. Parcher

CITY OF MIAMI BEACH:

Mayor
Matti Herrera Bower

T:\AGENDA\2011\6-01-11\Flamingo Park Masterplan RESO.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney — Date 6/6/11

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Pertaining To The Par 3 Golf Course And The Flamingo Park Project Tennis Center, And Ratifying Previously Approved Resolution No. 2010-27407, Which Approved And Adopted The Par 3 Project Master Plan, Including The Construction Of Four (4) Hard Surface Tennis Courts, Tot Lot, And Splash Pad And Ratifying Previously Approved Resolution No. 2009-27190, Which Approved The Flamingo Park Master Plan Option "L", As Amended, Including The Construction Of Seventeen (17) Hydro Courts At The Proposed Tennis Center.

Key Intended Outcome Supported:

Ensure well-designed, quality capital projects.

Supporting Data (Surveys, Environmental Scan, etc.): The 2009 Customer Satisfaction Survey indicated that 79% of businesses rated recently completed capital improvement projects as "excellent" or "good."

Issue:

Shall the City Commission Adopt the Resolution?

Item Summary/Recommendation:

The Par 3 Golf Course original scope of work consisted of the re-design of the existing nine-hole Par 3 Golf Course, inclusive of new lakes, jogging path, tennis courts, splash pad and tot lot The final concept plan for the Par 3 was presented to the community on March 28, 2011. Members of the community expressed concerns regarding the implementation of a proposed plan with a splash pad and a tot lot, which could potentially attract children onto the Par 3 fairways and in turn create potential safety hazard. The BHA President later also presented a proposed plan that was indicative of the elements that the residents would accept as part of the Par 3 Golf Course re-design, which are the lakes, jogging path, and four (4) tennis courts. At the May 2011 Commission meeting, the City Commission was, however, receptive to consider relocating the four (4) hard surface tennis courts further west, adjacent to Pinetree Drive, as well as incorporating the tot lot and water splash pad, consistent with the original Master Plan. The City conducted a subsequent analysis of the potential relocation of these amenities. Staff concluded that these modifications may be feasible, but not without modifications to the current golf course design resulting from the relocation of the tennis courts, tot lot, and splash pad facility, and potential existing trees.

The Flamingo Park Master Plan, as approved and adopted by the City Commission on September 9, 2009, recommended the demolition of the existing Flamingo Park Tennis Center and construction of a new 5,000SF Tennis Center, with seventeen (17) hydro courts. During the February 3, 2010 Commission meeting, Dr Rosann Sidener, the principal of Miami Beach High School, as well as a number of parents of Miami Beach High School students, a representative of the Miami Beach High PTA, and residents of the community, spoke and issued a unified request to include five (5) hard surface tennis courts in the new Flamingo Park Tennis Center for use by the High School's Tennis Team. At its June 9, 2010 Commission Meeting, Commission voted to install twelve (12) clay courts and five (5) hard courts at Flamingo Park in lieu of the seventeen (17) clay courts. City staff has, since then, met with Dr. Rosann Sidener and her staff, and they have been receptive to including four (4) hard courts at the Par 3 location. The Miami Beach High School's receptivity to the construction of the tennis courts at Par 3 Golf Course, triggered an opportunity for the City to proceed with the adopted Flamingo Park Master Plan of seventeen (17) hydro courts immediately

After thorough evaluation, the Administration recommends that the Par 3 Golf Course Scope of Work and the Flamingo Park Project Tennis Center design remain as originally approved by the Commission in Resolution No. 2010-27407 (June 9, 2010) and Resolution No 2009-27190 (September 9, 2009) respectively. The Par 3 re-design layout will include the four (4) hard tennis courts, splash pad and tot-lot, located adjacent to Pine Tree Drive, serving the Middle Beach Community as well as meeting the needs of the Miami Beach High School Tennis Team. The Flamingo Park Tennis Center, as currently designed and permitted, includes seventeen (17) hydro courts, as per the originally adopted Master Plan Option "L".

Advisory Board Recommendation:

CIP Oversight Committee

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
FV	DB	JMG

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MIAMIBEACH

AGENDA ITEM R7H

DATE 6-1-11

MIAMIBEACH

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

COMMISSION MEMORANDUM

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

FROM: Jorge M. Gonzalez, City Manager

DATE: June 1, 2011

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, PERTAINING TO THE PAR 3 GOLF COURSE AND THE FLAMINGO PARK PROJECT TENNIS CENTER, AND RATIFYING PREVIOUSLY APPROVED RESOLUTION NO. 2010-27407, WHICH APPROVED AND ADOPTED THE RE-DESIGN OF PAR 3 PROJECT PLAN, INCLUDING THE CONSTRUCTION OF FOUR (4) HARD SURFACE TENNIS COURTS, TOT LOT, AND SPLASH PAD AND RATIFYING PREVIOUSLY APPROVED RESOLUTION NO. 2009-27190, WHICH APPROVED THE FLAMINGO PARK MASTER PLAN OPTION "L", AS AMENDED, INCLUDING THE CONSTRUCTION OF SEVENTEEN (17) HYDRO COURTS AT THE PROPOSED TENNIS CENTER.**

INTRODUCTION

Par 3 Golf Course Re-design:

On March 31, 2009, the City held a publicly advertised meeting at Miami Beach Senior High School where three (3) options for the newly proposed Par 3 Golf course were presented and explained in detail. After a thorough explanation of each alternative, the community favored the "Refurbished nine (9) hole Par 3 Golf Course", which would retain a full nine-hole golf course, as it exists today.

Following the input and recommendations from the residents and Bayshore Homeowners' Association (BHA), at the commission meeting of October 14, 2009, the Mayor and City Commission, authorized the Administration to issue an RFQ for the Design, Bid and Award, and Construction Administration Services, for the re-design of the nine hole Par 3 Golf Course. On November 2, 2009 the city issued RFQ No. 07-09/10 for Design and Bid / Award Services and Construction Management Services for the Re-design of the Par 3 Golf Course.

At the February 3,2010 meeting the City Commission approved the resolution No.2010-27324 accepting the recommendation of the City Manager and authorizing the administration to enter into negotiations with the top ranked firm of McCumber' Golf, Inc. Following the negotiations the city was able to reach an agreement with McCumber Golf for the re-design of the Par 3 on June 9, 2010.

On March 28, 2011 a public meeting with the Bayshore residents was held at the Miami Beach Golf Course Club house. The primary goal of this meeting was to present the community with the final concept plan for the Par 3, which encompassed all the elements that McCumber Golf, had been commissioned to provide in accordance with the approved scope of work.

Following McCumber's presentation, members of the community expressed concerns regarding the implementation of the original scope of work specifically, the addition of the proposed splash pad and a tot lot. The concern being, that these facilities would attract children onto the Par 3 fairways, and which in turn might create potential safety hazard.

The BHA later presented a proposed plan that was indicative of the elements that the residents would accept as part of the Par 3 Golf Course re-design. The plan suggested a similar layout of the Par 3, inclusive of the lakes, jogging path and four tennis courts, as well as 26 parking spaces along the front of the Hebrew Academy play area. However, the proposed BHS plan did not include the incorporation of a tot lot, splash pad and associated restroom facilities, and as such, this proposal would remain inconsistent with the originally design and scope of work.

At the May 2011 Commission meeting, the City Commission was, however, receptive to relocating the four (4) hard surface tennis courts further west, adjacent to Pinetree Drive, as well as incorporating the tot lot and water splash pad, consistent with the originally planned scope of work. The City conducted a subsequent analysis of the potential relocation of these amenities. Staff concluded that these modifications may be feasible, but not without changes to the current golf course design resulting from the relocation of the tennis courts, tot lot, and splash pad facility, and potential relocation of some existing trees. In this preliminary analysis, staff anticipates that the increase in the size of the tot lot from small to medium splash pad could potentially increase the contract budget by $250,000. Other potential impacts may include the reduction in length of several holes, as well as added parking spaces to accommodate the amenities. As part of the executed contract for the Scott Rakow Remodeling and Renovation Project, adjacent to the future Par 3 Golf course, the City and the contractor agreed that "should the construction manager at risk realize any savings from the negotiated schedule of values, incorporated as part of the Guaranteed Maximum Price (GMP), the City shall receive 75% of said savings". Per this agreement, the City has received project savings totaling $171,555.00. The residual savings rom the Scott Rakow Remodeling and Renovation Project will be part of a future appropriation to the Par 3 project as part of the FY 2011/12 Capital Budget process.

It is important to underline that the scope of work for the Par 3 would remain as originally adopted in Resolution No. 2010-27407, (June 9,2010). This original scope included the incorporation of two (2) to five (5) tennis courts; public restrooms; a jogging trail around the perimeter of the site; a small tot lot; a splash pad; a grove of flowering/ fruit trees as well as lakes which would act as natural habitat reservoirs and as a drainage basins and irrigation systems for the Golf Course. The location of the tennis courts (now 4), tot lot, and the splash pad are proposed to be on east side of the site, on the Pinetree Drive side, between the Hebrew Academy and the Mikvah (see Attachment "A" showing 4 tennis courts).

Flamingo Park Master Plan and Tennis Center:

On March 27, 2008 Wolfberg Alvarez and Partners (WA) was originally retained to prepare a Master Plan for Flamingo Park. The Master Plan, approved by the Historic Preservation Board (HPB) on November 12, 2008, recommended demolition of the existing Flamingo Park Tennis Center as well as the construction of a new 5,000 SF Tennis Center (among other capital improvements to the Park infrastructure).

On September 9, 2009, the City Commission adopted Resolution No. 2009-27190, which included the amended Master Plan Option "L", which included the following:

- A new 4,232 square-foot Tennis Center facility inclusive of public restrooms, multi-purpose room, concession and pro-shop, office for City staff, men's and women's locker rooms including restroom and shower facilities exclusively for the tennis players, and maintenance shop and storage room;

Please refer to Attachment "B" for a complete illustration of the proposed Tennis Center.

Subsequently, during the February 3, 2010 Commission meeting, a discussion was held concerning the number and composition of tennis courts to be constructed at the Flamingo Park Tennis Center. During this discussion Dr. Rosanne Sidener, the principal of Miami Beach High School, as well as a number of parents of Miami Beach High School students, a representative of the Miami Beach High PTSA, and residents of the community spoke and issued a unified request to include five (5) hard surface tennis courts in the new Flamingo Park Tennis Center for use by the High School's Tennis Team. The majority of high-school tennis matches in the State of Florida are played on hard surface tennis courts, and all four (4) classifications of the FHSAA state championship tennis final tournaments are played on only hard surface tennis courts.

City staff since then has met with Dr. Rosanne Sidener and her staff, and they have been receptive to including four (4) hard courts at the Par 3 location, favoring its new proposed location better than the Flamingo Park by virtue of their proximity to the Miami Beach High School. Dr. Sidener has requested; however, that said Tennis Facilities be given the opportunity of a set schedule for varsity tennis practice and tournaments. For pre-season practice, November through January, Mondays, Wednesdays and Fridays, between the hours of 3:00PM and 5:30PM. For practice and hosting tournaments, January through April, on Mondays through Fridays, from 3:00PM to 5:30PM. The School would also request that proper signage be provided in the park to advise the residents of these aforementioned school activities and hours. A separate Memorandum of Understanding between the City and the Miami Beach High School will be developed for the use of the future Par 3 Tennis Center at a later date.

The Miami Beach High School's receptivity to the construction of the tennis courts at Par 3 Golf Course triggers an opportunity for the City to proceed with the adopted Flamingo Park Master Plan of seventeen (17) hydro courts immediately. The Administration is currently seeking approval from the City Commission, via separate Commission item, to issue a Request for Qualifications (RFQ) for a Construction Manager at Risk (CMR) firm to provide pre-construction services and construction phase services, via a Guaranteed Maximum Place (GMP) Amendment, for the Flamingo Park Tennis Center Project.

CONCLUSION

After thorough evaluation, the Administration recommends that the Par 3 Golf Course Scope of Work and the Flamingo Park Project Tennis Center design remain as originally approved and adopted by the Commission through Resolution No. 2010-27407 (June 9, 2010) and Resolution No. 2009-27190 (September 9, 2009) respectively with the inclusion of an increased medium tot lot facility.

The Par 3 re-design layout will include the four (4) hard tennis courts, small splash pad , a medium tot-lot and parking. These amenities will be located adjacent to Pine Tree Drive and will serve the Middle Beach Community as well meet the needs of the Miami Beach High School Tennis Team as requested.

The Flamingo Park Tennis Center, as currently designed and permitted, would now include seventeen (17) hydro courts, as per the originally adopted Master Plan Option "L".

JMG/JGG/DB/PV

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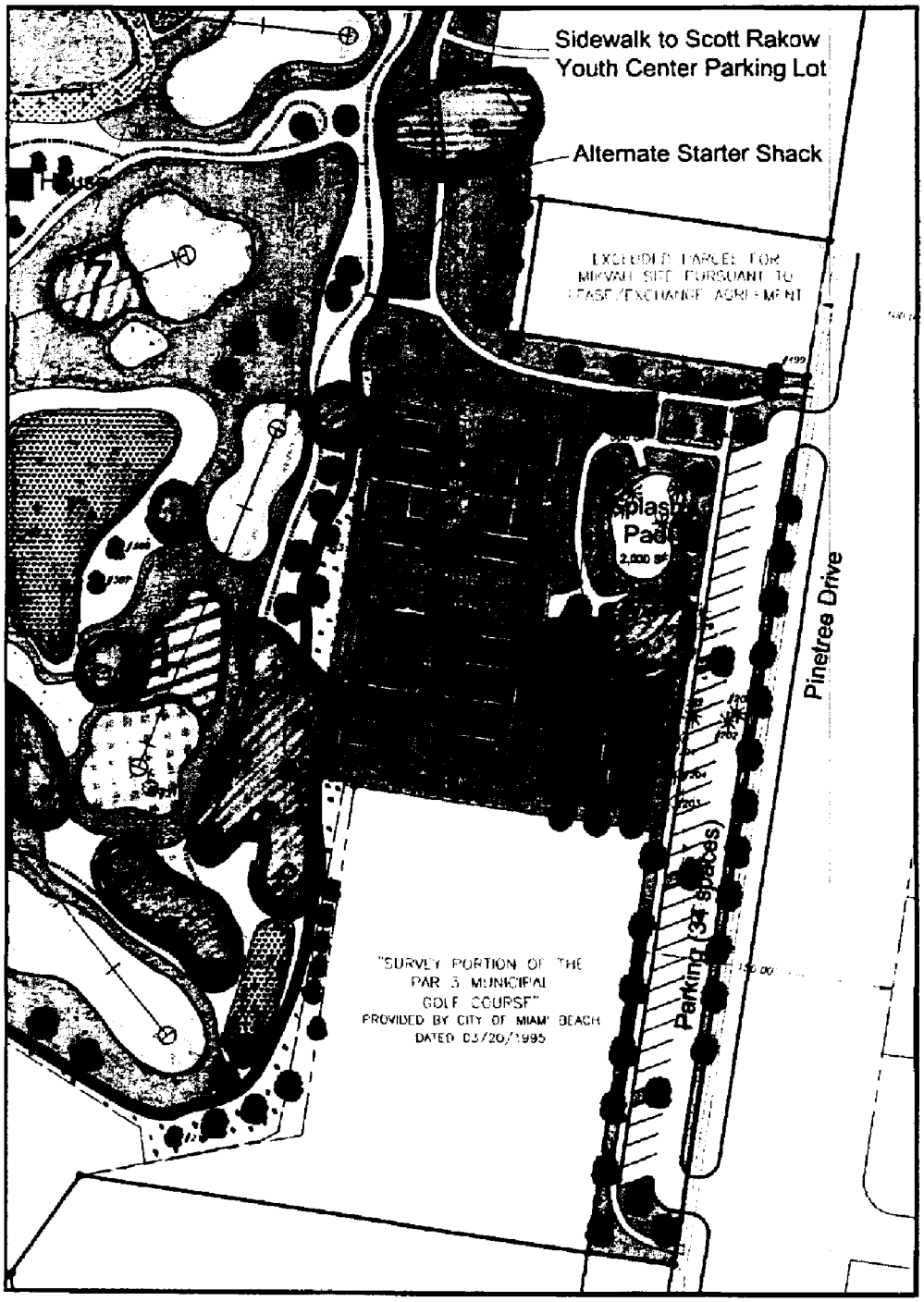


Miami Beach Par-3 - Play and Tennis Concept on East Side of Property

Scale: 1" = 50'

McCumber Golf, Inc

"ATTACHMENT A"

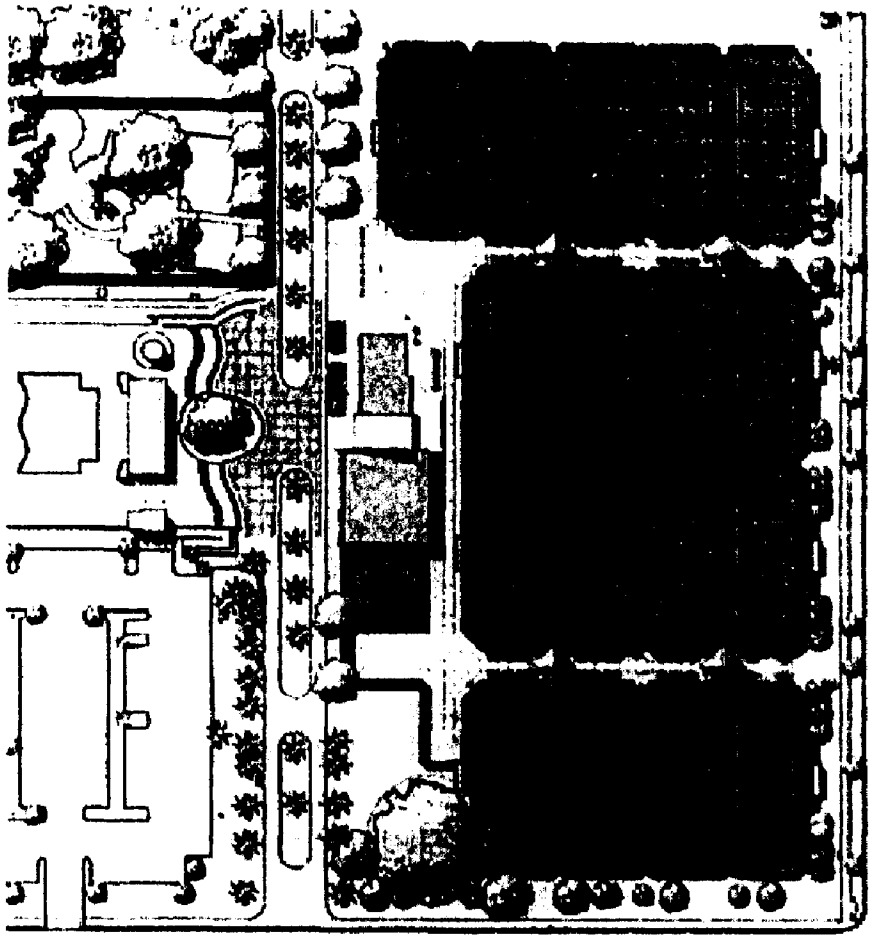
The new Tennis Center depicted herein reflects the final directives approved by the City of Miami Beach Commission on September 9th, 2009. It includes the additional revisions requested by the Commission that day.

New Tennis Facility:

- Approximately 5,000 SF building with entrance centered on the existing pool building plaza
- Pro Shop & lounge area
- Offices & Stock Room
- **Public Restrooms serving the Park**
- Restrooms serving the Tennis Facility
- Men's Locker Room (lockers, & Showers)
- Women's Locker Room (lockers, & Showers)
- Tennis Storage / Maintenance Shop
- Custodial
- Multi-Purpose Room
- Spectator Viewing Terrace

New Courts:

- **17 new hydro-grid tennis courts**
- One practice half court
- Two east-west landscaped access walkways with 4 shaded entries to courts
- New sports lighting
- 10ft perimeter sports fence with windscreen
- Shade bootns
- Enhanced landscaping
- Water fountains dispersed throughout courts



RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT NO. 1 TO THE PRE-CONSTRUCTION SERVICES AGREEMENT WITH QGS DEVELOPMENT, INC., DATED MARCH 20, 2012, FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE PAR 3 GOLF COURSE PROJECT, IN THE AMOUNT OF $4,227,898 PLUS A FIVE PERCENT OWNER'S CONTINGENCY IN THE AMOUNT OF $211,395; FOR A TOTAL AMOUNT OF $4,439,293 WITH PREVIOUSLY APPROPRIATED FUNDING IN THE AMOUNT OF $3,637,975 FROM FUND 388 - MDC CDT INTERLOCAL-CDT/RESORT FUND; $100,000 FROM FUND 431 – 2011 STORMWATER BONDS – RESO 2011-27782; $211,395 FROM FUND 388 - MDC CDT INTERLOCAL-CDT/RESORT FUND; AND $489,923 FROM FUND 306 – MID BEACH QUALITY OF LIFE, SUBJECT TO FUTURE APPROPRIATION THROUGH A CAPITAL BUDGET AMENDMENT TO THE CAPITAL BUDGET FOR FISCAL YEAR 2013/14 TO BE PRESENTED AT THE DECEMBER 11, 2013 COMMISSION MEETING.

WHEREAS, the Mayor and City Commission at its July 13, 2011 commission meeting authorized the Administration to issue an RFQ for a Construction Manager at Risk (CMR) firm to provide pre-construction services and construction phase services via a Guaranteed Maximum Price (GMP) amendment for the Par 3 Golf Course Project; and

WHEREAS, on July 19, 2011 the City issued RFQ No. 41-10/11 and QGS Development (QGS) submitted their proposal and were interviewed along with four (4) other CMR firms. On August 19, 2011, the selection committee unanimously ranked QGS as the top-ranked firm; and

WHEREAS, on October 19, 2011, the Mayor and City Commission approved Resolution No. 2011-27791, authorizing the Mayor and City Clerk to execute a Pre-Construction Services Agreement with QGS; and

WHEREAS, on September 27, 2013, QGS held their subcontractor bid opening at the Capital Improvement Projects (CIP) Office in the presence of representatives of the City's CIP office, and consultants, McCumber Golf Inc. (McCumber) and Kobi Karp Architecture and Interior Design (Kobi Karp); and

WHEREAS, Following a number of discussions, evaluation of value-engineering (VE) options, analysis of constructability recommendations, and negotiations, QGS submitted the final negotiated GMP proposal; and

WHEREAS, the GMP Amendment No.1 (Exhibit B) reflects the proposed amount of $4,227,898, and a five percent owner's contingency in the amount of $211,395 for a total of $4,439,293; and

WHEREAS, a consultant was retained under the City's Constructability, Cost & Value Engineering Review Services contract, to perform an independent construction cost estimate (Exhibit C); and

WHEREAS, the negotiated Guaranteed Maximum Price (GMP) of $4,227,898 was compared to the cost estimate provided by an independent estimator; and

WHEREAS, the administration is of the opinion that based on the scope of work identified in the documents the final negotiated GMP is a competitive, fair and reasonable price for the construction of the Par 3 Golf Course and proposed amenities; and

WHEREAS, the construction duration for this project has been negotiated at 273 calendar days and it is anticipated that this work will commence in February 2014 (pending permit approvals).

