



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: January 7, 2015

This shall serve as written notice that a meeting of the Finance and Citywide Projects Committee has been scheduled for January 7, 2015, at 2:00 P.M. in the Commission Chambers.

The agenda is as follows:

OLD BUSINESS

1. **Discussion regarding The Greater Miami Convention and Visitors Bureau Interlocal Agreement (March 5, 2014 Commission Item C4F)(188)**

Max Sklar – Tourism, Cultural and Economic Development Director

2. **Discussion regarding whether or not to pursue food and beverage concessions for Soundscape Park, Collins Park, and the Miami Beach Botanical Garden (May 21, 2014 Commission Item C4C)(194)**

Max Sklar – Tourism, Cultural and Economic Development Director

3. **Discussion regarding The Live Nation Management Agreement For The Jackie Gleason Theater (November 19, 2014 Commission Item C4F)(234)**

Max Sklar – Tourism, Cultural and Economic Development Director

4. **Discussion Regarding A Public Private Partnership For A Two-Story Parking Structure To Be Erected Over Both City Parking Lot P62 And A Private Parking Lot, On 42nd Street, Between Jefferson Street And Meridian Avenue (November 19, 2014 Commission Item C4K)(238)**

Saul Frances – Parking Director

5. **Discussion Regarding The Miami Beach Convention Center Booking Policy (November 19, 2014 Commission Item R9G)(240)**

Max Sklar – Tourism, Cultural and Economic Development Director

NEW BUSINESS

6. Discussion TO CONSIDER APPROVING AND AUTHORIZING THE RDA TO ENTER INTO A LEASE AGREEMENT BETWEEN THE MIAMI BEACH REDEVELOPMENT AGENCY (LANDLORD) AND MR. R SPORTS, INC. (TENANT), IN CONNECTION WITH THE USE OF SUITE “J” AT THE ANCHOR SHOPS, LOCATED AT 100 16TH STREET, SUITE NO. 5, MIAMI BEACH, FLORIDA (SPACE), FOR AN INITIAL TERM ENDING ON OCTOBER 1, 2015, WITH TWO (2) RENEWAL OPTION OF THREE (3) YEARS AND THREE (3) YEARS AND 364 DAYS RESPECTIVELY (242)

Max Sklar – Tourism, Cultural and Economic Development Director

ITEMS REFERRED AT DECEMBER 17, 2014 COMMISSION MEETING

7. Discussion Regarding City Manager Jimmy Morales' Letter Dated December 1, 2014 Regarding His Employment Contract (*December 17, 2014 Commission Item C4B*)(244)

Sylvia Crespo-Tabak – Human Resources Director

8. Discussion Regarding Entering Into An Employment Agreement With The City Clerk (*December 17, 2014 Commission Item C4C*)(245)

Sylvia Crespo-Tabak – Human Resources Director

9. Discussion Regarding Changes in Indexes Used For Reimbursement Of Travel Expenses (*December 17, 2014 Commission Item C4D*)(246)

John Woodruff – Budget and Performance Improvement Director

10. Discussion Regarding Partial Payments Of Annual And Sick Leave For Participants Of The Deferred Retirement Option Plan (DROP) (*December 17, 2014 Commission Item C4E*)(247)

Patricia Walker – Chief Financial Officer

Finance and Citywide Projects Committee Meetings for 2015:

February 2, 2015

April 8, 2015

May 13, 2015

June 3, 2015

July 1, 2015

August 12, 2015

September 4, 2015
October 5, 2015
November 4, 2015
December 7, 2015

PENDING ITEMS: REFER TO ATTACHMENT 1

PDW/rs/kd

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Cc. Mayor and Members of the City Commission
Management Team

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Discussion Item

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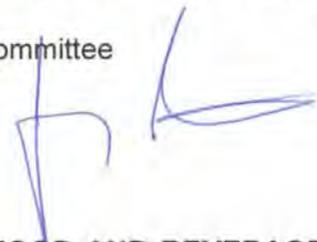


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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager 

DATE: January 7, 2015

SUBJECT: **A DISCUSSION REGARDING FOOD AND BEVERAGE CONCESSIONS FOR SOUNDSCAPE PARK, COLLINS PARK, AND THE MIAMI BEACH BOTANICAL GARDEN.**

BACKGROUND

Over the past few years the City has invested millions of dollars to create and improve Collins Park and SoundScape Park. The City and New World Symphony (NWS) successfully partnered to provide programming in SoundScape Park. The programming attracts thousands of people to view NWS Wallcasts™ and the City's SoundScape Cinema Series. The City has also worked with the Bass Museum to provide temporary public art and other sporadic Arts in the Parks Programs in Collins Park. However, there are significant periods of the time when these parks are fairly empty. That is because these parks offer nothing to attract nearby workers, visitors, or residents.

In mid-2014, the City Administration began discussing methods to better activate Collins Park and SoundScape Park during the day. Those discussions have included the Collins Park Neighborhood Association and New World Symphony to ensure their interests are preserved. The City is currently working with those entities to provide free yoga in Collins Park several days each week and to provide a consistent schedule of daytime music in SoundScape as just one method to attract more daytime use.

The Miami Beach Botanical Garden is another facility identified as an area that could benefit from more pedestrian activity. Visitors to the Garden frequently seek food and beverage options while in the facility, but currently only have vending machine options.

Concession contractors to provide food and beverage services to the public are another method that has been successfully used in most other cities to activate parks. A single well planned concessionaire can offer the public something to do, something to eat, and an opportunity to sit/relax amongst other people. More importantly, they contribute to safety or the feeling of safety. Well planned concessionaires can complement their surroundings while also adding to the richness of parks and the urban experience.

SOUNDSCAPE PARK

SoundScape Park is located at the SW corner of Washington Avenue and 17th Street and is widely considered to be the front door of the New World Center, which is home to New World Symphony. The park was designed with restrooms and a variety of shaded areas for seating, but lacks a fixed concession building. Because the park doesn't have a concession facility the City has initiated discussions with NWS to determine if their

exclusive cater, Thierry Catering and Event Design (Thierry Catering), could provide concession services in SoundScape. NWS and Thierry Catering expressed interest and developed a concept for review and consideration (Exhibit 1).

COLLINS PARK

Collins Park is located between 21 and 22 street on Collins Avenue and is considered the front door of the Bass Museum of Art. The Park used to also be the site of the Miami Beach Public Library. The library was demolished in 2005 and relocated to a new facility on 22nd street bordering Collins Park. The Rotunda, which is the former reading room of the library, was the only portion of the former structure to remain when the park and was renovated. However, the Rotunda renovation focused on the restoration of the exterior reliefs and does not allow the public to use the inside.

Past discussion have centered on activating the Rotunda with arts related ideas, but substantial funding would be required to make the Rotunda suitable for public use and arts activities typically require annual operating subsidies. The Administration would like the City Commission to consider leasing the space to a concessionaire for food and beverage services. If leased, the lessee could be required to fund build-out of the space and the City could provide tenant improvement credit in exchange for their investment. If the City Commission agrees with this concept, the City would need to issue a solicitation (RFP, RFQ, ITN) to secure a commercial real estate broker to assist the City is securing a viable tenant.

BOTANICAL GARDEN

The City, in partnership with the Miami Beach Garden Conservancy, completed a \$1.3 million renovation of the Miami Beach Botanical Garden. The project included demolishing the existing concrete features; removing the existing fencing and replacing it with monolithic walls; relocating the entrance of the garden; constructing water features and ponds; constructing hardscape paths, plazas and patios; relocating landscaping and plantings; and installing new lighting and irrigation.

Miami Beach Botanical Garden, located at 2000 Convention Center Drive, Miami Beach, is owned by the City of Miami Beach and operated by the Miami Beach Garden Conservancy. The City administration has contacted the Garden Conservancy who is interested in the concept, but expressed a concern with the volume of regular traffic needed to make the concession financially viable. Another consideration is that Art Basel in Miami Beach currently uses the Botanical Garden during their show and they contract with an independent operator for a café and sit down restaurant.

FINANCE AND CITYWIDE PROJECTS COMMITTEE

The Finance and Citywide Projects Committee discussed this at the June 20, 2014 meeting and recommended pursuing food and beverage concessions through the pop-up concept or food trucks for Soundscape Park and the Miami Beach Botanical Garden. The Committee recommended waiting for a broader master plan for activating Collins Park before pursuing a concession operation at this location.

Since the June 2014 Committee meeting, at the direction of the Finance Committee, staff has been working with the New World Symphony and negotiating with their concessionaire, Thierry Catering, for a concession operation in SoundScape Park.

Negotiations have concluded and are being presented for your consideration. Attached as Exhibit 2 is a Term Sheet, which has been agreed to by both parties, and attached as Exhibit 1, are examples of the design and menu concept proposed by Thierry Catering.

THIERRY CATERING

Thierry Catering began in 1989 with catering and event design. Thierry Isambert, Principal of Thierry Catering, was trained in L' École Hôtelière Poligny, with a Masters degree in Finance from L' École Hôtelière de Paris. In 2009, he was awarded the prestigious medal "Mérite de Agricole" from the Ministry of France; honored for his culinary excellence, business integrity and community involvement.

