



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

COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: February 2, 2015

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

The agenda is as follows:

SPECIAL ITEMS

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

Max Sklar – Tourism, Cultural and Economic Development Director

OLD BUSINESS

3. Discussion Regarding 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 (*July 30, 2014 Commission Item C4A*)(231)

Saul Frances – Parking Director

4. Discussion Regarding The Renewal Of The City Manager Jimmy Morales's Employment Contract (*December 17, 2014 Commission Item C4B*)(244)

Jonah Wolfson – Commissioner

NEW BUSINESS

- 5. 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

- 6. Discussion Regarding the Possible Addition of Personal Watercrafts to Our Police Department's Fleet** *(November 19, 2014 Commission Item C4H)(236)*

Daniel Oates – Police Chief

- 7. 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

- 8. Discussion Regarding A Retail Lease Agreement Between The Miami Beach Redevelopment Agency (RDA) And Artconnection International, Inc. For Suite #6 In The Anchor Shops Located At 100 16th, Miami Beach, Florida 33139**

Max Sklar – Tourism, Cultural and Economic Development Director

- 9. Discussion Regarding Crowe Horwarth Performance and Operational Audit Report, Finding PCI - 03 Concurrency Fee Policies And Procedures**

Jimmy Morales – City Manager

ITEMS REFERRED AT January 14, 2015 COMMISSION MEETING

- 10. Discussion Regarding First Class Parking Valet Parking Concession Agreement** *(January 15, 2015 Commission Item C4A)(249)*

Saul Frances – Parking Director

- 11. Referral To The February 2, 2014 Finance And Citywide Projects Committee To Discuss Implementing A Contractor Prequalification Program In An Effort To Expedite Infrastructure Improvements** *(January 15, 2015 Commission Item C4B)(250)*

Alex Denis – Procurement Director

- 12. Discussion Regarding Changes To The Resort Tax Quality Of Life Funding Allocations** *(January 15, 2015 Commission Item C4C)(251)*

John Woodruff – Budget and Performance Improvement Director
Jose Gonzalez – Transportation Director

- 13. Discussion Regarding Vacation Of Liberty Avenue (Palm Avenue) Between 22nd Street (Ocean Avenue) And 23rd Street (Atlantic Avenue) (January 15, 2015 Commission Item C4D)(252)**

David Martinez – Capital Improvement Project Director

- 14. Discussion Regarding The Requirement For City Contractors To Provide Equal Benefits For Domestic Partners (January 15, 2015 Commission Item C4J)(253)**

Alex Denis – Procurement Director

- 15. Discussion On Repurposing The Citywide Public Access Wifi System For Police Equipment Connectivity - Fiscal Year 2014-2015 In Accordance With The Options Pursuant To LTC 272-2014 (January 15, 2015 Commission Item C4K)(254)**

Daniel Oates – Police Chief
David Hernandez – Lieutenant Police

- 16. Discussion Regarding A Resolution Authorizing The City Manager To Exercise The Sole Renewal Option For A Term Of Six (6) Months, Commencing January 31, 2015 And Ending July 31, 2015, Pursuant To The Agreement Between The City And Limousines Of South Florida, Inc., Dated January 31, 2014, For The Maintenance And Operation Of A City of Miami Beach Trolley Systems For Municipal Circulator Services (January 15, 2015 Commission Item C7K)(255)**

Jose Gonzalez – Transportation Director

- 17. Discussion Regarding Issuing An RFP For Parking Attendants For The City's Parking Garages With The Term Agreement Commencing On August 16, 2015, The Day Following The Expiration Of The City's Agreement With SP Plus Municipal Services (Contract No.: RFP - 17-10/11) (January 15, 2015 Commission Item R9F)(256)**

Saul Frances – Parking Director

- 18. Discussion and Referral To Land Use And Development Committee and Finance and Citywide Projects Committee Regarding Completion Of The Central Bayshore Area Storm Water And Roadways Construction (January 15, 2015 Commission Item R9S)(257)**

David Martinez – CIP Director

ITEMS REFERRED AT January 27, 2015 COMMISSION MEETING

19. Discuss regarding the Issuance of Bonds to Finance the Miami Beach Convention Center Project and for additional Stormwater Revenue Bonds. *(January 27, 2015 Commission Item C4D)*

Patricia Walker – Chief Financial Officer

Finance and Citywide Projects Committee Meetings for 2015:

March 2, 2015

April 8, 2015

May 11, 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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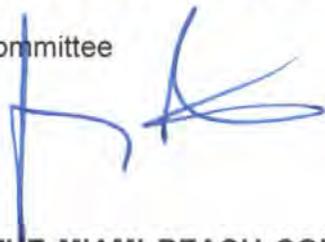
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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager 

DATE: February 2, 2015

SUBJECT: **A DISCUSSION REGARDING THE MIAMI BEACH CONVENTION CENTER BOOKING POLICY**

BACKGROUND AND ANALYSIS

The City approved the Booking Policy for the Miami Beach Convention Center on June 7, 1989, which was subsequently revised on October 4, 1989, June 6, 1990, July 8, 1992, June 3, 1998, May 12, 1999, July 7, 1999, and April 16, 2001. The most recent revision on April 16, 2001 was approved pursuant to Resolution No. 2001-24394 which clarified designation of First Priority status and City Manager discretion concerning same. The Booking Policy has not been revised since 2001.

As you know, in April 9, 2014, Request for Qualifications No. 2014-142ME for the Design Criteria Professional (DCP) services for the Miami Beach Convention Center Renovation was awarded to Fentress Architects. Construction is anticipated to begin immediately following Art Basel in Miami Beach 2015 and is expected to be completed in middle 2018. Group business generally books their events more than 24 months (2 years) into the future. With that in mind, the City needs to decide, in very near future, what if any changes to the Booking Policy should be considered in order to set booking goals for the Greater Miami Convention and Visitors Bureau (GMCVB) and Global Spectrum (Global).

In considering potential changes the type of event (convention, trade show and consumer shows) determines what demands the facility and surrounding area are likely to experience and what kinds of attendees and exhibitors can be expected. To a large degree the Center must also consider the overall economic impact the show will have to the City at large. Tax generation and City fees inclusive of the additional sales tax revenue from visitors and increased local consumption patterns can provide a significant amount of revenue to the City and the local businesses. The propensity of the various attendees and exhibitors to spend money in local businesses, hotels, shops, restaurants, tourist attractions, use of local public transportation (taxis, and rental cars) and entertainment establishments need to be considered and included in the overall assessment of the show as a net revenue contributor to the local economy. The purpose of the Convention Center is not to make money, but to generate business for our hotels and restaurants, which in turn generates resort tax revenue.

Below is a table broadly defining event impact:

	Conventions	Trade Shows	Consumer Shows
Example	Dermatologists	Jewelers International	Home Show
2014 Average Attendance *	4,800	4,900	11,600
Economic Impact	High	Moderate	Low
Building Revenue Impact	Moderate	Moderate +	High
Typically arrive	Via Taxi/Bus	Car	Car
Traffic Impact	Low	Moderate	High

* Excludes Art Basel and the Boat Show with 70,000 and 140,000 in attendance respectively.

The current Booking Policy includes First Priority designation for long standing shows, defined as one which has a minimum of 20 consecutive years usage in Convention Center under the same ownership (Grandfathered First Priority). If the show has multiple events in MBCC in a calendar year, the first priority designation applies to only one of the show events in the calendar year. This is a rather unique aspect of our policy and not something found in other destination's booking policies. These grandfathered events include Antique Show, Miami International Boat Show, Jewelry International Show, Miami Auto Show and the Home Show. With the exception of Jewelry International Show, all are consumer shows. It is no secret the Convention Center is below the national average as it pertains to the total number of annual conventions held in the Center.

In considering Booking Policy changes, the City Commission should also be aware that Grandfathered First Priority shows are currently able to obtain License Agreements for use of the Convention Center up to 36 months prior to the show. Group business (conventions) typically book shows at least 24 months in advance. A large group attempting to book during a date pattern conflicting with a Grandfathered First Priority show, even if they contract for more hotel rooms on peak, would not be able to book in the Convention Center unless the Grandfathered First Priority agrees to move their dates. There have been examples in the past where Grandfathered First Priority shows have accommodated the destinations desire to book another show during their dates, but there are also examples where the destination has lost conventions as a result of this policy.

The Administration believes that peak room nights should be the overarching requirement used to determine whether an event receives First Priority designation. Additionally, the Booking Policy also allows for the rooms night verification to be used as a method of confirming peak room nights generated as a result of the event. The City has a prescribed verification process that is used which allows an independent third party accounting/auditing firm licensed in the State of Florida to be used to verify the peak room nights. Audited reports will be submitted to the Convention Center General Manager and Greater Miami Convention and Visitors Bureau Senior Vice President of

Sales along with the statement from the auditor indicating their validation of the method of data collection, the accuracy of the data as determined by their testing of the data, and their agreement with the conclusions of room night consumption as presented by the client.

Attached is a copy of the current Booking Policy, Exhibit "1", for your reference as part of this discussion. Additionally, the City Code does require review and a recommendation from the Convention Center Advisory Board (CCAB) before the City Commission makes a final decision. The CCAB had an initial discussion of the policy and unanimously passed a motion recommending elimination of the Grandfather First Priority designation and also recommended the City allow First Priority events to book at least 18 months prior to the show instead of the current policy of 24 months. The Administration, Global Spectrum and the GMCVB all agree with the CCAB recommendation. This recommendation is in line with the sentiment expressed by the City Commission at the November 2014 meeting, which was to amend the Booking Policy to prioritize convention bookings.

The Administration continued to work with Global Spectrum, the GMCVB and Strategic Advisory Group to prepare revisions to the Booking Policy that prioritizes room night generating business. A draft of these changes is attached at Exhibit "2". The following highlights the changes being recommended:

- Addition of a second and third priority booking category
- Requirement of an executed License Agreement with the Convention Center to be considered a confirmed booking
- Reduction of move-in and move-out days required for an event

Priority	Booking Window	Minimum Peak Room Night requirement
1	> 24 months (exclusive access)	1,500 (peak)
2	13 – 24 months	500 – 1,499 (peak)
3	0 – 13 months	No requirement

CONCLUSION

The Administration is seeking direction from the Finance Committee before proceeding to the City Commission.

JLM/KGB/MAS

EXHIBIT "1"



BOOKING POLICIES

I. STATEMENT OF PURPOSE:

The Miami Beach Convention Center (the "MBCC" or the "Center") is a national and international convention, tradeshow, and multi-purpose facility owned by the City of Miami Beach and operated by GLOBAL SPECTRUM, L.P.. The MBCC was enlarged and remodeled in part with Convention Development Tax proceeds with the primary objective of promoting and facilitating events and activities which have a significant impact in terms of Convention Development Tax generated.