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager approving and authorizing the Mayor and the City Clerk to execute Guaranteed Maximum Price (GMP) Amendment No. 1 to the Pre-Construction services agreement with QGS Development, dated March 20, 2012, for Construction Management at Risk Services for the Par 3 Golf Course project, in the amount of $4,227,898 and a five percent owner's contingency in the amount of $211,395, from previously appropriated funding and future budget appropriation at the December 11, 2013 Commission Meeting.

PASSED AND ADOPTED this _____ day of _____, 2013

ATTEST:

_____ _____

Rafael G. Granado, CITY CLERK Philip Levine, MAYOR

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 12/4/13 Date

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MIAMIBEACH

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

OFFICE OF THE CITY CLERK, Rafael Granado, City Clerk
Tel: (305) 673-7411, Fax: (305) 673-7254
Email CityClerk@miamibeach.gov

COMMISSION MEMORANDUM

To: Mayor Philip Levine and Members of the City Commission

From: Jimmy L. Morales, City Manager

Date: December 11, 2013

Subject: BOARD AND COMMITTEES

ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

ANALYSIS:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC	PAGE
Ad Hoc Committee Centennial Celebration	7	Commissioner Deede Weithorn	1	Page 2
		Commissioner Ed Tobin	1	
		Commissioner Jonah M. Wolfson	1	
		Mayor Philip Levine	1	
Ad Hoc Committee Flooding Task Force	9	Commissioner Deede Weithorn	1	Page 3
		Commissioner Ed Tobin	1	
		Commissioner Jonah M. Wolfson	1	
		Mayor Philip Levine	1	
Affordable Housing Advisory Committee	11	City Commission	3	Page 4
Art in Public Places	7	City Commission	1	Page 6

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC	PAGE
Bicycle-Pedestrian Facilities Advisory Committee	7	Commissioner Michael Grieco	1	Page 8
Board of Adjustment	7	City Commission	1	Page 9
Budget Advisory Committee	9	City Commission	1	Page 11
		Commissioner Michael Grieco	1	
Community Development Advisory Committee	14	Commissioner Deede Weithorn	1	Page 17
		Commissioner Micky Steinberg	1	
Community Relations Board	17	Jimmy L. Morales, City Manager	1	Page 19
Debarment Committee	7	Commissioner Michael Grieco	1	Page 22
		Mayor Philip Levine	1	
Design Review Board	7	City Commission	2	Page 23
Disability Access Committee	14	Commissioner Jonah M. Wolfson	1	Page 25
		Commissioner Michael Grieco	1	
Fine Arts Board	14	Commissioner Micky Steinberg	1	Page 27
Gay, Lesbian, Bisexual and Transgender (GLBT)	15	Commissioner Ed Tobin	1	Page 28
		Commissioner Jonah M. Wolfson	1	
		Commissioner Michael Grieco	1	
		Mayor Philip Levine	1	
Golf Advisory Committee	12	Commissioner Deede Weithorn	1	Page 29

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC	PAGE
Health Advisory Committee	11	City Commission	1	Page 30
Health Facilities Authority Board	6	City Commission	1	Page 32
Housing Authority	5	Mayor Philip Levine	2	Page 36
Miami Beach Commission For Women	21	Commissioner Ed Tobin	2	Page 39
		Commissioner Jonah M. Wolfson	1	
		Mayor Philip Levine	1	
Miami Beach Cultural Arts Council	11	City Commission	1	Page 40
Miami Beach Human Rights Committee	9	City Commission	2	Page 42
Miami Beach Sister Cities Program	24	Mayor Philip Levine	7	Page 43
Parks and Recreational Facilities Board	10	Commissioner Micky Steinberg	1	Page 46
Personnel Board	10	City Commission	1	Page 47
Police Citizens Relations Committee	17	Commissioner Jonah M. Wolfson	1	Page 50
		Commissioner Micky Steinberg	1	
Production Industry Council	7	Mayor Philip Levine	1	Page 52

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC	PAGE
Safety Committee	14	Commissioner Jonah M. Wolfson	1	Page 53
		Commissioner Michael Grieco	1	
		Mayor Philip Levine	1	
Single Family Residential Review Panel	3	Jimmy Morales, City Manager	3	Page 54
Sustainability Committee	7	Mayor Philip Levine	1	Page 55
Transportation and Parking Committee	14	Commissioner Ed Tobin	1	Page 57
Visitor and Convention Authority	7	City Commission	1	Page 59
Waterfront Protection Committee	10	Commissioner Deede Weithorn	1	Page 60

Attached is breakdown by Commissioner or City Commission:

JLM:REG/sp

Board and Committees Current Members

Ad Hoc Charter Review and Revision Board

2012-28072

Composition:

Pursuant to Miami Beach City Charter Section 8.01, the Charter shall be reviewed ten (10) years from November 3, 1993 and each tenth year thereafter.
The board to be compsed of seven (7) members who shall be a direct appointment of the individual City Commissioners and the Mayor, and whose term shall commence on January 1, 2013 and expire on January 1, 2014 (subject to earlier or later sunset by the City Commission).
The Board's powers of review shall include submittal of a report to the City Commission by June 1, 2013, which report shall include any recommendations concerning propposed amendments to the City's Charter.

City Liaison: Rafael E. Granado

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Aaron	Perry		01/01/2014	Libbin Steinberg	
Alex	Fernandez		01/01/2014	Commissioner Deede Weithorn	
Jacqueline	Lalonde		01/01/2014	Gongora Malakoff	
Richard	Preira		01/01/2014	Commissioner Jonah M. Wolfson	
Richard (Rick)	Kendle		01/01/2014	Commissioner Ed Tobin	
Scott	Diffenderfer		01/01/2014	Exposito Grieco	
Stephen	Zack		01/01/2014	Bower Levine	

Board and Committees Current Members

Ad Hoc Committee Centennial Celebration

2013-28269

Composition:

The members of this Ad-Hoc Comitee shall have the duty to provide ideas and recommendations pertaining to all matters with respect to events and activities related to the City of Miami Beach Centennial on March 26, 2015, and who shall report to and receive direction from the City Commission, and which shall be comprised of seven (7) members who are direct appointments by the Mayor and City Commisison with terms of membership to begin on July 31, 2013 and expring on July 31, 2014 (subject to earlier or later sunet by the City commission).

City Liaison: Max Sklar

Vacancy:

Vacant	07/31/2014	Mayor Philip Levine
vacant	07/31/2014	Commissioner Deede Weithorn
Vacant	07/31/2014	Commissioner Ed Tobin
Vacant	07/31/2014	Commissioner Jonah M. Wolfson

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Dawn	McCall		07/31/2014	Gongora Malakoff	
Paul	Cejas		07/31/2014	Libbin Steinberg	
Ray	Breslin		07/31/2014	Exposito Grieco	

Applicants	Position/Title	Applicants	Position/Title
Prakash Kumar			

Board and Committees Current Members

Ad Hoc Committee Flooding Task Force

2013-28305

Composition:

The Committee shall consist of nine (9) members, seven (7) of whom shall be direct appointees by the Mayor and City Commissioners. Two (2) additional members as follows: a) one (1) member representing the Police and Fire Departments, and one (1) member representing the Public Works and CIP Departments, wich would report to and receive direction and input from the City Commission, with tems of membership to begin on August 25, 2013 and expiring on August 25, 2014 (subjet to earlier or later sunset by the City Commission).

City Liaison: Eric Carpenter

Vacancy:

	Rep. P. W. and CIP Dep		
	Rep. Police & Fire Dept		
Vacant		08/25/2014	Mayor Philip Levine
Vacant		08/25/2014	Commissioner Jonah M. Wolfson
Vacant		08/25/2014	Commissioner Ed Tobin
Vacant		08/25/2014	Commissioner Deede Weithorn

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Emily	Eisenhauer		08/25/2014	Gongora Malakoff	
Richard	D'Amura		08/25/2014	Exposito Grieco	
Wayne	Pathman		08/25/2014	Libbin Steinberg	

Board and Committees Current Members

Affordable Housing Advisory Committee

Sec. 2-167

Composition:

The committee shall consist of eleven (11) voting members with two (2) year terms appointed at large by a majority vote of the Mayor and City Commission:

One citizen:
1) actively engaged in the residential home building industry in connection with affordable housing;
2) actively engaged in the banking or mortgage banking industry in connection with affordable housing;
3) two at-large who have resided in one of the city's historic districts for at least one year, and have demonstrated interest and knowledge in urban design and the preservation of historic buildings.
4) actively engaged as a for-profit provider of affordable housing;
5) actively engaged as a not-for-profit provider of affordable housing (Housing Authority member);
6) actively engaged as a real estate professional in connection with affordable housing;
8) actively serving on the local planning agency pursuant to Florida Statute § 163.3174 (Planning Board member);
9) who resides within the jurisdiction of the local governing body making the appointments;
10) who represents employers within the jurisdiction;
11) who represents essential services personnel as defined in the local housing assistance plan.

Members of the Loan Review Committee, members of the Community Development Advisory Committee (CDAC), Planning Board and Miami Beach Housing Authority may be appointed to fill any of the eleven (11) categories and serve as ex-officio voting members on this committee. If due to conflict of interest by prospective appointees, or other reasonable factor, the City is unable to appoint a citizen actively engaged in these activities in connection with affordable housing, a citizen engaged in the activity without regard to affordable housing may be appointed.

City Clerk's Note: Please see the "Agenda - Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda - Agenda Archives website is located at http://miamibeachfl.gov/cityclerk/scroll.aspx?id=72497. Alternatively, the Releases can be found by going to the City's main portal located at http://miamibeachfl.gov; and under the CITY MEETINGS section, located on the right hand side of the webpage, click on the "Agenda - Agenda Archive" link; thereafter choose the first listed Commission meeting, and click on City Commission At-Large Nominations.

City Liaison: Richard Bowman

Vacancy:

To replace Stephanie Berman	(6) Not for Profit	12/31/2014	City Commission
To replace Robert Saland	(1) Res. Home Bldg.	12/31/2014	City Commission
To replace Jeremy Glazer	(4) Low-Income Adv	12/31/2013	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Adrian	Adorno	(9) Res. Juris Local Govt.	12/31/2013	City Commission	12/31/17

Board and Committees Current Members

Amy	Perry	(11) Rep. Essential Serv.	12/31/2013	City Commission	12/31/17
Charles	Urstadt	(8) Local Plann. Bd.	12/31/2014	City Commission	12/31/17
David	Smith	(3) Rep. Labor Home Bld.	12/31/2014	City Commission	12/31/14
Guy	Simani	(10) Rep. Empl. With/Juris.	12/31/2013	City Commission	12/31/17
Juan	Rojas	(2) Banking/Mortgage	12/31/2014	City Commission	12/31/16
Mark	Wohl	(7) Real Estate Prof.	12/31/2013	City Commission	12/31/17
Muayad	Abbas	(5) For Profit	12/31/2014	City Commission	12/31/17

Applicants	Position/Title	Applicants	Position/Title
Andrew Fischer		Britta Hanson	
Dr. Barry Ragone		Emily Eisenhauer	
Gotlinsky Barbara		Karen Fryd	
Marie Towers		Prakash Kumar	
Ryan Homan		Stephen Zack	

Board and Committees Current Members

Art in Public Places

Sec. 82-561

Composition:

Two (2) year term.
Appointed by a minimum of 4 votes.
Seven (7) members to be appointed by a majority of the entire City Commission, and who shall possess a high degree of competence in evaluation of art history and architectural history, art, architecture, sculpture, painting, artistic structure design and other appropriate art media for display or integration in public places.

City Clerk's Note: Please see the "Agenda - Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda-Agenda Archives is located on the website at http://miamibeachfl.gov/cityclerk/scroll.aspx?=72497. Alternatively, the Release can be found by going to the City's main portal located at http://miamibeachfl.gov; and under the CITY MEETINGS section, located on the right hand side of the webpage, click on the "Agenda - Agenda Archives" link; thereafter choose the first listed Commission meeting, and click on City Commission At-Large Nominations.

City Liaison : Dennis Leyva

Vacancy:

To replace James Lloyd	12/31/2014	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Janda	Wetherington		12/31/2014	City Commission	12/31/16
Lisa	Austin		12/31/2013	City Commission	12/31/17
Lisette	Olemberg-Goldstein		12/31/2013	City Commission	12/31/14
Megan	Riley		12/31/2014	City Commission	12/31/16
Patricia	Fuller		12/31/2013	City Commission	02/31/18
Susan	Caraballo		12/31/2014	City Commission	02/31/18

Applicants	Position/Title	Applicants	Position/Title
Annette Fromm		Christina LaBuzetta	
Cindy Brown		Claire Warren	
Dale Stine		David Lombardi	
Elizabeth Schwartz		Francis Trullenque	
Leslie Tobin		Marjorie O'Neill-Buttler	
Michelle Ricci		Nicole Doswell	
Ombretta Agro Andruff		Paolo Ambu	
Sharon Dodge		Stephen Zack	

Board and Committees Current Members

Beautification Committee

Sec. 2-36

Composition:

Eight (8) members, seven (7) of whom shall be direct appointees by the Mayor and City Commissioners. The chairperson of the Mayor's Ad Hoc Garden Center and Conservatory Advisory Committee or designee who shall serve as a non-voting ex-officio member.
City Liaison: John Oldenburg

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Daniel	Nixon		12/31/2013	Commissioner Deede Weithorn	12/31/15
Lidia	Resnick		12/31/2013	Gongora Malakoff	12/31/17
Lucero	Levy		12/31/2013	Exposito Grieco	12/31/17
Maria	Koller		12/31/2014	Commissioner Jonah M. Wolfson	12/31/15
Moni	Cohen		12/31/2014	Libbin Steinberg	12/31/18
Silvia	Rotbart		12/31/2014	Bower Levine	12/31/14
Terry	Blechman		12/31/2013	Commissioner Ed Tobin	12/31/18
		Ex-officio Chair of Mayor Ad-Hoc Garden Center			

Applicants	Position/Title	Applicants	Position/Title
Amy Rabin		Cindy Brown	
Darin Feldman		Dina Dissen	
Dr. Corey Narson		Francinelee Hand	
Kay Coulter		Marivi Iglesias	
Michelle Ricci		Mitchell Korus	
Monica Acevedo		Peter Vallis	
Stephen Zack		Tamra Sheffman	
Tiva Leser			

Board and Committees Current Members

Bicycle-Pedestrian Facilities Advisory Committee

2013-3793

Composition:

The purpose of the Bicycle-Pedestrian Facilities Advisory Committee is to improve the lives of residents and visitors by promoting the development, sound management, and use of public facilities dedicated to bicycles and pedestrians in the City of Miami Beach and to make recommendations, as appropriate, to the City Commission and the City Administration.

The powers and duties of the committee shall be to provide advisory recommendations regarding the use, operation, management, and development of public bicycle and pedestrian facilities to the City Commission for such action as the City Commisison may deem appropriate.

The Committee shall be composed of seven (7) members, each of whom shall be a voting member who has demonstrated a high degree of interest, participation, and/or expertise in matters relating to facilities for bicycles and pedestrians in the City. The Mayor and City Commissioners shall each make one direct appointment to the committee.

City Liaison: Jose Gonzalez

Vacancy:

Vacant	12/31/2014	Commissioner Michael Grieco

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Aaron	Davis		12/31/2013	Commissioner Jonah M. Wolfson	12/12/20
Ada	Llerandi		12/31/2013	Bower Levine	12/31/20
Frederick Charles	Sake		12/31/2014	Libbin Steinberg	12/31/20
Marko	Lukovic		12/31/2014	Commissioner Deede Weithorn	12/12/20
Mihaly	Lenart		12/31/2013	Commissioner Ed Tobin	12/31/20
Sharon	Dodge		12/31/2013	Gongora Malakoff	12/31/20

Applicants	Position/Title	Applicants	Position/Title
Kara White		Kenneth Bereski II	
Mance Buttram			

Board and Committees Current Members

Board of Adjustment

RSA I-2 Sec 118-131

Composition:

Two (2) year term.
Appointed by a 5/7th vote.
Seven (7) voting members composed of two members appointed as citizens at-large and five members shall be appointed from each of the following categories (no more than one per category), namely: Law, Architecture, Engineering, Real Estate Development, Certified Public Accountant, Financial Consultation, and General Business. The members representing the professions of law, architecture, engineering and public accounting shall be duly licensed by the State of Florida; the member representing general business shall be of responsible standing in the community; the member representing the field of financial consultation shall be a Certified Public Accountant, Chartered Financial Analyst, Certified Financial Planner, a Chartered Financial Consultant or investment advisor registered with the Securities and Exchange Commission, or someone recognized as having similar credentials and duly licensed by the State of Florida.

Members shall be appointed for a term of two years by a five-seventh vote of the city commission. Members of the Board of Adjustment must be either residents of or have their principal place of business in Miami Beach; provided, however, that this amendment shall not affect the term of existing members of the Board of Adjustment.

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City Liaison: Antonieta Stohl

Vacancy:

To replace Joy Malakoff	At-Large	12/31/2014	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Bryan	Rosenfeld	CPA	12/31/2013	City Commission	12/31/15
Elsa	Urquiza	At-Large	12/31/2013	City Commission	12/31/17
Lior	Leser	Fin. Cons. TL 12/31/13	12/31/2013	City Commission	12/31/13
Noah	Fox	Real Estate Developer	12/31/2014	City Commission	12/31/18
Richard	Preira	Law	12/31/2014	City Commission	12/31/16
Sherry	Roberts	Gen. Business TL12/31/13	12/31/2013	City Commission	12/31/13

Applicants	Position/Title	Applicants	Position/Title
Aaron Davis		Alexander Annunziato	
Andrew Fischer		Brian Ehrlich	
Gabriel Paez		Gary Twist	

Board and Committees Current Members

Guy Simani
James Silvers
Jessica Conn
Micky Ross Steinberg
Roberta Gould
Wesler Castellanos
Jack Benveniste
Jeffrey Feldman
Jonathan Beloff
Muayad Abbas
Scott Needelman

Board and Committees Current Members

Budget Advisory Committee

Sec. 2-44

Composition:

Nine (9) members. Seven (7) direct appointments with Mayor and each Commissioner making one (1) appointment.
Two (2) at-large appointments:
one (1) certified public accountant and
one (1) for a financial advisor.

Please see the "Agenda - Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing currnet information about which applicants have actually been nominated. The Agenda - Agenda Archives website is located at http://miamibeachfl.gov/cityclerk/scroll.aspx?id=72497

Alternatively, the Releases can be found by going to the City's main portal located at http://miamibeachfl.gov; and under the CITY MEETINGS section, located on the right hand side of the webpage, click on the "Agenda - Agenda Archives" link; thereafter choose the first listed Commission meeting, and click on City Commission At-Large Nominations.
City Liaison: Kathie Brooks

Vacancy:

To replace Antonio Hernandez Sr.		12/31/2013	Commissioner Michael Grieco
To replace Jacqueline Lalonde	Financial Adv.	12/31/2014	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
David	Lancz		12/31/2014	Commissioner Deede Weithorn	12/31/18
Dushan	Koller		12/31/2013	Commissioner Jonah M. Wolfson	12/31/15
Jack	Benveniste		12/31/2013	Bower Levine	12/31/15
John	Gardiner		12/31/2014	Libbin Steinberg	12/31/16
Laurence	Herrup		12/31/2013	Gongora Malakoff	12/31/17
Marc	Gidney	C. P. A.	12/31/2014	City Commission	12/31/14
Stephen	Hertz		12/31/2014	Commissioner Ed Tobin	12/31/16

Applicants	Position/Title	Applicants	Position/Title
Dwight Kraai		Eric Lawrence	
Jared Plitt		John Bowes	
Joseph Landesman		Lisa Ware	
Noah Fox		Regina Suarez	

Board and Committees Current Members

Capital Improvements Projects Oversight Committee

2-190-127

Composition:

The Capital improvement projects oversight committee shall consist of nine (9) voting members, eight (8) of whom shall be appointed by the city commission as a whole (at-large-appointees), and one (1) member appointed by the Mayor or designee, and one (1) non-voting ex-officio member selected from three nominees. The membership of the committee shall further be comprised as follows:

1. The mayor or his/her designee, who shall sit as a voting member of the committee, and shall also serve as chair person of the committee;

2. At least two (2) members shall be selected with experience in one of the following technical fields:
a. engineering;
b. architecture and/or landscape architecture; or historic preservation;

3. At least two (2) members shall be selected with experience in one of the following technical fields:
a. construction/general contractor; or
b. developer;

4. Two (2) members shall be selected with experience in the following technical field and/or the following category:
a. capital budgeting and/or finance; or
b. citizen-at-large; and

5. The remaining two (2) members shall be selected from any of the technical experience categories set forth in subsections (2) or (3) above.

6. One (1) non-voting ex-officio member shall be either a member of the disabled community or a person with special knowledge of Americans with Disiabilities Acts (ADA) issues in order to provide accessibility-related input to the committee.

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City Liaison: David Martinez

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Brian	Ehrlich	(C3) Developer	12/31/2013	City Commission	12/31/14
Cheryl	Jacobs	(C4) At-large	12/31/2014	City Commission	12/31/18
Christina	Cuervo	(C5) Developer TL 12/31/13	12/31/2013	City Commission	12/31/13
Dwight	Kraai	(2) Engineer TL 12/31/13	12/31/2014	City Commission	12/31/13
Elizabeth	Carmargo	Principal	12/31/2013	City Commission	12/31/13

Board and Committees Current Members

Robert	Rabinowitz	(C5) Engineer	12/31/2014	City Commission	12/31/17
Saul	Gross	(1) Mayor Designee	12/31/2013	Bower/ Levine	12/31/15
Stacy	Kilroy	(C3) Const/G/ Cont.TL 12/1	12/31/2014	City Commission	12/31/13
Tony	Trujillo	(C4) Cap.Budg/Finance	12/31/2014	City Commission	12/31/16

Applicants	Position/Title	Applicants	Position/Title
Annsheila Turkel		Daniel Manichello	
Dominique Bailleul		Gianluca Fontani	
Harold Foster		Ivette Isabel Borrello	
James Lloyd		Jurgen Brendal	

Board and Committees Current Members

Committee for Quality Education in MB

Sec. 2-190.134

Composition:

The committee shall consist of fifteen (15) voting members and three non-voting ex-officio members to be comprised as follows.

A representative from each of the following eight schools, selected by the Parent Teacher Association:

North Beach Elementary,
Biscayne Elementary,
Feinberg-Fisher K-8 Center
South Pointe Elementary,
Nautilus Middle School,
Miami Beach High School,
Ruth K. Broad K-8 Center
Treasure Island Elementary School,

and seven (7) members of the public with knowledge or expertise with regard to education issues who shall be direct appointments by the mayor and city commissioner with no more than three who can be employed or contracted by Miami-Dade County public shcools.

The City Commission shall designate two (2) of its members to serve as City Commission liaisons who shall report to the City Commission actions of the Committee for Quality Education; the City Manager shall further designate a member of city staff to serve as a liaison who shall report the Committee's actions to the City Manager.