Thierry Catering is the exclusive caterer at The New World Center, home of the New World Symphony and recently acquired AVENUE D, a Jazz club located in the heart of downtown. Other clients include, but are not limited to, National Young Arts Foundation, NASCAR, Ronald McDonald House, FENDI, Museum of Discovery and Science, Telemundo, Wells Fargo, Port Miami, University of Miami, Britto, YPO, Carnival, Miami Children's Hospital and Burger King.

CONCLUSION

The Administration is seeking direction from the Committee before proceeding.

JLM/KGB/MAS

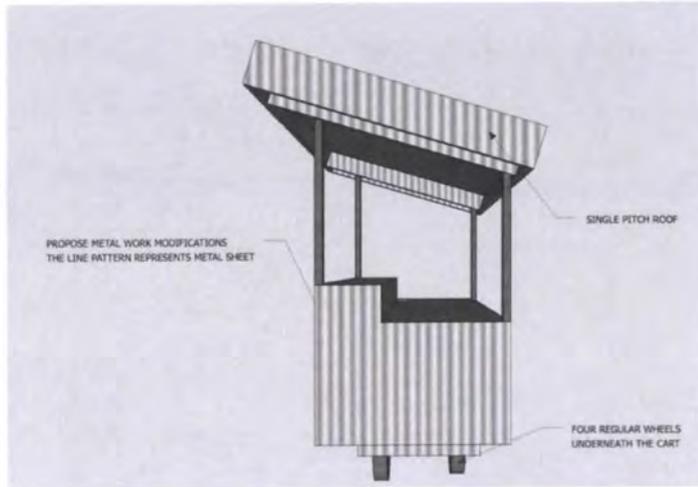


New World Symphony
America's Orchestral Academy
Michael Tilson Thomas, Artistic Director

SoundScape Park F&B Series

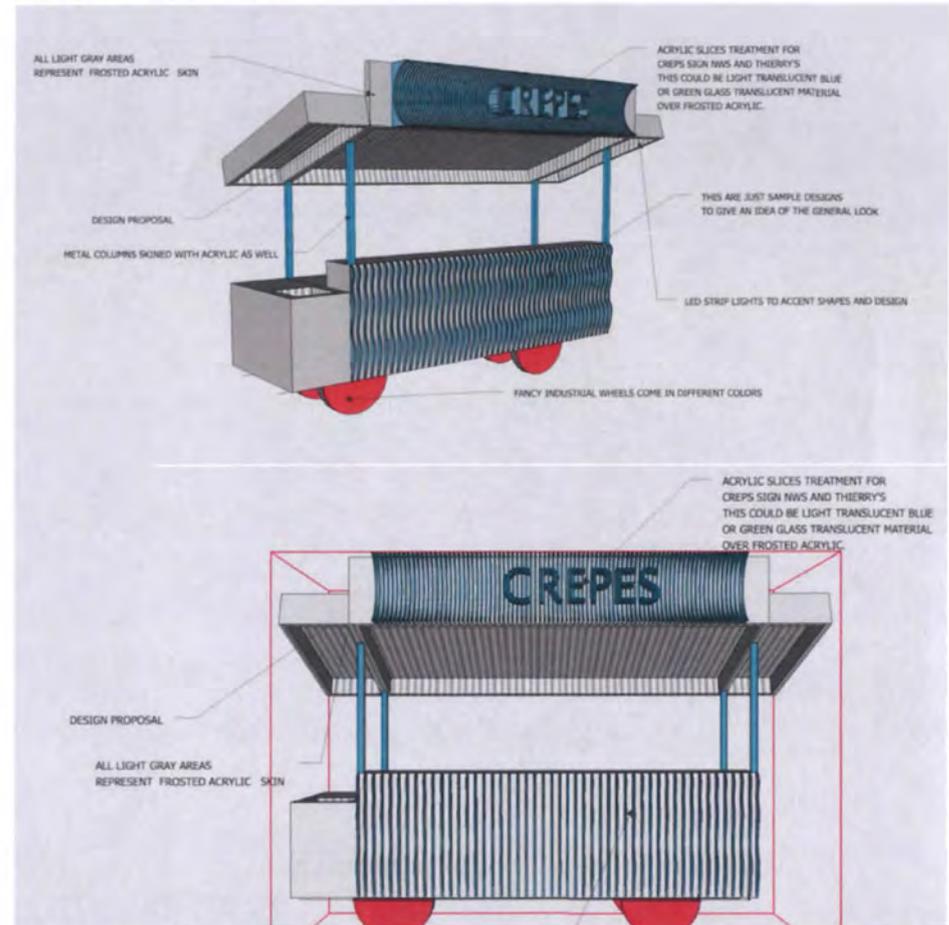
Seating Design and Menu Concepts
by Thierry's Catering & Event Design

Mobile Creperie Design



\$20,000.00 Kiosk
\$7,000.00 Gas Golf Kart

Power Needs: 110 Lines: (6)



Kart Height: 8ft Kart Length: 12ft Width: 5ft
Kart Weight: 2,200lbs

ALL LIGHT GRAY AREAS
REPRESENT FROSTED ACRYLIC SKIN

ACRYLIC SLICES TREATMENT FOR
CREPS SIGN NWS AND THIERRY'S
THIS COULD BE LIGHT TRANSLUCENT BLUE
OR GREEN GLASS TRANSLUCENT MATERIAL
OVER FROSTED ACRYLIC.