In addition, the MBCC was developed with a secondary objective of providing services and facilities to respond to the needs of County and local activities which promote business and generally enhance the quality of life for the community the MBCC serves.

When booking the MBCC, consideration shall be given by both the Bureau and the Convention Center management to the following factors:

- a) Significant impact in terms of Convention Development Tax generated;
- b) Total number of hotel rooms required;
- c) Projected revenue to the MBCC both in terms of direct space rental revenue, as well as projected revenue from concessions and other building services;
- d) Time of year;
- e) Potential for repeat booking; and
- f) Previous history and experience of the potential user with respect to use of similar facilities.

II. SCHEDULING PRIORITIES:

A. First Priority Events: Generally speaking, first priority for scheduling facilities and dates in the MBCC is available to regional, national and international conventions, trade shows, cultural shows, corporate meetings and similar activities which are not open only to the general public, and have a significant impact in terms of Convention Development Tax generated. In order to be considered for a First Priority designation, an event shall:

- require in excess of 115,000 gross square feet of exhibit space contracted in the MBCC;

EXHIBIT "1"

BOOKING POLICIES (continued)...

AND EITHER

- require a minimum of three nights with 1500 hotel rooms occupied on the peak night in Miami-Dade County

OR

be a long standing show, defined as one which has a minimum of 20 consecutive years usage in MBCC under the same ownership, is in good standing, which includes being current on all prior debts, and has paid all contractual obligations in a timely fashion to the facility. If the show has multiple events in MBCC in a calendar year, the first priority designation applies to only one of the show events in the calendar year.

Convention Development Tax impact and hotel room counts are based on prior history of the event and are subject to verification by (1) the Bureau; or (2) at user's expense, a qualified independent surveyor pre-approved by the Convention Center Advisory Board, provided that such surveyor's results shall be subject to review and approval by the Convention Center Advisory Board. In order to be considered for First Priority designation, an event shall have demonstrated the hotel room count history during presentation of the identical event either in Miami-Dade County or, in the case of events which move from city to city on a rotational basis or are relocating from another location, the hotel room count history of the identical event shall be verified by the Bureau using generally accepted industry standards, (i.e., DMAI MINT system or other) for such history verification.

Within the First Priority category, the Bureau will give preference to the event with the most significant impact in terms of Convention Development Tax generated. For purposes of conflict resolution, events having attained First Priority designation through the hotel peak room night verification process shall have precedence over those events having attained First Priority designation through the 20 year process.

In the event that First Priority Event status is granted, based in part upon the hotel room on peak night requirement as set forth above, the Convention Center Advisory Board shall require recertification of said hotel room requirement from First Priority Events every five (5) years from the most recent date of certification. In the instance that an event interrupts its regular scheduling, defined as failing to take place within six (6) months of its next anticipated presentation, First Priority status may be revoked.

B. Second Priority Events: Second priority for scheduling facilities and dates in the MBCC is available to consumer or public exhibitions, tradeshows (open to the trade only), local corporate meetings, special events, entertainment events, business meetings, and other activities which essentially draw from or appeal to the general public and/or local regional attendees and participants.

EXHIBIT "1"

BOOKING POLICIES (continued)...

Within the Second Priority category, the MBCC will give preference to recurring public shows and tradeshow held on an annual basis with a proven record of success at the MBCC, which have produced significant revenue to the MBCC, and have a significant impact in terms of Convention Development Tax generated (Convention Development Tax impact data shall be provided by the user). The MBCC may offer alternate dates in a given year which may result in termination of other Second Priority scheduling reservations. The foregoing criteria may also be used by the MBCC to reschedule or select between Second Priority Events in the case where a scheduling reservation for a First Priority Event impacts tentative scheduling reservations for two or more Second Priority Events.

C. **Discretion:** Subject to the priorities set forth above, the General Manager may exercise his discretion as to the issuance, modification, or termination of scheduling reservations.

III. BOOKING PROCEDURES

Reservations more than twenty-four (24) months before an event are normally handled through the Greater Miami Convention and Visitors Bureau (the "Bureau"), subject to approval of the MBCC, and are subject to the guidelines of Section II herein.

Facility and space scheduling commitments for First Priority Events may be made as far in advance as is necessary or appropriate and may supersede requests for other events and activities, unless a Lease Agreement has been previously executed by the MBCC and the user for such other event. Lease Agreements for First Priority Events may be entered into as far in advance as necessary or appropriate at the discretion of the General Manager of the MBCC (the "General Manager").

Tentative facility and date scheduling reservations for Second Priority Events are generally made not more than three years in advance, and are subject to change to accommodate First Priority Events, unless a Lease Agreement has been previously executed by the MBCC and user for such event. However, large consumer and public exhibitions and trade shows held on an annual basis may, at the discretion of the General Manager, obtain tentative scheduling reservations for facilities and dates on a long-term basis, subject to rescheduling or termination to accommodate First Priority Events. Lease Agreements for Second Priority Events, shall, upon request of the party holding the reservation, be issued twenty-four (24) months prior to the event. The Lease Agreement shall provide that if the Bureau has a potential First Priority Event seeking to lease the facility during Lessee's contracted dates, and within the fifteen to twenty-four month period prior the Lessee's event, the Lessee shall agree to use its best efforts to move its event a few days either way in order to accommodate the First Priority Event.

EXHIBIT "1"

BOOKING POLICIES (continued)...

Facilities and dates will be tentatively held pending notification to the contrary by either party. In the event a tentative commitment is released by the MBCC, the requesting party will be notified the facilities and/or dates have been released.

Facilities and dates reserved on First Option are reserved tentatively, but a conflicting commitment for the facilities and dates generally will not be made in favor of a second requesting party within the same scheduling priority without first offering the party holding a First Option an opportunity to either execute a lease agreement or release its reservation. A First Option held by a Second Priority Event can always be superseded by a First Priority Event, unless a lease agreement has been previously executed. At the discretion of the General Manager, a party with a First Priority Event holding a First Option may be required, within seven (7) days of written notice, to execute a lease agreement and post a deposit at any time that the General Manager has a good faith request in writing from another First Priority Event for the same dates.

Facilities and dates reserved on a Second Option basis will be reserved tentatively, and the absence of a valid First Option hold for the same space and time shall not guarantee the elevation of a Second Option hold to a First Option hold.

Facilities and dates are considered as confirmed or under contractual commitment only upon execution of a MBCC Lease Agreement by the event sponsor and the City of Miami Beach specifying all details of the commitment. However, facilities and dates may be held as "firm" upon receipt of a letter of confirmation signed by both the event sponsor and the General Manager, pending the preparation, negotiation, and execution of a Lease Agreement. In the event such a letter of confirmation is signed by both the sponsor and the General Manager, no conflicting scheduling will be made during a reasonable period to preparation, negotiation, and execution of a Lease Agreement.

IV. PROTECTION CLAUSE:

A Protection Clause shall, upon the recommendations of the Convention Center Advisory Board, the General Manager, and subject to the approval of the City Manager, be granted to recurring local, regional, and international public and tradeshow with a proven record of success, defined herein as the successful completion of at least two consecutive shows in two years, which have produced significant revenue to the MBCC. If granted, such Protection Clause will be included in the Lease Agreement and, thereafter re-reviewed every three (3) years by the Convention Center Advisory Board and the General Manager, and subject to the approval of the City Manager, in future Lease Agreements. Notwithstanding the foregoing, the granting of a Protection Clause in a Lease Agreement shall not vest any right (s) or reliance on the part of the Lessee as to the granting of said Clause in subsequent or future Lease Agreements, but shall at all times be subject to the review and approval procedures set forth here:

EXHIBIT "1"

BOOKING POLICIES (continued)...

In consideration for the continuation of a Date Protection clause inclusion in subsequent lease agreements, the Convention Center Advisory Board recommendation and City Manager approval shall consider the following criteria:

- Required usage of at least 115,000 gross square feet of exhibit space
- Event history and trending of total revenue to the MBCC
- Event history and trending of net square footage utilized in the MBCC
- Event history and trending of attendance in the MBCC
- Timeliness and adherence to payment terms at the MBCC
- Continuous scheduled presentation of the event at the MBCC
- Compliance by lessee with MBCC building operating policies and procedures

The Protection Period shall not exceed a total of sixty (60) days, plus the show days. The number of days prior to and after the event shall be the subject of agreement between the Lessee and the General Manager, but a minimum of fifteen (15) days shall be required on each side of the event. Upon the recommendation of the Convention Center Advisory Board, a Protection Clause in excess of sixty (60) days may be granted for highly competitive events with highly significant revenue to the MBCC. In the instance that an event interrupts its regular scheduling, defined as failing to take place within six (6) months of its next anticipated presentation, its Date Protection status may be revoked.

If a Protection Clause is granted, it will read as follows:

PROTECTION CLAUSE:

Lessor agrees that it will not lease any portion of the Convention Center facility to any Competing Event for the period commencing _____ days before Lessee's first show day, and concluding _____ days after Lessee's last show day (the "Protection Period"). A "Competing Event" is hereby defined as an event which has thirty percent (30%) or more of the total number of exhibitors/booths in the same event showing/selling product lines in the Lessee's event; provided, however, that a show that is open to the public shall never be deemed a Competing Event with a show open only to the trade, and vice versa. The determination of whether or not an event is a "Competing Event" shall be solely within the discretion of the General Manager, and shall be based upon the product lines in the proposed event's prior shows.

EXHIBIT "1"

BOOKING POLICIES (continued)...

V. DEPOSIT SCHEDULES:

Deposits are required for all activities upon execution of a formal MBCC Lease Agreement.

A. First Priority Events: A deposit in the amount of one day's minimum guaranteed rental per hall, or such other deposit as the General Manager may authorize, is required upon execution of the Lease Agreement. For events leased several years or more in advance, special arrangements may be negotiated, at the Center's option, for a lesser deposit upon lease execution, with the deposit balance due and payable sixty (60) days in advance of the event.

B. Second Priority Events: A minimum deposit will be required upon execution of the Lease Agreement as follows: one day's minimum guaranteed rental for the first hall, and an additional 33-1/3% of one day's minimum guaranteed rental for each additional hall. However, first-time events without a past history of success, and event sponsors with inadequate references, or prior event sponsorships, a record of slow payment, etc., may be required, at the Center's option, to remit up to one hundred percent (100%) of anticipated rental and related expenses upon execution of Lease Agreement.

VI. VARIANCE FROM POLICY:

Events and circumstances not covered in the above scheduling policies may be subject to special conditions, and as deemed appropriate by the City Manager. No variance from the Center's policies, as represented in the above terms, may be made without first being submitted to the General Manager and CCAB for consideration.