City Liaison: Dr. Leslie Rosenfeld

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Beverly	Heller		12/31/2014	Bower Levine	12/31/16
Ivette Isabel	Borrello		12/31/2013	Commissioner Jonah M. Wolfson	12/31/17
Karen	Rivo		12/31/2013	Commissioner Deede Weithorn	12/31/15
Kay	Coulter	TL 12/31/13	12/31/2013	Libbin Steinberg	12/31/13
Keren	Bajaroff		12/31/2014	Commissioner Ed Tobin	12/31/15
Sheila	Duffy-Lehrman		12/31/2014	Exposito Grieco	12/31/17
Tiffany	Heckler		12/31/2014	Gongora Malakoff	12/31/18

Christy Farhat	Rep. of the PTA South Pointe Elementary - 6/30/14
Dr. Leslie Rosenfeld	ACM/City Manager designee
Elisa Leone	Rep. of the PTA for Biscayne Elementary 06/30/14
Ivette Birba	Rep. of the PTA for Feinberg Fisher K-8 6/30/14
Jill Swartz	Rep. of the PTA for MB Sr. High School - 06/30/14
John Aleman	Rep. of PTA North Beach Elem. School 06/30/14
Matti Herrera-Bower	City Commission designee
Rebeka Cohen	Rep. of the PTA for Nautilus Middle School-6/30/14
Rosa Neely	Rep. of PTA for Treasure Island Elem. 06/30/14
Tamar Oppenheimer	Rep. PTA for Ruth K. Broad K-8 6/30/14
Vacant	City Commission designee

Applicants	Position/Title	Applicants	Position/Title

Board and Committees Current Members

David Crystal
Elaine Litvak
Kristen Rosen Gonzalez
Laurie Kaye Davis
Marjorie York
Dr. Elsa Orlandini
Judith Berson-Levinson
Laura Cullen
Marina Aviles

Board and Committees Current Members

Committee on the Homeless

Sec. 2-161

Composition:

The committee shall consist of nine (9) members,
three (3) to be appointed by the Mayor and
each Commissioner to appoint one (1).
The chairperson of the Committee on the Homeless or his/her designee shall serve as a non-voting ex-officio member of the Community Relations Board.
Each member of the committee shall be selected from membership in an organization such as, but not limited to the following:

Service Providers:
Douglas Gardens Community Mental Health,
Salvation Army,
Better Way,
Miami Dade County Homeless Trust;

(Civic Representation: North Beach (North Beach Development Corp), 41st Street (Middle Beach Partnership), Lincoln Rd (Marketing Council), Washington Ave (Miami Beach Dev. Corp. and /or Washington Ave Task Force), Ocean Dr (Ocean Drive Improvement Association), Collins Ave (Hotel Association), South Pointe (South Pointe Advisory Board to the Red. Agency); member of the general public with personal experience with homeless issues CDBG Project Coordinator (ESG Emergency Shelter Grant Provider), city officials, representative from the Police Department and the City Attorney's Office as ex-officio members.
City Liaison: Maria Ruiz

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Annsheila	Turkel		12/31/2013	Bower Levine	12/31/19
Cary	Yee Quee		12/31/2013	Bower Levine	12/31/19
Dale	Gratz		12/31/2013	Bower Levine	12/31/14
Dr. Elsa	Orlandini		12/31/2014	Gongora Malakoff	12/31/20
Gail	Harris		12/31/2014	Commissioner Ed Tobin	12/31/16
Jonathan	Kroner		12/31/2013	Exposito Grieco	12/31/17
Lisa	Ware	TL 12/31/13	12/31/2014	Commissioner Jonah M. Wolfson	12/31/13
Prakash	Kumar		12/31/2014	Libbin Steinberg	12/31/16
Rachael	Zuckerman		12/31/2013	Commissioner Deede Weithorn	12/31/17

Applicants	Position/Title	Applicants	Position/Title
Eda Valero-Figueira		Helen Swartz	
Irina Pindelea		Kimberly Diehl	
Leah Rey		Melissa Mokha	
Mitchell Korus		Muayad Abbas	
Rabbi Daniel Sherbill		Rocio Sullivan	
Rosalie Pincus			

Board and Committees Current Members

Community Development Advisory Committee

Sec. 2-190.110

Composition:

Committee shall be composed of fourteen (14) members.

The Mayor and City Commissioners shall each make two (2) direct appointments.

The fourteen (14) direct appointees shall fulfill the city affiliation requirement in either of the following ways:

1) At least seven (7) appointees shall either be:

(a) Miami Beach residents, for a minimum of six (6) months, in non-target areas or

(b) either city residents, or non-residents, who hold a leadership position in organizations that provide community development services to low and/or moderate-income people or neighborhoods, preferably within the city, provided, however, the organization that the appointee holds such position in cannot be a current or future recepient of city CDBG or HOME funds.

2) The remaining appointees shall either be:

a) A resident or a locally desginated community development target area for a miminum of six (6) months; or,

b) Demonstrate ownership/interest for a minimum of six (6) months in a business established in a locally designated community development target area for a minimum of six (6) months.

City Liaison: Vacant

Vacancy:

To replace Dorian Nicholson	12/31/2014	Commissioner Deede Weithorn
To replace Michael Bernstein	12/31/2014	Commissioner Micky Steinberg

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Adam	Greenberg		12/31/2014	Commissioner Deede Weithorn	12/31/19
Andrew	Fuller		12/31/2013	Libbin Steinberg	12/31/20
Christina	LaBuzetta		12/31/2014	Commissioner Jonah M. Wolfson	12/31/19
Dona	Zemo		12/31/2014	Bower/ Levine	12/31/17
Harvey	Burstein		12/31/2013	Commissioner Ed Tobin	12/31/14
James	Weingarten		12/31/2014	Commissioner Ed Tobin	12/31/18
Karen	Fryd		12/31/2013	Bower Levine	12/31/17
Marina	Aviles		12/31/2013	Exposito Grieco	12/31/20
Mark	Balzli	Citywide	12/31/2013	Gongora Malakoff	12/31/20
Mark	Hayes		12/31/2013	Commissioner Jonah M. Wolfson	12/31/15
Natalie	Koller	Target Area	12/31/2014	Exposito Grieco	12/31/20
Zachary	Cohen		12/31/2013	Gongora Malakoff	12/31/19

Applicants	Position/Title	Applicants	Position/Title
Adrian Adorno		Alejandro Dominguez	
Andrew Fischer		Christina Nicodemou	
Dr. Barry Ragone		Jeffrey Graff	
Juan Rojas		Kay Coulter	
Mark Wohl		Michael Rotbart	
Monica Matteo-Salinas		Russell Hartstein	
Sarah Johnston		Stanley Shapiro	

Board and Committees Current Members

Steve Berke

Board and Committees Current Members

Community Relations Board

Sec. 2-190.11

Composition:

The board shall consist of seventeen (17) members.
Eleven (11) members shalll be voting members to be appointed in the following manner: Seven (7) direct appointments, with the Mayor and each City Commissioner appointing a member.
Three (3) members shall be appointed by the City Manager and one
(1) ex-officio member shall be appointed by the Miami-Dade Community Relations Board from its membership.
Four (4) non-voting, ex-officio members shall be the chairpersons or designees of the following:
Commission on the Status for Women
Committee on the Homeless,
Hispanic Affairs Committee, and
Police/Citizen Relations Committee.
Two (2) non-Voting ex-officio,:
the police chief or his or her designee and
the director of the Bureau of Children's Affairs.
The composition of the board shall be reviewed every two (2) years.
City Liaison: Lynn Bernstein

Vacancy:

To replace Laurie Kaye Davis	12/31/2014	Jimmy L. Morales, City Manager

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Adam	Kravitz		12/31/2013	Commissioner Jonah M. Wolfson	12/31/19
Andres	Asion		12/31/2014	Kathie G. Brooks, Int. City Manager	12/31/20
Barbara	Montero		12/31/2014	Exposito Grieco	12/31/15
Brad	Fleet	TL12/31/13	12/31/2013	Commissioner Deede Weithorn	12/31/13
Darin	Feldman		12/31/2013	Kathie G. Brooks, Int. City Manager	12/31/19
Debra	Schwartz		12/31/2014	Commissioner Ed Tobin	12/31/15
Rabbi Solomon	Schiff		12/31/2013	Bower Levine	12/31/15
Robert	Sena		12/31/2013	Gongora Malakoff	12/31/19
Seth	Feuer		12/31/2014	Libbin Steinberg	12/31/20

	ex-officio Police Chief Designee
	ex-officio of Police Citizens Relations Committee
	ex-officio of Miami-Dade Comm. Relation Board
Lisa Ware	ex-officio of the Committee on the Homeless
Maria Ruiz	ex-officio Director of the Bureau Childrens Affair
Marjorie York	ex-officio of MB Commission for Women
Patty Hernandez	ex-officio of Hispanic Affairs Committee

Applicants	Position/Title	Applicants	Position/Title
Claudia Moncarz		Dale Gratz	
David Alschuler		David Crystal	
Eliane Soffer		Irene Valines	
Ivan Rusilko		Jacobo Epelbaum	

Board and Committees Current Members

Lateresa Jones
Maria Zayas-Bazan
Monica Matteo-Salinas
Lori Gold
Mark Balzli
Peter Vallis

Board and Committees Current Members

Convention Center Advisory Board

Sec. 2-46

Composition:

The board shall consist of seven (7) voting members.
The Mayor and each Commissioner shall make one (1) direct appointment.
The chairperson of the board of directors of the Miami Beach Chamber of Commerce or his/her designee shall serve as a non voting ex-officio member.
The Chairperson of the board of directors of the Greater Miami Convention and Visitors Bureau or his designee shall serve as a non voting ex-officio member.
Administrative representatives from the management group,
Greater Miami Convention and Visitors Bureau, and
the city manager's office shall serve as non-voting ex-officio members.
City Liaison: Lenny Timor

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Alan	Lips		12/31/2014	Exposito Grieco	12/31/19
Elizabeth	Resnick		12/31/2013	Commissioner Jonah M. Wolfson	12/31/20
Joshua	Wallack		12/31/2014	Commissioner Ed Tobin	12/31/19
Leon	Manne	TL 12/31/13	12/31/2013	Libbin Steinberg	12/31/13
Roger	Abramson		12/31/2014	Gongora Malakoff	12/31/16
Stuart	Blumberg		12/31/2013	Bower Levine	12/31/15
Tim	Nardi		12/31/2013	Commissioner Deede Weithorn	12/31/17

Bob Balsam	ex-off. Global Spectrum Adm Rep.
Ita Moriarty	ex-officio, GMCVB Adm Rep
Stephanie Ruiz	ex-officio, Chairperson Bd. Of Dir. MBCC
Vacant	ex-officio member of the City Manager's Office

Applicants	Position/Title	Applicants	Position/Title
David Lombardi		Eric Lawrence	
Gayle Durham		Gotlinsky Barbara	
Jared Galbut		Mark Wohl	
Michael Rotbart		Mihaly Lenart	
Natalie Koller		Rocio Sullivan	

Board and Committees Current Members

Debarment Committee

Sec. 2-190.128

Composition:

The committee shall consist of seven (7) voting members to be individually appointed by the Mayor and Commissioners. The committee's purpose is to evaluate and, if warranted, to impose debarment as provided in Sections 2-397 through 2-406 of the City Code to exclude a contractor (and, in limited instances, a bidder or proposer) from city contracting and city approved subcontracting.
City Liaison: Alex Denis

Vacancy:

To replace Stephen Zack	12/31/2014	Mayor Philip Levine
To replace Melvyn Schlesser	12/31/2014	Commissioner Michael Grieco

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Anthony	Broad		12/31/2014	Commissioner Ed Tobin	12/31/16
Antonio	Hernandez Jr.		12/31/2014	Gongora Malakoff	12/31/18
Darius	Asly		12/31/2013	Commissioner Deede Weithorn	12/31/17
Dr. Ronald	Shane		12/31/2013	Libbin Steinberg	12/31/17
Joseph	Hagen		12/31/2013	Commissioner Jonah M. Wolfson	12/31/15

Applicants	Position/Title	Applicants	Position/Title
Jacqueline Lalonde		John Bowes	
Lori Gold		Michael Perlmutter	
Zachary Cohen			

Board and Committees Current Members

Design Review Board

Sec. 118.71

Composition:

Two (2) year term.
Appointed by a minimum of 4 votes.
Seven (7) regular members. The seven (7) regular members shall consist of:
1) two architects registered in the Untied States;
2) an architect registered in state of Florida or a member of the faculty of the school of architecture, urban planning, or urban design in the state, with practical or academic expertise in the field of design, planning, historic preservation or the history of architecture, or a professional practicing in the fields of architectural design, or urban planning;
3) one landscape architect registered in the state of Florida;
4) one architect registered in the United States, or a profesional practicing in the fields of architectural or urban design, or urban planning, or a resident with demonstrated interest or background in design issues; or an attorney in good standing licensed to practice law within the United States; and
5) two citizens at large.

One person appointed by the City Manager from an eligibility list provided by the Disability Access Committee shall serve in an advisory capacity with no voting authority. The Planning Director, or designee and the City Attorney or designee shall serve in an advisory capacity.

Residency and place of business in the county. The two (2) citizen-at-large members and one of the registered landscape architects, registered architects, professional designer or professional urban planners shall be residents of the city.

Please see the "Agenda - Agenda Archives" for the continously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda - Agenda Archives is located on the website at http://miamibeachfl.gov/cityclerk/scroll.aspx?id=72497. Alternatively, the Releases can be found by going to the City's main portal located at http://miamibeachfl.gov; and under the CITY MEETINGS section, located on the right hand side of the webpage, click on the "Agenda - Agenda Archives" link; thereafter, choose the first listed Commission meeting and click on City Commission At-Large Nominations.

City Liaison: Thomas Mooney

Vacancy:

To replace Lilia Medina	Urban Planner	12/31/2014	City Commission
To replace Marilys Nepomechie	Architect	12/31/2014	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Carol	Housen	At-large	12/31/2014	City Commission	12/31/16
Jason	Hagopian	Registered Architect	12/31/2013	City Commission	12/31/15
Leslie	Tobin	Registered Architect	12/31/2013	City Commission	12/31/16
Manuel (Mickey)	Minagorri	At-large	12/31/2013	City Commission	12/31/17
Seraj	Saba	Lands. Arch. TL12/31/13	12/31/2013	City Commission	12/31/13

Board and Committees Current Members

Gary Held	advisory/City Attorney Designee
Richard Lorber	advisory/Acting Planning Director
Vacant	ex-officio/Disability Access Committee

Applicants	Position/Title	Applicants	Position/Title
Adam Kravitz		Alexander Annunziato	
Andres Asion		Brian Ehrlich	
Elizabeth Carmargo		Elsa Urquiza	
Francis Steffens		Gary Twist	
Jean-Francois Lejeune		Jeffrey Cohen	
Jeffrey Feldman		Jessica Conn	
Jurgen Brendal		Marina Novaes	
Ryan Homan		Sarah Johnston	
Seth Wasserman		Stacy Kilroy	
Terry Bienstock		Wesler Castellanos	

Disability Access Committee

2006-3500 S 2-31

Composition:

The Committee shall be composed of:
A board quorum of eight (8) members and requiring at least eight (8) votes for board action.
Fourteen (14) voting members who shall be direct appointees by the Mayor and City Commissioners.

1) persons having mobility impairments;
2) deaf and/or hard-of-hearing persons in the community; blind and/or vision impaired persons in the community;
3) mental, cognitive or developmental disabilities;
4) the industries of tourism and convention, retail, hospitality (restaurant or hotel), and health care (or rehabilitation).
5) One non-voting ex-officio member who is either a member of the disable community or has special knowledge of Americans with Disabiities Act (ADA) issues.

As per ordinance 2011-3731, in addition to other power and duties, the chairperson of the committee may designate a committee member to attend meetings of other city agencies, boards, or committees for the purpose of providing and obtaining input regarding accessibilty related issues and reporting to the dissability access committee on matters set forth in subsection (b) so that the disability access committee may provide recommendations to the city departments specified in subsection (b) or to the city commission.

As per Ordinance 2012-3757 amended Sec. 2-31(D) to increase the number of members from seven(7) to fourteen (14) and amended the quorum requirement

City Liaison: Jay Fink

Vacancy:

To replace Andrea Lisa Travaglia	12/31/2014	Commissioner Michael Grieco
To replace John Bennet	12/31/2013	Commissioner Jonah M. Wolfson

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Andrew	Feuerstein		12/31/2014	Libbin Steinberg	12/31/19
David	McCauley		12/31/2014	Gongora Malakoff	12/31/20
David	New		12/31/2014	Commissioner Deede Weithorn	12/31/15
Dr. Susan	Solman		12/31/2013	Commissioner Deede Weithorn	12/31/19
Helen	Swartz		12/31/2013	Gongora Malakoff	12/31/18
Lawrence	Fuller	TL 12/31/13	12/31/2013	Libbin Steinberg	12/31/13
Lee	Weiss		12/31/2014	Commissioner Jonah M. Wolfson	12/31/19
Matthew	Meyer		12/31/2013	Commissioner Ed Tobin	12/31/20
Russell	Hartstein		12/31/2013	Bower Levine	12/31/19
Sabrina	Cohen		12/31/2014	Commissioner Ed Tobin	12/31/17
Susana	Maroder-Rivera		12/31/2013	Exposito Grieco	12/31/19
Wendy	Unger		12/31/2014	Bower Levine	12/31/16

Board and Committees Current Members

Ex-officio member

Applicants	Position/Title	Applicants	Position/Title
Britta Hanson		Rafael Trevino	

Board and Committees Current Members

Fine Arts Board

Reso 2000-24216

Composition:

Fourteen (14) members with Mayor and City Commissioners appointing two (2) members each. The Miami Beach Fine Arts Board promotes the work of contemporary visual and cultural artists, enhances the appreciation for the arts in the community at large, and provides economic stimulation to under served neighborhoods.
City Liaison: Gary Farmer

Vacancy:

To replace Judith Berson-Levinson	12/31/2013	Commissioner Micky Steinberg

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Britta	Hanson		12/31/2013	Exposito Grieco	12/31/19
Bruce	Carter		12/31/2014	Gongora Malakoff	12/31/20
Carmen (Maria)	Lopez		12/31/2013	Gongora Malakoff	12/31/20
Carrie	Wiesenfeld		12/31/2013	Bower Levine	12/31/15
Deborah	Ruggiero		12/31/2014	Libbin Steinberg	12/31/18
Ellen	Brazer		12/31/2014	Exposito Grieco	12/31/17
Lizette	Lopez		12/31/2013	Commissioner Deede Weithorn	12/31/20
Melissa	Broad		12/31/2013	Commissioner Ed Tobin	12/31/15
Michael	McManus		12/31/2014	Bower Levine	12/31/17
Michelle	Ricci		12/31/2014	Commissioner Ed Tobin	12/31/20
Nathaniel	Korn		12/31/2014	Commissioner Jonah M. Wolfson	12/31/15
Tamra	Sheffman		12/31/2014	Commissioner Deede Weithorn	12/31/15
Tiva	Leser		12/31/2013	Commissioner Jonah M. Wolfson	12/31/15

Applicants	Position/Title	Applicants	Position/Title
Beverly Heller		Bradley Ugent	
Dale Stine		David Lombardi	
David McCauley		Dina Dissen	
Dorian Nicholson		Elizabeth Resnick	
Francinelee Hand		Francis Trullenque	
James Weingarten		Janda Wetherington	
Jenna Ward		Josephine Pampanas	
Nelida Barrios		Nicole Doswell	
Paolo Ambu		Patti Hernandez	
Seth Feuer			

Board and Committees Current Members

Gay, Lesbian, Bisexual and Transgender (GLBT)

Ord. 2009-3635

Composition:

The Committee shall consist of fifteen (15) voting members, with three (3) members to be directly appointed by the Mayor, and two (2) members to be directly appointed by each City Commissioner. Notwithstanding the preceding sentence, the initial membership of the Committee shall be comprised of those current members of the Mayor's Gay Business Development Committee, choosing to serve on the Committee, with any additional members (as required to complete the total number of members of the Committee) to be appointed at large by a majority vote of the City Commission.
City Liaison: Diana Fontani

Vacancy:

To replace Billy Kemp	12/31/2014	Mayor Philip Levine
To replace Willis "Chip" Arndt Jr.	12/31/2013	Commissioner Ed Tobin
To replace Ivan Cano	12/31/2014	Commissioner Jonah M. Wolfson
To replace Daniel Spring	12/31/2013	Commissioner Michael Grieco

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Chad	Richter		12/31/2014	Commissioner Ed Tobin	12/31/16
Cindy	Brown		12/31/2013	Commissioner Jonah M. Wolfson	12/31/19
Dale	Stine		12/31/2014	Gongora Malakoff	12/31/17
Edison	Farrow		12/31/2013	Libbin Steinberg	12/31/16
Jorge	Richa		12/31/2013	Bower Levine	12/31/17
Karen	Brown		12/31/2013	Bower Levine	12/31/17
Laura	Veitia		12/31/2014	Exposito Grieco	12/31/16
Marivi	Iglesias		12/31/2013	Commissioner Deede Weithorn	12/31/18
Michael	Bath		12/31/2014	Libbin Steinberg	12/31/17
Nelida	Barrios		12/31/2014	Commissioner Deede Weithorn	12/31/16
Thomas	Barker		12/31/2013	Gongora Malakoff	12/31/16

Applicants	Position/Title	Applicants	Position/Title
Dorian Nicholson		Elizabeth Schwartz	
Paolo Ambu		Rafael Trevino	
Richard Murry		Stephan Ginez	
Steven Adkins		Walker Burttschell	

Board and Committees Current Members

Golf Advisory Committee

Sec. 2-76

Composition:

The committee shall be composed of twelve (12) members.
Consisting of eleven (11) voting members,
seven (7) by direct appointment by the mayor and city commissioners,and
four who shall be the presidents of the Bayshore and Normandy Shores Men's and Women's Golf Association.
The city manager or his designee shall serve as a non voting ex-officio member.
The chairperson of the Golf Advisory Committee or his designee shall serve as a non-voting, ex-officio member of the Recreational Centers and Parks Facilities Board, to be renamed the Parks and Recreational Facilities Board.
City Liaison: John Rebar

Vacancy:

To replace Jeff Blumenthal	12/31/2014	Commissioner Deede Weithorn

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Gail	Williams		12/31/2014	Gongora Malakoff	12/31/20
Jeffrey	Cohen		12/31/2013	Libbin Steinberg	12/31/16
Jenifer	Caplan		12/31/2013	Exposito Grieco	12/31/17
John	Barker		12/31/2014	Commissioner Ed Tobin	12/31/15
Joseph	Conway		12/31/2013	Bower Levine	12/31/18
Michael	Piazza		12/31/2014	Commissioner Jonah M. Wolfson	12/31/17
		President for Women's Golf Assoc. MB Golf Assoc.			
		President of the MB Golf Club Members Assoc.			
		President, Normandy Shore's Men's Golf Assoc.			
		President, Normandy Shore's Women's Golf Assoc.			
Rebar John		ex-officio, designee of the City Manager			

Applicants	Position/Title	Applicants	Position/Title
Jane Hayes		Joseph Landesman	
Mitchell Korus		Robert Sena	
Zachary Cohen			

Board and Committees Current Members

Health Advisory Committee

Sec. 2-81 2002-3358

Composition:

Eleven (11) voting members. Appointed by the City Commission at-large, upon recommendations of the City Manager:
One (1) member shall be the chief executive officer (CEO's) or a designated administrator from Mount Sinai Medical Center,
One (1) member shall be the Chief Executive Officer (CEO) from Miami Beach Community Health Center or his/her designee administrator;
Two (2) member shall be an administrator from an Adult Congregate Living Facility (ACLF). And/or an Assisted Living Facility (ALF);
One (1) member shall be a representative from the nursing profession;
One (1) member shall be a health benefits provider;
Two (2) members shall be physicians.;
Two (2) members shall be consumers consisting of:
1) one (1) individual from the corporate level and ;
2) one (1) private individual.
One member shall be a physician or an individual with medical training or experience.