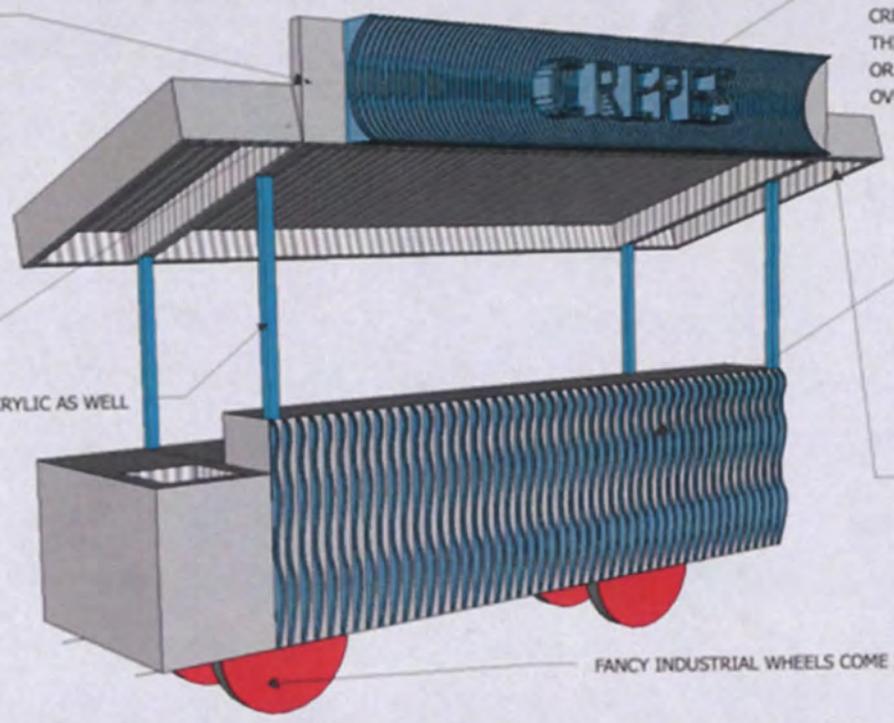
DESIGN PROPOSAL

THIS ARE JUST SAMPLE DESIGNS
TO GIVE AN IDEA OF THE GENERAL LOOK

METAL COLUMNS SKINED WITH ACRYLIC AS WELL

LED STRIP LIGHTS TO ACCENT SHAPES AND DESIGN

FANCY INDUSTRIAL WHEELS COME IN DIFFERENT COLORS



CREPES

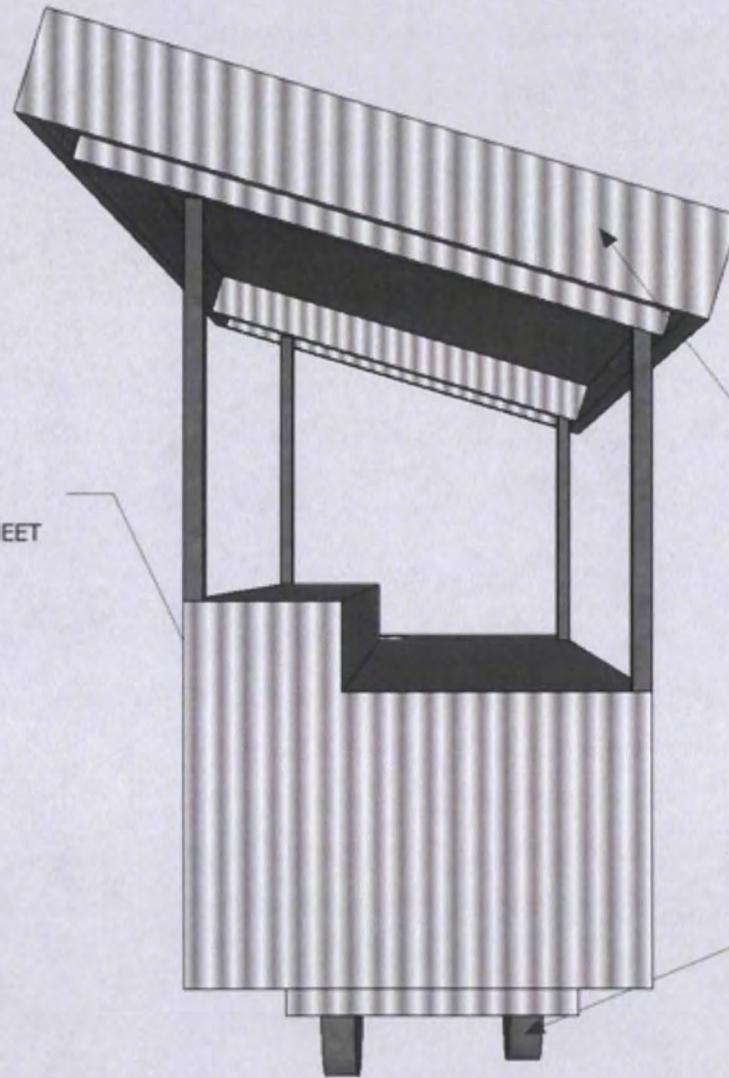
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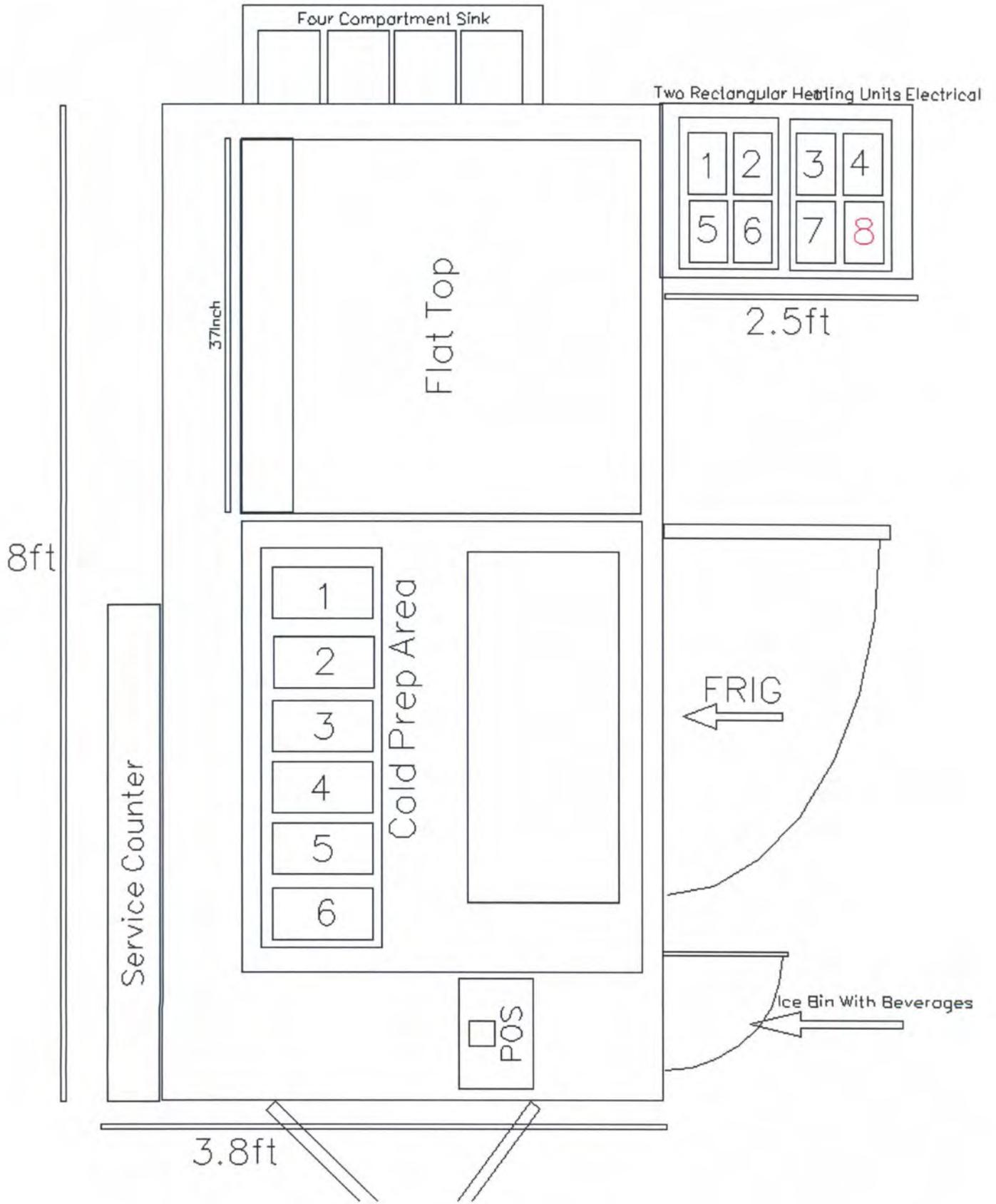


PROPOSE METAL WORK MODIFICATIONS
THE LINE PATTERN REPRESENTS METAL SHEET



SINGLE PITCH ROOF

FOUR REGULAR WHEELS
UNDERNEATH THE CART



Container F&B Outlet **Non Mobile**



\$170,000.00 Full Build Out

Power Needs: 110 (4) lines

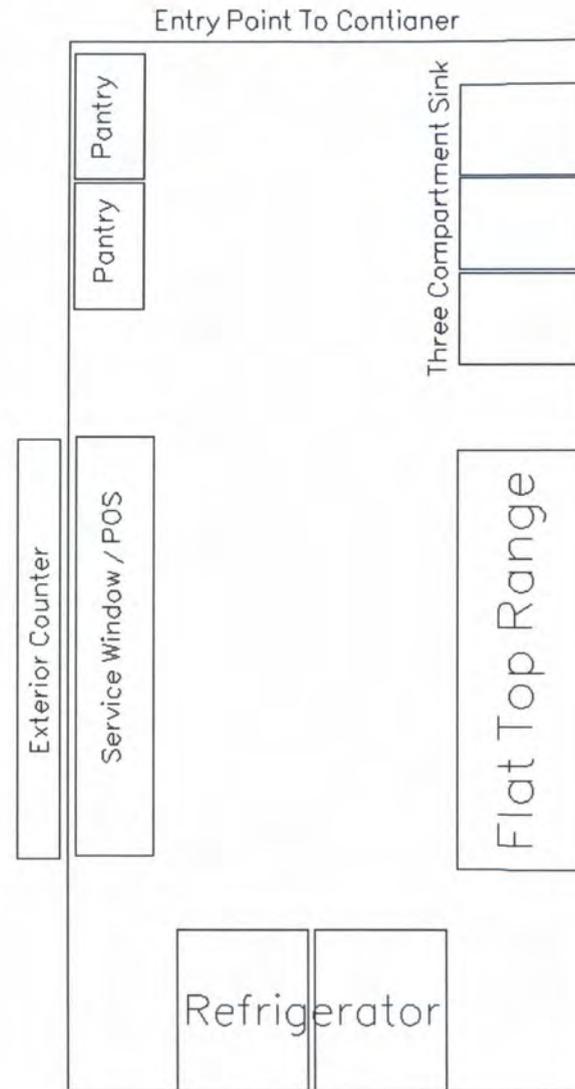
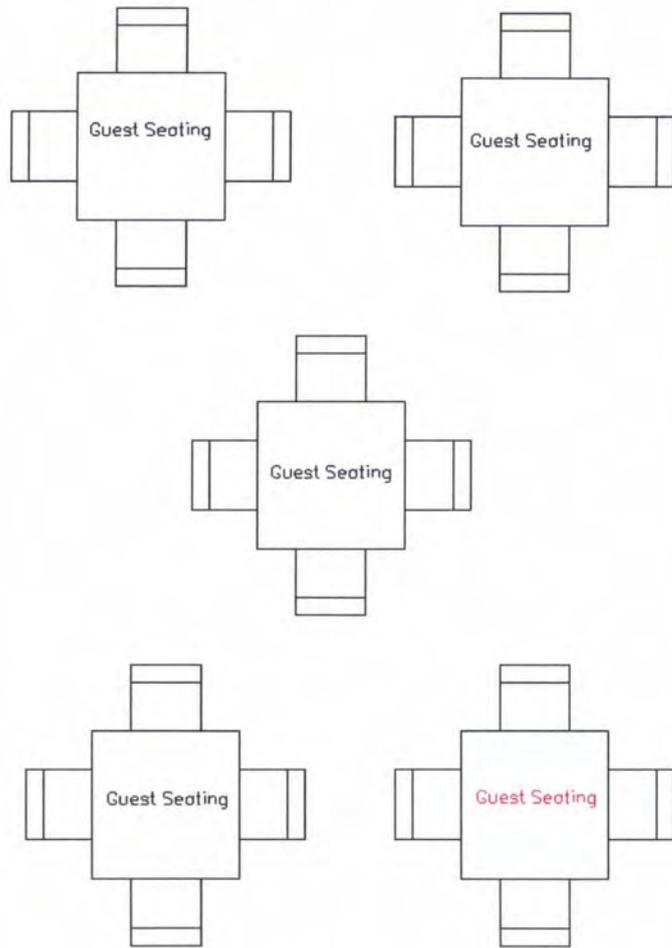
Water Needs: 1 Portable

Water Line + Grey water

access

Container Height: 12ft **Container Length:** 20ft **Container Width:** 10ft

Container F&B Outlet **Non Mobile**









Storage And Power Requirements

- The Kart will be based on wheels. And towed by a golf cart nightly.
- We will require a 20x20ft space to store both the golf kart and the Food Kiosk, And All Guest Seating as well as guest seating tow kart.
- Storage Unit Will Require 1 110 volt line to keep frig running during stored days.
- The Kiosk has been designed to be propane based for all cooking equipment.
- Power for refrigeration and lighting will be a line from kart to city hook up, pulling a 110volt line. With 6 independent 20 amp circuits.