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MIAMI BEACH CONVENTION CENTER
MIAMI BEACH, FLORIDA

BOOKING POLICY GUIDELINES

I. STATEMENT OF PURPOSE:

The Miami Beach Convention Center (the "MBCC" or the "Center") is a national and international convention, tradeshow, and multi-purpose facility owned by the City of Miami Beach. The MBCC was enlarged and remodeled in part with Convention Development Tax proceeds with the primary objective of promoting and facilitating events and activities which have a significant impact in terms of Convention Development Tax generated.

In addition, the MBCC was developed with a secondary objective of providing services and facilities to respond to the needs of County and local activities which promote business and generally enhance the quality of life for the community the MBCC serves.

When booking the MBCC, consideration shall be given by both the Greater Miami Convention and Visitors Bureau (the "Bureau") and the Convention Center management to the following factors:

- i. Significant impact in terms of Convention Development Tax generated;
- ii. Total number of hotel rooms required;
- iii. Projected revenue to the MBCC both in terms of direct space rental revenue, as well as projected revenue from concessions and other building services;
- iv. Time of year;
- v. Number of move-in and move-out dates required for the event;
- vi. Potential for repeat booking;
- vii. Previous history and experience of the potential user with respect to use of similar facilities; and
- viii. Economic Impact/Direct spending.

II. SCHEDULING PRIORITIES:

- A. **First Priority Events:** Generally speaking, first priority for scheduling facilities and dates in the MBCC is available to regional, national and international conventions, trade shows (open to the trade only), cultural shows, corporate meetings and other activities which have a significant impact in terms of Convention Development Tax generated and overall economic impact. In order to be considered for a First Priority designation, an event shall:

- i. require in excess of 115,000 gross square feet of exhibit space contracted in the MBCC;
- ii. require a minimum of three nights with 1,500 hotel rooms occupied on the peak night in Miami-Dade County;
AND
- iii. generate over 4,000 room nights in total.

Convention Development Tax impact and hotel room count calculations are based on contracted room nights as demonstrated by room block agreements with hotels in Miami-Dade County subject to verification by the Bureau. Alternatively, for an event that is booked in the future, this impact may be based on prior history of the event; subject to verification by (1) the Bureau; and (2) at user's expense, a qualified independent auditor licensed to perform audits within the State of Florida, if deemed necessary. An independent auditor will be used only when the event cannot demonstrate the history or does not enter into hotel contracts as a practice. In order to be considered for First Priority designation, an event shall have demonstrated the hotel room count history during presentation of the identical event either in Miami-Dade County or, in the case of events which move from city to city on a rotational basis or are relocating from another location, the hotel room count history of the identical event shall be verified by the Bureau using generally accepted industry standards, (i.e., DMAI MINT system or written verification from a prior location CVB) for such history verification.

Within the First Priority category, the Bureau will give preference to the event with the most significant impact in terms of Convention Development Tax generated.

In the event that First Priority Event status is granted, based in part upon the hotel room on peak night requirement as set forth above, the City, shall require recertification of said hotel room requirement from First Priority Events annually when hotel contract verification is used. If the above audit process is utilized, the City will require an audit every three years. In the instance that an event interrupts its regular scheduling, defined as failing to take place within six (6) months of its next anticipated presentation, First Priority status may be revoked.

- B. **Second Priority Events:** Second Priority Events will have similar characteristics as first priority events. The room block requirement will be for two nights with one peak night ranging from 500 to 1,499 rooms. A second priority event will utilize 1,500 to 3,999 room nights in total. The other characteristics that are mentioned above will also be considered.
- C. **Third Priority Events:** Third Priority for scheduling facilities and dates in the MBCC is available to all other events. Third Priority Events do not have a peak room night requirement. MBCC revenue and community impact will be important characteristics in securing Third Priority Events.

- D. **Discretion:** Subject to the priorities set forth above, the General Manager may exercise his discretion as to the issuance, modification, or termination of scheduling reservations.

III. BOOKING PROCEDURES

Reservations more than twenty-four (24) months before an event are normally handled through the Greater Miami Convention and Visitors Bureau, subject to approval of the MBCC, and are subject to the guidelines of Section II herein.

Facility and space scheduling commitments for First Priority Events may be made as far in advance as is necessary or appropriate and may supersede requests for other events and activities, unless a License Agreement has been previously executed by the MBCC and the user for such other event. License Agreements for First Priority Events may be entered into as far in advance as necessary or appropriate at the discretion of the General Manager of the MBCC (the “General Manager”). License Agreement will be produced by the MBCC no longer than 60 days from the date the event is secured at MBCC. Provided that the event is secured at least 24 months in advance, the user will be allowed 90 days from the receipt of the License Agreement to sign and return it to the MBCC, along with the required deposit. In the event the License Agreement is not signed or the deposit is not received within 90 days, the event will lose its First Priority status and another event can secure the requested dates and space. The General Manager will determine an appropriate period of time for signature acceptance of a License Agreement and deposits for events that secure fewer than 24 months in advance.

Facility and date scheduling reservations for Second Priority Events will not be secured more than 24 months in advance, and are subject to change to accommodate First Priority Events, prior to a License Agreement being executed by the MBCC and user for such event. License Agreements for Second Priority Events, shall, upon request of the party holding the reservation, be issued twenty-four (24) months prior to the event.

Facility and date scheduling for Third Priority Events will not be secured more than 13 months in advance. License Agreements will not be finalized prior to 13 months in advance. MBCC will execute License Agreements when eligible to ensure timely execution for Third Priority users.

Priority	Booking Window	Minimum Peak Room Night requirement
1	> 24 months (exclusive access)	1,500 (peak)
2	13 – 24 months	500 – 1,499 (peak)
3	0 – 13 months	No requirement

Facilities and dates will be tentatively held pending notification to the contrary by either party. In the event a tentative commitment is released by the MBCC, the requesting party will be notified the facilities and/or dates have been released.

Facilities and dates reserved on First Option are reserved tentatively, but a conflicting commitment for the facilities and dates generally will not be made in favor of a second requesting party within the same scheduling priority without the party holding a First Option having the opportunity to execute a License Agreement within the timeline specified or release its reservation. A First Option held by a Second or Third Priority Event can always be superseded by a First or Second Priority Event, unless a License Agreement has been previously executed. At the discretion of the General Manager, a party with a First Priority Event holding a First Option may be required, within seven (7) days of written notice, to execute a License Agreement and post a deposit at any time that the General Manager has a good faith request in writing from another First Priority Event for the same dates.

Facilities and dates reserved on a Second Option basis will be reserved tentatively, and the absence of a valid First Option hold for the same space and time shall not guarantee the elevation of a Second Option hold to a First Option hold.

Facilities and dates are considered as Definite (under contractual commitment) only upon execution of a License Agreement by the event sponsor and the City of Miami Beach, specifying all details of the commitment and accompanied by the required initial deposit. In the case of large, city-wide conventions (defined as groups that require the use of all four Exhibition Halls at the Miami Beach Convention Center and have at minimum 3,500 rooms on their peak night) taking place more than five years in the future and where the sponsoring organization is unable to execute a formal License Agreement, the reservation of the facilities and dates may be considered Definite upon the execution of a Letter of Intent by an officer of the event, the Greater Miami Convention and Visitor Bureau, and the General Manager of the Miami Beach Convention Center (or City Manager as appropriate) accompanied by a non-refundable deposit of no less than \$1,000 and evidence of a room block(s) totaling no fewer than 8,000 room nights, including specific documentation from the hotel(s) of the overall hotel package. The Letter of Intent must be of the standard form used by the Greater Miami Convention and Visitors Bureau (as approved by the City of Miami Beach) which at minimum shall require that a License Agreement be executed no later than five years in advance of the first move-in day of the event and shall define a schedule for incremental, non-refundable deposits that shall be paid to the Miami Beach Convention Center to maintain the booking as Definite.

IV. PROTECTION CLAUSE: REPEAT BUSINESS

A Protection Clause shall, upon the recommendations of the General Manager, and subject to the approval of the City Manager, be granted to recurring events with a proven record of success, defined herein as the successful completion of at least two consecutive shows in two years, which have produced significant revenue to the MBCC or significant impact in terms of Convention Development Tax generated. First Priority users will be required to furnish the required room night consumed and economic impact results within 90 days of the events final event day. If the

consumed room nights falls below the agreed upon first priority threshold, the user may lose First Priority status. If granted, such Protection Clause will be included in the License Agreement and, thereafter re-reviewed at minimum every three (3) years by the General Manager, and subject to the approval of the City Manager, in future License Agreements. Notwithstanding the foregoing, the granting of a Protection Clause in a License Agreement shall not vest any right(s) or reliance on the part of the Licensee as to the granting of said clause in subsequent or future License Agreements, but shall at all times be subject to the review and approval procedures set forth here:

The Protection Period shall not exceed a total of sixty (60) days, plus the show days. The number of days prior to and after the event shall be the subject of agreement between the Licensee and the General Manager, but a minimum of fifteen (15) days shall be required on each side of the event.

If a Protection Clause is granted, it will read as follows:

PROTECTION CLAUSE:

Licensors agree that it will not license any portion of the Convention Center facility to any Competing Event for the period commencing 30 days before Licensee's first show day, and concluding 30 days after Licensee's last show day (the "Protection Period"). A "Competing Event" is hereby defined as an event which has thirty percent (30%) or more of the total number of exhibitors/booths in the same event showing/selling product lines in the Licensee's event; provided, however, that a show that is open to the public shall never be deemed a Competing Event with a show open only to the trade, and vice versa. The determination of whether or not an event is a "Competing Event" shall be solely within the discretion of the General Manager, and shall be based upon the product lines in the proposed event's prior shows.

V. DEPOSIT SCHEDULES:

Deposits are required for all activities upon execution of a formal MBCC License Agreement.

- A. **First Priority Events:** A deposit in the amount of one day's minimum guaranteed rental per hall, or such other deposit as the General Manager may authorize, is required upon execution of the License Agreement. For events licensed five years or more in advance (as allowed by this policy), special arrangements may be negotiated, at the Center's option, for a lesser deposit upon License Agreement execution and a defined schedule for intermediate deposit payments, with the balance of all estimated charges being due and payable sixty (60) days in advance of the event.

- B. **Second Priority Events:** A minimum deposit will be required upon execution of the License Agreement as follows: one day's minimum guaranteed rental for the first hall, and an additional 33-1/3% of one day's minimum guaranteed rental for each additional hall. However, first-time events without a past history of success, and event sponsors with inadequate references, or prior event sponsorships, a record of slow payment, etc., may be required, at the Center's option, to remit up to one hundred percent (100%) of anticipated rental and related expenses upon execution of License Agreement.
- C. **Third Priority Events:** A minimum of 100% of one day's minimum guaranteed rent for all MBCC secured space will be required.

VI. MOVE IN/MOVE OUT GUIDELINES:

MBCC will offer one complimentary move-in or move-out day for every show day (open to attendees or public). MBCC will charge the standard rental rates with any additional service charges for days needed beyond the stated allocation. MBCC may ask for paid move in and/or move-out days to be released based on other group needs for that timeframe.