There shall be one (1) non-voting ex-officio representative from each of the following: The Miami Dade County Health Department, the Health Council of South Florida, and the Fire Rescue Department. The director of the Office of the Children's Affairs shall be added as a non-voting ex-officio member of the board.

City Clerk's Note: Please see the "Agenda - Agenda Archives" for the continuously Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda - Agend Archives website is located at http://miamibeachfl.gov/cityclerk/scroll.aspx?id=72497.
Alternatively, the Releases can be found by going to the City's main portal located at http://miamibeachfl.gov; and under the CITY MEETINGS section, located on the right hand side of the webpage, click on the "Agenda - Agenda Archives" link; thereafter, choose the first listed Commission meeting and click on the City Commission At-Large Nominations.

City Liaison: Sonia Bridges

Vacancy:

Vacant	CEO/MB Comm. Health	12/31/2013	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Anthony	Japour	ACLF	12/31/2014	City Commission	12/31/16
Dr. Andrew	Nullman	Physician	12/31/2014	City Commission	12/31/14
Dr. Jay	Reinberg	Physician	12/31/2014	City Commission	12/31/16
Dr. Stacey	Kruger	Physician	12/31/2014	City Commission	12/31/16
Dr. Todd	Narson	Health Provider	12/31/2013	City Commission	12/31/16
Harold	Foster	Privae Individual	12/31/2013	City Commission	12/31/15
Rachel	Schuster	ACLF	12/31/2014	City Commission	12/31/16
Shaheen	Wirk	Private Individual	12/31/2013	City Commission	12/31/15
Steven	Sonenreich	CEO/Mt. Sinai/MH (NTL)	12/31/2014	City Commission	

Board and Committees Current Members

Tobi	Ash	Nursing Profession	12/31/2013	City Commission	12/31/15

Julie Zaharatos	Rep. from the Health Council of South Fla
Maria Ruiz	ex-officio, Director of Children's Affairs

Applicants	Position/Title	Applicants	Position/Title
Ivan Rusilko		Jared Plitt	
Kara White		Leah Rey	
Lisa Ware			

Board and Committees Current Members

Health Facilities Authority Board

Sec. 2-111

Composition:

Four (4) year terms.
Five (5) members shall consist of;
two (2) health providers,
one (1) individual in the field of general business who possesses good standing in the community;
one (1) accountant and;
one (1) attorney.
The chairperson of the Health Advisory Board shall serve as a non-voting advisor to the Authority.
Members shall be residents of the City.
Florida Statute 154.207 No term Limits.

City Clerk's Note: Please see the "Agenda - Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda - Agenda Archives is located on the website at http://miamibeachfl.gov/cityclerk/scroll.aspx?id=72497.
Alternatively, the Releases can be found by going to the City's main portal located at http://miamibeachfl.gov; and under the CITY MEETINGS section, located on the right hand side of the webpage, click on the "Agenda - Agenda Archives" link; thereafter, choose the first listed Commission meeting and click on City Commission At-Large Nominations.

City Liaison: Patricia Walker

Vacancy:

To replace Alison Stone	Attorney	06/19/2017	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Arthur	Unger	Accountant	06/19/2016	City Commission	FS 154-207
Marc	Umlas	Health Provider	06/19/2014	City Commission	FS-154-207
Mark	Sinnreich	Health Provider	06/19/2015	City Commission	FS 154-207
Sidney	Goldin	General Business	06/19/2014	City Commission	FS 154-207
vacant		Chairperson, Health Advisory Board			

Applicants	Position/Title	Applicants	Position/Title
Dr. Elsa Orlandini		Rachel Schuster	
Rosalie Pincus		Shaheen Wirk	

Board and Committees Current Members

Hispanic Affairs Committee

Sec. 2-190.21

Composition:

The committee shall consist of seven (7) members, with the Mayor and each Commissioner making one (1) appointment.
The chairperson of the Hispanic Affairs Committee or his/her designee shall serve as a non-voting ex-officio member of the Community Relations Board.
City Liaison: Nannette Rodriguez

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Ana Cecilia	Velasco		12/31/2013	Gongora Malakoff	12/31/18
Antonio	Purrinos		12/31/2014	Commissioner Jonah M. Wolfson	12/31/16
Eliane	Soffer		12/31/2014	Exposito Grieco	12/31/17
Francis	Trullenque		12/31/2013	Commissioner Ed Tobin	12/31/15
Ivan	Cano		12/31/2014	Libbin Steinberg	12/31/20
Luz	Rojas		12/31/2014	Bower Levine	12/31/19
Patti	Hernandez		12/31/2013	Commissioner Deede Weithorn	12/31/15

Applicants	Position/Title	Applicants	Position/Title
Israel Sands		Maria Zayas-Bazan	
Rafael Trevino		Regina Suarez	

Historic Preservation Board

Sec. 118-101

Composition:

Two (2) year term. Appointed by a minimum of 4 votes.
Seven (7) members. There shall be a member from each of the following categories:
1) A representative from the Miami Design Preservation League (MDPL);
Selected from three names nominated by the League.
2) A representative from Dade Heritage Trust (DHT);
Selected from three names nominated by the Trust.
3) Two at-large member who have resided in one of the City's historic districts for at least one year, and have demonstrated interest and knowledge in architectural or urban design and the preservation of historic buildings.
4) An architect registered in the state of Florida with practical experience in the rehabilitation of historic structures;
5) An architect registered in the United States, a landscape architect registered in the state of Florida, a professional practicing in the field of architectural or urban design or urban planning, each of the foregoing with practical experience in the rehabilitation of historic structures; or an attorney at law licensed to practice in the United States, or an engineer licensed in the state of Florida, each of the foregoing with professional experience and demonstrated interest in historic preservation.
6) A member of the faculty of a school of architecture in the state of Florida, with academic expertise in the field of design and historic preservation or the history of architecture, with a preference for an individual with practical experience in architecture and the preservation of historic structures.
All members of the board except the architect, engineer, landscape architect, professional practicing in the field of architectural or urban design or urban planning and university faculty member of the board shall be residents of , the city, provided, however, that the city commission may waive this requirement by a 5/7ths vote in the event a person not meeting these residency requirements is available to serve on the board and is exceptionally qualified by training and/or experience in historic preservation matters.

City Clerk's Note: Please see the "Agenda - Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda - Agenda Archives website is located at http://miamibeachfl.gov/cityclerk/scroll.aspx?id=72497.
Alternatively, the Releases can be found by going to the City's main portal located at http:miamibeachfl.gov; and under the CITY MEETINGS section, located on the right hand side of the webpage, click on the "Agenda - Agenda Archives" link; thereafter, choose the first listed Commission meeting and click on the City Commission At-Large Nominations.

City Liaison: Thomas Mooney

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
David	Wieder	Attorney	12/31/2013	City Commission	12/31/15
Dominique	Bailleul	At-large	12/31/2014	City Commission	12/31/16
Henry	Lares	Faculty Mem. TL 12/31/13	12/31/2013	City Commission	12/31/13
Herb	Sosa	MDPL	12/31/2014	City Commission	12/31/15
Ira	Giller	Reg. Architect	12/31/2013	City Commission	12/31/17
Jane	Gross	Dade Heritage	12/31/2014	City Commission	12/31/16
Josephine	Manning	At-large	12/31/2014	City Commission	12/31/14

Board and Committees Current Members

Applicants	Position/Title	Applicants	Position/Title
Albert Mertz		Alejandro Dominguez	
Dona Zemo		Elizabeth Carmargo	
Elizabeth Pines		Francis Steffens	
Guy Simani		Jean-Francois Lejeune	
Marilys Nepomechie		Marina Novaes	
Raymond Adrian			

Board and Committees Current Members

Housing Authority

Reso 7031 421.05
FS

Composition:

Four year appointment.
Five (5) members, appointed by the Mayor.
Appointments must be confirmed by the City Commission.
At least one (1) member who shall be a resident who is current in rent in a housing project or a person of low or very low income who resides within the housing authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the housing authority, which member shall be appointed at the time a vacancy exists.
City Liaison: Maria Ruiz

Vacancy:

To replace Michael Band	HA Commissioner	10/11/2013	Mayor Philip Levine
To replace Emili De Jesus Fernandez	HA Commissioiner	10/11/2013	Mayor Philip Levine

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Eugenio	Cabreja	HA Commissioner	10/11/2016	Bower Levine	10/11/18
Peter	Chavelier	HA Commissioner	10/11/2015	Bower Levine	10/11/19
Raymond	Adrian	HA Commissioner	10/11/2014	Bower Levine	10/11/18

Applicants	Position/Title	Applicants	Position/Title
Gotlinsky Barbara		Stanley Shapiro	

Board and Committees Current Members

Loan Review Committee

Sec. 2-166

Composition:

The committee shall consist of
seven (7) voting members whom shall be direct appointments by the Mayor and City Commissioners.
The finance director or his/her designee and the city manager or his/her designee shall serve as non-voting ex-officio members
A member of the Community Development Advisory Committee (CDAC) shall be designated to serve as a non-voting ex-officio member of the LRC in order to facilitate communications between the LRC and CDAC.
City Liaison: vacant

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Eric	Lawrence		12/31/2014	Gongora Malakoff	12/31/17
Jay	Dermer		12/31/2014	Commissioner Jonah M. Wolfson	12/31/18
Juan	Torres		12/31/2013	Bower Levine	12/31/15
Mario	Coryell		12/31/2014	Exposito Grieco	12/31/17
Mayra	Diaz Buttacavoli		12/31/2013	Commissioner Ed Tobin	12/31/17
Michael	Rotbart	TL 12/31/13	12/31/2013	Commissioner Deede Weithorn	12/31/13
Steve	Zuckerman		12/31/2014	Libbin Steinberg	12/31/14
	ex-officio member of the CDAC				
Patricia Walker	ex-officio Finance director or his/her designee				

Board and Committees Current Members

Marine Authority

Sec. 2-190.46

Composition:

The marine authority shall consist of seven (7) voting members, who shall be direct appointments by the mayor and city commissioners,
and one non voting, ex-officio member of the authority, who shall be a representative of the city marine patrol.
Appointments to the authority shall consist of individuals who have had previous experience in the operation of or inspection of either marine vessels or marine facilities including experience in various types of boat activities, including fishing in the waterways of the city. The members of the marine authority shall have the right and duty to consult with any member of the city administration for technical or other information pertaining to the matters before them.
City Liaison: Manny Villar

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Addison	Sammet		12/31/2014	Gongora Malakoff	12/31/20
Christopher	Todd		12/31/2013	Exposito Grieco	12/31/14
Daniel	Kipnis		12/31/2013	Commissioner Jonah M. Wolfson	12/31/16
Joel	Aberbach		12/31/2014	Bower Levine	12/31/20
Maurice	Goodbeer		12/31/2014	Libbin Steinberg	12/31/19
Sasha	Boulanger		12/31/2013	Commissioner Ed Tobin	12/31/18
Stephen	Bernstein		12/31/2014	Commissioner Deede Weithorn	12/31/18
Michael	George	ex-officio MB Marine Patrol			

Applicants	Position/Title	Applicants	Position/Title
Alex Espenkotter		Elaine Roden	
Jacobo Epelbaum		Jonathan Beloff	
William Cahill			

Board and Committees Current Members

Miami Beach Commission For Women

2007-3570 S 2190-1

Composition:

Twenty-one (21) members.
Each of the seven (7) members of the commission shall appoint three (3) members.
The chairperson of the Commission on the Status of Women or its designee shall serve as a non-voting ex-officio member of the Community Relations Board.
City Liaison: Wanda Geist

Vacancy:

To replace Dr. Elsa Orlandini	12/31/2013	Commissioner Jonah M. Wolfson
To replace Gertrude Arfa	12/31/2014	Commissioner Ed Tobin
To replace Ana Kasdin	12/31/2013	Commissioner Ed Tobin
To replace Claudia Moncarz	12/31/2014	Mayor Philip Levine

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Debra	Quade		12/31/2013	Libbin Steinberg	12/31/19
Francinelee	Hand		12/31/2013	Libbin Steinberg	12/31/16
Jessica	Conn		12/31/2014	Commissioner Jonah M. Wolfson	12/31/19
Karen	Edelstein		12/31/2014	Libbin Steinberg	12/31/15
Kristen	Rosen Gonzalez		12/31/2014	Commissioner Jonah M. Wolfson	12/31/20
Laura	Bruney	(TL 12/31/13)	12/31/2014	Expposito Grieco	12/31/13
Laura	Cullen		12/31/2013	Gongora Malakoff	12/31/19
Leslie	Coller		12/31/2013	Commissioner Deede Weithorn	12/31/15
Maribel	Quiala		12/31/2014	Exposito Grieco	12/31/16
Marjorie	York	(TL 12/31/13)	12/31/2013	Bower Levine	12/31/13
Mercedes	Carlson		12/31/2013	Exposito Grieco	12/31/18
Nikki	Weisburd		12/31/2014	Commissioner Ed Tobin	12/31/15
Regina	Berman		12/31/2014	Bower Levine	12/31/17
Regina	Suarez		12/31/2014	Gongora Malakoff	12/31/17
Roberta	Gould		12/31/2013	Commissioner Deede Weithorn	12/31/15
Rocio	Sullivan		12/31/2014	Gongora Malakoff	12/31/19
Vanessa	Menkes		12/31/2013	Commissioner Deede Weithorn	12/31/20

Applicants	Position/Title	Applicants	Position/Title
Annette Cannon		Barbara Kaufman	
Barbara Morris		Britta Hanson	
Dale Gratz		Eda Valero-Figueira	
Elizabeth Resnick		Jennifer Diaz	
Judith Berson-Levinson		Maria Zayas-Bazan	
Marie Towers		Marjorie O'Neill-Buttler	
Merle Weiss		Monica Matteo-Salinas	
Sharon Dodge		Tamra Sheffman	
Wesler Castellanos			

Board and Committees Current Members

Miami Beach Cultural Arts Council

Sec. 2-51

Composition:

Three (3) years term.
Vacancies submitted by slate of candidates provided by the council.
Eleven (11) members to be appointed at-large by a majority vote of the Mayor and City Commission. Effective December 31, 2001, concurrent with the expiration of the terms of six (6) members of the council, and the resulting vacancies thereon, three (3) members shall be appointed for three (3) year terms each, provided that one of those appointments shall be to fill the vacancy of the one (1) year term expiring on December 31, 2001, and three (3) members shall be appointed for two (2) year terms each. Additionally, effective December 31, 2002, no council member may serve more than six (6) consecutive years.

City Clerk's Note: Please see the "Agenda - Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda - Agenda Archives website is located at http://miamibeachfl.gov/cityclerk/scroll.aspx?id=72497.
Alternatively, the Releases can be found by going to the City's main portal located at http://miamibeachfl.gov; and under the CITY MEETINGS section, located on the right hand side of the webpage, click on the "Agenda - Agenda Archives" link; thereafter, choose the first listed Commission meeting and click on City Commission At-Large Nominations.

City Liaison: Gary Farmer

Vacancy:

To replace Ileana Bravo-Gordon	12/31/2015	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Beatrice	Hornstein		12/31/2015	City Commission	12/31/15
Charles	Million		12/31/2013	City Commission	12/31/17
Daniel	Novela		12/31/2015	City Commission	12/31/15
Eda	Valero-Figueira		12/31/2014	City Commission	12/31/14
Gregory	Melvin		12/31/2014	City Commission	12/31/15
Isadore	Havenick	TL 12/31/13	12/31/2013	City Commission	12/31/13
Marjorie	O'Neill-Buttler		12/31/2015	City Commission	12/31/15
Merle	Weiss		12/31/2013	City Commission	12/31/17
Nina	Duval	TL 12/31/13	12/31/2013	City Commission	12/31/13
Zoila	Datorre		12/31/2014	City Commission	12/31/14

Applicants	Position/Title	Applicants	Position/Title
Annette Fromm		Bradley Ugent	
Calvin Kohli		Christina LaBuzetta	
Elizabeth Pines		Eugenio Cabreja	
Israel Sands		Janda Wetherington	
Jason Witrock		Jenna Ward	
Kara White		Lateresa Jones	
Mark Balzli		Michael McManus	

Board and Committees Current Members

Monica Harvey
Nathaniel Korn
Patti Hernandez
Monica Minagorri
Nicole Doswell
Steve Berke

Board and Committees Current Members

Miami Beach Human Rights Committee

2010-3669

Composition:

The committee shall consist of a minimum of five (5) and a maximum of eleven (11) members, with one (1) out of every five (5) members, to be a direct appointment by the Mayor, and with the remaining members to be at-large appointments of the City Commission.

The members of the committee shall reflect as nearly as possible, the diversity of individuals protected under the City's Human Rights Ordinance. In keeping with this policy, not less than two (2) months prior to making appointments or re-appointments to the committee, the City Manager shall solicit nominations from as many public service groups and other sources, which he/she deems appropriate, as possible.

At least one (1) of the committee members shall possess, in addition to the general qualifications set forth herein for members, a license to practice law in the State of Florida; be an active member of and in good standing with the Florida Bar, and have experience in civil rights law. The attorney member shall also serve as chair of the committee.

City Clerk's Note: Please see the "Agenda - Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda - Agenda Archives website is located at http://miamibeachfl.gov/cityclerk/scroll.aspx?id=72497.
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City Liaison: Ralph Granado

Vacancy:

To replace Dr. Barry Ragone	12/31/2014	City Commission
To replace Carlos J. Ortuno	12/31/2014	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Alan	Fishman	Law	12/31/2013	City Commission	12/31/16
Bradley	Ugent		12/31/2013	City Commission	12/31/18
Elizabeth	Schwartz		12/31/2013	City Commission	12/31/16
Monica	Harvey		12/31/2014	City Commission	12/31/18
Rachel	Umlas		12/31/2014	City Commission	12/31/18
Rafael	Trevino		12/31/2014	City Commission	12/31/16
Walker	Burttschell		12/31/2013	City Commission	12/31/16
William	Warren Jr.		12/31/2013	Bower Levine	12/31/19

Applicants	Position/Title	Applicants	Position/Title
Andrea Lisa Travaglia		Dr. Andrew Nullman	

Board and Committees Current Members

Miami Beach Sister Cities Program

Sec. 2-181

Composition:

The Coordinating Council is the governing body of the overall Sister Cities Program. The council shall consist of;
one (1) representatives per Sister City affiliation and ,
nine (9) other members. All of these members are appointed by the mayor. The members of the coordinating council shall be persons who are interested in furthering the purpose of the program. Any person interested in furthering the purpose of the program may become a member of an individual sister city committee upon approval by the coordinating council. To qualify, the person shall present a resume and a letter of interest to the committee chairperson.

These members are appointed by the Mayor of the City of Miami Beach for two (2) years. City Liaison: Diana Fontani

Vacancy:

To replace Ivan Rusilko	other	12/31/2013	Mayor Philip Levine
To replace Annette Fromm	other	12/31/2014	Mayor Philip Levine
To replace Jacobo Epelbaum	other	12/31/2013	Mayor Philip Levine
To replace Wendy Kallergis	Pescara, Italy	12/31/2013	Mayor Philip Levine
To replace Jennifer Diaz	Santa Marta, Colombia	12/31/2014	Mayor Philip Levine
To replace Ileana Bravo-Gordon	Rio de Janeiro, Brazil	12/31/2014	Mayor Philip Levine
To replace Stephanie Trinidad	other	12/31/2014	Mayor Philip Levine

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Bruce	Reich	Nahariya, Israel TL 12/31/13	12/31/2014	Bower Levine	12/31/13
Charlotte	Libov	other	12/31/2013	Bower Levine	12/31/20
Elaine	Roden	Basel, Switzerland	12/31/2013	Bower Levine	12/31/17
Faye	Goldin	other	12/31/2014	Bower Levine	12/31/18
Gary	Twist	Fortaleza Brazil	12/31/2014	Bower Levine	12/31/17
George	Neary	other	12/31/2014	Bower Levine	12/31/16
Jenna	Ward	Almonte, Spain	12/31/2013	Bower Levine	12/31/19
Jessica	Londono	Ica, Peru	12/31/2014	Bower Levine	12/31/17
Michael	McNamee	Fujisawa, Japan	12/31/2013	Bower Levine	12/31/20
Nuccio	Nobel	Cozumel, Mexico	12/31/2013	Bower Levine	12/31/16
Ray	Breslin	Brampton, Canada	12/31/2013	Bower Levine	12/31/16
Roberto	DaTorre	other	12/31/2013	Bower Levine	12/31/16
Zeiven	Beitchman	other	12/31/2014	Bower Levine	12/31/14

Applicants	Position/Title	Applicants	Position/Title
Ada Llerandi		Charles Million	
Claudia Moncarz		Darin Feldman	
Dr. Andrew Nullman		Gabriel Paez	

Board and Committees Current Members

Israel Sands
Lateresa Jones
Michael Rotbart
Tamra Sheffman
Josephine Pampanas
Marcella Paz Cohen
Raymond Adrian
Walter Lucero

Board and Committees Current Members

Normandy Shores Local Gov. Neighborhood Impv.

Sec 34-175

Composition:

The Advisory Council shall be appointed by the Board of Directors (City Commission) and composed of three members of the Executive Committee of the Normandy Shores Homeowner Association. On behalf of the Board of Directors, the City Clerk shall solicit from the Executive Committee the eligibity list of its members for appointment consideration. The Advisory Council shall be composed of the three members of the Executive Committee of the Normandy Shores Homeowners Association as per Resolution No. 97-22449 adopted July 2, 1997.

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City Liaison: vacant

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
John	Bowes		12/31/2014	City Commission	12/31/18
Mark	Wojak		12/31/2014	City Commission	12/31/18
Ronald	Loring		12/31/2014	City Commission	12/31/14

Applicants	Position/Title	Applicants	Position/Title
Andrew Fuller		David Alschuler	
Marie Towers		Monica Minagorri	
Tegan Eve			

Board and Committees Current Members

Parks and Recreational Facilities Board

Sec. 2-171

Composition:

The board shall be comprised of ten (10) members.
Seven (7) direct appointments made by the mayor and each commissioner.
The chairperson of the following boards/committees or their designees shall serve as nonvoting ex-officio members of the Parks and Recreational Facilities Board:

1) Beautification Committee,
2) Golf Advisory Committee, and
3) Youth Center Advisory Board (See Beach Preservation, ex-officio member.)