Proposed Furniture

GARPEN/ LÄCKÖ

Table and 4 armchairs, black, gray
\$329.00

Article Number: 098.985.31

The materials in this outdoor furniture require no maintenance

Clean: Use a mild soapy solution.

Maintenance: Require no maintenance.

Storing: If possible, store your outdoor furniture in a dry and cool place indoors. When stored outside, tilt the furniture and use water repellent covers to allow air to circulate to avoid moisture.



\$1,645.00 Seating For 20

FALSTER

Bistro set, black, brown
\$189.00

Article Number: 799.322.25



Polystyrene slats are weather-resistant and easy to care for

Table (length 24 3/4", width 24 3/4", height 28 3/4"). Chair (width 18", depth 23", height 34", seat width 15 3/4", seat depth 17 3/8", seat height 17")



\$4,875.00 Seating For 20

\$1,890.00 Seating For 20

Menu Concept.

• Savory Crepes...

- Parisienne* Ham, Bacon, Mushroom, Emmental
- Cuban* Pulled Pork, Mojo, Black Beans Puree
- Provencale* Salmon, Provençal Sauce
- Mexican* Pulled Brisket, With Guacamole, Red Pepper Sour Cream, Jalapenos
- Italian* Tomato, Mozzarella, Basil Pesto
- Indian* Chicken Tika Masala With Panner Cheese

• Sweet Crepes...

- Nutella And Strawberries
- Guava And Cheese
- Dulce De Leche And Bananas
- Sugar Crepe

Pricing

All Non Alcoholic Beverages: \$2.50

Savory Crepes: \$8.00-\$9.00

Sweet Crepes: \$6.00

Beverages...

- Coke
- Diet Coke
- Sprite
- Still And Sparkling Bottled Water
- Iced Tea
- Lemonade

Food Truck Sales Projections

Foot Traffic ANALYTICS

	Mondy	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
11am-12pm					100	50	20
12pm-1pm					100	75	20
1pm-2pm					50	90	20
2pm-3pm					60	50	30
3pm-4pm					30	30	60
4pm-5pm					30	30	75
5pm-6pm					20	90	130
6pm-7pm					20	150	150
7pm-8pm							
8pm-9pm							
9pm-10pm							
10pm-11pm							
11pm-12am							
12am-1am							
	0	0	0	0	410	565	505
22% Sales Estimation	0	0	0	0	90.2	124.3	111.1
at \$10.00 pp	\$ -	\$ -	\$ -	\$ -	\$ 1,082.40	\$ 1,491.60	\$ 1,333.20

1 Week Total: \$ 3,907.20 at 40.00 Total: \$ 156,288.00

Movie Nights And Wall Casts

Event	Season	Quantity	Patron Turn Out	20% Purchase Estimate	Sale Estimate	Total
Movie Nights	October - May	24	1300	260	\$10.00	\$62,400.00
Wall Casts	October - May	16	1800	360	\$10.00	\$57,600.00
						\$120,000.00

Yearly Sales Projection \$ 276,288.00

EXHIBIT 2

PRELIMINARY TERM SHEET (DRAFT)

Concession Agreement for
SoundScape Park

Between the City of Miami Beach and Thierry Catering

Date: December 24, 2014

TERM	
1. Form of Agreement	Concession Agreement
2. Facilities covered under Agreement	SoundScape Park, plus sitting area in front of concession area for approximately 30 patrons.
3. Scope of Services	<p>Sale of pre-cooked items, hot savory and sweet crepes, non-alcoholic beverages.</p> <ul style="list-style-type: none">a) Concessionaire shall prepare, or cause to be prepared, for sale within and from the Concession Area, such pre-cooked, prepared, and/or prepackaged foods and such non-alcoholic beverages as those set forth in Exhibit _____. The City Manager hereby approves the types of food and beverages, and prices for same (as those set forth in Exhibit ____). Any amendments to Exhibit _____, whether as to type of food and beverages to be sold, or as to changes in prices for same, must be approved in writing by the City Manager or his designee, such approval not to be unreasonably withheld, delayed or conditioned, prior to such changes being implemented within the Concession Area, and a new updated Exhibit ____ will be incorporated into this Agreement.b) All food and beverages sold within the Concession Area will be prepared using only the equipment and/or methodology approved by the City and as set forth in Exhibit ____, as well as properly prepared and served in compliance with all applicable health and sanitary standards, laws and regulations.c) The quality of food, beverages, and service offered will be first-rate and comparable to that available at other public concession facilities at world class resorts on par with the City of Miami Beach.d) In addition to Concessionaire's general maintenance obligations for the Concession Area, as set forth in Section ____ herein, the Concession Area and the immediately surrounding twenty (20) foot adjacent areas, shall at all times be maintained in a clean and sanitary manner.e) At least one supervisory employee must possess a Food Service Management Certification issued by a County Public Health Department in Florida. In addition, the Concession Area must be licensed by the Florida Department of Business Regulation, Division of Hotels and Restaurants, and/or the Department of Agriculture, and/or as may further be required by State law and/or by corresponding agencies.f) Concessionaire agrees not to place any speakers, or any other device used to amplify sound, in, on or around the Concession

TERM	
	Area.
4. Term	<p>Three (3) year initial term commencing on _____, and ending _____.</p> <p>A "contract year" shall be defined as the period from ____1 through ____ 30 of the following year.</p>
5. Renewal Options	Two (2) one year renewal options, exercisable with one hundred eighty (180) days prior written notice, at the mutual agreement of both parties.
6. Capital Upgrades	Concessionaire shall invest a minimum amount of \$_____ (the "Initial Capital Investment"). The Initial Capital Investment shall be used for improvements to the Facility, including, without limitation, purchase of all equipment and installation of concession stand required.
7. Percentage Rent	<p>Concessionaire shall pay Commissions based on Gross Receipts received by Concessionaire from Food and Beverage Sales during each Contract Year, as follows:</p> <p>Year 1: 5% of gross receipts or a Minimum Guaranteed of \$5,000.00, whatever is greater, payment to be made in monthly installments.</p> <p>Year 2: 10 of gross receipts or a Minimum Guaranteed of \$7,000.00, whatever is greater, payment to be made in monthly installments.</p> <p>Year 3: 15% of gross receipts or a Minimum Guaranteed of \$9,000.00, whatever is greater, payment to be made in monthly installments.</p> <p>The City reserves the right to renegotiate Percentage Rent for any renewal term(s), should the City agree to all or any portion of the renewal options.</p>
8. Hours of Operation	11am to midnight - 7 days per week
9. Maintenance	Maintenance and Garbage Removal by Concessionaire
10. Utilities	<p>City to credit Concessionaire for Water, Electricity and Sewer Connections fees.</p> <p>Concessionaire to be responsible for monthly utility charges</p>
11. Naming Rights and Sponsorships	<p>City reserves sole right of approval over all naming and sponsorship opportunities, and shall retain all revenues derived therefrom.</p> <p>The City has entered into an agreement with Coca-Cola Bottling, effective September 1, 2011 – September 1, 2021, to be the exclusive provider of non-alcoholic beverages and coffee products. Concessionaire shall only sell Coca-Cola beverages as listed in the attached Exhibit " _ " and as may be updated from time to time.</p>
12. Prohibitions Regarding Sale Or Use Of Expanded Polystyrene Food Service Articles	Pursuant to Section 82-7 of the City Code, as may be amended from time to time, effective August 2, 2014, the City has prohibited the use of expanded polystyrene food service articles by City Contractors, in connection with any City contract, lease, concession agreement or Special event permit. Additionally, pursuant to Section 82-385 of the City Code, as may be amended from time to time, no polystyrene food service articles will be allowed in the right-of-way, and no polystyrene food service articles can be provided to sidewalk café patrons.