VII. VARIANCE FROM POLICY:

Events and circumstances not covered in the above scheduling policies may be subject to special conditions, and as deemed appropriate by the City Manager. No variance from the Center's policies, as represented in the above terms, may be made without first being submitted to the General Manager for consideration, but shall be subject to final consideration and approval of the City Manager.

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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: February 2, 2015

SUBJECT: **SP PLUS MUNICIPAL SERVICES (STANDARD PARKING CORPORATION)**

BACKGROUND

On July 30, 2014, the Mayor and Commission approved a referral item requested by Commissioner Wolfson, Item No. C4A, entitled, "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; and (2) Extending the Agreement on a month-to-month basis; and (3) Issuing a new RFP (Request for Proposals) for parking attendants for the City's parking garages". Commissioner Wolfson requested this item be discussed at the December 12, 2014, Finance and Citywide Projects Committee meeting.

ANALYSIS

On May 11, 2011, the Mayor and Commission approved Resolution No. 2011-27658, authorizing the Mayor and City Clerk to execute an agreement with SP Plus as a result of RFP No. 17-10/11, for parking attendants for the City's parking garages. An agreement for an initial three (3) year term, commencing on August 16, 2011, and expiring on August 15, 2014, was executed.

On April 23, 2014, the Mayor and Commission approved Item No. C2D, authorizing the City Manager to extend the Agreement with SP Plus Municipal Services, as authorized in the agreement. The first of two one (1) year renewal options with SP Plus Municipal Services was exercised and commenced on August 16, 2014 and will expire on August 15, 2015.

CONCLUSION

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

JLM/KGB/SF

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MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSIONER

MEMORANDUM

To: Patricia Walker,

From: Jonah Wolfson, Commissioner

Date: December 15, 2014

Re: **Finance & Citywide Projects Committee Agenda Discussion Item**

Please place on the February 2, 2015, Finance Committee Agenda the following issue for discussion:

A discussion regarding the renewal of the City Manager Jimmy Morales's employment contract

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COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: February 2, 2015

SUBJECT: **A DISCUSSION REGARDING THE LIVE NATION MANAGEMENT AGREEMENT FOR THE JACKIE GLEASON THEATER.**

BACKGROUND

On September 10, 2014, the City Commission directed the Administration to prepare a traffic study related to the development of a convention center headquarter hotel on the City Commission approved site (refer to Exhibit A) at the corner of 17th Street and Convention Center Drive, behind the Fillmore Theater. Completion of hotel traffic study and City Commission guidance on maximum number of hotel rooms is expected to occur in December 2014. In addition, the City Commission requested the Administration prepare a schedule for the potential procurement of a hotel developer. The following outlines hotel RFP schedule options and actions the Commission will need to take to meet the desired schedule.

- October 2014 – Commission directs staff to begin the hotel RFP process and refers an item to the Land Use Committee to assess the minimum hotel parking requirement and maximum hotel height requirement.
- November 2014 – Planning Board takes action on the minimum hotel parking requirement and maximum hotel height requirement.
- December 2014
 - Land Use Committee takes action on the minimum hotel parking requirement and maximum hotel height requirement.
 - Completion of hotel traffic study and City Commission guidance on maximum number of hotel rooms.
 - City Commission first reading of any ordinances required for the minimum hotel parking requirement and maximum hotel height requirement.
- January 2015
 - City Commission second reading of any ordinances required for the minimum hotel parking requirement and maximum hotel height requirement.
 - City Commission action to approve the Hotel RFP (including the lease template and room block agreement).
- February 2015 – Pre-submission conference.
- March 2015 – Proposals due.
- April 2015 – Proposal analysis, interviews.
- May 2015 – City Commission selection of the Hotel developer.
- June-July – Finalize lease negotiations, draft ballot language.
- August 2015 – City Commission approval of the ballot language and final lease.
- September 4, 2015 – Ballot language and final lease to County Clerk.
- November 2015 – Hotel Referendum.

- 2016 Hotel design (if referendum passes).
- 2017-2018 Hotel construction (opens 12 months after Convention Center project completion)

In evaluating potential site, it is probable that the hotel will impact the rehearsal hall / backstage performance space and loading dock of the Fillmore. Therefore, the Administration began preliminary conversations with Live Nation to discuss the potential impact of this to their operations and negotiate mutually acceptable terms if the City were to proceed with the Convention Center Hotel at this location following the November 2015 referendum.

During these meetings Live Nation also raised some contractual terms that they would like renegotiated.

Summary of Existing Terms of Live Nation Management Agreement

Term - The Term of the Agreement is 10 Years, with one 5-year renewal option at the discretion of Live Nation. There is a second 5-year renewal option upon mutual agreement. The initial Term began on Thursday, June 21, 2007 and ends on August 31, 2017. Live Nation has a window to notify the City of its intent to renew which is no earlier than August 31, 2015 and no later than 270 days prior to August 31, 2017.

City Distribution – There is a Required City Distribution due to the City at the beginning of each Live Nation Fiscal Year. Since the Live Nation FY runs from January 1st to December 31st, the first year was prorated. Prorated distribution in the first year was \$525, 000 and is currently \$1,152,636.

Excess Distributions – The City may also qualify for Excess Distributions, depending upon the performance of the venue. These Distributions are due by March 1 of the subsequent year, if achieved. To date, they have never been achieved.

Food and Beverage Restrictions – Pursuant to Resolution No. 2009-27278 (Amendment No. 2), Live Nation may not sell, distribute, or serve food and/or beverages after 2am. Alcohol may not be sold in bottles.

Parking - The City reserves all rights to parking. Live Nation provides access rights to the porte-cochere area for valet parking purposes. However, the City and Live Nation had until June 21, 2008 to negotiate a pre-purchase Parking Agreement, if either party so desired. Although Live Nation attempted to negotiate a Parking Agreement, the prior administration did not pursue it.

Number of Events – Live Nation is required to have a minimum of 50 events by 17 different artists in any full year from January to December. Any booking that runs in excess of 30 days must be approved in writing by the City Manager.

Maintenance – Live Nation has responsibility for all maintenance and upkeep, including capital renewal and replacement, for the facility.

Free City Use – The City has the right to use the facility two times per year without paying rent. However, the City does need to pay all other operating charges.

Free Charitable Use – The City has the right to use the facility for a charitable use two times a year without paying the rental fee. However, the City does need to pay all other operating expenses.

Playground Review – The City has the right to use the facility on the Tuesday, Wednesday, and Thursday of the second week of July for the Playground Review throughout the Term pursuant to the same rules as above.

Complimentary Tickets – The City will receive 26 tickets in the upper 30% price range for every event.

School Tickets – The City shall be eligible to receive up to 28 tickets for performances promoted by Live Nation, subject to availability (meaning that if the show sells out, then likely there will be no tickets). Similarly, the 28 tickets may be spread out over a run, meaning that if an artist does more than one show, then the 28 tickets may be split between all the shows.

Community Benefit Fund – The Community Benefit Fund at the Jackie Gleason Theater was established by Resolution No. 83-17447 to provide discounted show tickets to senior citizen and student residents. It is funded by a \$1.50 surcharge on each ticket sold. The fund's purpose was further defined by Resolution No. 92-20454 to "present and promote performances, programs, shows and entertainment at reduced prices or free admission for the residents of Miami Beach." Resolution No. 98-22762 created the Community Benefit Fund Rent Waiver program, which pays the operator for theater rental fee waivers for up to twelve non-profit organizations per calendar year. Live Nation is required to collect the surcharge on behalf of the City and remits payment monthly. The agreement also includes a rent waiver program, funded by the Community Benefit Fund. The City and Live Nation are authorized to grant 12 rent waivers to non-profit organizations annually. The Agreement sets the rental fee for these community group rentals at \$3,000, which is paid by the Community Benefit Fund. If the fund ever gets to the point where it will not meet these obligations, then the surcharge may be adjusted to address the shortfall. The current balance in the Community Benefit Fund is \$764,542.

Proposed Amendments to Management Agreement

Live Nation is willing, if the terms are amenable, to allow the City, if a Convention Center Hotel is approved by referendum and if required to by the final design of the Hotel, to demolish a portion of the rear of the Facility as depicted in the attached Exhibit A. However Live Nation is seeking consideration for this concession. As depicted in the attached Exhibit B, Live Nation has sustained net operating losses in each year of managing the Facility, totaling approximately \$4.5 million since the inception of the agreement. Although Live Nation has honored the terms of their proposal, which were accepted in good faith by the City, like any business, they would like to work with the City to find way to generate annual operating profit. Therefore, in exchange for said approval, Live Nation and the City have been negotiated the following proposed amendments:

Term – The Management Agreement currently expires August 31, 2017. Live Nation

would like to exercise the first Renewal Option to continue until August 31, 2022 if they can be profitable. This renewal option is at Live Nation's discretion. Live Nation would also consider to simultaneously exercising the second renewal option until August 2027, on terms that are mutually agreeable to the City and Live Nation.

Required City Distribution -

- a. Live Nation has proposed to grant the City an option, to be exercised in the City's sole discretion, to recapture and demolish the rehearsal hall / backstage performance space. Live Nation has proposed an annual credit of \$250,000 in the Required City Distribution for providing the City with this discretionary option. Live Nation has also proposed an additional credit of \$100,000 in the annual Required City Distribution if the City exercises the option for a total annual credit of \$350,000. ***The Administration recommends against this and recommends a reduction of \$250,000 annually in the Required City Distribution only if the Convention Center Hotel is approved and design / construction requires the demolition of the rehearsal hall. This reduction is based on the approximate loss of annual revenue to Live Nation.***
- b. Convention Center Hotel reduction in City Distribution: As previously stated, if a Convention Center Hotel is approved by referendum it is probable that the hotel will impact the rehearsal hall / backstage performance space and loading dock of the Fillmore. If this occurs, the Facility will likely have to close to allow the contractor to remove the rehearsal hall / backstage space, reconnect all the facility systems and then close the rear wall. ***If the Facility closes on one or more occasions, the Administration agrees and recommends that Live Nation should receive a pro-rated per diem credit against the annual Required City Distribution payment equal to the duration of all such closure(s).***
- c. Construction / Business Interruption: The Administration and Live Nation believe that the Convention Center Renovation and Expansion, along with the potential construction of a Convention Center Hotel, will have an impact to the operation of the Facility. ***The Administration recommends that during the period of construction (from commencement of staging for construction until project completion) Live Nation will be entitled to a make-good credit/refund against the Required City Distribution payment (whether or not the venue closes) equal to the difference between (x) the average annual amount (using data from the 2 calendar years immediately prior to the year in which such redevelopment operations commenced) of Live Nation's "contribution margin" (defined below) and (y) the actual annual amount of Live Nation's contribution margin during such impacted calendar year (provided y is less than x). As used herein, "contribution margin" means the aggregate of all event revenues (ticket sales, food and beverage, fees, etc.), less the aggregate of all direct event expenses (talent costs, production, operations, cost of goods, labor, etc.).***

- d. Permanent reduction in City Distribution: When the Management Agreement was originally negotiated and subsequently executed, Live Nation and the City were not aware of the actual chilled water expenses related to cool the Facility. Chilled water for the Facility is provided by the chillers at the Convention Center. At that time, these expenses were absorbed by the Convention Center because the Jackie Gleason Theater and the Convention Center were both operated by one management company. Live Nation had originally estimated these costs to be \$1,500 monthly based on their experience at other similar facilities. However, the actual cost is approximately \$15,000 monthly. Therefore, Live Nation has requested a permanent reduction in the City Distribution equal to these unanticipated expenses and a credit for the chilled water expenses already paid to date. The annual reduction would be approximately \$164,000. **The Administration supports the request for an annual credit going forward, but does NOT support a retroactive credit.**
- e. Live Nation has requested the City re-set the annual Required City Distribution to \$1,000,000 for 2015, with 2% annual increases thereafter, and delete the 10-year CPI adjustment requirement in Section 3.2 of the Agreement. **The Administration recommends against this request.**

Food and Beverage Restrictions – **Live Nation has requested, and the Administration supports, the elimination of the no bottle service restriction.** This was originally included at the request of the nightlife industry who was concerned that Live Nation would operate the facility more like a nightclub and compete for business. This concern never materialized and Live Nation would like for this restriction to be removed.