Members of the board shall demonstrate interest in the City's Parks and Recreational Facilities and programs through their own participation or the participation of a member of their immediate family.
City Liaison: John Rebar

Vacancy:

To replace Lizette Lopez	12/31/2013	Commissioner Micky Steinberg

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Amy	Rabin	(TL 12./31/13)	12/31/2014	Bower Levine	12/31/13
Harriet	Halpryn		12/31/2014	Commissioner Jonah M. Wolfson	12/31/15
Jonathan	Groff		12/31/2014	Commissioner Deede Weithorn	12/31/17
Kim	Brown Eve		12/31/2013	Gongora Malakoff	12/31/20
Leslie	Graff		12/31/2014	Commissioner Ed Tobin	12/31/15
Meryl	Wolfson	TL 12/31/13	12/31/2013	Exposito Grieco	12/31/13

Daniel Nixon	Ex-Officio member Beautification Committee
Stephanie Rosen	Ex-Officio member of the Youth Center Adv. Board
vacant	Ex-Officio member of Golf Advisory Commttee

Applicants	Position/Title	Applicants	Position/Title
Annette Cannon		Christina Nicodemou	
Dolores Hirsh		Irina Pindelea	
Jason Witrock		Mark Balzli	
Mojdeh Khaghan		Moni Cohen	
Paul Stein		Peter Vallis	
Stefan Zachar Jr.		Walter Lucero	

Personnel Board

Sec. 2-190.66

Composition:

Ten (10) members appointed by a 5/7 vote.
Six (6) of which shall be citizens of Miami Beach not in the employment of the city, each having a different vocation;
and three (3) regular employees of the City of Miami Beach, to be elected by the probationary and regular employees of the city and who shall be elected from the employees of regular status in the respective groups:

Group I shall consist of the employees of the Police Department, Fire Department and Beach Patrol Department,
Group II shall consist of employees who are in clerical and executive positions,
Group III shall consist of all other employees,

The Personnel Director is a non-voting member.

City Clerk's Note: Please see the "Agenda - Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda - Agenda Archives website is located at http://miamibeachfl.gov/cityclerk/scroll.aspx?id=72497.
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City Liaison: Sylvia Crespo-Tabak

Vacancy:

To replace David Richardson	12/31/2013	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Gabriel	Paez		12/31/2014	City Commission	12/31/15
Laurie Kaye	Davis		12/31/2013	City Commission	12/31/18
Lori	Gold		12/31/2014	City Commission	12/31/18
Mojdeh	Khaghan		12/31/2014	City Commission	12/31/16
Rosalie	Pincus		12/31/2013	City Commission	12/31/15

Christopher Diaz	elected 07/20/2011 exp. 7/31/2014- Group I
Evette Phillips	elected 07/09/2012 exp. 7/31/2015 Group III
George Castell	elected 07/01/2013 exp. 7/31/2016 Group II
Sylvia Crespo-Tabak	Human Resources Director

Applicants	Position/Title	Applicants	Position/Title
Adam Kravitz		Dr. Elsa Orlandini	
Harold Foster		Kristen Rosen Gonzalez	
Richard Preira			

Planning Board

Sec. 118-51

Composition:

Two (2) year term. Appointed by a minimum of 4 votes.
Seven (7) regular voting members. The voting members shall have considerable experience in general business, land development, land development practices or land use issues; however, the board shall at a minimum be comprised of:
1) one architect registered in the state of Florida; or a member of the faculty of a school of architecture in the state, with practical or academic expertise in the field of design, planning, historic preservation or the history of architecture; or a landscape architect registered in the state of Florida; or a professional practicing in the fields of architectural or urban design, or urban planning;
2) one developer who has experience in developing real property; or an attorney in good standing licensed to practice law within the United States.
3) one attorney licensed to practice law in the state of Florida who has considerable experience in land use and zoning issues;
4) one person who has education and/or experience in historic preservation issues. For purposes of this section, the term "education and/or experience in historic preservation issues" shall be a person who meets one or more of the following criteria:
A) Has earned a college degree in historic preservation;
B) Is responsible for the preservation, revitalization or adaptive reuse of historic buildings; or
C) Is recognized by the city commission for contributions to historic preservation, education or planning; and
5) three persons who are citizens at large or engaged in general business in the city
No person except a resident of the city, who has resided in the city for at least one year shall be eligible for appointment to the planning board. The City Commission may waive the residency requirements by a 5/7ths vote in the event a person not meeting these requirements is available to serve on the board and is exceptionally qualified by training and/or experience.

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City Liaison: Katia Hirsh.

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Charles	Urstadt	General Business	12/31/2013	City Commission	12/31/17
Frank	Kruszewski	General Business	12/31/2014	City Commission	12/31/18
Henry	Stolar	Gen. Bus. TL 12/31/13	12/31/2013	City Commission	12/31/13
Jack	Johnson	Historic Preservation	12/31/2014	City Commission	12/31/18
Jean-Francois	Lejeune	Architect	12/31/2014	City Commission	12/31/17
Jonathan	Beloff	Attorney	12/31/2013	City Commission	12/31/15
Robert	Wolfarth	Developer	12/31/2013	City Commission	12/31/17

Board and Committees Current Members

Applicants	Position/Title	Applicants	Position/Title
Aaron Davis		Adam Kravitz	
Albert Mertz		Alex Espenkotter	
Alexander Annunziato		Andres Asion	
Brian Ehrlich		Dominique Bailleul	
Elizabeth Carmargo		Francis Steffens	
Gary Twist		Guy Simani	
Jack Benveniste		James Silvers	
Jared Galbut		Jeffrey Cohen	
Jeffrey Feldman		Jessica Conn	
Joshua Wallack		Joy Malakoff	
Madeleine Romanello		Marina Novaes	
Muayad Abbas		Noah Fox	
Robert Sena		Ryan Homan	
Sarah Johnston			

Police Citizens Relations Committee

Sec. 2-190.36

Composition:

The committee shall consist of seventeen (17) members,
fourteen (14) of whom shall be voting members.
The members shall be direct appointments with the Mayor and City Commissioners, each making two (2) individual appointments.
One (1) non-voting ex-officio member shall be from the non-administrative personnel of the police department selected by a majority vote of the non administrative personnel.
Two (2) additional non-voting ex-officio members shall be the police chief (or a designee) and the city attorney (or a designee).
The chairperson of the committee or his/her designee shall serve as a non-voting ex-officio member of the Community Relations Board.
The Police/Citizen Relations Committee shall be assigned to the Police Department.

Recommendations for appointment to all voting and non-voting membership selected by the Mayor and Commission shall be obtained from;
the Spanish American League Against Discrimination (S.A.L.A.D.); the League of United Latin American Citizens (L.U.L.A.,C.]; The Anti-Defamation League, (A.D.L.);
The Dade Action Pac; the National Association for the Advancement of Colored People (NAACPA);
the League of Women's Voters,
and any other organizations deemed appropriate.
The voting members of the committee shall have knowledge of and interest in Police Community Relations and their impact on the City of Miami Beach.
City Liaison: Chief Raymond Martinez

Vacancy:

To replace Dina Dissen	12/31/2014	Commissioner Micky Steinberg
To replace Jonatan Parker	12/31/2013	Commissioner Jonah M. Wolfson

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Beverly	Aberbach	(TL 12/31/13)	12/31/2014	Exposito Grieco	12/31/13
Claire	Warren		12/31/2013	Bower Levine	12/31/18
Gianluca	Fontani		12/31/2014	Exposito Grieco	12/31/18
Glenda	Krongold		12/31/2014	Commissioner Ed Tobin	12/31/15
Hope	Fuller		12/31/2013	Libbin Steinberg	12/31/16
Jared	Plitt		12/31/2013	Commissioner Deede Weithorn	12/31/15
Michael	Perlmutter		12/31/2014	Gongora Malakoff	12/31/20
Mitchell	Korus		12/31/2013	Bower Levine	12/31/18
Nelson	Gonzalez		12/31/2013	Commissioner Ed Tobin	12/31/15
Sir Ralph	Halpern		12/31/2014	Gongora Malakoff	12/31/20
Steven	Oppenheimer		12/31/2014	Commissioner Jonah M. Wolfson	12/31/17
Walter	Lucero		12/31/2013	Commissioner Deede Weithorn	12/31/19
Alex Bello	Non-adm. Personnel of the PD				
R. Martinez	Police Chief				

Board and Committees Current Members

Applicants	Position/Title	Applicants	Position/Title
Alejandro Dominguez		Alex Espenkotter	
Christina LaBuzetta		David Crystal	
Eugenio Cabreja		Irene Valines	
Irene Valines		Irina Pindelea	
Kimberly Diehl		Laura Cullen	
Lori Gold		Marina Aviles	
Melissa Mokha		Rachel Schuster	
Richard Preira		Tegan Eve	

Board and Committees Current Members

Production Industry Council

Sec. 2-71

Composition:

The council shall consist of seven (7) voting members, the Mayor and each Commissioner shall make one direct appointment.
All regular members shall have knowledge of the fashion, film, new media, production, television and or recording industries of the city.
Each of the six (6) industries shall be represented by at least one member, but no more than three (3) members, who are directly involved with that industry.
City Liaison: Graham Winick

Vacancy:

To replace Joyce Galbut	Production	12/31/2014	Mayor Philip Levine

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Albert	Mertz	Recording Industry	12/31/2013	Libbin Steinberg	12/31/20
Allee	Newhoff	Fashion (TL 12/31/13)	12/31/2014	Exposito Grieco	12/31/13
Belkys	Nerey	Production	12/31/2013	Commissioner Deede Weithorn	12/31/18
Bruce	Orosz	Fashion	12/31/2014	Commissioner Ed Tobin	12/31/15
Ivan	Parron	News Media	12/31/2014	Gongora Malakoff	12/31/16
Noreen	Legault-Mendoza	TV/Film	12/31/2013	Commissioner Jonah M. Wolfson	12/31/17

Applicants	Position/Title	Applicants	Position/Title
Christina Nicodemou		Irene Valines	
Lisa Ware			

Board and Committees Current Members

Safety Committee

Sec. 2-176

Composition:

Committee consists of fourteen (14) members who shall be direct appointments, two (2) appointments shall be made by the Mayor and each Commissioner.
The members shall have knowledge of and interest in the safety of the citizens of the city.

Ordinance 2010-3710 requires that one of the two direct appointments by the Mayor and each of the City Commissioners be Citizen Emergency Response Team (CERT) certified.

City Liaison: Sonia Bridges

Vacancy:

To replace Joel Aberbach	12/31/2013	Mayor Philip Levine
To replace Barbara Gillman	12/31/2014	Commissioner Jonah M. Wolfson
To replace Baruch Sandhaus	12/31/2013	Commissioner Michael Grieco

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Alfredo	Rey		12/31/2014	Commissioner Deede Weithorn	12/31/17
Calvin	Kohli		12/31/2014	Libbin Steinberg	12/31/16
Irene	Valines		12/31/2014	Commissioner Ed Tobin	12/31/19
Jane	Hayes		12/31/2013	Libbin Steinberg	12/31/17
Jason	Witrock		12/31/2014	Exposito Grieco	12/31/19
Jeannette	Egozi		12/31/2013	Gongora Malakoff	12/31/17
Jeff	Gordon		12/31/2013	Commissioner Jonah M. Wolfson	12/31/19
Jerry	Marsch	(TL 12/31/13)	12/31/2014	Bower Levine	12/31/13
Marcella	Paz Cohen		12/31/2013	Commissioner Deede Weithorn	12/31/16
Michelle	Green		12/31/2013	Gongora Malakoff	12/31/19
Oren	Lieber		12/31/2014	Commissioner Ed Tobin	12/31/14

Applicants	Position/Title	Applicants	Position/Title
Jonathan Parker		Leah Rey	
Michael Perlmutter		Michelle Green	
Silvia Rotbart		William Cahill	

Board and Committees Current Members

Single Family Residential Review Panel

2006-3529

Composition:

The panel shall be composed of three (3) members, two of whom shall be architects an/or other registered design professionals, and one shall be a resident of the City, each to serve for a term of one (1) year. Panel members shall not deliberate in more than four (4) meetings per calendar year unless required due to inability to satisfy the quorum requirement.

Panel members shall be chosen by the City Manager or designee on a rotating basis or as available from a list of not more than 20 architects and/or other registered design professionals, as well as a list of residents of the City. In developing the list of registered professionals, names should be submitted from the following associations:
(1) American Institute of Architects, local chapter
(2) American Society of Landscape Architects, local chapter
(3) American Planning Association, local section
(4) The Miami Design Preservation League
(5) Dade Heritage Trust -
Liaison: Thomas Mooney

Vacancy:

To replace Daniel Vietia	Registered Design Prof.	12/31/2013	Jimmy Morales, City Manager
Jorge Gutierrez (TL12/31/14)	Registered Design Prof.	12/31/2013	Jimmy Morales, City Manager
Rafael Sixto (TL12/31/14)	Registered Design Prof.	12/31/2013	Jimmy Morales, City Manager

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
new	member		12/31/2014		

Applicants	Position/Title	Applicants	Position/Title
Joseph Landesman			

Board and Committees Current Members

Sustainability Committee

2008-3618

Composition:

The Committee shall consist of seven (7) voting members, one each to be directly appointed by the Mayor and each City Commissioner. A Commissioner, appointed by the Mayor, shall serve as a non-voting member and shall serve as the chairperson of the Committee.
The purpose of the Committee is to provide guidance and advice with regard to the City's efforts to provide and promote general environmental improvement trends, or "Green Initiatives," and "Sustainable Development", which is herein defined as a pattern of resource use that aims to meet community needs while preserving the environment so that these needs can be met, not only in the present, but in the indefinite future.
The Committee shall make advisory recommedations to the City Commission and the City Manager to promote Citywide Green Initiatives and to promote and provide plans for Sustainable Development in the City of Miami Beach.
City Liaison: Elizabeth Wheaton

Vacancy:

City Commissioner	Mayor Philip Levine

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
David	Doebler		12/31/2013	Libbin Steinberg	12/31/20
Debra	Leibowitz		12/31/2013	Commissioner Deede Weithorn	12/31/15
Gabriole	Van Bryce		12/31/2014	Gongora Malakoff	12/31/17
Lily	Furst		12/31/2013	Commissioner Jonah M. Wolfson	12/31/15
Luiz	Rodrigues		12/31/2014	Commissioner Ed Tobin	12/31/15
Mitch	Novick		12/31/2013	Bower Levine	12/31/16
Priscilla	Schmidt		12/31/2014	Exposito Grieco	12/31/20

Applicants	Position/Title	Applicants	Position/Title
Amy Rabin		Andrea Lisa Travaglia	
Daniel Manichello		Elizabeth Pines	
Gisele Colbert		Kimberly Eve	
Marivi Iglesias		Mihaly Lenart	
Russell Hartstein		Walker Burttschell	

Board and Committees Current Members

Tennis Advisory Committee

2012-3773

Composition:

The Committee shall be composed of severn (7) members, each of whom shall be a voting member who has demonstrated a high degree of interest, participation, and/or expertise in the sport of tennis. The Mayor and City Commissioners shall each make one direct appointment to the committee.

The Mission of the Tennis Committee is to improve the lives of residents by promoting the development and sound management of public facilities dedicated to the sport of tennis in the City of Miami Beach and to make recommendations, as appropriate, to the City Commission and the City Administration.

The powers and duties of the Committee shall be to provide advisory recommendations regarding the use, operation, management, and development of public tennis facilities to the City Commission and the City Administration for such action as the City Commission and the City Administration may deem appropriate.

Two years after the September 12, 2012 effective date of this Ordinance, the City Manager shall bring the provisions of this section before the City Commission for its review and consideration.

City Liaison: Julio Magrisso

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Carrie	Johnson		12/31/2014	Commissioner Deede Weithorn	12/31/20
David	Berger		12/31/2013	Exposito Grieco	12/31/19
Dolores	Hirsh		12/31/2013	Commissioner Jonah M. Wolfson	12/31/19
Gayle	Durham		12/31/2014	Commissioner Ed Tobin	12/31/20
Jeffrey	Forster		12/31/2013	Libbin Steinberg	12/31/19
Stefan	Zachar Jr.		12/31/2013	Bower Levine	12/31/20
Tegan	Eve		12/31/2014	Gongora Malakoff	12/31/20

Applicants	Position/Title	Applicants	Position/Title
Kimberly Diehl		Laure Mckay	
Marlene Pross		Melissa Mokha	
Ronald Starkman		Stephen Donnelly	
Steve Berke		Vicki Petruzzelli	

Board and Committees Current Members

Transportation and Parking Committee

Sec. 2-190.91

Composition:

Committee shall consist of fourteen (14) members.
The Mayor and City Commissioners shall each make one (1) appointment, with the other members of the committee to be composed of members from the following community organizations, each of which must designate a permanent coordinating representative:

1) Miami Beach Chamber of Commerce's Transportation and Parking Committee,
2) Miami Beach Community Development Corporation,
3) Ocean Dr. Association,
4) Miami Design Preservation League,
5) North Beach Development Corporation,
6) Mid-Beach Community Association,
7) Lincoln Rd Marketing, Inc.,

On an annual basis, the members of the committee shall elect a chairman and such other officers as may be deemed necessary or desirable, who shall serve at the will of the committee. Seven members of the committee shall consist of a quorum of the committee and shall be necessary in order to take any action.

The members of the voting committee shall have knowledge of and interest in Transportation and Parking and their impact on the City of Miami Beach.
The members of the board shall be officially designated by their respective organization, and letters certifying that designation shall be forwarded to the Miami Beach City Clerk.
City Liaison: Saul Frances

Vacancy:

To replace Maria Mayer	12/31/2013	Commissioner Ed Tobin

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Dr. Corey	Narson		12/31/2014	Libbin Steinberg	12/31/18
Eric	Ostroff		12/31/2014	Commissioner Deede Weithorn	12/31/18
J.P.	Morgan		12/31/2013	Gongora Malakoff	12/31/14
Josephine	Pampanas		12/31/2014	Bower Levine	12/31/14
Scott	Diffenderfer		12/31/2013	Commissioner Jonah M. Wolfson	12/31/15
Seth	Wasserman		12/31/2013	Exposito Grieco	12/31/16

Al Feola	Rep. for the Ocean Dr. Imp. Assoc. 12/31/14
Delvin Fruit	Rep. for Mid-Beach Community Assoc. - 12/31/13
Jo Asmundsson	Rep. for MBCDC 12/31/14
Madeleine Romanello	Rep. for MBCC 12/31/13
Mark Weithorn	Rep. for NBDC 12/31/13
vacant	Rep. for Lincoln Road Marketing
William "Bill" Hahne	Rep. for MDPL 12/31/13

Applicants	Position/Title	Applicants	Position/Title

Board and Committees Current Members

Amy Rabin
Daniel Manichello
David McCauley
Gianluca Fontani
Mance Buttram
Steven Oppenheimer
Cheryl Jacobs
David Alschuler
Dorian Nicholson
Laure Mckay
Sasha Boulanger

Board and Committees Current Members

Visitor and Convention Authority

Sec. 102-246

Composition:

Two (2) year term. Appointed by a minimum of 4 votes.
Seven (7) member who shall be permanent residents of Miami-Dade County.
The seven (7) members of the authority shall be representative of the community as follows:
1) Not less than two (2) nor more than three (3) members shall be representative of the hotel industry;
2) and the remaining members none of whom shall be representative of the hotel industry, shall represent the community at-large. Any member of the authority or employee therefore violating or failing to comply with provisions of this article shall be deem to have vacated his office or position.

City Clerk's Note: Please see the "Agenda - Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda - Agenda Archives website is located at http://miamibeachfl.gov/cityclerk/scroll.aspx?id=72497.
Alternatively, the Releases can be found by going to the City's main portal located at http://miamibeachfl.gov; and under the CITY MEETINGS section, located on the right hand side of the webpage, click on the "Agenda - Agenda Archives" link; thereafter, choose the first listed Commission meeting and click on City Commission At-Large Nominations.

City Liaison: Grisette Roque.

Vacancy:

To replace Micky Ross Steinberg	At-large	12/31/2013	City Commission

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Aaron	Perry	At- Large	12/31/2014	City Commission	12/31/16
Jaqueline	Hertz	At-large TL 12/31/13	12/31/2013	City Commission	12/31/13
Jeff	Lehman	Hotel Industry TL12/31/13	12/31/2013	City Commission	12/31/13
Keith	Menin	Hotel Industry	12/31/2013	City Commission	12/31/15
Margaret (Peggy)	Benua	At-Large	12/31/2014	City Commission	12/31/17
Steven	Adkins	At-large	12/31/2014	City Commission	12/31/14

Applicants	Position/Title	Applicants	Position/Title
Albert Mertz		Calvin Kohli	
Charles Million		Christy Farhat	
Dona Zemo		Eric Lawrence	
Harold Foster		James Lloyd	
Jared Galbut		Jeffrey Graff	
Jennifer Diaz		Joshua Wallack	
Karen Brown		Laure Mckay	
Laurence Herrup		Natalie Koller	
Seth Feuer		Stanley Shapiro	
Tim Nardi		Wendy Kallergis	

Board and Committees Current Members

Waterfront Protection Committee

Sec. 2-190.122

Composition:

The committee shall consist of:
seven (7) voting members, one appointed by the Mayor and each Commissioner, and three (3) non-voting ex-officio members to be comprised as follows:

1) Seven (7) citizens having an interest in the preservation of the city's beaches and the purposes of the committee,
2) The city's environmental specialist as an ex-officio member,
3) An individual appointed by the Miami Dade County Department of Environmental Resources Management (DERM), Natural Resources Division who holds the position of Special Projects Administrator II as an ex-officio member and,
4) A member of the city's Beach Patrol.

City Liaison: Elizabeth Wheaton

Vacancy:

To replace Charles Fisher	12/31/2014	Commissioner Deede Weithorn

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Barbara	Hershkowitz		12/31/2014	Libbin Steinberg	12/31/14
Jeffrey	Feldman		12/31/2013	Bower Levine	12/31/19
Matthew	Krieger	(TL 12/31/13)	12/31/2014	Gongora Malakoff	12/31/13
Morris	Sunshine		12/31/2013	Exposito Grieco	12/31/15
Robert	Kraft		12/31/2013	Commissioner Jonah M. Wolfson	12/31/16
William	Cahill		12/31/2013	Commissioner Ed Tobin	12/31/20

Brian Flynn	ex-officio, Miami-Dade Co. Dept of Env. Res. Mgmt.
Joe Fisher	ex-officio, City's Beach Patrol Lifeguard II
Margarita Wells	ex-officio, City's Environmental Specialist

Applicants	Position/Title	Applicants	Position/Title
Alan Fishman		Andrew Fuller	
Gisele Colbert		James Weingarten	
Kimberly Eve		Luiz Rodrigues	
Silvia Rotbart			

Board and Committees Current Members

Youth Center Advisory Board

Sec. 2-186

Composition:

The board shall consist of ten (10) members,
seven (7) of whom shall be voting members affiliated with the Scott Rakow Youth Center. Two (2) student resident users of the facility shall serve as non-voting ex-officio members; one (1) of these student users must attend a middle school, and the other must attend a high school.
The director of the office of children's affairs shall serve as a non-voting ex-officio member. The chairperson of the Youth Center Advisory Board or his designee shall serve as a non-voting, ex-officio member of the Recreational Centers and Parks Facilities Board, to be renamed the Parks and Recreational Facilities Board.
City Liaison: Ellen Vargas

Vacancy:

Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	*Term Limit:*
Annette	Cannon		12/31/2014	Commissioner Ed Tobin	12/31/18
Dana	Turken		12/31/2013	Exposito Grieco	12/31/15
Esther	Egozi Choukroun		12/31/2014	Gongora Malakoff	12/31/17
Jeffrey	Graff		12/31/2014	Libbin Steinberg	12/31/16
Michael	Burnstine		12/31/2013	Commissioner Jonah M. Wolfson	12/31/19
Paul	Stein		12/31/2014	Bower Levine	12/31/16
Stephanie	Rosen		12/31/2015	Commissioner Deede Weithorn	12/31/15
		ex-officio student rep. of a Middle School			
		ex-officio student rep. of a High School			
Maria	Ruiz	ex-officio Dir. of Children's Affairs			

Applicants	Position/Title	Applicants	Position/Title
Andrea Lisa Travaglia		Christy Farhat	

City Commission Committees

Committee	Position	First Name	Appointed by
Finance & Citywide Projects Committee			
	Chairperson	Commissioner Deede Weithorn	Mayor Levine
	Vice-Chair	VACANT	Mayor Levine
	Member	VACANT	Mayor Levine
	Alternate	VACANT	Mayor Levine
	Liaison	Patricia Walker, CFO	
Land Use & Development Committee			
	Chairperson	VACANT	Mayor Levine
	Vice-Chair	Commissioner Jonah Wolfson	Mayor Levine
	Member	VACANT	Mayor Levine
	Alternate	Commissioner Ed Tobin	Mayor Levine
	Liaison	Richard Lorber, Acting Planning Dir	
Neighborhood/Community Affairs Committee			
	Chairperson	Commissioner Edward L. Tobin	Mayor Levine
	Vice-Chair	VACANT	Mayor Levine
	Member	VACANT	Mayor Levine
	Alternate	Commissioner Jonah Wolfson	Mayor Levine
	Liaison	Barbara Hawayek, City Manager	

NON-CITY COMMISSION COMMITTEES

VACANT: Formerly occupied by Mayor Matti Herrera Bower

- South Florida East Coast Corridor Coalition
- U.S. Conference of Mayors
- National League of Cities
- Florida League of Cities
- International Hispanic Network
- International Women's Forum - Arva Moore Parks
- FIU Wolfsonian Advisory Board
- Greater Miami Convention and Visitors Bureau Executive Committee
- Girl Power Honorary Member
- Miami-Dade Metropolitan Planning Organization
- Miami-Dade County Tourist Development Council
- Citizens' Oversight Committee/Interlocal Agreement for Public School Facility Planning MDC

VACANT: Formerly occupied by Commissioner Michael Góngora

- Miami-Dade County League of Cities

Commissioner Deede Weithorn

- Miami-Dade County Homeless Trust Board

Ricky Arriola

- The Adrienne Arsht Center for the Performing Arts Center Trust

Victor Diaz

- Miami-Dade County Charter Review Task Force

Mitchell Kaplan

- The Adrienne Arsht Center for the Performing Arts Center Trust

Richard Milstein

- The Adrienne Arsht Center for the Performing Arts Center Trust

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **BOARD AND COMMITTEE APPOINTMENTS – CITY COMMISSION APPOINTMENTS**

ADMINISTRATION RECOMMENDATION

Make appointments as indicated.