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	<p><i>Expanded polystyrene</i> is a petroleum byproduct commonly known as Styrofoam. Expanded polystyrene is more particularly defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).</p> <p><i>Expanded polystyrene food service articles</i> means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.</p> <p>Concessionaire agrees not to sell, use, provide food in, or offer the use of expanded polystyrene food service articles at the Facility or in connection with this Agreement. Concessionaire shall ensure that all vendors operating in the Facility abide by the restrictions contained in this Section 25. A violation of this section shall be deemed a default under the terms of this Agreement. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the Concessionaire or its vendors.</p>
<p>13. Concession Area</p>	<p>The City hereby grants to Concessionaire the right, during the Term herein, to maintain, manage and operate a food and beverage concession in the following Concession Area:</p> <p><u>Concession Area:</u> An area comprised of _____square feet, located at SoundScape park and as further delineated in Exhibit ____ hereto.</p> <p>Notwithstanding the Concession Area granted to Concessionaire, Concessionaire hereby understands, agrees, and acknowledges that the Concession Area, along with any and all other public facilities in SoundScape Park not specifically identified herein is intended to be open and available to the public and, as such, must remain available for the use and enjoyment of the general public. Notwithstanding the preceding, Concessionaire may designate areas within the Concession Area which shall not be open to and/or accessible to the general public (e.g. "kitchen areas, pantries, and/or storage closets, etc.).</p>
<p>14. Improvements</p>	<p>Any improvements to the Concession Area shall be at Concessionaire's sole expense and responsibility; provided, however, that any plans for such improvements shall be submitted to the City Manager or his designee for prior written approval, such approval not to be unreasonably withheld, delayed or conditioned, and a list of the approved improvements shall be attached hereto as Exhibit _____. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be removed by Concessionaire without causing damage to the Concession Area.</p> <p>All permanent (fixed) improvements to the Concession Area shall remain the property of the City upon termination <i>and/or</i> expiration of this Agreement, except as provided in Subsection _____.</p>

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	<p>Concessionaire will permit no liens to attach to the Concession Area arising from, connected with, or related to, the design, construction, and installation of any improvements.</p> <p>Concessionaire shall maintain, at its sole expense and responsibility, all furniture, fixtures, and equipment (FFE) and any other improvements (whether permanent or not) required to operate the concession. In the event any FFE and/or other improvement(s) is lost, stolen, or damaged, it shall be replaced or repaired promptly, at the sole expense of Concessionaire.</p> <p>All damage or injury of any kind to the Concession Area, and/or to any improvements and/or FFE thereon, except damage caused by the willful misconduct or gross negligence of the City, shall be the sole obligation of Concessionaire, and shall be repaired, restored and/or replaced promptly by Concessionaire, at its sole expense, to the satisfaction of the City Manager or his designee.</p> <p>All of the aforesaid repairs, restoration and replacement shall be in quality and class equal to or better than the original work (or FFE, as the case may be) and shall be done in good and workmanlike manner.</p>												
15. Business Tax Receipt	<p>Concessionaire shall obtain, at its sole expense and responsibility, any business tax receipts required by the City for the proposed use(s) contemplated herein. To the extent required by City law (as same may be amended from time to time), business tax receipts shall be obtained for each proposed use within a particular Concession Area.</p>												
16. Insurance	<p>Concessionaire shall maintain, at Concessionaire's sole cost and expense, the following types of insurance coverage at all times throughout the Term of this Agreement:</p> <p>General liability insurance with not less than the following limits:</p> <table data-bbox="570 1381 1307 1774"> <tbody> <tr> <td>General aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products (completed operation aggregate)</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal and advertising (injury) (Per occurrence)</td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>Fire damage</td> <td>\$ 100,000</td> </tr> <tr> <td>Medical Expense</td> <td>\$ 5,000</td> </tr> </tbody> </table> <p>Workers Compensation Insurance shall be required under the Laws of the State of Florida.</p> <p>Fire Insurance for the Theater shall be the responsibility of the City.</p>	General aggregate	\$2,000,000	Products (completed operation aggregate)	\$2,000,000	Personal and advertising (injury) (Per occurrence)	\$1,000,000		\$1,000,000	Fire damage	\$ 100,000	Medical Expense	\$ 5,000
General aggregate	\$2,000,000												
Products (completed operation aggregate)	\$2,000,000												
Personal and advertising (injury) (Per occurrence)	\$1,000,000												
	\$1,000,000												
Fire damage	\$ 100,000												
Medical Expense	\$ 5,000												

TERM	
<p>17. Termination for Convenience</p>	<p>Notwithstanding any other provision of this Section 13, this Agreement may be terminated, in whole or in part, by the City, for convenience and without cause, upon the furnishing of sixty (60) days prior written notice to Concessionaire.</p>
<p>18. Security Deposit</p>	<p>Upon execution of this Agreement Concessionaire shall furnish the City with a Security Deposit, in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00). Said Security Deposit shall serve to secure Concessionaire's performance in accordance with the provisions of this Agreement. In the event Concessionaire fails to perform in accordance with said provisions, the City may retain said Security Deposit, as well as pursue any and all other legal remedies provided herein, or as may be provided by applicable law.</p>

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MIAMIBEACH

OFFICE OF THE CITY MANAGER

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: January 7, 2015

SUBJECT: **PARKING STRUCTURE**

BACKGROUND

On November 19, 2014, the Mayor and Commission approved a referral item requested by Commissioner Weithorn, Item No. C4K, entitled, "Referral to Finance – Parking Structure" for a discussion regarding a public-private partnership for a two-story parking structure to be erected over both Municipal Parking Lot No. P62, located at 836 42nd Street and a private parking lot, located at 830 42nd Street (between Jefferson and Meridian Avenues).

On December 12, 2014, at the request of the developer, the Finance and Citywide Projects Committee deferred the item to the January 7, 2015, meeting.

CONCLUSION

The Administration is seeking direction from the Finance and Citywide Projects Committee regarding this item.

JLM/KGB/SF 

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Discussion Item

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MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: January 7, 2015

SUBJECT: **A DISCUSSION TO CONSIDER APPROVING AND AUTHORIZING THE RDA TO ENTER INTO A LEASE AGREEMENT BETWEEN THE MIAMI BEACH REDEVELOPMENT AGENCY (LANDLORD) AND MR. R SPORTS, INC. (TENANT), IN CONNECTION WITH THE USE OF SUITE No. 5 AT THE ANCHOR SHOPS, LOCATED AT 100 16TH STREET, SUITE NO. 5, MIAMI BEACH, FLORIDA (SPACE), FOR AN INITIAL TERM ENDING ON OCTOBER 1, 2015, WITH TWO (2) RENEWAL OPTION OF THREE (3) YEARS AND THREE (3) YEARS AND 364 DAYS RESPECTIVELY.**

BACKGROUND

The Miami Beach Redevelopment Agency (RDA) currently has a vacant retail space at the Anchor Shops, located at 100 16th Street, Suite No. 5, Miami Beach, Florida (Space). This Space is part of a project which has a parking garage and approximately 19,776 square feet of ground retail space (collectively, Anchor Garage and Shops), located on 16th Street, between Collins Avenue and Washington Avenue. The prior tenant, Vacation Tours, entered into a retail sublease with MB Redevelopment, dated as of August 12, 1998, for a term of fifteen (15) years, commencing March 18, 1999 and ending March 17, 2014. In March 2014, the Redevelopment Agency adopted Resolution No. 603-2014 which approved a new lease with Vacation Tours for three (3) years, with one (1) renewal option of three (3) years, at the Landlord's sole and absolute discretion at the initial base rent of \$55.00/sq. ft., plus applicable Sales Tax and Common Area Maintenance. This lease also included annual increases of the greater of CPI or 3%.

Following the March approval Vacation Tours failed to execute the new lease and did not commence paying the new rent payment. The RDA and City of Miami Beach immediately filed for eviction and subsequently entered into a settlement with the tenant. The settlement included full and complete payment of the past due rent amount, payment for the costs incurred by the RDA with filing for eviction, and double rent payment through October 31, 2014. Vacation Tours vacated the premises on October 31, 2014.

Once the Settlement was approved, the City, on behalf of the RDA, began negotiating with several prospective tenants for the space. Ultimately, Mr. R Sports, Inc. agreed to the most favorable lease terms. Those terms are summarized below and are attached as Exhibit 1.

ANALYSIS

On December 8, 2014, the owner of Mr. R Sports, Inc. provided Staff with a letter of intent (Tenant's Offer), setting forth the material terms for a new lease, a copy of which is attached as Exhibit "2". The material terms set forth in the Tenant's Offer are as follows:

Commencement Date:	The date Lease is fully executed by Landlord and Tenant
Rent Commencement Date:	Sixty (60) days following the Commencement Date.
Initial Lease Term:	From the commencement date through October 1, 2015.
Base Rent:	The minimum of \$65.00/sq. ft (721 square feet); \$3,905.42 per month; \$46,865.00 per year, plus applicable Sales Tax.
Rent Increases:	Fixed three percent (3%) annual increases
Tenant Improvements:	Tenant to accept the Premises in as-is condition.
CAM Pass-Through:	Proportionate share of Property Taxes and Insurance on the Anchor Shops and Parking Garage.
Renewal Options:	Two (2) options of three years and three years and 364 days respectively, after the Expiration date of the Initial Lease Term. Tenant must notify Landlord in writing no later than one hundred and eighty (180) days prior to Expiration Date of its intention of exercising the Renewal Option.
Renewal Option Rent:	Rent for the renewal option shall be increased by 3% annually.
Security Deposit:	Total of \$7,810.84 (two months)
Guarantee:	Mr. R Sports, Inc.
Financial Records:	The Landlord shall have the right to periodically review Tenant's Financial Records and statements of operation.