Midnight Restriction - Live Nation is currently restricted from serving alcohol past midnight for Winter Music Conference and New Year's Eve. Similar to the aforementioned item, this was at the behest of the nightlife industry. Originally this restriction applied to all events, but was amended in 2011 so that Live Nation can sell alcohol until 2:00 am for all events, except for New Year's Eve and Winter Music Conference. **Live Nation is requesting, and the Administration supports, an amendment to Section 2.2(b).**

Parking - Live Nation would like to negotiate a pre-purchase Parking Agreement for up to 200 parking spaces in one of the City's owned garages in the area. Live Nation would like to then be entitled to sell these spaces for up to market value at the box office, online, phone or part of ticket packages. The City would also then be able to resell the spaces if they go unused after a predetermined period of time. **The Administration supports this request provided that the City's space rental rate applies to these spaces.**

Valet Parking - Live Nation would also like to increase the valet charge from \$15 per vehicle to \$20 per vehicle. They would also like pre-sell valet at the box office, online, phone or part of ticket packages. Live Nation would retain the additional \$5 per vehicle on all valet parking. **The Administration supports this request.**

Complimentary Tickets – **Consistent with the City’s Complimentary Ticket Policy, which was adopted via Resolution No. 2014-28638, the Administration recommends removing this requirement from the Management Agreement.**

Community Benefit Fund - Resolution 2014-28732 adopted on September 10, 2014, which approved the Cultural Affairs Strategic Plan. This approval included changes to the Fillmore Community Benefit Fund rent waiver program, including a requirement that rent waiver recipients be required to offer free or discounted tickets to Miami Beach residents. The number of rent waivers available annually would increase from 12 to 24, with the additional 12 waivers restricted to live theater productions. Waivers for use of the smaller ‘Backstage’ theater would require recipients to cap ticket prices at \$19, inclusive of all house and Ticketmaster surcharges. **This change should be made to the Management Agreement at the time any other amendments are considered.**

The below chart reflects the impact of the Administration’s recommendations.

2015	Projected	
Req. City Distribution	\$	1,171,659
Backstage Demo Credit	\$	250,000
Chilled Water Credit	\$	164,000
Adjusted City Dist.	\$	757,659

Add'l Revenue Potential	
Bottle Service	\$ 36,000
Parking Revenue	\$ 65,000
SubTotal	\$ 101,000

- Please note the chart does not reflect potential credits/refund against the Required City Distribution as a result of the construction of the convention center hotel or any closures to the Fillmore during the Convention Center Renovation and Expansion Project.

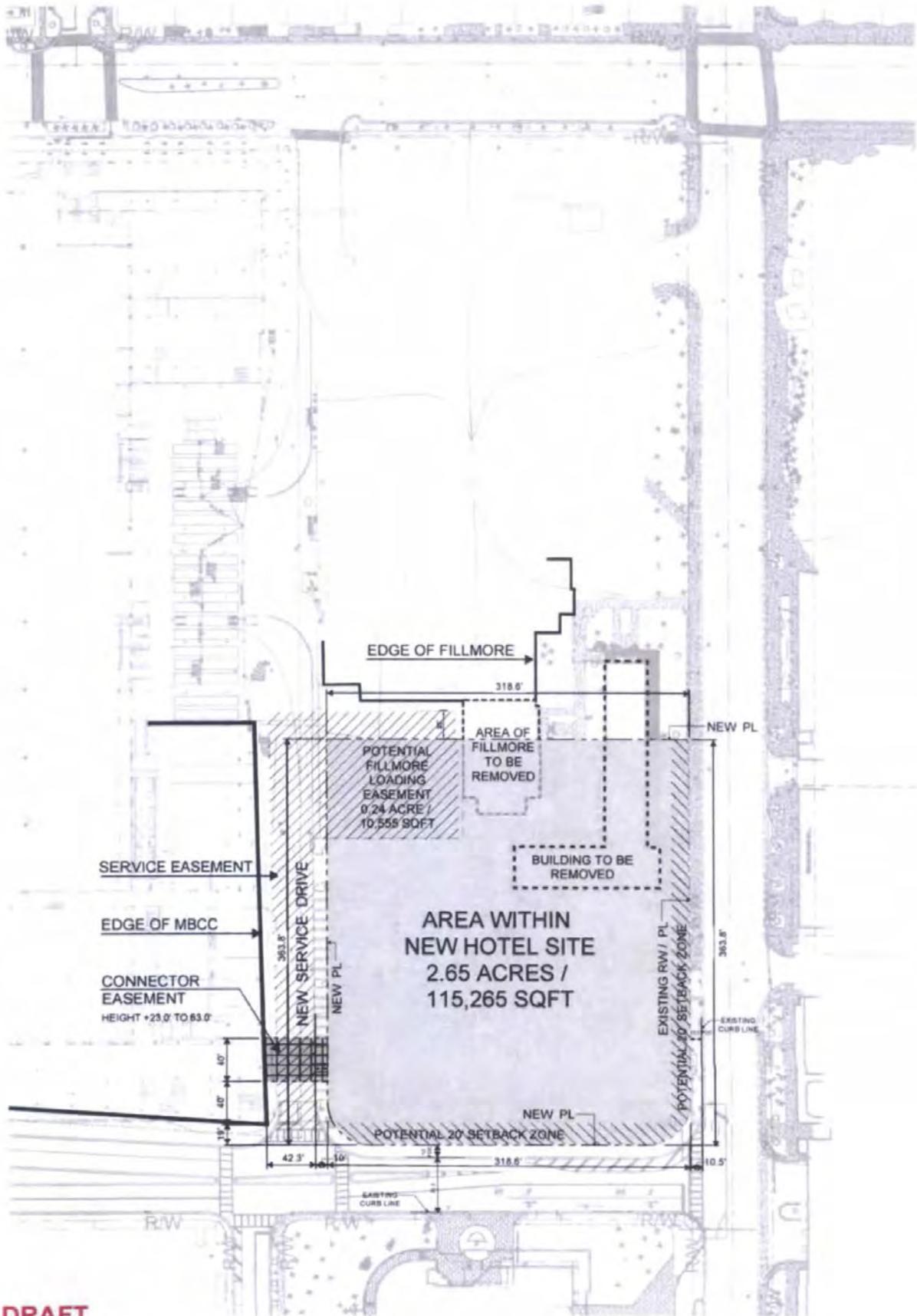
CONCLUSION

Prior to the agreement with Live Nation, the City was losing approximately \$800,000 annual prior to capital expenses. The City was able to create a \$2 million positive budget change with the execution of this Management Agreement. Live Nation has been a good partner and kept the Jackie Gleason Theater as a relevant facility for live entertainment in South Florida. To that end, the Administration generally supports renegotiating some of the terms and conditions of the Management Agreement in an effort to help Live Nation generate a return on their investment.

Live Nation is requesting a permanent reduction in the City Distribution due to the losses they have sustained to date and in an effort to start generating an operating profit, and also in light of uncertainty and interruption when the redevelopment impacts future business operations. The Administration is seeking direction from the Finance and Citywide Projects Committee prior to the conclusion of negotiations.

JLM:KGB:MAS
 Attachments

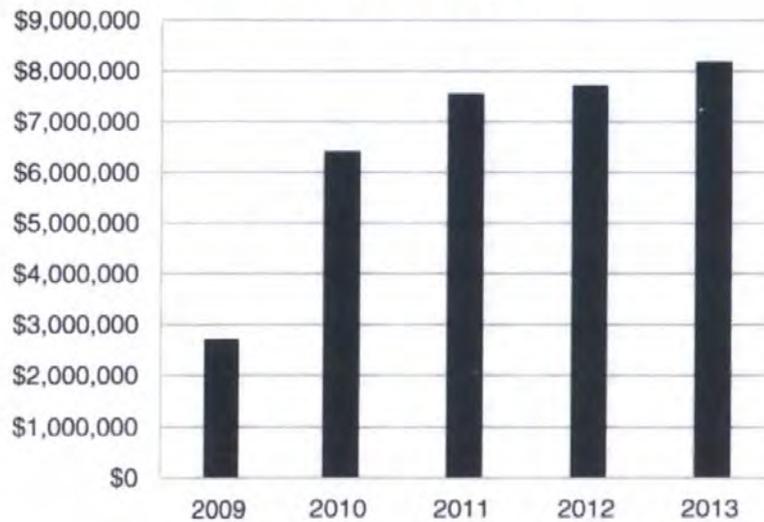
EXHIBIT A



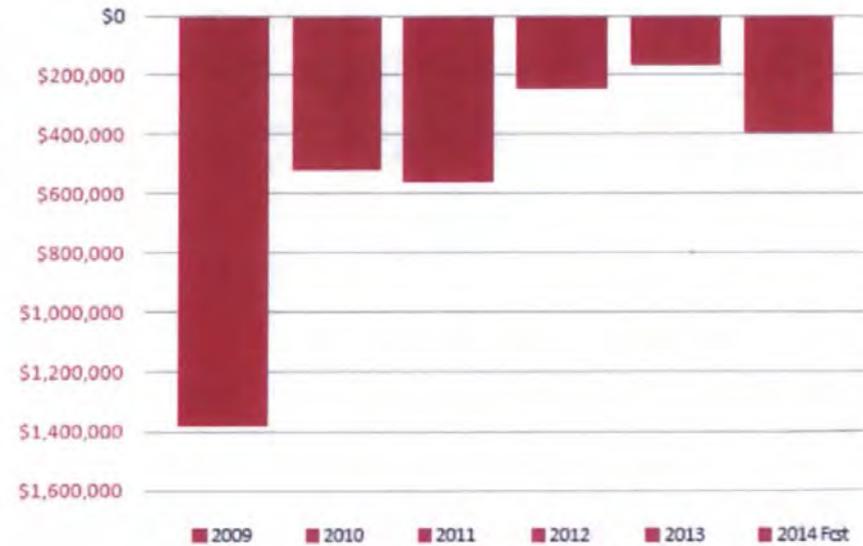
DRAFT
POTENTIAL HOTEL SITE
MBCC - 9/30/14