BOARDS AND COMMITTEES

1. Affordable Housing Advisory Committee (3 vacancies)
2. Art in Public Places (1 vacancy)
3. Board of Adjustment (1 vacancy)
4. Budget Advisory (1 vacancy)
5. Design Review Board (2 vacancies)
6. Health Advisory Committee (1 vacancy)
7. Health Facilities Authority Board (1 vacancy)
8. Miami Beach Cultural Arts Council (1 vacancy)
9. Miami Beach Human Rights Committee (2 vacancies)
10. Personnel Board (1 vacancy)
11. Visitor and Convention Authority (1 vacancy)

Please see the "Agenda - Agenda Archives" for the continuously updated Releases of City Commission At-Large Nominations listing current information about which applicants have actually been nominated. The Agenda-Agenda Archives website is located at:

http://miamibeachfl.gov/cityclerk/scroll.aspx?id=72497

Alternatively, the Releases can be found by going to the City's main portal located at http://miamibeachfl.gov; and under the City Clerk section, located on the bottom right hand side of the webpage, click on the "Agenda Archives" link; thereafter choose the first listed Commission meeting and click on City Commission At-Large Nominations.

JM/REG

MIAMIBEACH

NOTICE OF LAND USE BOARD VACANCY
DESIGN REVIEW BOARD

The City of Miami Beach is currently seeking applications to fill a vacancy on the Design Review Board. The Design Review Board is composed of seven members. The current vacancy is for the following category:

. One architect registered in the United States, or a professional practicing in the fields of architectural or urban design, or urban planning; or resident with demonstrated interest or background in design issues; or an attorney in good standing licensed to practice law within the United States.

The Design Review Board's powers and duties include the following:

1) To promote excellence in urban design. 2) To review all applications requiring design review approval for all properties not located within a designated historic district or not designated as a historic site. For works of art in the Art in Public Places program, the Design Review Board shall serve as advisor to the City Commission, and may impose binding criteria, as provided in Chapter 82, Article VII, Art in Public Places. 3) To prepare and recommend adoption of design plans pertaining to neighborhood studies. 4) To hear and decide appeals of the Planning Director when deciding matters pursuant to Section 118-260.

The Design Review Board is a quasi-judicial board, whose members are appointed with the concurrence of at least four members of the City Commission. The members of the Design Review Board are subject to all applicable, State, County and City ethics laws, as well as Sections 2-21 through 2-27 and Sections 118-71 through 118-77 of the Miami Beach City Code.

Interested persons with applicable backgrounds may submit their application, resume, photograph and professional license(s) at http://secure.miamibeachfl.gov/bcapp/bacupload.aspx or in person at the Office of the City Clerk, 1700 Convention Center Drive, Miami Beach, FL 33139.

All Board members serve without compensation. All Board members receive an annual parking decal.

Rafael E. Granado, City Clerk
City of Miami Beach

MIAMIBEACH

NOTICE OF VACANCY
BOARD OF ADJUSTMENT

The City of Miami Beach is currently seeking applications to fill a vacancy on the Board of Adjustment. The Board of Adjustment is composed of seven members. The current vacancy is for the At-Large category:

The Board of Adjustment's powers and duties include the following:

- To hear and decide appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of the Land Development Regulations, with the exception of appeals pursuant to Section 118-197 and Section 118-262 of the Miami Beach City Code. In exercising this power, the Board of Adjustment may upon appeal, reverse or affirm, wholly or partly, the order, requirement, decision or determination, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of five members of the Board shall be necessary to reverse any order, requirement, decision or determination of any such administrative official or to decide in favor of the applicant on any matter upon which the Board is required to pass under the land development regulations.

- To authorize, upon application such variance from the terms of the Land Development Regulations as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of a provision of the Land Development Regulations would result in unnecessary and undue hardship. An affirmative vote of five-sevenths of all members of the Board shall be necessary to approve any variance request.

- The Board of Adjustment shall serve as the City's Floodplain Management Board and shall have the authority to exercise all powers and perform all duties assigned to such Board pursuant to Section 54-131 et seq. of the Miami Beach City Code and Resolution No. 93-20698, and in accordance with the procedures set forth therein as such ordinance and resolution may be amended from time to time.

The Board of Adjustment is a quasi-judicial Board, whose members are appointed by a 5/7th vote of the members of the City Commission. Members of the Board of Adjustment must either be residents of or have their principal place of business in Miami Beach. The members of the Board of Adjustment are subject to all applicable, State, County and City ethics laws, as well as Sections 2-21 through 2-27 and Sections 118-131 through 118-138 of the Miami Beach City Code.

Interested persons with applicable backgrounds may submit their application, resume, photograph and professional license(s) at http://secure.miamibeachfl.gov/bcapp/bacupload.aspx or in person at the Office of the City Clerk, 1700 Convention Center Drive, Miami Beach, FL 33139.

All Board members serve without compensation. All Board members receive an annual parking decal.

Rafael E. Granado, City Clerk
City of Miami Beach

MIAMIBEACH

NOTICE OF LAND USE BOARD VACANCY
DESIGN REVIEW BOARD

The City of Miami Beach is currently seeking applications to fill a vacancy in the Design Review Board. The Design Review Board is composed of seven members. The current vacancy is for the following category:

One architect registered in the State of Florida or a member of the faculty of a school of architecture, urban planning or urban design in the state, with practical or academic expertise in the field of design, planning, historic preservation or the history of architecture; or a professional practicing in the fields of architectural design or urban planning.

The Design Review Board has the following powers and duties:

1) To promote excellence in urban design. 2) To review all applications requiring design review approval for all properties not located within a designated historic district or not designated as a historic site. For works of art in the Art in Public Places program, the Design Review Board shall serve as advisor to the City Commission, and may impose binding criteria, as provided in Chapter 82 article VII, Art in Public Places, Division 4, Procedures. 3) To prepare and recommend adoption of design plans pertaining to neighborhood studies. 4) To hear and decide appeals of the Planning Director when deciding matters pursuant to section 118-260.

The Design Review Board is a quasi-judicial board, whose members are appointed with the concurrence of at least four members of the City Commission. The members of the Design Review Board are subject to all applicable, State, County and City ethics laws, as well as Section 2-21 through 2-27 and Sections 118-71 through 118-77 of the Miami Beach City Code.

Interested persons with applicable backgrounds may submit their application, resume, photograph and professional licenses, at http://secure.miamibeachfl.gov/bcapp/bacupload.aspx or in person at the Office of the City Clerk, 1700 Convention Center Drive, Miami Beach, FL 33139.

All Board or Committee members serve without compensation. All Board or Committee members receive an annual parking decal.

Rafael E. Granado, City Clerk
City of Miami Beach

R9 - New Business and Commission Requests

R9B1	Dr. Stanley Sutnick Citizen's Forum. (12:30 p.m.)
R9B2	Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

AGENDA ITEM: R9B1-2
DATE: 12-11-13

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R9 - New Business and Commission Requests

R9C Update On The Miami Beach Convention Center Project.
(City Manager's Office)

Agenda Item R9C
Date 12-11-13

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **A DISCUSSION DELINEATING POTENTIAL CONCERNS ON TWO FUTURE ROADWAY PROJECTS TO BE UNDERTAKEN BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ALONG ALTON ROAD, FROM MICHIGAN AVENUE TO 43RD STREET AND FROM 43RD STREET TO EAST OF ALLISON ROAD; AND URGING FDOT TO ENSURE THAT ALL COMMUNITY CONCERNS, INCLUDING, BUT NOT LIMITED TO, LOSS OF ON-STREET PARKING, IMPACTS TO MATURE SHADE TREES, AND APPROPRIATE BICYCLE FACILITIES, ARE PROPERLY ADDRESSED AS PART OF THE RESPECTIVE FUTURE ALTON ROAD PROJECTS.**

BACKGROUND

The Florida Department of Transportation (FDOT) is developing the design for two (2) future projects on Alton Road - Alton Road from Michigan Avenue to 43rd Street/Ed Sullivan Drive and Alton Road from 43rd Street to east of Allison Road. The projects are planned for construction in 2016 and 2017, respectively. City staff from various departments has been meeting with FDOT project staff and providing input on the preliminary design drawings. In order to offer the community the opportunity to review the project design and address any questions or concerns, as part of its public information program, FDOT plans to conduct a community meeting for each project at the appropriate time prior to construction. Below is a summary of each project and points of concern from the various City departments regarding potential impacts to the community.

ANALYSIS

Alton Road from Michigan Avenue to 43rd Street/Ed Sullivan Drive

FDOT is developing preliminary design drawings for a safety improvement project on Alton Road from Michigan Avenue to 43rd Street/Ed Sullivan Drive. The estimated construction cost of the project is $2.5 million. Construction is expected to begin mid-2016 and last about seven (7) months. The project consists of the following work:

- Milling, repaving and restriping the road
- Upgrading signage and pavement markings
- Installing new traffic and pedestrian signals and signs
- Upgrading pedestrian ramps to meet current standards

Agenda Item R9D
Date 12-11-13

- Adding sections of paved shoulder and isolated drainage improvements
- Providing an additional southbound left-turn bay (for a total of 2) at the intersection of Alton Road and Michigan Avenue
- Adding a shared bicycle lane (sharrow) to the west side (southbound direction) of Alton Road (there are existing bicycle lanes in the northbound direction)
- Reconstructing driveways at several locations
- Removing and replacing landscaping as needed

The proposed additional southbound left turn lane at the intersection of Alton Road and Michigan Avenue is a crucial improvement that will increase capacity and improve the level of service at this intersection and will benefit access to the future Miami Beach Convention Center. The additional left turn lane, however, will require widening of Alton Road from the intersection to approximately 500 feet to the north. Based on the current FDOT design, the widening will occur to the west side of Alton Road (Attachment A). The widening to west will impact several existing mature shade trees located in the swale area, residential driveway entrances located in the right-of-way, and a few on-street parking spaces. City staff has reviewed the preliminary drawings and requested that FDOT evaluate alternative options, including widening to the east side of Alton Road towards the Miami Beach Golf Course, in order to avoid or minimize impacts to the swale area and parking on the west side of Alton Road.

Pursuant to the City's request, FDOT conducted an analysis which evaluated widening to the east side towards the golf course (Attachment B). Based on the analysis, FDOT determined that widening to the west towards the homes is more feasible and safer as widening to the east (golf course side) would introduce alignment, deflection, and hence safety issues. Based on the FDOT analysis, if Alton Road were widened to the east at this location, the lane deflections created on Alton Road to the south of the intersection with Michigan Avenue, at the intersection, and to the north of the intersection with Michigan Avenue would be greater than the maximum allowed by FDOT roadway design standards. Consequently, FDOT believes that it would be introducing a safety hazard in a project intended to improve safety.

In regards to the existing shade trees located within the swale portion that would be impacted by the widening to the west side of Alton Road from Michigan Avenue to approximately 500 feet to the north, FDOT committed to conducting a tree inventory and condition survey and to present the results to the City for further deliberation.

While the Administration understands and supports FDOT's focus on safety, we will continue to work with FDOT to explore options that would minimize the impact to the trees, parking and swale areas on the west side of Alton Road while not jeopardizing the safety of road users.

Alton Road from 43rd Street to east of Allison Road

FDOT is developing preliminary design drawings for a full reconstruction project along Alton Road between 43rd Street and the bridge just east of Allison Road. The estimated construction cost of the project is $11.8 million. FDOT anticipates beginning design in May 2014 and construction in mid-2017. For the portion between 43rd Street and Pine Tree Drive, the project consists of the following work:

- Roadway reconstruction, including upgrading drainage structures, pedestrian ramps, and sidewalks to current standards
- Installing dedicated bicycle lanes and shared bicycle lanes (sharrows) along the corridor
- Widening the parking lanes from 43rd Street to Pine Tree Drive to 8 feet
- Reducing the inside travel lane widths at various locations from 11 feet to 10 feet
- Narrowing the width of the existing median at various locations from 43rd Street to Pine Tree Drive from approximately 15.5 feet to approximately 10 feet
- Narrowing the width of the existing landscape buffer by 0.5 feet
- Salvaging existing trees and relocating landscape that pose safety hazards

The purpose of the proposed narrowing of the median is to accommodate a dedicated 5-foot bicycle lane in each direction. The widening will impact the landscaped buffer strip and several existing mature trees located in the median of Alton Road between 44th Street and 44th Court and at 63rd Street. All efforts will be made by the FDOT to salvage and relocate the impacted trees to other locations in the median within the project limits.

For the portion between Pine Tree Drive and the bridge just east of Allison Road, the project proposes to reduce the width of the inside travel lanes to 10 feet and to provide 12-foot outside travel lanes with sharrows in each direction.

The Administration has conducted preliminary reviews of the proposed typical section and the existing conditions of the corridor and has concerns with the narrowing of the landscaped median and buffer strip solely for the purpose of accommodating dedicated bicycle lanes. The Administration believes that a typical section design that preserves the median and transitions the bike lanes onto an alternate route similar to the portion of Alton Road currently under construction, from 5th Street to Michigan Avenue would have less impact on the quality-of-life of the community.

RECOMMENDATION

The following is presented to the members of the City Commission for consideration and further discussion.

Attachments:

A: Alton Road/Michigan Avenue widening to the west side
B: Alton Road/Michigan Avenue widening to the east side

KGB/ET/JRG/JFD

T:\AGENDA\2013\December 11/discussion regarding future FDOT Projects on Alton Road MEMO.docx

Attachment A

Attachment B

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Ed Tobin, Commissioner

DATE: October 10th, 2013

SUBJECT: Agenda item for October 16th, 2013 City Commission Meeting

Please place on the October 16th City Commission Meeting a discussion regarding flooding at Royal Palm Avenue and 46th Street, Miami Beach.

If you have any questions please contact, Dessiree Kane at Extension 6274

ET/dk

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **DISCUSSION REGARDING EXTENDING AN AGREEMENT FOR LEGISLATIVE SERVICES BETWEEN THE CITY AND RUTLEDGE ECENIA, P.A., GOMEZ BARKER ASSOCIATES, INC., AND ROBERT M. LEVY & ASSOCIATES, INC.**

BACKGROUND/ANALYSIS

On October 1st, 2008, the City entered into an Agreement (the "Agreement") with Rutledge Ecenia & Purnell, P.A., Gomez Barker Associates, Inc., and Robert M. Levy & Associates, Inc.(the "Lobbyists") pursuant to Resolution No. 2008-26875, to provide State legislative services in the amount of $107,254.92, ending on September 30, 2010 with two (2) additional two year extension terms each, upon the same terms and conditions therein, at the sole discretion of the City at $107,000 per year, plus any adjustment each year based on the Consumer Price Index for all Urban Consumers, U.S. City Average (CPI-U).

Upon review of existing contracts, the Administration discovered that both additional two year extension terms of the Agreement were improperly executed. Specifically, the City Commission never authorized such an extension of the Agreement. Consequently, the Agreement has been improperly in effect for the past three years.

In order to correct this year-old mistake, the Administration is requesting that the Commission validate the already completed extension terms of the Agreement and further authorize the City Manager to retain the services of the lobbyists for an additional term ending September 30, 2014. Legislative services are essential in order for the City to advance its agenda with the State Legislature. Given the quickly approaching commencement of the Legislative session, there is not enough time to receive proposals from other lobbyists or firms. If the Commission were to approve this request, there would be sufficient time to advertise an RFP and properly evaluate proposals with the goal of securing representation before the end of the Agreement.

Attachments

JLM/JMJ
T:\AGENDA\2013\December 11\Discussion on Extending the City of Miami Beach Legislative Serives Agreement with Rutledge Ecenia, P.A..docx

Agenda Item R9F
Date 12-11-13

2008-26875
9/10/08 - C7E

CITY OF MIAMI BEACH

LEGISLATIVE SERVICES AGREEMENT

THIS AGREEMENT made and entered into this **1st** day of **October, 2008, between the CITY OF MIAMI BEACH,** hereinafter called **the CITY**, a municipal corporation of the State of Florida, and the firms of **RUTLEDGE, ECENIA, PURNELL ~~& HOFFMAN~~, P.A., GOMEZ BARKER ASSOCIATES, INC., AND ROBERT M. LEVY & ASSOCIATES, INC.,** hereinafter collectively called the **CONSULTANT.**

WITNESSETH:

In consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree:

1. **OBLIGATIONS OF THE CONSULTANT**

A. The CONSULTANT will confer with the Mayor and the City Commission: the City Attorney; the City Manager, and other such City personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager and the CONSULTANT on all organizational planning and program activity which has a bearing on the ability of the CITY make the best use of State programs.

B. The CONSULTANT will maintain liaison with the CITY'S legislative delegation and will assist the delegation in any matter which the CITY determines to be in its best interest.

C. The CONSULTANT will counsel with the CITY regarding appearances by City personnel before State of Florida and State administrative agencies and will assist the City and its personnel in negotiations with administrative agencies concerning City projects requiring State assistance and cooperation.

D. The CONSULTANT will assist the CITY in the review of executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other developments for the purpose of advising the CITY of those items mutually agreed upon may have a significant bearing on the CITY policies or programs.

E. The CONSULTANT will communicate and coordinate with other lobbyists representing interests which are consistent with those of the CITY in obtaining the goals and objectives of the CITY.

F. The CONSULTANT will assist in contacting State agencies on the CITY'S behalf on a mutually agreed upon basis when City funding applications are

under consideration by such agencies.

G. Payments to the CONSULTANT shall be made by the CITY to the Consultant, Rutledge, Ecenia, Purnell, ~~& Hoffman~~, P.A. It shall be the responsibility of the Consultant, Rutledge, Ecenia, Purnell ~~& Hoffman~~, P.A. to distribute such payments to the other firms hereunder, collectively enumerated as CONSULTANT.

H. The CONSULTANT will provide the CITY with monthly reports on the first day each month throughout the Term of this Agreement, detailing the CONSULTANT'S activities and legislative services provided on behalf of and for the benefit of the CITY in the previous month. Such report shall include, but not be limited to, the names and extent of the participation of the individual members of the CONSULTANT'S firm, as well as any other participants in this Agreement who are not a part of the CONSULTANT'S firm, and the particular services provided by them for the month addressed in the report. Consultant will provide interim reports on as needed basis addressing matters of City's involvement, concerns, interest and particular projects identified for pursuance on behalf of the City.

I. It is agreed upon by the parties hereto, that the Consultant, Rutledge, Ecenia, Purnell ~~& Hoffman~~, P.A., shall assume the lead role with respect to

the coordination and provision of the services contemplated by this Agreement, and with regard to the relationship contemplated herein between the CITY and the CONSULTANT. Accordingly, the Consultant, Rutledge, Ecenia, Purnell, ~~& Hoffman,~~ P.A., shall assume the primary responsibility for the coordination and performance of the CONSULTANT pursuant to its obligations under this Agreement.

2. OBLIGATIONS OF THE CITY MIAMI BEACH

A. The CITY will contract with the CONSULTANT for a period of two years.

B. The basic agreement in regard to the 2009 Session of the Florida Legislature will be for **$107,254.92** per year. Payments will be in advance in equal monthly installments of **$8,937.91** payable immediately upon execution of this Agreement. Year two of the Agreement will be for the base of $107,000 per year, plus any adjustment each year based on the Consumer Price Index for all Urban Consumers, U.S. City Average (CPI-U).

C. The CITY will supply the CONSULTANT with the names of persons other than the Mayor and City Commission, the City Manager and the City Attorney who are authorized to request services from the CONSULTANT and the person(s) to which the CONSULTANT should respond regarding specific

issues.

3. TERM OF AGREEMENT

This Agreement shall take effect on the **1st** day of **October, 2008,** and shall terminate on the **30th** day of **September, 2010**. The Agreement may be extended for two (2) additional two year terms each, upon the same terms and conditions herein, at the sole discretion of the City.

4. TERMINATION OF AGREEMENT

The CITY retains the right to terminate this Agreement at any time prior to the completion of the WORK without penalty to the CITY. In that event, notice of this termination shall be in writing to the CONSULTANT who shall be paid for all work performed prior to the date of the receipt of the notice of termination. In no case, however, will the CITY pay the CONSULTANT an amount in excess of the total annual sum provided by this Agreement, less any sums actually paid to CONSULTANT. It is hereby understood by and between the CITY and the CONSULTANT that any payment made in accordance with this Section to the CONSULTANT shall be made only if said CONSULTANT is not in default under the terms of this Agreement, in which event (default) the CITY shall, in no way, be obligated and shall not pay to the CONSULTANT any sum whatsoever.

5. AWARD OF AGREEMENT

The CONSULTANT warrants that it has not employed or retained any company or persons to solicit or secure this Agreement and that it has not offered to pay, any person or company any fee, commission, percentage, brokerage fee, or gifts of any kind contingent or resulting from the award of making this Agreement.

The CONSULTANT is aware of the conflict of interest laws in the City of Miami Beach, Miami-Dade County, Florida, and the Florida Statutes, and agrees that they will fully comply in all respects with the terms of said laws.

6. CONSTRUCTION OF AGREEMENT

The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes, and case laws of the State of Florida.