As you may recall, the City secured an appraisal of the space prior to negotiations with Vacation Tours. The appraisal (Appraisal) was prepared by Blazejack & Company ("Blazejack") concluded that the market rent for this Space, as of November 1, 2013, was \$55.00 per square foot and the typical operating costs for a similar space was approximately \$15.00 per square foot. The negotiated Base Rent with Mr. R Sports is \$10 per square foot higher than the appraised value.

Mr. R Sports has been in business on Miami Beach since 1973, operating one of the largest independent retailers of athletic footwear and apparel in South Florida. Owner and long-time Miami Beach resident, Jose Raij, relocated his store from his original Lincoln Road location to the Anchor Shops in 2012 occupying Units 1 - 4. He has been an excellent tenant and has always paid timely.

RECOMMENDATION

The Administration recommends that the Finance and Citywide Projects Committee (FCWPC), approving and authorizing the RDA to enter into a lease agreement between the Miami Beach Redevelopment Agency (Landlord) and Mr. R Sports, Inc. (Tenant), in connection with the Anchor Shops, located at 100 16th Street, Suite No. 5, Miami Beach, Florida (Space), for an initial term ending on October 1, 2015, with two (2) renewal option of three (3) years and three (3) years and 364 days respectively. This term coincides with the lease term for the other space occupied by Mr. R Sports, Inc. and would essentially have both leases following concurrent terms.

It should further be noted that since Anchor Garage and Shops is owned by the RDA, it is not subject to the public hearing requirements set forth under Section 82-39 of the City Code that would normally apply to the lease of City property. Proposed retail leases involving the Anchor Shops may be approved during and as part of the RDA Board's regular agenda.

JLM/KGB/MS

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Enclosures:

- Exhibit 1 – Letter of Intent*
- Exhibit 2 – Complaint for Tenant Eviction and for Damages*
- Exhibit 3 – Stipulation for Settlement*

MIAMI BEACH

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

TOURISM, CULTURE AND ECONOMIC DEVELOPMENT DEPARTMENT
Office of Real Estate
Tel: 305-673-7193 / Fax: 786-394-4539

December 8, 2014

Mr. Jose Rajj
Mr. R Sports, Inc.
1720 W. 28th Street
Miami Beach, Florida 33140

Re: Letter of Intent for Lease of 100 16th Street – Suite 5, Miami Beach, Florida 33139

Dear Mr. Rajj:

This letter ("letter agreement") shall set forth certain business terms and conditions under which the Miami Beach Redevelopment Agency ("The City", Landlord) propose to enter into a lease of 100 16th Street – Suite 5, Miami Beach, Florida 33139 ("Property") with Mr. R Sports, Inc. ("Tenant"). This letter is not a contractual offer to lease and neither party shall be bound by an agreement until a Lease Agreement ("Lease") is executed by both parties. The following summarizes certain business terms and conditions to be included in a Lease for Tenant's review and execution.

Commencement Date:	The date Lease is fully executed by Landlord and Tenant
Rent Commencement Date:	Sixty (60) days following the Commencement Date.
Initial Lease Term:	From the commencement date through October 1, 2015.
Base Rent:	The minimum of \$65.00/sq. ft (721 square feet); \$3,905.42 per month; \$46,865.00 per year, plus applicable Sales Tax.
Rent Increases:	Fixed three percent (3%) annual increases
Tenant Improvements:	Tenant to accept the Premises in as-is condition.
CAM Pass-Through:	Proportionate share of Property Taxes and Insurance on the Anchor Shops and Parking Garage.
Renewal Options:	Two (2) options of three years and three years and 364 days respectively, after the Expiration date of the Initial Lease Term. Tenant must notify Landlord in writing no later than one hundred and eighty (180) days prior to

Expiration Date of its intention of exercising the Renewal Option.

Renewal Option Rent: Rent for the renewal option shall be increased by 3% annually.

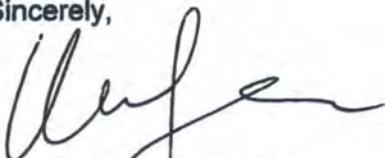
Security Deposit: Total of \$7,810.84 (two months)

Guarantee: Mr. R Sports, Inc.

Financial Records: The Landlord shall have the right to periodically review Tenant's Financial Records and statements of operation.

This letter shall not constitute and is not intended to be a legally binding agreement, and the transaction contemplated herein is subject to the execution of a mutually acceptable Lease, inclusive of all other documents necessary to accomplish the transaction contemplated herein. It is understood, of course, that no legal rights or obligations will arise between us until the execution and delivery of such formal documents. Any reliance upon this letter or any of its terms shall be at your risk and expense in all respects.

Sincerely,



Max A. Sklar, *Director*
Tourism, Culture, and Economic Development Department

Agreed to and Accepted by:

Tenant: Mr. R Sports, Inc.

Sign:  _____

Print: Jose Raij _____

Title: President _____

Date: 12/15/2014 _____

IN THE COUNTY COURT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

MIAMI BEACH REDEVELOPMENT
AGENCY, a Florida public body
corporate and politic,

CIVIL DIVISION

CASE NO.

Plaintiff,

vs.

VACATION TOURS, INC., a Florida
corporation,

Defendants.

_____ /

COMPLAINT FOR TENANT EVICTION AND FOR DAMAGES

COMES NOW Plaintiff, Miami Beach Redevelopment Agency, a Florida public body corporate and politic, by and through its undersigned counsel, and states:

1. Plaintiff, Miami Beach Redevelopment Agency ("MBRA"), is a Florida public body corporate and politic organized and existing pursuant to Chapter 163, Part III, Florida Statutes.

2. Plaintiff owns the following described real property in Miami-Dade County, Florida:

Lots 8, 9, 10, 11, 12 and 13, Block 57, Fisher's First Subdivision of Alton Beach, according to the Plat thereof, as recorded in Plat Book 2, Page 77 of the Public Records of Dade County, Florida, together with all of 16th Street (Avenue "C"), less and except the following described parcel:

BEGINNING at the Southwest corner of Block 54 of said Fisher's First Subdivision of Alton Beach Plat; thence North 88° 0' 53" East along the South line of said Block 54, a distance of 443.08 feet, to the Southeast corner of said Block 54; thence South 07° 35' 04" West, a distance of 96.26 feet, to a point of cusp with a tangent curve concave to the Southwest; thence along the arc of said curve to the left, having a radius of 25.00 feet and a central angel of 90° 00' 00", an arc distance of 39.27 feet, to a point of tangency; thence North 82° 24' 52" West, a distance of

24.75 feet; thence South 88° 00' 53" West along a line 8.00 feet North of and parallel with, as measured at right angles to the North line of Block 57 of said plat, a distance of 382.18 feet to a point on the Easterly Right-of-Way line of Washington Avenue; thence North 01° 59' 11" West along said Easterly Right-of-Way line, a distance of 62.00 feet to the Southwest corner of said Block 54 and the Point of beginning. Said lands lying and being in the City of Miami Beach and containing 65,910 square feet (1 .5131 Acres) more or less.

3. Vacation Tours, Inc. ("Vacation Tours"), is a Florida corporation, licensed to and doing business in Miami-Dade County, Florida.

4. All material facts as herein alleged occurred in Miami-Dade County, Florida.

5. All conditions precedent have been performed or waived.

COUNT I
TENANT EVICTION

Plaintiff realleges and adopts all preceding allegations herein, and further states:

6. This is an action to evict a tenant from real property in Miami-Dade County.

7. Plaintiff owns the real property described in Paragraph 2, above.

8. Defendant has possession of the property under the Anchor Shops at South Beach Retail Sublease Agreement entered into on August 12, 1998 by MB Redevelopment, Inc., as manager and sublandlord, and Budget Reservation Services, Corp., as subtenant, (the "Lease") and is obligated to pay rent and all other sums under the Lease, payable on the first day of each and every month. A copy of the Lease is attached as Exhibit "A".

9. Subsequent to the execution of the Lease, and pursuant to Court Order Budget Reservation Services, Corp. was ordered to relinquish its assets to its partner, Vacation Tours of South Beach, Inc.

10. Pursuant to Resolution 404-2001, MBRA authorized its manager/sub-landlord to enter into an assignment of lease to Vacation Tours of South Beach, Inc., Exhibit "B."

11. Vacation Tours of South Beach, Inc. was administratively dissolved on or about September 21, 2001 and the surviving entity, and sublease, after a series of name changes, was assumed by Vacation Tours, Inc.