Economic Impact



Live Nation Losses



**Economic Impact increased significantly from 2009-2013 due to increased activity and attendance at venue

Fillmore Miami Beach
2011-2014 Water Analysis

2011

	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Totals
Actual Cost	\$10,349.44	\$5,802.59	\$11,207.90	\$8,837.22	\$11,464.60	\$23,367.15	\$15,686.61	\$16,340.22	\$17,678.40	\$15,056.77	\$15,409.38	\$22,595.87	\$ 173,596.16
# of Shows	1	6	21	8	7	17	5	9	16	11	12	11	124
Average Cost Per Show	\$10,349.44	\$933.77	\$533.71	\$1,104.65	\$1,637.80	\$1,374.54	\$3,137.32	\$1,815.58	\$1,104.90	\$1,368.80	\$1,284.12	\$2,054.17	\$2,224.90

2012

	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Totals
Actual Cost	\$6,541.98	\$16,221.06	\$15,168.84	\$10,307.43	\$9,155.88	\$16,306.90	\$19,814.50	\$22,717.72	\$15,782.27	\$14,451.88	\$5,852.91	\$8,466.33	\$ 160,787.70
# of Shows	3	8	23	9	8	18	5	5	13	11	7	4	114
Average Cost Per Show	\$2,180.66	\$2,027.63	\$659.51	\$1,145.27	\$1,144.49	\$905.94	\$3,962.90	\$4,543.54	\$1,214.02	\$1,313.81	\$836.13	\$2,116.58	\$1,837.54

2013

	1-Jan	1-Feb	1-Mar	1-Apr	1-May	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec	Totals
Actual Cost	\$5,813.92	\$7,213.01	\$5,516.48	\$6,732.32	\$11,855.61	\$21,479.17	\$16,699.20	\$18,887.06	\$20,593.72	\$15,654.00	\$10,630.50	\$15,530.00	\$ 156,404.99
# of Event Days	5	7	13	10	6	15	7	10	16	9	8	8	114
Average Cost Per Show	\$1,162.78	\$1,030.43	\$424.34	\$673.23	\$1,975.94	\$1,431.94	\$2,385.60	\$1,868.71	\$1,287.11	\$1,739.33	\$1,328.81	\$1,941.25	\$1,437.46

2014

	1-Jan	1-Feb	1-Mar	1-Apr	1-May	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec	Totals
Actual Cost	\$6,579.16	\$10,959.13	\$7,541.31	\$11,242.21	\$15,053.92	\$18,315.78	\$15,412.32	\$19,361.44	\$20,445.25				\$ 124,910.52
# of Event Days	6	11	8	8	15	11	6	4	15				
Average Cost Per Show	\$1,096.53	\$996.28	\$942.66	\$1,405.28	\$1,003.59	\$1,665.07	\$2,568.72	\$4,840.36	\$1,363.02				\$1,764.61



THE FILLMORE

MIAMI BEACH AT THE JACKIE GLEASON THEATER
1700 WASHINGTON AVENUE • 305-673-7200

TO: MAX SKLAR, DIRECTOR OF TOURSISM, CULTURAL, AND ECONOMIC DEVELOPMENT
FROM: BRANDON BERRY, GENERAL MANAGER, FILLMORE MIAMI BEACH AT JACKIE GLEASON THEATER/LIVE NATION
SUBJECT: PROPOSED REVISIONS TO MANAGEMENT AGREEMENT
DATE: DECEMBER 24, 2014
CC: KATHIE BROOKS, ASSISTANT CITY MANAGER, CITY OF MIAMI BEACH

Dear Max/Kathie-

As you know, the City of Miami Beach has requested modification of Live Nation's Management Agreement to permit development of the Convention Center Hotel. Live Nation greatly enjoys our relationship with the City and appreciates this opportunity to discuss the City's proposal.

We understand that the City's proposed Convention Center redevelopment, and construction of a new hotel immediately adjacent to the Fillmore, will create uncertainty for Fillmore guests and artists who have grown accustomed to this great space, will pose costly operational issues for the venue while surrounded by all phases of construction, and will impact the business going forward -- all challenges that our Management Agreement (written in 2007) was not designed to address. At the same time, given the terms, unanticipated expenses and limitations of the Management Agreement, Live Nation has experienced ongoing losses in operating the Fillmore at the Jackie Gleason Theater, which, if not corrected, will impact the long-term viability of this venue for live performances, for Live Nation, or any other operator. Live Nation is more than willing to work with the City to address these challenges and move forward into our next chapter together.

To that end, please see attached proposed revisions to the Fillmore Miami Management Agreement. As we have discussed, we believe these adjustments will mitigate anticipated lost business caused by the Convention Center/hotel development, defray significant operational costs that neither we nor the City anticipated to be Live Nation's responsibility, and provide new opportunities for Live Nation to keep this vital venue viable.

Live Nation looks forward to the Fillmore Miami Beach at the Jackie Gleason Theater continuing to serve as not only the premier entertainment venue in the City, but also an economic driver, a community home for local events, and a significant source of additional revenue for our community and other businesses in the area who view our contribution as an important amenity to their local and out-of-town guests.

Please feel free to reach out to me with any questions you may have.

Respectfully submitted,

Brandon Berry
General Manager



CONVENTION CENTER/JACKIE GLEASON THEATER REDEVELOPMENT

Live Nation Management Agreement Term Expires: 8/31/2017
(subject to Live Nation's option to extend until: 8/31/2022)

City's Redevelopment Timeline (contemplated): 2015-2018

PROPOSAL

Live Nation will support the City's request to recapture the Jackie Gleason Theater and agree to the following adjustments to our Management Agreement, effective January 1, 2015, provided these terms are acceptable to City:

Redevelopment Option

* Live Nation will grant City an option, to be exercised by City in City's sole discretion, to recapture the Jackie Gleason Theater from the Management Agreement premises. On account of such option, an annual credit of \$250,000.00 will be applied to the annual Required City Distribution for 2015 and each year remaining in the Management Agreement Term, including any extension option.

* If City exercises the option to recapture the Gleason room, then the \$250,000.00 annual credit will increase by \$100,000.00 (to a \$350,000.00 annual credit applied toward the Required City Distribution) beginning with the Required City Distribution payment applicable to the year of the Gleason recapture and in each year thereafter remaining in the Management Agreement Term, including any extension option.

Required City Distribution

* Re-set the annual Required City Distribution payment to \$1,000,000.00 for 2015 (it was \$1,152,000 in 2014), with 2% annual increases thereafter, and delete the 10-year CPI adjustment from Section 3.2 of the Agreement, as follows:

2015: \$1,000,000.00
2016: \$1,020,000.00
2017: \$1,040,400.00
2018: \$1,061,208.00

2019: \$1,082,432.00
2020: \$1,104,081.00
2021: \$1,126,162.00
2022: \$1,148,686.00
2023*: \$1,171,660.00
2024*: \$1,195,093.00
2025*: \$1,218,995.00
2026*: \$1,243,375.00
2027*: \$1,268,242.00

*assuming Live Nation exercises its second 5-year extension option

This modified Required City Distribution schedule will provide running room for the Operations adjustments detailed below (valet fee increases, expanded hours of operation, bottle service, etc.) to become established and fully monetized.

Chilled Water Charges/Credit

* Amortize all chilled water charges paid during prior years 2007-2014, totaling \$657,513.86, as a credit against annual Required City Distribution payments going forward (beginning in 2015) until recouped in full (\$82,189.23 per year for the 8 calendar years from 2015 through 2022).

* All chilled water charges paid by Live Nation going forward (approximately \$164,378.00 per year currently), dollar-for-dollar, to be credited against the following year's Required City Distribution payments, and, with respect to the final year of the Management Agreement term, either waived or reimbursed to Live Nation. Alternatively, all chilled water charges waived by City (or paid by City directly to the applicable utility/agency).

Ticket Fund

* Make available for venue capex/repairs 50% of amount by which future ticket surcharge revenue exceeds demand for senior/student ticket subsidies and the rent waiver program.

Operations

* Allow Live Nation to offer bottle service at all events

* Allow Live Nation to increase valet parking charges from \$15/car to \$20/car with Live Nation retaining \$5/car

* Allow Live Nation to pre-sell and/or package valet parking with admission ticket sales

* Assure Live Nation access to 17th Street parking garage for fulfillment of pre-sold and day-of-show valet parking services

- * Remove current blackout restriction during Winter Music Conference
- * Allow DJ programming/EDM concerts to conclude at 3 a.m.
- * Terminate comp ticket program (26 tickets/show)

Impacts During City's Redevelopment Phase

- * City to advise Live Nation of all redevelopment timeframes, construction phases and other information material to planning the venue's operations; Live Nation to have discretion to close the venue during any period when day-to-day venue operations actually are, or are reasonably anticipated to be, adversely impacted by redevelopment operations.
- * If, because of redevelopment operations, the venue is closed on one or more occasions, then Live Nation to receive a pro-rated per diem credit against the annual Required City Distribution payment equal to the duration of all such closure(s).
- * During any period of redevelopment operations (from commencement of staging for construction until project completion) Live Nation will be entitled to a make-good credit/refund against the Required City Distribution payment (whether or not the venue closes) equal to the difference between (x) the average annual amount (using data from the 2 calendar years immediately prior to the year in which such redevelopment operations commenced) of Live Nation's "contribution margin" (defined below) and (y) the actual annual amount of Live Nation's contribution margin during such impacted calendar year (provided y is less than x). As used herein, "contribution margin" means the aggregate of all event revenues (ticket sales, food and beverage, fees, etc.), less the aggregate of all direct event expenses (talent costs, production, operations, cost of goods, labor, etc.).
- * If, because of redevelopment operations, the venue is closed on one or more occasions for an aggregate total of 30 days or more, then the expiration date of the Management Agreement Term will be extended for the number of days of all such closure periods.