7. AUDIT RIGHTS

The CITY reserves the right to audit the records of the CONSULTANT at any time during the Term of this Agreement and for a period of one year after final payment

is made under this Agreement.

8. **INDEMNIFICATION**

The CONSULTANT shall defend, indemnify and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the CONSULTANT'S activities under this Agreement, including all other acts or omissions to act on the part of the CONSULTANT or any of them, including any person acting for or on his or their behalf.

9. **CONFLICT OF INTEREST**

The CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any conflicting personal financial interest, direct or indirect, in this Agreement. The CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of the CONSULTANT or its employees, must be disclosed, in writing, to the CITY. The CONSULTANT, in performance of this Agreement, shall be subject of any more restrictive law and/or guidelines regarding conflict of interest promulgated by federal, state or local governments.

10. INDEPENDENT CONTRACTOR

It is agreed that the CONSULTANT and its employees and agents shall be deemed to be an independent contractor, and not an agent or employee of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinance of the CITY, or any rights generally afforded classified or unclassified employees; further, he/she shall not be deemed entitled to Florida Worker's Compensation benefits as an employee of the CITY.

11. LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on CITY'S liability for any cause of action for money damages due to an alleged breach by the CITY of this Agreement, so that its liability for any such breach never exceeds the sum of **$107,000,** less any sums paid to CONSULTANT pursuant to this agreement. CONSULTANT hereby expresses its willingness to enter into this Agreement with CONSULTANT'S recovery from THE CITY for any damage action for breach of contract to be limited to a maximum amount of **$107,000** which amount shall be reduced by any amounts actually paid by the CITY to CONSULTANT pursuant to this Agreement, for any action or claim for breach of contract arising out of the performance or nonperformance of any obligations

imposed upon the CITY by this Agreement.

Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the CITY'S liability as set forth in , Section 768.28 Florida Statutes.

Any litigation which arises out of this Agreement shall take place in the Court of Appropriate Jurisdiction in Dade County, Florida.

IN WITNESSETH WHEREOF, the parties hereto have caused these presents to be executed by the respective officials thereunto duly authorized this day and year first written above.

ATTEST:

Robert Parcher, City Clerk

THE CITY OF MIAMI BEACH, FLORIDA

Matti Herrera Bower, Mayor

[If incorporated sign below]

ATTEST:

(~~Secretary~~) Witness

(Corporate Seal)

GOMEZ BARKER ASSOCIATES, INC.

By: Fausto Gomez, President

2nd day of December, 2008

ATTEST:

(~~Secretary~~) Witness

(Corporate Seal)

ROBERT M. LEVY & ASSOCIATES, INC.

By: Robert M. Levy, President

5 day of December, 2008

[If incorporated sign below]

WITNESSES:

(SECRETARY)

(Corporate Seal)

RUTLEDGE, ECENIA, ET. AL, P.A.

Rutledge, Ecenia, Et. Al., P.A.

By: Gary R. Rutledge, President

1st day of December, 2008

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney 11/25/08 Date

RESOLUTION NO. 2008-26875

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 27-07/08 FOR THE PROVISION OF GOVERNMENTAL CONSULTING SERVICES IN TALLAHASSEE, FLORIDA; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH RUTLEDGE, ECENIA & PURNELL. P.A., GOMEZ BARKER ASSOCIATES, INC., AND ROBERT M. LEVY ASSOCIATES, INC.; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON THE COMPLETION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, at its May 14, 2008 meeting, the Mayor and City Commission authorized the Administration to issue an RFQ for the provision of governmental consulting services in Tallahassee, Florida; and

WHEREAS, as the cost to the City for the consulting fees became part of the evaluation criteria at the meeting, the Administration deemed that a Request for Proposals (RFP) was more appropriate than the issuance of an RFQ (which does not utilize cost or pricing as a criteria); and

WHEREAS, on May 23, 2008, RFP No. 27-07/08 was issued, and the Procurement Division e-mailed the RFP to over fifty (50) firms or individuals, uploaded to RFPDepot.com, which sent notifications to over 1200 firms or individuals registered for applicable commodity codes pursuant to the scope of the RFP; 360 postcards were directly mailed by the Administration informing registered lobbyists in the State of Florida how to access the RFP; and

WHEREAS, on the specified RFP due date of June 24, 2008, the Procurement Division received responses from The Advocacy Group at Tew Cardenas LLC; Berger Singerman, P.A., Moorelations, Inc. and Mark Anderson; Inger M. Garcia, Esq., Beverly Kennedy & Associates, Inc. and Diversified Planning, Inc.; and Rutledge, Ecenia & Purnell, P.A., Gomez Barker and Associates, Inc. and Robert M. Levy Associates, Inc.; and

WHEREAS, the Administration deemed the proposal submitted by Inger M. Garcia, Esq, et.al. as non-responsive, as it violated applicable law and did not provide an all-inclusive annual cost proposal to the City for the initial two year term, as was required by the RFP; and

WHEREAS, pursuant to the Administration's ongoing due diligence during the proposal review process, both The Advocacy Group at Tew Cardenas LLC and Berger Singerman, P.A, et. al, were advised, in writing, that the successful proposer would be prohibited from lobbying the City on behalf of third parties (as prohibited in Section 2-485.2 of the Code) for the term of the contract; and

WHERAS, both firms were advised and required to acknowledge that they would have to refrain from lobbying activities before the City, if awarded the contract; and

WHEREAS, The Advocacy Group at Tew Cardenas voluntarily withdrew its proposal from consideration; and

WHEREAS, as the City did not receive an acknowledgement from Berger Singerman by the date required in the City's letter, its proposal was also subsequently disqualified; and

WHEREAS, on August 15, 2008, the City Manager via Letter to Commission No. 208-2008, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

Judy Hoanshelt, Grants Manager– CMB;
Miguel Del Campillo – Miami Beach Housing Authority;
Wendy Kallergis – Miami Beach Chamber of Commerce;
Joe Gato – Resident and Graduate of the Miami Beach Leadership Academy;
Peter Savineau – Resident and Graduate of the Miami Beach Leadership Academy ;
Amy Atkins – Resident and Graduate of the Miami Beach Leadership Academy;
Carlos Aguiles – Resident and Graduate of the Miami Beach Leadership Academy; and

WHEREAS, the Committee convened on August 27, 2008, and was provided with an overview of the RFP, information relative to the City's Cone of Silence Ordinance and the Government in the Sunshine Law; and

WHEREAS, the Committee listened to a presentation and participated in a question and answer session with principals from Rutledge, Ecenia & Purnell, P.A., Gomez Barker and Associates, Inc. and Robert M. Levy Associates, Inc.; and

WHEREAS, the Committee unanimously recommended entering into a new agreement with Rutledge, Ecenia & Purnell, P.A., Gomez Barker and Associates, Inc. and Robert M. Levy Associates, Inc.; and

WHEREAS, the City Manager concurs with the Committee's recommendation.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager pursuant to Request for Proposals (RFP) No. 27-07/08 for Governmental Consulting Services in Tallahassee, Florida; and authorize the Administration to enter into negotiations with Rutledge, Ecenia & Purnell, P.A., Gomez Barker and Associates, Inc. and Robert M. Levy Associates, Inc.; and further authorize the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED this 10th **day of** September**, 2008.**

ATTEST:

CITY CLERK
Robert Parcher

MAYOR
Matti Herrera Bower

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 9/4/08 Date

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Ed Tobin, Commissioner

DATE: December 2nd, 2013

SUBJECT: Agenda item for December 11th, 2013 City Commission Meeting

Please place on the December 11th City Commission Meeting a discussion and referral to Land Use and Development Committee regarding The Betsy/Carlton Hotel renovation and possibility of an air rights easement and green alley.

If you have any questions please do not hesitate to call our office.

Best Regards,

Dessiree Kane
on behalf of Commissioner Ed Tobin

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Ed Tobin, Commissioner

DATE: December 2nd, 2013

SUBJECT: Agenda item for December 11th, 2013 City Commission Meeting

The SOFNA Board has asked that I place on the December 11th City Commission Meeting a discussion regarding the City's Design for New Median On South Pointe Drive. This matter was not reached at the October City Commission Meeting.

Attached please find an email and photos from SOFNA.

If you have any questions please do not hesitate to call our office.

Best Regards,

Dessiree Kane
on behalf of Commissioner Ed Tobin

Kane, Dessiree

From: Ronald Starkman [rpstarkman@gmail.com]
Sent: Tuesday, December 03, 2013 10:15 AM
To: Kane, Dessiree; Tobin, Ed
Subject: Agenda Item for South Pointe Drive Median
Attachments: fwdphotosforagendaitemr9t.zip

Desiree:

Below is an excerpt for the SOFNA letter to commissioners on this issue. Also attached are the following photographs:

Photo 1: Example of a good median design. Washington Avenue & South Pointe Drive in front of Joe's.

Photo 2: Aerial view of new narrow median on South Pointe Drive between Collins and Ocean Drive. Median between Collins and Washington is similar.

Photo 3: Ground level view of median on South Pointe Drive between Collins and Ocean Drive.

Photo 4: Median on Washington Ave between South Pointe Drive and South Pointe Park entrance. Something needs to be done to hide pump station above ground structures.

SOFNA Resolution regarding South Pointe Drive Medians

After consulting the community at a public meeting, the South of Fifth Neighborhood Association strongly requests that the City immediately desist from its current effort to re-configure South Pointe Drive and to instead implement a single shared bike lane along South Pointe Drive. The current roadway reconfiguration has appreciably degraded one our neighborhood's main thoroughfares and as a result has engendered considerable community dissatisfaction, coupled with many requests urging SOFNA to ask the city for a thorough reevaluation. By eliminating the previously wide landscaped median in order to introduce two bike lanes - given that bike lanes are available only a block away in South Pointe Park - seems both unnecessary and destructive. We urge your full support as you provided in the good redesign decisions you helped to implement in the case of the Alton Road reconstruction project.

COMMENT: CIP advised SOFNA that the narrowing of the South Pointe Drive median to accommodate dedicated bike lanes, and the presence of a water main close to the street's surface, will prevent the replacement of the tall coconut palms that were removed during the installation of the storm sewer system. Given this section of South Pointe Drive has four lanes with very little vehicular traffic, a shared auto-bike lane or "sharrow" is more than sufficient for safe biking and would have the additional benefit of the wider median with the restoration of the coconut palms. Bikers also have available the nearby Bay/Beachwalk in South Pointe Park as an alternate route. **We request the commission vote to amend the Greenway Master Plan as soon as possible to redesign the bike path.** In addition, please note that the median on Washington Avenue and South Pointe Drive, at the entrance of South Pointe Park, has been significantly degraded with the removal of the royal palms and the addition of pump station structures. **We ask that the Commission hire a professional designer to improve the appearance of the main entrance to the $28 million SPP.**

Photos from SOFNA

Photo 1

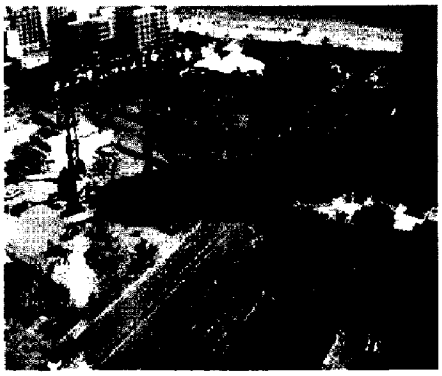


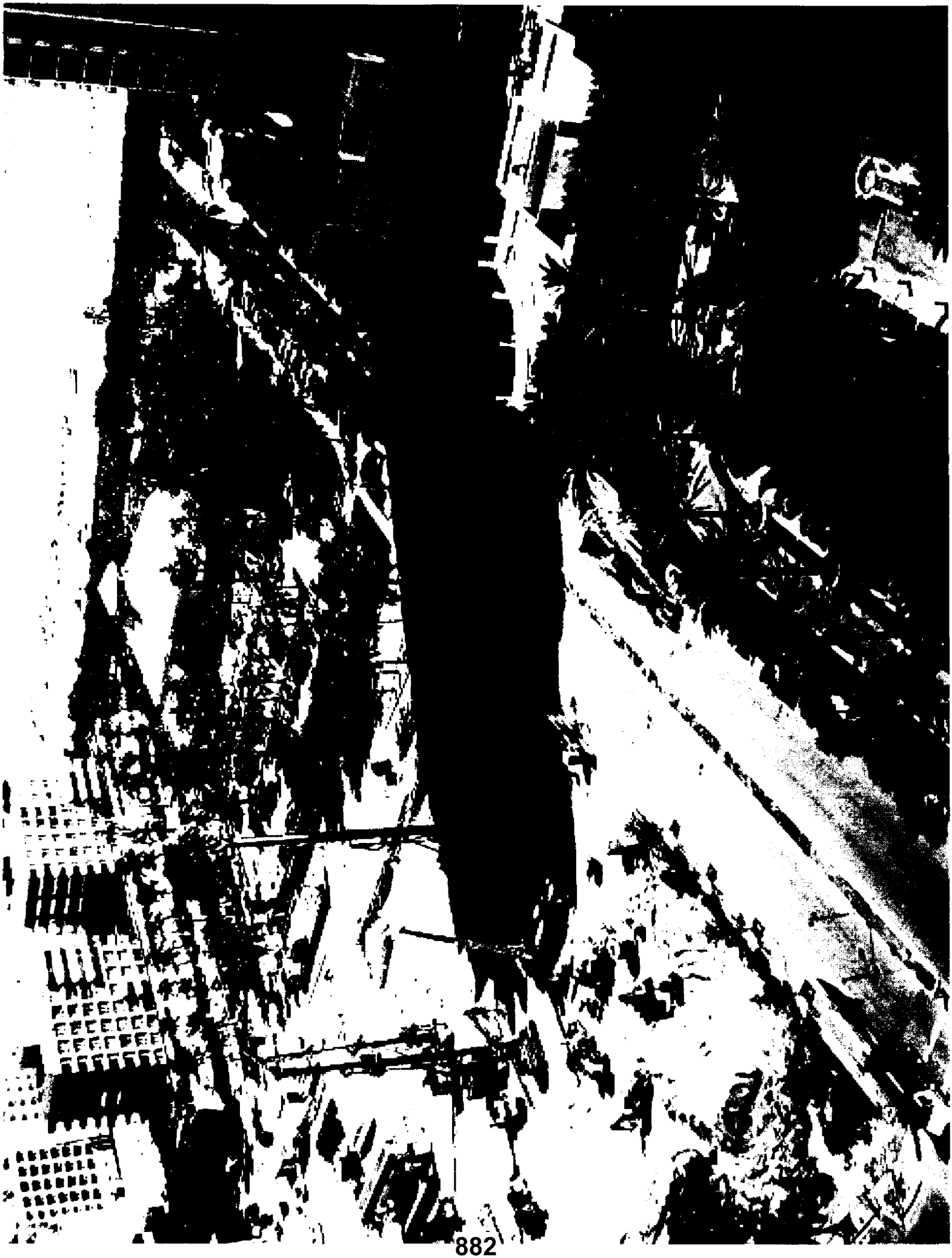
Photo 2

Photo 3

Photo 4

3/3

STOP



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R9 - New Business and Commission Requests

R9I Discussion Of The Charter Review And Revision Board's Recommendations Regarding Amendments To The City Charter.

(City Clerk's Office)

(Memo to be Submitted in Supplemental following Charter Review Meeting of December 4, 2013)

Agenda Item R9I
Date 12-17-13

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Michael C. Grieco, Commissioner

DATE: December 4th, 2013

SUBJECT: Agenda item for December 11th, 2013 City Commission Meeting

Please place on the December 11th City Commission Meeting a discussion regarding the South Pointe Elementary grant request for safe schools via Stanley Security.

If you have any questions please do not hesitate to call our office.

Best Regards,

Danila Bonini
on behalf of Commissioner Michael C. Grieco

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R9 - New Business and Commission Requests

R9K Discussion And Update Regarding The School Nurse Initiative Program And How The City Can Maintain It Going Forward.
(Requested By Commissioner Micky Steinberg)

Agenda Item R9K
Date 12-11-13

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R9 - New Business and Commission Requests

R9L Status Update And Report Outlining The Actions Taken By The City In The Last 12 Months To Implement Anti-Corruption Initiatives.
(Requested By Commissioner Micky Steinberg)

Agenda Item R9L
Date 12-11-13

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Ed Tobin, Commissioner

DATE: December 2nd, 2013

SUBJECT: Agenda item for December 11th, 2013 City Commission Meeting

Please place on the December 11th City Commission Meeting a discussion regarding the drainage improvements for Upper North Bay Road.

Attached please find an email for your reference.

If you have any questions please do not hesitate to call our office.

Best Regards,

Dessiree Kane
on behalf of Commissioner Ed Tobin

Kane, Dessiree

From: Edward Tobin [ed@edtobin.com]
Sent: Tuesday, December 03, 2013 1:59 PM
To: Kane, Dessiree
Cc: Philip Levine; Morales, Jimmy; Dessiree Kane; Mowry, Bruce; Taxis, Mark; Carpenter, Eric
Subject: Re: Flooding North Bay 51Street

Desi
Please place drainage improvements upper north bay rd on Dec. agenda for discussion.
I would like to include a discussion of the substantially completed design done 2 years ago as well as the peer review of those plans by Schwebke more than a year ago commenting on the inadequacy of the plan. Lets also discuss how we can possibly be 2 years out.
Respectfully
Ed

Edward L. Tobin Esq.

On Dec 2, 2013, at 11:11 PM, "Carpenter, Eric" <EricCarpenter@miamibeachfl.gov> wrote:

> Commissioner Tobin,
>
> Mr. Taxis mentioned this to me today. I will check on this specific location but there are not backflow preventers currently at many locations along Upper North Bay Rd. We have been using plugs and vacuum trucks in the interim to minimize the amount of damage due to extreme tides but this is not a good long term solution. We have designed a number of backflow prevention structures in this area and we are trying to get them out to construction ahead of the neighborhood improvements which seem to be about two years out.
>
> We have been working with several of the residents in this area trying to identify quick fixes but the existing grades are going to continue to be problems until backflow preventers and pump stations are installed. The water issues are further compounded by the loss of swale areas due to encroachments and curbing installed where it should not be. We will continue to push the simpler solutions that can be done ahead of the neighborhood improvement with the understanding that the final solution will be achieved with the pumping systems installed as part of the redesign of the entire system. I hope this information is helpful.
>
> Respectfully,
>
> Eric
>
> Sent from my iPhone
>
> On Dec 2, 2013, at 9:27 AM, "Edward Tobin" <ed@edtobin.com> wrote:
>
>> Eric
>> I think the contractor may NOT have installed a back flow preventer on the 51 street and North Bay job.
>> We had a constituent complaint we forwarded to your department regarding dead grass due to sea water back flow in the middle of the 51 street block.
>>
>> Can you please check outfalls along North Bay Rd.
>> In particular the residents on 60th and North Bay have been complaining for a couple of years regarding flooding. Please check whether their problem may also a be simple fix.
>> Respectfully
>> Ed

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MIAMIBEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jimmy Morales, City Manager

FROM: Ed Tobin, Commissioner

DATE: December 2nd, 2013

SUBJECT: Agenda item for December 11th, 2013 City Commission Meeting

Please place on the December 11th City Commission Meeting a discussion regarding an update for programmatic plan for renovation and expansion of the Wolfsonian-FIU Museum specifically; what is the master plan? How is the 10 million dollars from Miami Dade County being allocated on Miami Beach? How the $150,000 donation from the City of Miami Beach is being spent? Is this in compliance with all other city conditions.

Attached please find an email with after action from the September 27th City Commission Meeting.

If you have any questions please do not hesitate to call our office.

Best Regards,

Dessiree Kane
on behalf of Commissioner Ed Tobin

ET/dk

Kane, Dessiree

From: Cardillo, Lilia
Sent: Wednesday, November 20, 2013 11:18 AM
To: Kane, Dessiree
Subject: PER YOUR REQUEST

Clerk's Ref: # 917
Grant Agreement Between The city of Miami Beach Florida (City) and the Florida International University Board of Trustees For the Benefit of the Wolfsonian-FIU (Grantee) For Development of a Programmatic Plan for the Renovation and Expansion of the Wolfsonian-FIU. (Original kept with resolution 2012-28018) Grant amount: $150,000.00.

SEPTEMBER 27, 2012 COMMISSION MEETING
6:07:57 p.m.
R7D A Resolution Adopting Fiscal Year (FY) 2012/13 Budgets For Special Revenue Funds For Resort Tax; The 7th Street Parking Garage Operations; The 5th & Alton Parking Garage Operations; Art In Public Places (AiPP), Tourism And Hospitality Scholarship Program, Green/Sustainability Funds, Waste Hauler Additional Services And Public Benefit Funds, Education Compact Funds, Red Light Camera Funds, And Emergency 911 Funds.
(Budget & Performance Improvement)
ACTION: Resolution 2012-28018 adopted as amended. Motion made by Commissioner Wolfson; seconded by Commissioner Libbin; Voice vote: 6-0; Absent: Vice-Mayor Exposito. Kathie G. Brooks to handle.

Amendment
1) Add language to the agreement that the facility will be made more accessible to the public
2) That the $10 million be spent within Miami Beach.
End

Kathie G. Brooks, Interim City Manager, introduced the item.

Commissioner Tobin informed that he had met with Cathy Leff, Director of The Wolfsonian Museum, and she assured him, and is in the audience to confirm, that the $10 million from Miami-Dade County will be used to make the Wolfsonian on Washington Avenue more accessible to the public. He asked the City Attorney to draft an item so that the City is assured that the $150,000 that the City is giving for the planning, as well as the $10 million The Wolfsonian is also receiving from Miami-Dade County is to be used to make that facility more accessible. City Attorney's Office to handle.

Discussion held.

Jorge Gomez, Assistant City Manager, clarified that the $10 million capital bonds the Wolfsonian is getting from the County is to be spent in Miami Beach, and the main goal is to create (with funds from the City of Miami Beach) the facilities master plan so that they can increase the size of the public exhibition space in The Wolfsonian.

Jose Smith, City Attorney, thought that the concern expressed at Finance committee was whether the $75,000 or $150,000 was necessary in order to obtain the $10 million from the County.

Commissioner Tobin explained that in corresponding with the County's Cultural Arts Department he was informed that plans are underway, and that there is $1.7 million allocated for soft costs out of the $10 million, so the $150,000 is not necessary, and could come from the Wolfsonian itself. He thinks the Wolfsonian needs to be made into more of a public

2/3

amenity; however, he is satisfied if there is a tight agreement in place that $10 million will be spent on making that facility more accessible to the public.

Jose Smith, City Attorney, clarified that the two conditions the City is asking are: 1) add language to the agreement that the facility is to be more accessible to the public, and 2) that the $10 million be spent within Miami Beach.

Discussion held.

Commissioner Libbin asked Ms. Leff if the bonds have actually been sold already.

Ms. Cathy Leff, Director, The Wolfsonian Museum, explained that the money will not be available until September 2013, so there might be funds for bonds already sold that could be used for the project. She clarified that they are eligible to apply for the funds in September 2013.

Discussion continued.

Commissioner Libbin stated that the goal in mind was to have a great project for $10 million and helping to address sorely needed improvements in the Washington Avenue vicinity, and he hopes this project will be a catalyst to other owners on Washington Avenue to make improvements.