12. Defendant breached its Lease with Plaintiff by failing to deliver possession of the Property at the termination of the Lease.

13. Plaintiff served Defendant with a Notice of Termination of Tenancy on or about June 25, 2014 to vacate the Property, or deliver possession to Plaintiff. Defendant has refused to comply with Plaintiff's request. A copy of the Notice of Termination of Tenancy is attached as Exhibit "C".

14. Prior to filing this lawsuit, Plaintiff, through counsel, attempted in good faith to make arrangements to re-enter the subject premises and arrange for the return of the keys, as reflected in Exhibit "D".

15. Defendant, failed to comply with Plaintiff's requests and, as a result, was required to file this action. The MBRA has have incurred and will continue to incur substantial damages, attorney's fees and court costs.

WHEREFORE, Plaintiff demand Judgment for Possession of the property against Defendant, its assignees and subtenants, along with costs, and reasonable attorney's fees and court costs, as provided for in the Lease Agreement.

**COUNT II
DAMAGES**

Plaintiff realleges and adopts all allegations contained in Paragraphs 1 through 15 above, and further states:

16. This is an action for damages that do not exceed \$15,000.00.

17. Defendant breached its Lease with Plaintiff by failing to vacate the Property as the termination of the Lease, failing to negotiate a new lease agreement, and as a hold-over tenancy, failed to pay double rent pursuant to Fla. Stat. §83.06 and Section 14.2 of the Lease.

18. Defendant owes Plaintiff \$1,714.40 for the month of August, 2014, \$3,428.80 for the month of September, 2014, and \$3,428.80 each month thereafter.

19. Plaintiff has retained the undersigned attorneys and has agreed to pay them a reasonable attorney's fee for their services in this action. Plaintiff is entitled to recover its attorney's fees pursuant to the Lease Agreement sued upon in this cause.

WHEREFORE, Plaintiff demand Judgment for Damages against Defendant, Vacation Tours, Inc., its assignees and subtenants for past due rent, future rent, interest, costs and reasonable attorney's fees.

**COUNT III
SUIT FOR FORECLOSURE OF LANDLORDS' SECURITY INTEREST AGAINST
DEFENDANT.VACATION TOURS, INC., A FLORIDA CORPORATION**

Plaintiff realleges and adopts all allegations contained in paragraphs 1 through 19 above, and further states:

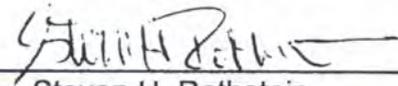
20. Defendant breached its Lease with Plaintiff by failing to vacate the Property as the termination of the Lease, failing to negotiate a new lease agreement, and as a hold-over tenancy, failed to pay double rent pursuant to Fla. Stat. §83.06 and Section 14.2 of the Lease.

21. As a result of said breach, Plaintiff has elected to accelerate the to foreclose their security interest pursuant to Florida Statute §83.08 (1995) and pursuant to Paragraph 2.8 of the Lease Agreement.

WHEREFORE, Plaintiff demands that its security interest be foreclosed, and that the court award reasonable attorney's fees and court costs.

DATED at Miami, Miami-Dade County, Florida, this 11th day of September, 2014.

Respectfully submitted,
RAUL J. AGUILA, CITY ATTORNEY
CITY OF MIAMI BEACH
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139
Tel: (305) 673-7470 / Fax: (305) 673-7002
E-mail: stevenrothstein@miamibeachfl.gov

By: 

Steven H. Rothstein
First Assistant City Attorney
Florida Bar No. 727547

OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A

RAUL J. AGUILA
City Attorney



Telephone: (305) 673-7470
Facsimile: (305) 673-7002

October 7, 2014

James S. Robertson, Esq.
Gaebe, Mullen, Antonelli & DiMatteo
420 South Dixie Highway, Third Floor
Coral Gables, FL 33146

Re: *Miami Beach Receptelment Agency v. Vacation Tours, Inc.*
Case #14-3604 CC 24

Dear Mr. Robertson:

Enclosed is the signed Stipulation for Settlement.

At your earliest convenience, please forward the cost check in the amount of \$248.00 to my attention.

Thank you for your assistance in resolving this matter.

Very truly yours,

Steven H. Rothstein
First Assistant City Attorney

SHR/ag
Enclosure

cc: Max Sklar, Director
Tourism, Culture and Economic Development Department

IN THE COUNTY COURT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

MIAMI BEACH REDEVELOPMENT
AGENCY, a Florida public body
corporate and politic,

CIVIL DIVISION

CASE NO. 14-3604 CC24

Plaintiff,

vs.

VACATION TOURS, INC., a Florida
corporation,

Defendants.

STIPULATION FOR SETTLEMENT

Plaintiff, Miami Beach Redevelopment Agency ("MBRA") and Defendant, Vacation Tours, Inc. ("Vacation Tours"), stipulate as follows:

1. MBRA and Vacation Tours have amicably settled all disputes between them and hereby move the Court to approve this Stipulation for Settlement (the "Stipulation").
2. Vacation Tours shall pay MBRA the sum of \$3,428.80 as full and complete settlement of past due rents through August 31, 2014 prior to the close of business on September 19, 2014.
3. Vacation Tours shall reimburse MBRA the sum of \$248.00 for the costs incurred by MBRA in the prosecution of this action upon execution of the Stipulation.
4. Vacation Tours shall pay MBRA the sum of \$3,428.80 representing double rent for the month of October, 2014 on or before October 1, 2014; and shall remain in possession of the premises through October 31, 2014, at which time, Vacation Tours

shall vacate the premises and MBRA shall be entitled to change the locks and take possession and control of the premises.

5. Said payments, unless instructed in writing, shall be in the form of a cashier's check, made payable to the "City of Miami Beach" and delivered to Steven H. Rothstein, First Assistant City Attorney, 1700 Convention Center Drive, 4th Floor – Legal Department, Miami Beach, Florida 33139.

6. Vacation Tours agrees to operate and maintain the premises in compliance with all applicable codes, statutes and regulations, and is prohibited from sub-leasing the premises without the written consent of MBRA. Said consent shall not unreasonably be withheld by MBRA.

7. If Vacation Tours fails to make any of the payments required hereunder, MBRA shall notify Vacation Tours, at its last known address, by regular mail, of the default and demand that it cures the default within three (3) days. If Vacation Tours fails to cure the default within three (3) days from the date of the mailing of the Notice of Default, MBRA may apply for the entry of a Final Judgment of Possession and Damages against Vacation Tours. MBRA shall submit an Affidavit specifying the nature of the default and give notice of the hearing to Vacation Tours by regular mail or personal delivery to the premises. The Final Judgment shall be for the balance of the sums owed, including interest, court costs and attorney's fees incurred in obtaining the entry of said Final Judgment and in execution of said Final Judgment.

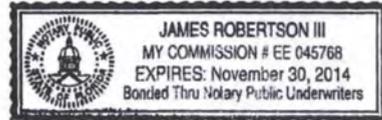
8. This Stipulation constitutes the entire agreement between these parties regarding the matters in dispute and now resolved arising under MBRA's Complaint. Any prior or contemporaneous agreements, whether written or oral, between and

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

SWORN TO and SUBSCRIBED BEFORE ME this 23 day of September, 2014, by Gayle Adams, as _____ of Vacation Tours, Inc. personally known to me or who produced identification and who _____ did did not take an oath.

My Commission Expires:

Notary Public, State of Florida
PRINT NAME: _____



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MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: January 7, 2015

SUBJECT: **DISCUSSION REGARDING CHANGES IN INDEXES USED FOR REIMBURSEMENT OF TRAVEL EXPENSES**

The following discussion item was referred at the December 17, 2014 City Commission meeting.

BACKGROUND

On July 30, 2003, the City Commission adopted Resolution 2003-25266 confirming the City's Policy to use the Runzheimer's Meal and Lodging Cost Index for per diem and travel expenses (including lodging, meals and ground transportation). This resolution has not been updated since that time and the Administration is proposing changes in indexes used for reimbursement of travel expenses to more accurately reflect actual costs and to clarify reimbursement to outside contracted consultants.

ANALYSIS

The Runzheimer's lodging rates used in this index are based upon averages and do not reflect seasonal rates where applicable. In most cases, the hotel rates at governmental conferences exceed those index rates. For example, a hotel stay at a recent Orlando Governmental conference was \$149.00 while the Runzheimer index to be used was \$74.25. In addition, the City's travel policy does not address any travel expense reimbursement rates to be utilized by outside consultants. City consultants cannot utilize government rates and rates for the Runzheimer's index do not reflect seasonal rates.

The mileage rate used for reimbursement of travel is based upon the rate provided in the Florida State Statutes which is currently set at \$0.445 per mile. This rate is infrequently changed by the State with the last change occurring in 2006 from \$0.29 per mile to its current rate. The IRS updates its mileage index annually and the rate for 2015 will be \$0.575. Having an index updated annually more accurately reflects the actual costs associated with operating a vehicle.