Management Agreement Extension

- * Based upon City's acceptance of these proposed adjustments to the Management Agreement, Live Nation will accelerate, effective January 1, 2015, its exercise of the first 5-year extension option, resulting in a revised Management Agreement expiration date of August 31, 2022.
- * If Live Nation exercises its second 5-year extension option, resulting in a revised Management Agreement expiration date of August 31, 2027, then the economic terms applicable to the Management Agreement during the second 5-year extension will not be subject to mutual agreement at that time, but will be a continuation of the economic terms

of the Management Agreement which are in effect as of the end of the first 5-year extension.

THIS PROPOSAL IS SUBJECT TO BOARD APPROVAL BY LIVE NATION AND ANY SUBSEQUENT NEGOTIATIONS BY AND BETWEEN LIVE NATION AND THE CITY OF MIAMI BEACH, FLORIDA. UNTIL A FULLY EXECUTED AMENEDMENT TO THE MANAGEMENT AGREEMENT IS SIGNED AND DELIVERED TO ALL PARTIES, THE ABOVE PROPOSAL MAY BE MODIFIED AND/OR WITHDRAWN AT ANY TIME.

Fillmore Miami Beach

Profit & Loss

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
# of Promoted Shows	15	37	26	53	58	62	55	61
# of Rentals / SE	1	48	24	50	66	49	63	86
Total Events	16	85	50	103	124	111	118	147
Total Drop Count	25,384	136,873	39,301	104,746	93,848	110,338	102,239	124,380
Promoter Profit/(Loss)	(\$358,921)	(\$171,453)	(\$209,214)	(\$19,922)	(\$100,327)	(\$84,130)	\$123,506	(\$72,721)
Talent %	94%	72%	77%	66%	68%	65%	64%	67%
Ancillary CM	321,941	879,406	463,676	1,005,939	1,019,351	1,228,710	1,386,313	1,786,977
APF	\$13.84	\$16.92	\$18.78	\$13.14	\$12.95	\$13.73	\$16.29	\$17.33
Event CM	(\$34,980)	\$707,954	\$254,462	\$986,017	\$919,025	\$1,144,580	\$1,509,820	\$1,714,256
Rental / SE / Club Nights	\$0	\$624,501	\$582,713	\$745,139	\$946,450	\$1,195,089	\$846,646	\$871,013
Lounge / PSS	\$31,543	\$31,853	\$25,755	\$67,409	\$62,801	\$124,822	\$150,446	\$202,208
Credit Card / Other CM	(\$3,768)	(\$18,085)	(\$21,333)	(\$25,580)	(\$15,736)	(\$14,441)	(\$14,538)	(\$12,610)
Contribution Margin	(\$13,204)	\$1,348,222	\$841,597	\$1,772,984	\$1,912,540	\$2,450,050	\$2,492,374	\$2,774,866
Fixed excluding Rent/Utilities/R&M	\$174,474	\$989,689	\$989,689	\$989,689	\$989,689	\$1,125,900	\$1,128,422	\$1,287,087
EBITDAR	(\$187,679)	\$358,533	(\$148,092)	\$783,295	\$922,851	\$1,324,150	\$1,363,952	\$1,487,780
Utility Expense	\$60,826	\$214,051	\$207,363	\$279,845	\$376,798	\$382,171	\$331,584	\$338,948
Maintenance/Repairs Expense	\$35,310	\$76,086	\$81,496	\$79,090	\$119,737	\$177,503	\$161,923	\$154,251
Rent	\$525,000	\$1,043,684	\$1,043,684	\$1,043,684	\$1,085,807	\$1,108,630	\$1,131,183	\$1,155,223
Operating Loss	(\$808,815)	(\$975,238)	(\$1,480,838)	(\$819,324)	(\$859,491)	(\$344,155)	(\$260,737)	(\$150,842)
SPO AOI - Local	\$6,018	\$97,443	\$97,443	\$97,443	\$97,443	\$97,443	\$97,443	\$53,256
Adjusted AOI	(\$802,797)	(\$877,845)	(\$1,383,395)	(\$721,881)	(\$762,048)	(\$246,712)	(\$163,295)	(\$107,587)
Capital expenses	\$3,782,461	\$436,455	\$118,602	\$66,713	\$0	\$119,926	\$2,064	\$28,737

Reflects certain proforma adjustments including:

Fixed Costs for 2009-2011 normalized to reflect all venue support costs including compensation for GM, booking, marketing, etc.

Rent amounts for 2008-2010 adjusted to correct for cumulative accounting revision in 2010.

Sponsorship excludes allocations from national deals, with 2009-2012 reflecting 2013 activity level.

CM by Month

	<u>2013 ACT</u>	<u>2014 ACT</u>
Jan	78,556	158,146
Feb	133,432	404,554
Mar	305,525	130,013
Apr	202,744	178,951
May	137,544	524,236
Jun	391,560	97,312
Jul	131,429	72,530
Aug	138,064	95,762
Sep	301,964	427,099
Oct	109,508	328,520
Nov	203,697	207,463
Dec	358,352	150,281
TOTAL	2,492,374	2,774,867

Q1	517,513	692,713	1,210,227	23%
Q2	731,848	800,499	1,532,347	29%
Q3	571,456	595,391	1,166,847	22%
Q4	671,556	686,264	1,357,820	26%
Total	<u>2,492,374</u>	<u>2,774,867</u>	<u>5,267,240</u>	<u>100%</u>

Q1	21%	25%
Q2	29%	29%
Q3	23%	21%
Q4	27%	25%
Total	<u>100%</u>	<u>100%</u>

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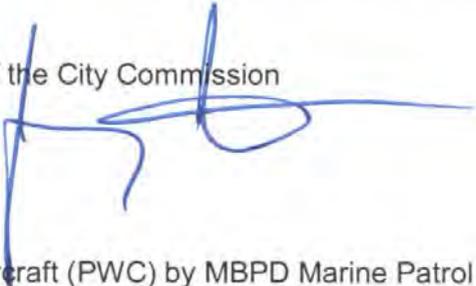
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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager 

DATE: February 2, 2015

SUBJECT: The Potential Use of Personal Watercraft (PWC) by MBPD Marine Patrol

This memorandum is prepared in response to a request by the City Commission for analysis of whether the acquisition of personal watercrafts (PWC's) would be of assistance to the Marine Patrol Unit of the Police Department (Item #236, "Referral to the FCWPC a discussion regarding the possible addition of personal watercrafts to the Police Department's fleet"). The Marine Patrol Unit conducted an assessment regarding the practicality and effectiveness of adding PWCs to our fleet and identified certain advantages and disadvantages. The following was concluded:

Costs

- \$30,996.00 for two 2015 Yamaha FX Cruiser SVHO 1800cc (includes prep fee) and one tandem trailer.
- Approximately \$1,000 for annual maintenance.

Pros

- No exposed propeller means that there is a reduced chance of injury when patrolling in crowded areas.
- Generally easier to operate, allowing for their use by less experienced officers.
- The shallow draft allows for access to beach areas.
- "Police" PWC's are likely to remain undetected by violators until the police officer/operator gets close to the violator, which can be useful for certain tactical approaches.

Cons

- A lack of navigation lights limits their use to daylight operation.
- PWCs offer no shelter from extreme weather, which often limits their use during colder months or inclement conditions.
- The small size of a PWC significantly limits its capability. Other vessels are needed to transport prisoners, passengers or diving equipment.
- Although PWC's can reach high speeds, the Marine Patrol boats are just as fast.

- The acquisition of PWCs will not improve Marine Patrol response times.
- For safety reasons, officers set to patrol on PWC's would deploy in pairs. Due to our limited staffing, this would mean all of the daily staffing would be on PWC's, which is not practical because of the other daily demands on the Marine Patrol Unit.
 - Some land-based marine patrol agencies consider the PWCs convenience of being launched at small ramps or a sloped natural shoreline, beneficial. This is not a concern for our Marine Patrol because our docks are on the water.

Conclusion

After much consideration of the advantages and disadvantages, it is my recommendation that there would be no significant benefit by adding PWC's to our fleet at this time. Given the advantages and disadvantages described above, the PWC's would only be utilized 4 to 5 times a year, only for special events such as Floatopia, Lobster Mini-Season, Columbus Day Weekend, et cetera. The money spent on acquiring the PWCs would be better used to acquire an all-weather, enclosed cabin vessel for Marine Patrol, for which there is a greater need. This is a matter under consideration as part of next year's budget process.

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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: February 2, 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).

CONCLUSION

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

JLM/KGB/SF

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MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager 

DATE: February 2, 2015

SUBJECT: **DISCUSSION PERTAINING TO A RETAIL LEASE AGREEMENT BETWEEN THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA) AND ARTCONNECTION INTERNATIONAL, INC. FOR SUITE #6 IN THE ANCHOR SHOPS LOCATED AT 100 16TH, MIAMI BEACH, FLORIDA 33139.**

BACKGROUND

The Miami Beach Redevelopment Agency (RDA) currently has a retail lease with ArtConnection International, Inc. who occupies 721 square feet of 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. ArtConnection was originally created by a husband wife team Mario and Gabriella Provenzano selling custom designed jewelry from Switzerland and other small European gift items.

In June 2004 the Provenzanos advised the City they were pursuing divorce and the City and RDA ultimately approved Resolution No. 492-200, which approved a new Retail Lease Agreement with ArtConnection, with Gabriella Provenzano as Owner, for a term of approximately eleven 11 years. The lease expires on November 11, 2015 and does not have any renewal options.

ANALYSIS

In anticipation of the lease expiration, the City, on behalf of the RDA, began discussions and negotiations with the Tenant during the summer of 2014. Subsequent to these negotiations, both parties approved the attached letter of intent (Tenant's Offer), setting forth the material terms for a new lease, a copy of which is attached as Exhibit "1". The material terms set forth in the Tenant's Offer are as follows:

Premises: 100 16th Street, Suite 6
Miami Beach, Florida 33139

Size: 721 square feet

Commencement Date: The date the Lease is fully executed by Landlord and Tenant

Initial Lease Term: Five (5) years

- Renewal Option:** So long as Tenant has never been in an uncured default of the Lease, upon providing Landlord written notice six (6) months prior to the expiration of the Initial Lease Term, Tenant shall have one (1) renewal option, for a period of four (4) years and 364 days, at the then prevailing fair market rent.
- Base Rent:** The Base Rent shall be \$65.00 per square foot, payable in monthly installments of \$3,905.42, plus applicable sales tax.
- Base Rent Increases:** Three percent (3%) fixed annual increases
- CAM Pass-Through:** Tenant shall pay its proportionate share of Property Taxes and Insurance on the Anchor Shops and Parking Garage.
- Improvements:** Tenant agrees to accept the Premises in as-is condition.
- Security Deposit:** Two month's rent in the total amount of \$7,810.83
- Financial Records:** Landlord shall have the right to periodically review Tenant's Financial Records and statements of operation.
- Personal Guaranty:** Tenant's responsibilities under the Lease shall be personally guaranteed by individual owners and/or officers. Tenant shall provide personal financial statements for said owners/officers for Landlord's review and approval.
- Agency Disclosure:** Neither Landlord nor Tenant are represented by a broker in this transaction.