Ms. Leff explained that some of the money might be spent in the annex, and she did not want everyone to think it will be only spent on 10th Avenue, but the idea is to turn the 10th Avenue into a more much publicly accessible place and it will be a great catalyst for Washington Avenue.

Discussion continued.

Commissioner Weithorn asked the Administration if administrative expenses including administrative fees, if those are transferred to Internal Service Funds.

Kathie G. Brooks, Interim City Manager, explained that those are transferred to the General Fund for administrative support provided by the City Manager's Office and other departments.

Commissioner Weithorn asked about the Special Events Goodwill Ambassador for $2.8 million.

Ms. Brooks explained that those funds are for Memorial Day, Spring Break, New Year's Eve, Fourth of July, and include staffing by police and fire, which are primarily overtime dollars, rental and/or security contracts, etc.

Commissioner Weithorn requested a detailed by event list. Kathie G. Brooks to handle.

City Clerk's Note: Grant Agreement between CMB and FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES for the benefit of the Wolfsonian-FIU dated July 26, 2013, executed July 26, 2013.
ENTERED BY REG/LH 10/29/13

MIAMI**BEACH**
Lilia Cardillo, *Agenda Coordinator*
OFFICE OF THE CITY CLERK
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7411 / Fax: 786-394-4139 / ext. 6780 www.miamibeachfl.gov

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

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R10

MIAMI BEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jose Smith, City Attorney

DATE: December 11, 2013

SUBJECT: **City Attorney's Status Report**

LAWSUITS FILED BY OR AGAINST THE CITY OF MIAMI BEACH SINCE THE LAST REPORT

1. Elise Fable vs. Nicolas Brocherie, et al., Case No. 13-32166 CA 04 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action for Declaratory Relief, Conversion and Fraud in connection with the purchase and development of real property located 350 Meridian Avenue, Miami Beach, Florida. The Summons and Complaint were served on the City on October 8, 2013.

   The allegations as to the City pertain to the Historic Preservation Board Order rendered on June 12, 2012. The Plaintiff asserts that this Order was obtained fraudulently.

   The City's Answer and Affirmative Defenses was filed on October 30, 2013.

2. Deutsche Bank National Trust Company vs. Mary M. Davis, et al., Case No. 13-28274 CA 22 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located 1277 NW 44 Street, Miami, Florida. The Summons and Complaint were served on the City on October 3, 2013.

   The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on October 14, 2013.

3. Rod Eisenberg, and Eisenberg Development Corp., a Florida Corporation, d/b/a Sadigo Court Apartment Hotel v. City of Miami Beach Case No. 13-CV-23620-CMA United States District Court for the Southern District of Florida

   This case is the latest in a series of multiple filings in different administrative and court venues by Plaintiff. The matter involves a challenge to the Fire Marshal's cease and desist and interpretation that the property, which is being illegally operated as a hotel, requires a change of occupancy and change of use. This claim alleges first amendment and due process claims. The matter has been successfully litigated in various administrative venues. In addition, the City prevailed against two actions for temporary injunctive relief and an appeal to the Third District Court of Appeal. A motion to dismiss was recently filed as to all counts of this complaint.

Agenda Item R10A
Date 12-11-13

4. Onewest Bank, F.S.B. vs. Phyllis N. Gillespie, et al., Case No. 13-30949 CA 09 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located 800 West Avenue, Unit 540, Miami Beach, Florida. The Summons and Complaint were served on the City on October 18, 2013.

   The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on October 21, 2013.

5. Bank of Amercia, N.A. vs. Jody Allen Rydell, et al., Case No. 13-30418 CA 42 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located 736 Lenox Avenue, Unit B6, Miami Beach, Florida. The Summons and Complaint were served on the City on October 18, 2013.

   The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on October 21, 2013.

6. JPMorgan Chase Bank, N.A. vs. Rivkah Leah Meiteles, et al., Case No. 13-31855 CA 22 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located 5401 Collins Avenue, Unit 1119, Miami Beach, Florida. The Summons and Complaint were served on the City on October 18, 2013.

   The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on October 21, 2013.

7. Christopher Giustino v. City of Miami Beach, Case # 13-31638 CA 09 (Circuit Court – 11th Judicial Circuit in and for Miami Dade County).

   The City was served with this complaint on October 22, 2013 alleging that on November 3, 2011, the plaintiff, Christopher Giustino, was attempting to cross the walkway at the corner of 10th Street and West Avenue in Miami Beach, while utilizing a wheeled mobility assistive device that required him to place one knee on the device and to 'scoot" around a blocked access area on the paved walkway because the pavers were uneven. The plaintiff attempted to 'scoot' around the blocked off area and unbeknown to him; there were additional uneven and unleveled brick pavers outside of the area that the City of Miami Beach had blocked off. When plaintiff attempted to "scoot" along the walkway located at the corner of 10th Street and West Avenue on Miami Beach, Florida on November 3, 2011, his wheel chair got caught/stuck upon an unleveled brick paver, and plaintiff was catapulted to the ground suffering injuries and damages.

   The plaintiff is also suing for violation of Chapter 119, Florida Statutes on account of the fact that the plaintiff made a public record request on or about May 15, 2013 to the City's department of public works for documents and materials related to the paved walkway at the southeast corner of the intersection of 10th Street and West Avenue (near the

Starbucks), Miami Beach, Florida 33139 from May 1, 2011 to May 1, 2012., which the City did not respond to. We shall file our answer to plaintiff complaint and the accompanying public record violation claim and propound discovery to the plaintiff.

8. Deutsche Bank National Trust Company vs. Robert Kelly McCammon, William Holly, et al., Case No. 13-32371 CA 02 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located 829 4th Street, Miami Beach, Florida. The Summons and Verified Complaint were served on the City on October 25, 2013.

   The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on October 30, 2013.

9. Deutsche Bank National Trust Company vs. Sumaira Tennant, et al., Case No. 13-32514 CA 11 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

   This is an action to foreclose a mortgage on real property located 800 West Avenue, Unit 201, Miami Beach, Florida. The Summons and Verified Complaint were served on the City on October 29, 2013.

   The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on October 30, 2013.

10. JPMorgan Chase National Bank vs. Alberto J. Rodriguez et al., Case No. 13-32412 CA 27 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

    This is an action to foreclose a mortgage on real property located 3000 Coral Way, Unit 401, Miami, Florida. The Summons and Verified Complaint were served on the City on October 30, 2013.

    The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on November 4, 2013.

11. Aracaro, LLC vs. Castle Beach Club Condominium Association, Inc., et al., Case No. 13-33381 CA 02 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

    This is an action to quiet title on real property located 5445 Collins Avenue, Unit 1633, Miami Beach, Florida. The Summons and Complaint were served on the City on October 29, 2013.

    The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on October 31, 2013.

12. Green Tree Servicing LLC vs. Paesly Benaza, et al., Case No. 13-32000 CA 08 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

    This is an action to foreclosure sale on real property located 710 Washington Avenue, Unit 519, Miami Beach, Florida. The Summons and Verified Complaint were served on the City on November 4, 2013.

    The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on November 5, 2013.

13. Mercantil Commercebank, National Association vs. Paul Collins, et al., Case No. 13-19451 CA 42 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

    This is an action to foreclose a mortgage on real property located 1323 NE 104 Street, Miami Springs, Florida. The Summons and Verified Complaint were served on the City on November 4, 2013.

    The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on November 5, 2013.

14. Deutsche Bank National Trust Company vs. Frank Cousins et al., Case No. 13-31309 CA 59 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

    This is an action to foreclose a mortgage on real property located 1619 Jefferson Avenue, Unit 15, Miami Beach, Florida. The Summons and Verified Complaint were served on the City on November 5, 2013.

    The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on November 12, 2013.

15. Nationstar Mortgage LLC vs. Sean Kelly, et al., Case No. 13-33433 CA 23 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

    This is an action to foreclose a mortgage on real property located 800 West Avenue, Unit 905, Miami Beach, Florida. The Summons and Verified Complaint were served on the City on November 5, 2013.

    The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on November 12, 2013.

16. JPMorgan Chase Bank, N.A. vs. Elba Del Sol, et al., Case No. 13-33101 CA 23 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

    This is an action to foreclose a mortgage on real property located 3025 Indian Creek Drive, Unit 307, Miami Beach, Florida. The Summons and Verified Complaint were served on the City on November 5, 2013.

    The City's Answer and Affirmative Defense, asserting priority for any special

assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on November 12, 2013.

17. Wells Fargo Bank, N.A. vs. Heilo Bailer, et al., Case No. 08-76184 CA 59 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

    This is an action to foreclose a mortgage on real property located 325 Collins Avenue, Unit 3-I, Miami Beach, Florida. The Summons and Verified Amended Complaint were served on the City on November 12, 2013.

    The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on November 20, 2013.

18. Heartwood 47, LLC vs. Joel Gonzalez, et al., Case No. 13-33797 CA 11 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

    This is an action to foreclose a mortgage on real property located 800 West Avenue, Unit 842, Miami Beach, Florida. The Summons and Complaint were served on the City on November 13, 2013.

    The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes was filed on November 20, 2013.

19. Judith Gazzoni v. City of Miami Beach, Case # 13-034347 CA 32 (Circuit Court – 11th Judicial Circuit in and for Miami Dade County).

    The City was served with this complaint on November 15, 2013 alleging that on November 4, 2010, the plaintiff, Judith Gazzoni, while walking on the sidewalk at 71st Street and Collins Avenue tripped and fell allegedly due to the dangerous condition of the sidewalk which was broken and was not leveled and allegedly caused plaintiff to fall. We shall file our answer and propound discovery to the plaintiff.

20. Wells Fargo Bank, National Association vs. Mauricio Holguin, et al., Case No. 13-34017 CA 04 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

    This is an action to foreclose a mortgage on real property located 320 80th Street, Unit 6, Miami Beach, Florida. The Summons and Verified Complaint were served on the City on November 20, 2013.

    The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes will be timely filed.

21. Wells Fargo Bank, National Association vs. Aleida Lugo, et al., Case No. 13-21689 CA 04 (Circuit Court – 11th Judicial Circuit in and for Miami-Dade County, Florida)

    This is an action to foreclose a mortgage on real property located 5445 Collins Avenue, Unit 610, Miami Beach, Florida. The Summons and Complaint were served on the City on November 22, 2013.

The City's Answer and Affirmative Defense, asserting priority for any special assessments, including, but not limited to, utility water and sewer services, demolition or board-up liens, and resort taxes will be timely filed.

JS/EB/RMH/SR/lr
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1. Reports and Informational Items (see LTC 426-2013)

Agenda Item 1.
Date 12-11-13

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MIAMIBEACH

OFFICE OF THE CITY MANAGER

NO. LTC # 415-2013

LETTER TO COMMISSION

RECEIVED 2013 NOV 26 AM 10: 25 CITY CLERK'S OFFICE

To: Mayor Philip Levine and Members of the City Commission

From: Jimmy L. Morales, City Manager

Date: November 22, 2013

Subject: List of Projects Covered by the Cone of Silence Ordinance

In an effort to disseminate information to elected officials and City staff relative to projects that are covered by the requirements of the City's Cone of Silence Ordinance, following please find a list of all current solicitations (i.e., Invitation for Bids ("Bids"), Request for Proposals (RFPs), and Request for Qualifications (RFQs), that to date are covered by said ordinance. Please note that the Cone of Silence is in effect from the date the solicitation is advertised as indicated below, through date of award by City Commission.

Document Number	Date Advertised and Issued	Document Title	Department
2012-014-RFP-ME	1/17/2012	A Public-Private Development In Miami Beach On North Lincoln Lane, Between Alton Road And Meridian Avenue, Including City-Owned Parking Lot #25 On 17th Street And Lenox Avenue, Parking Lot #26 On North Lincoln Lane, Between Lenox Avenue And Michigan Avenue, And Parking Lot #27 On North Lincoln Lane Between Jefferson Avenue And Meridian Avenue	City Manager's Office
2013-001-RFP-ME	12/24/2012	Unarmed Security Guard Services	Citywide
2013-064-RFP-LR	2/22/2013	Audit Services For An Audit of The City's Capital Improvement Projects Administered By the City's Capital Improvement Projects Office And Other City Departments	OBPI
2013-069-ITB-MF	8/27/2013	Elevator Maintenance	PW-Property Management
2013-113-ITB-LR	8/22/2013	Emergency Repairs for Water, Sewer and Storm Water Pipe Breaks	Public Works
2013-157 RFP-LR	4/24/2013	Gymnastic Program Instruction Services	Parks and Recreation
2013-171-ITB-TC	5/23/2013	Playground Fence at South Pointe Park	Parks and Recreation
2013-178-RFQ-ME	11/22/2013	Solid Waste Franchise Contractors to Provide Commercial Waste Collections and Disposal Services	Public Works-Sanitation
2013-185-RFP-LR	5/9/2013	P25 Mobile Radio System Consulting Services	IT

Agenda Item 2.

Date 12-11-13

Document Number	Date Advertised and Issued	Document Title	Department
2013-228-RFP-ME	10/18/2013	Emergency Shelter Bed to Serve Homeless Population	Office of Community Services
2013-269-ITB-ME	6/7/2013	Janitorial Services	PW-Property Management
2013-305-RFP-TC	7/18/2013	Design/Build Services for Right-of-Way Infrastructure Improvement Program No. 8B Lower North Bay Road	CIP
2013-317-RFP-ME	8/19/2013	Management and Operations of the Street Markets	Tourism Culture Development
2013-373-ITB-MF	9/20/2013	Purchase of Polymer Meter Boxes and Covers	Public Works
2013-390-ITB-LR	11/1/2013	Pharmaceuticals and Medical Supplies	Fire Department
2013-405-ITB-LR	8/22/2013	Purchase and Delivery of DogiPot Junior Bag Dispensers and Biodegradable Litter Pickup Bags	Parks and Recreation
2013-454-RFQ-SR	Estimated Issuance 12/13/2013	Construction Manager At Risk Services For The Construction of Collins Park Place	CIP/Public Works
2014-001-RFP-MF	10/31/2013	Electronic Agenda System	City Clerk
2014-002-ITB-MF	10/11/2013	Armored Car Services	Citywide
2014-056-RFP-MF	Estimated Issuance 12/13/2013	Insurance Broker of Record for Property and Liability Insurance	Human Resource-Risk
2014-051-RFQ-SR	Estimated Issuance 12/13/2013	Sunset Island 3 and 4 Right -of-Way Infrastructure Improvements	CIP

Please note that ITBs, RFPs, and RFQs are being issued on a daily basis. Therefore, it is recommended that you or your staff view the list of projects on a regular basis.

Should you have any questions, or need additional information, please feel free to contact me.

C: Executive Staff and Management Team

JLM:KGB:AD

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MIAMIBEACH

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

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 11, 2013

SUBJECT: **REPORT FROM COMMISSION COMMITTEES OF WITHDRAWN ITEMS NOT HEARD WITHIN (6) SIX MONTHS FROM REFERRAL DATE.**

At the February 6, 2013 City Commission Meeting, Commissioner Jerry Libbin placed a referral to the Neighborhood/Community Affairs Committee (Item R9D) to discuss items that are referred to Commission Committees to be reviewed if not heard by that Committee within (6) six months of its referral dates. On February 19, 2013, the Neighborhood/Community Affairs Committee unanimously moved that pending referred items be removed if not heard after six months, with a report of withdrawn items on the monthly City Commission agenda.

On the March 13, 2013 Commission Meeting, the Commission passed Resolution No. 2013-28147, accepting the recommendation of the Neighborhood/Community Affairs Committee, automatically withdrawing items referred to City Commission Committees if not heard within six (6) months from its referral date, and recommending inclusion of a report in City Commission agenda transmitting a list of withdrawn items.

Finance & Citywide Projects Committee

The following item was automatically withdrawn:

1. Discussion Regarding Small Cells On Existing Poles.
   (Requested by Commissioner Michael Gongora/
   April 17, 2013 City Commission Meeting, Item C4I)

Land Use & Development Committee

The following items were automatically withdrawn:

1. Discussion Regarding FDOT's Recommendation Of The Undertaking Of A Study Concerning The Speed Limit On Alton Road.
   (Requested By Commissioner Michael Gongora/
   May 8, 2013 City Commission Meeting, Item C4C)

2. Alton Road Parking District No. 6 Traffic And Transportation.
   (Requested By City Commission/
   May 8, 2013 City Commission Meeting, Item R5J)

Agenda Item 3
Date 12-11-13

Neighborhood/Community Affairs Committee

There are no items to be automatically withdrawn at this time.

JML/reg

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Condensed Title:

A resolution setting the dates for the year 2014 Redevelopment Agency (RDA) meetings.

Key Intended Outcome Supported:

Supports multiple KIO's.

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

Item Summary/Recommendation:

The Mayor and City Commission also sit as the Redevelopment Agency Board, and schedule the Redevelopment Agency meetings to coincide with the City Commission meetings. Pursuant to the Miami Beach Redevelopment Agency By-Laws, the Redevelopment Agency (RDA) shall meet at such times as prescribed by resolution.

In preparing the RDA meeting calendar the Administration takes into consideration the following events: U.S. Conference of Mayors; Miami-Dade County Days; Art Basel; ICMA Conference; August recess; September to set the tentative/final millage and budget approval; November for election/runoff election meetings (if it is an election year); and Federal & Religious Holidays. Considering the above, it is difficult to always schedule meetings on the same Wednesday of the month.

In preparing the recommended meeting dates, the Administration set three goals: 1) schedule one RDA meeting and one alternate meeting a month, if possible; 2) schedule RDA meetings on Wednesdays; and 3) not to schedule RDA meetings during the month of August, while the Redevelopment Agency Board is in recess.

In order to make the City Commission/RDA Meetings more efficient and prevent residents from spending multiple hours waiting for a time certain item to be heard, Mayor Philip Levine is proposing that all presentations and awards be heard at a separate meeting. By placing all presentations and awards on the alternate meeting date, the regular City Commission/RDA meetings will start business on time, which will increase the likelihood that time certain agenda items are taken up at the time listed, or closely thereafter. Additionally, having a designated Presentations and Awards Commission Meeting will allow the City Commission an opportunity to properly acknowledge and show gratitude to those individuals or groups who have taken an active role in serving our community. If needed, the Presentations and Awards Commission Meeting may be utilized as a continuance for item not reached during the previous RDA Meeting.

The Administration recommends approving the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Rafael E. Granado, City Clerk

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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MIAMIBEACH

AGENDA ITEM 1A

DATE 12-11-13

MIAMIBEACH

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

REDEVELOPMENT AGENCY MEMORANDUM

TO: Chairperson Philip Levine and Members of the Redevelopment Agency

FROM: Jimmy L. Morales, Executive Director

DATE: December 11, 2013

SUBJECT: **A RESOLUTION OF THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), SETTING THE DATES FOR THE YEAR 2014 REDEVELOPMENT AGENCY MEETINGS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The Mayor and City Commission also sit as the Redevelopment Agency Board, and schedule the Redevelopment Agency meetings to coincide with the City Commission meetings. Pursuant to the Miami Beach Redevelopment Agency By-Laws, the Redevelopment Agency (RDA) shall meet at such times as prescribed by resolution.

In preparing the RDA/City Commission meeting calendar the Administration takes into consideration the following events: U.S. Conference of Mayors; Miami-Dade County Days; Art Basel; ICMA Conference; August recess; September to set the tentative/final millage and budget approval; November for election/runoff election meetings (if it is an election year); and Federal & Religious Holidays. Considering the above, it is difficult to always schedule meetings on the same Wednesday of the month.

In preparing the recommended meeting dates, the Administration set three goals: 1) schedule one RDA meeting and one alternate meeting a month, if possible; 2) schedule RDA meetings on Wednesdays; and 3) not schedule RDA meetings during the month of August, while the RDA is in recess.

It is recommended that the City Commission/RDA meetings be set as follows:

RDA Meetings		Alternate Meetings	
January 15	(Wednesday)	January 22	(Wednesday)
February 5	(Wednesday)	February 26	(Wednesday)
March 12	(Wednesday)	March 19	(Wednesday)
April 9	(Wednesday)	April 23	(Wednesday)
May 14	(Wednesday)	May 21	(Wednesday)
June 11	(Wednesday)	June 25	(Wednesday)
July 16	(Wednesday)	July 23	(Wednesday)
August - City Commission in recess		*August - City Commission in recess*	
September 10	(Wednesday)	September 17	(Wednesday)
October 22	(Wednesday)	October 29	(Wednesday)
November 19	(Wednesday)	November 26	(Wednesday)
December 17	(Wednesday)	December 18	(Thursday)

Note: The Miami Beach Annual Boat Show is scheduled for February 13-17 with move-in scheduled to start on February 7-12 and move-out scheduled on February 18-22, which creates significant parking and traffic challenges for the City Hall area.

The proposed 2014 calendar calls for 11 regularly scheduled RDA meetings, 11 alternate meetings, and an additional Special Budget RDA meeting to be scheduled at a later time in September.

In preparing the calendar, City-designated holidays and religious holidays were taken into consideration. Attachment "A" is a list of legal and religious holidays. Attachment "B" is a list of Jewish holidays.

In order to make the City Commission/RDA Meetings more efficient and prevent residents from spending multiple hours waiting for a time certain item to be heard, Mayor Philip Levine is proposing that all presentations and awards be heard at a separate meeting. By placing all presentations and awards on the alternate meeting date, the regular City Commission/RDA meetings will start business on time, which will increase the likelihood that time certain agenda items are taken up at the time listed, or closely thereafter. Additionally, having a designated Presentations and Awards Commission Meeting will allow the City Commission an opportunity to properly acknowledge and show gratitude to those individuals or groups who have taken an active role in serving our community. If needed, the Presentations and Awards Commission Meeting may be utilized as a continuance for item not reached during the previous RDA Meeting.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the proposed City RDA meeting dates and alternate dates for the year 2014.

JLM/REG/lc

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Attachment "A"

CITY OF MIAMI BEACH
LEGAL AND RELIGIOUS HOLIDAYS 2014

New Year's Day	Wednesday, January 1, 2014
Dr. Martin Luther King, Jr. Day	Monday, January 20, 2014
President's Day	Monday, February 17, 2014
Easter	Sunday, April 20, 2014
Memorial Day	Monday, May 26, 2014
Independence Day	Friday, July 4, 2014
Labor Day	Monday, September 1, 2014
Veterans Day	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 27, 2014
Day after Thanksgiving	Friday, November 28, 2014
Christmas	Thursday, December 25, 2014

Attachment "B"

JEWISH HOLIDAYS 2014

Tu B'Shevat	January 16
Ta'anit Esther	March 13
Purim	March 15-16 ***(work should be avoided)***
Shushan Purim	March 17
Passover	April 14-22 ***(work permitted <u>only</u> on April 17-18 & April 20)***
Second Passover	May 14
Lag B'Omer	May 18
Shavuot	June 3-5 ***(no work permitted)***
Fast of the 17th of Tammuz	July 15
Fast of Tish'a B'Av	August 4-5
The 15th of Av	August 11
Rosh Hashanah	September 24-26 ***(no work permitted)***
Fast of Gedaliah	September 28
Yom Kippur	October 3-4 ***(no work permitted)***
Sukkot	October 8-15 **(work permitted <u>only</u> October 12-15)**
Hoshanah Rabbah	October 15
Shemini Atzeret & Simchat Torah	October 15-17 ***(no work permitted)***
Chanukah	December 16-24

RESOLUTION TO BE SUBMITTED