CONCLUSION

It is recommended that the City's travel policy be changed to include reasonable conference rates or government rates to be accepted over the average rates specified in the Runzheimer's Index. Any exceptions would require the City Manager's approval. Travel expenses for all other items will be limited to the Runzheimer's index. It is also recommended that City's travel policy include that the City's contracted consultants utilize the U.S. General Service Administration (GSA) rates (which reflect seasonal rates) plus taxes for lodging and the Runzheimer's index for all other expense items. In addition, the mileage rate used for reimbursement should be tied to the IRS mileage rate.

JLM/JW

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F&CWP Pending Items - Commission Referrals

Attachment 1

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
188	Discussion regarding The Greater Miami Convention and Visitors Bureau Interlocal Agreement	Tourism, Culture and Economic Development	March 5, 2014 Commission Item C4F	Max Sklar	2/13/2015	7/18/2014 The Committee recommended moving this item to the August 13, 2014 Budget meeting and then finalized at the September 10, 2014 Commission meeting with no recommendation. 8/13/14 The Committee recommended moving forward on a month to month extension under the current contracted terms not to exceed one (1) year. The intent is for staff to re-negotiate an incentive base plan that establishes a base fee and an incentive fee to be paid based on the overall achievement of annual performance goals. Budget is to also add a line item for an owner's representative that is not to exceed \$161,000 at the City Manager's discretion. Staff is to bring back the item to Committee once negotiations are completed.
192	Discussion regarding Police and Parking Department Towing Permit Requirements	Parking	April 23, 2014 Commission Item C4G	Saul Frances	5/12/2015	5/20/14 The Committee recommended no action and that Saul Frances Parking Director follow up on the implementation of the technology enhancements. This item is to be brought back to the September Finance Committee Meeting. 9/24/14 Item deferred to November meeting. 11/12/14 The Committee recommended bringing back the improved technology enhancements after the Police have had a chance to implement audio/video recordings and body cameras for both sworn and civilian city personnel.
194	Discussion regarding whether or not to pursue food and beverage concessions for Soundscape Park, Collins Park, and the Miami Beach Botanical Garden	Tourism, Culture and Economic Development	May 21, 2014 Commission Item C4C	Max Sklar	12/20/2014	6/20/14 The Committee recommended pursuing food and beverage concessions through the pop up concept or food trucks for Soundscape Park, Collins Park and the Miami Beach Botanical Garden to begin in October.
208	Discussion regarding Parking Demand Analysis/Walker Parking Consultants	Parking	July 23, 2014 Commission Item C4I	Saul Frances	6/12/2015	12/12/14 The Committee took no action, but encouraged the Administration to return when potential solutions are identified.
210	Discussion regarding Exploring Issues brought up in an Internal Audit of the Miami Beach Police Athletic League (PAL), specifically regarding utility fees that are past due	Michael Grieco	July 23, 2014 Commission Item C4O	James Sutter	3/24/2015	9/24/14 The Committee recommended deferring this matter to the November Finance committee meeting. Internal Audit and Miami Beach Police Athletic League are to bring back the results of implementing the operational audit findings.
215	Discussion regarding Flooding and Sea Rise Regarding The 2015-2016 Storm Water Utilities Methodology	Michael Grieco Mayor's Blue Ribbon Panel	September 10, 2014 Commission Item C4G	Patricia Walker Bruce Mowry	6/12/2015	12/12/14 No later than February Meeting
220	Discussion regarding Potential Purchase Of Air Rights For 6940 Abbott Avenue From AT&T For Future Development Of A Parking Garage In The North Beach Town Center	Tourism, Culture and Economic Development	September 10, 2014 Commission Item C4B	Max Sklar	3/24/2015	9/24/14 The Committee recommended hosting a North Beach Revitalization workshop for the City Commission and then also simultaneously negotiating with AT&T.
221	A Discussion To Consider A Request for Rent Relief From Penn 17, LLC., Regarding The Retail Space At The Pennsylvania Avenue Parking Garage			Max Sklar	3/24/2015	9/24/14 The Committee directed staff to secure some payment of rent from the tenant that shows their ability to pay. Also, under the City Manager's direction, hire an expert that can provide feedback on a lease modification that is in line with the current market rental rates for this location.
230	Discussion regarding the issuance of new Police and Parking Department towing permits to Beach Towing Services, Inc., and Tremont Towing, Inc.	Jonah Wolfson	October 22, 2014 Commission Item C4D	Saul Frances	4/12/2015	11/12/14 Item Deferred

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
231	Referral To The Finance And Citywide Projects Committee To Discuss The Management Agreement With SP Plus Municipal Services, A Division Of Standard Parking Corporation, For Parking Attendants, Specifically: (1) Not Exercising The City's Option To Renew The Agreement; (2) Extending The Agreement On A Month-To-Month Basis; And (3) Issuing A New RFP For Parking Attendants For The City's Parking Garages.	Jonah Wolfson	July 30, 2014 Commission Item C4A	Saul Fances	6/12/2015	12/12/14 The Committee had no recommendation of changing the management agreement. Advised staff will execute the one year renewal option with SP Plus Municipal Services while examining new technology and cost saving measures that could be used long term when the management agreement is up for renewal.
232	Referral To The December 12, 2014 Finance & Citywide Projects Committee To Amend The Living Wage Ordinance Insurance Provision In Light Of ObamaCare	Deede Weithorn	November 19, 2014 Commission Item C4D	Alex Denis	6/12/2015	12/12/14 Item deferred to February
234	Referral To The Finance And Citywide Projects Committee A Discussion Regarding The Live Nation Management Agreement For The Jackie Gleason Theater.	Tourism, Culture and Economic Development	November 19, 2014 Commission Item C4F	Max Sklar	6/12/2015	12/12/14 Item deferred to January.
236	Referral To The Finance And Citywide Projects Committee A Discussion Regarding The Possible Addition Of Personal Watercrafts To Our Police Department's Fleet.	Micky Steinberg	November 19, 2014 Commission Item C4H	Daniel Oates	6/12/2015	12/12/14 Item deferred to February.
238	Referral To The December 12, 2014 Finance And Citywide Projects Committee To Discuss A Public Private Partnership For A Two-Story Parking Structure To Be Erected Over Both City Parking Lot P62 And A Private Parking Lot, On 42nd Street, Between Jefferson Street And Meridian Avenue.	Deede Weithorn	November 19, 2014 Commission Item C4K	Saul Frances	6/12/2015	12/12/14 Item deferred to January.
239	Referral To The Finance And Citywide Projects Committee asking the Commission for \$10,000 for 2015 Senior Group Programs. He wants to reach out to senior citizens throughout Miami Beach.	Jonah Wolfson	November 19, 2014 Commission Item R9B2	Maria Ruiz	6/12/2015	12/12/14 The Committee recommended bringing this item back to Finance and Citywide Committee no sooner than February 2015 after Stanley Shapiro meets with staff at the Office of Housing and Community Services regarding the variety of cultural, recreational and support programming available to elderly residents. The Committee would like the item to return with performance measures, outcomes and ensuring there is no duplication of efforts.
240	Discussion Regarding The Miami Beach Convention Center Booking Policy.	Tourism, Culture and Economic Development	November 19, 2014 Commission Item R9G	Max Sklar	6/12/2015	12/12/14 Item deferred to January.
242	A DISCUSSION TO CONSIDER APPROVING AND AUTHORIZING THE RDA TO ENTER INTO A LEASE AGREEMENT BETWEEN THE MIAMI BEACH REDEVELOPMENT AGENCY (LANDLORD) AND MR. R SPORTS, INC. (TENANT), IN CONNECTION WITH THE USE OF SUITE "J" AT THE ANCHOR SHOPS, LOCATED AT 100 16TH STREET, SUITE NO. 5, MIAMI BEACH, FLORIDA (SPACE), FOR AN INITIAL TERM ENDING ON OCTOBER 1, 2015, WITH TWO (2) RENEWAL OPTION OF THREE (3) YEARS AND THREE (3) YEARS AND 364 DAYS RESPECTIVELY.			Max Sklar		
243	Discussion Regarding A Funding Time Line For The New Teen Center	Deede Weithorn	December 17, 2014 Commission Item C4A	John Rebar	6/17/2015	
244	Discussion Regarding City Manager Jimmy Morales' Letter Dated December 1, 2014 Regarding His Employment Contract	Deede Weithorn	December 17, 2014 Commission Item C4B	Sylvia Crespo-Tabak	6/17/2015	
245	Discussion Regarding Entering Into An Employment Agreement With The City Clerk	Deede Weithorn	December 17, 2014 Commission Item C4C	Sylvia Crespo-Tabak	6/17/2015	
246	Discussion Regarding Changes in Indexes Used For Reimbursement Of Travel Expenses	Budget & Performance Improvement	December 17, 2014 Commission Item C4D	John Woodruff	6/17/2015	

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
247	Discussion Regarding Partial Payments Of Annual And Sick Leave For Participants Of The Deferred Retirement Option Plan (DROP)	Deede Weithorn	December 17, 2014 Commission Item C4E	Sylvia Crespo-Tabak	6/17/2015	