It is important to also note that although the Tenant has agreed to the terms outlined above and in the LOI, Hanna Rabenseifner, Esq, on behalf of Tenant, submitted a letter on January 21, 2015, Exhibit "2", requesting a lease with a term of 9 years and 364 days instead of an initial term of 5 years with 1 renewal option of 4 years and 364 days. Tenant currently has an E-2 Treaty Investor Visa and is seeking to renew the Visa. Staff has reviewed the E-2 Visa requirements and nothing precludes the City from entering into a 5 year initial lease term, but the Tenant may have to apply to renew the Visa again at the time of lease renewal.

CONCLUSION

The Finance and Citywide Projects Committee (FCWPC) considered a lease for Unit #5 at their January 7, 2015 meeting with the same terms and conditions and recommended in favor of the lease. The administration is seeking direction from the FCWPC before presenting this item for consideration of the Members of the Miami Beach Redevelopment Agency.

JLM/KGB/MAS
Attachments



Max A. Sklar
Director, Tourism, Culture and Economic Development Department
City of Miami Beach
1755 Meridian Ave,
Miami Beach, Florida 33139

Miami Beach, January 8th 2015

Dear Max,

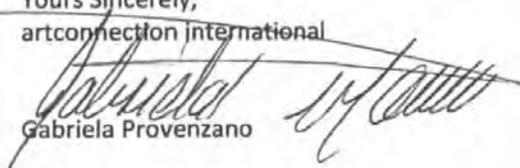
Reference: lease extension for Anchor shops Suite #6

Dear Max,

Thank you and Mark Milisits for your time. Enclosed we send you the signed Non-Binding Letter back. Please can you let us know what are the next steps we need to take. As you and Mark told us that it has to go to the Commissioner meeting.

As you mentioned in our last meeting and If we did understand correct, we would need to speak to a Commissioner about the Initial Lease Term of 5 years to change it to 9 Years. As we mentioned to you about my E2 Investor's Visa. Please let us know what we could do about that.

Yours Sincerely,
artconnection international


Gabriela Provenzano

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

November 26, 2014

Ms. Gabriella Provenzano
ArtConnection International, Inc.
100 16th Street, Suite 6
Miami Beach, FL 33139

**Re: Non-Binding Letter of Intent
100 16th Street, Suite 6
Miami Beach, Florida 33139**

Dear Ms. Provenzano:

This Non-Binding Letter of Intent shall set forth the basic terms and conditions under which the Miami Beach Redevelopment Agency (the "Landlord") is willing to enter into a lease agreement (the "Lease") with ArtConnection International, Inc. (the "Tenant").

Premises:	100 16 th Street, Suite 6 Miami Beach, Florida 33139
Size:	721 square feet
Commencement Date:	The date the Lease is fully executed by Landlord and Tenant
Initial Lease Term:	Five (5) years
Renewal Option:	So long as Tenant has never been in an uncured default of the Lease, upon providing Landlord written notice six (6) months prior to the expiration of the Initial Lease Term, Tenant shall have one (1) renewal option, for a period of four (4) years and 364 days, at the then prevailing fair market rent.
Base Rent:	The Base Rent shall be \$65.00 per square foot, payable in monthly installments of \$3,905.42, plus applicable sales tax.
Base Rent Increases:	Three percent (3%) fixed annual increases
CAM Pass-Through:	Tenant shall pay its proportionate share of Property Taxes and Insurance on the Anchor Shops and Parking Garage.

Improvements: Tenant agrees to accept the Premises in as-is condition.

Security Deposit: Two month's rent in the total amount of \$7,810.83

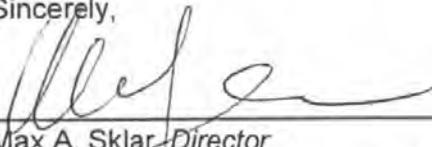
Financial Records: Landlord shall have the right to periodically review Tenant's Financial Records and statements of operation.

Personal Guaranty: Tenant's responsibilities under the Lease shall be personally guaranteed by individual owners and/or officers. Tenant shall provide personal financial statements for said owners/officers for Landlord's review and approval.

Agency Disclosure: Neither Landlord nor Tenant are represented by a broker in this transaction.

The terms and conditions of this Non-Binding Letter of Intent are subject to availability of the Premises and approval by the City of Miami Beach Commission. This Non-Binding Letter of Intent is non-binding to either party and may be modified or withdrawn by Landlord, without notice, at any time. Only a fully executed and delivered Lease, which shall be negotiated in good faith by both parties, shall serve as a binding agreement in this regard. It is understood that no legal rights or obligations will arise between the parties until the execution and delivery of such formal documents. Any reliance upon this Non-Binding Letter of Intent or any of its terms and conditions 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: ArtConnection International, Inc.

Sign: Gabriela Matus

Print: G. Provenzano

Title: owner

Date: 01/08/2015

Hanna Rabenseifner LL.M.
Attorney at Law (Florida)
Lic.Jur. (Zürich, Switzerland)

E-mail: lawtrans@comcast.net

January 21, 2015

Mr. Max Sklar, Director
City of Miami Beach Office of Real Estate
1700 Convention Center Drive
Miami Beach, FL 33139

Re: Artconnection International Inc., Tenant
Anchor Shops at South Beach Retail Lease
100 16th Street #6, Miami Beach, FL 33139

Dear Mr. Sklar:

I hereby confirm that I am representing the above stated corporation and Ms. Gabriela Provenzano personally as their immigration lawyer. It appears that there is an issue as to why the Tenant needs a long-term lease, the longer the better.

Ms. Provenzano is a holder of an E-2 Treaty Investor visa status. The treaty between the United States and Switzerland foresees maximum time increments of four years for which the visa can be granted. The requirements for Treaty Investor visas are elaborated in 22 CFR Part 41.51. As part of those requirements, US embassies and US Citizenship and Immigration Services have to see proof that a business has secured a long-term location and will not disappear overnight once the visa is granted. Having a just a short-term lease might make the officers suspicious and mean that the visa application will be denied or granted only for a short time as well, creating an unnecessary pressure and burden on Ms. Provenzano by having to apply for her visa repeatedly.

We would therefore greatly appreciate it if you granted Artconnection International Inc. a long-term lease, preferably for 9 years.

Very truly yours,



Hanna Rabenseifner, Esq.

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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 & Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: January 28, 2014

SUBJECT: **DISCUSSION: CROWE HORWATH AUDIT REPORT FINDING PCI – 03
CONCURRENCY FEE POLICIES AND PROCEDURES**

HISTORY

On July 9, 2013, the City received the Crowe Horwath Audit Report that analyzed key processes which determined the efficiency and effectiveness of key internal controls, and Department/Division processes, operations and structures. The scope included review of the Planning Department's permitting process, concurrency fee, Impact fees and other related processes. Finding PCI – 03 focused on the review of Concurrency Fee Policies and Procedures:

PCI – 03 Concurrency Fee Policies and Procedures

There is no comprehensive document setting forth the policies and procedures for assessing concurrency fees. Policies and procedures currently being followed are contained in three separate documents within the Miami Beach Code, a Commission letter, and the comprehensive plan. Because policies being followed are from three separate documents not specifically designed for concurrency fees, certain policies and procedures may not be followed in an appropriate manner.

Recommendation:

The three separate documents used to guide concurrency policies and procedures should be reviewed and combined into a comprehensive document.

Management's Response:

Management agrees with the recommendation. While it is not possible to replace the City Code and the Comprehensive Plan with an all-inclusive legal document, a policy manual could be created that combines the information in these documents for ease of use.

BACKGROUND / ANALYSIS

Based on the Finding and Recommendation the Department has taken possible steps to correct program management issues identified in the Crowe Horwath Audit including the development and implementation of an Excel-based program that automates the calculation of the fees, and keeps an automated log of all

invoices, calculations, and impacts. Staff has also updated the trip-generation factors based on the Institute of Transportation Engineers Trip Generation Manual 9th Edition published in 2012. In addition, a payment field was added to the building permitting system that ensures fees are paid before an applicant obtains a building permit. However, based on several of the findings from the Crowe Horwath report and staff's own review, the Concurrency Management program seems to be outdated.

Further review of the program also found a need to update the underlying Mobility Plan and other methodology in order to capture transportation impacts and manage concurrency to the highest standards. Research on the subject found that in 2009 the State Legislature explored the concept of Mobility Fees as an alternative to the traditional concurrency fee model. In 2013, through House Bill 319, the Legislature established Mobility Plans and Mobility Fees as an option to mitigate transportation impacts in a more simplified and equitable manner. Alachua County / Gainesville area were the first municipal governments to adopt and implement the new Mobility Plan methodology, followed by Pasco County. Sarasota and Osceola Counties have engaged consultants to create a plan and are transitioning to the new methodology as well.

CONCLUSION

The Administration recommends that the Committee discuss the item and provide appropriate policy direction. If there is consensus on the matter, and in accordance with the findings of the Crowe Horwath report and the Planning Department review of the concurrency program, the Administration further recommends that the Committee transmit a recommendation to the City Commission to retain qualified consultants to review the current concurrency program and issue a recommendation regarding an alternative mobility fee plan.

JLM/JMJ/TRM/CS

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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: February 2, 2015

SUBJECT: **FIRST CLASS PARKING - VALET PARKING CONCESSION AGREEMENT**

BACKGROUND

On February 25, 2009, the Mayor and Commission approved Resolution No. 2009-27017, awarding a concession agreement to First Class Parking, Inc., to provide valet parking services to the Miami Beach Convention Center; Fillmore at the Jackie Gleason Theater; Lincoln Road; and other City property, as required. The initial term commenced on October 1, 2010 and expired on September 30, 2013. A two-year renewal option was exercised and commenced on October 1, 2013, and expires on September 30, 2015.

ANALYSIS

Valet parking is an integral component on the menu of parking options. The two-year renewal option with First Class Parking is set to expire on September 30, 2015, and there are no renewal options available.

As we know, the Miami Beach Convention Center (MBCC) will experience an unprecedented multiple year renovation project. The Administration is seeking guidance as to how to proceed with regard to valet parking service during MBCC's renovation. The options available are: (1) issue a Request for Proposals (RFP) for valet parking services in order to ensure no interruption in service upon the expiration of the concession agreement with the existing provider; (2) extend the concession agreement with the current provider on a month-to-month basis or approve a waiver of competitive bidding and award the current provider with a term of three (3) years or substantial completion the MBCC renovation project, whichever occurs first.

CONCLUSION

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


JLM/KGB/SF

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COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee
FROM: Jimmy L. Morales, City Manager
DATE: February 2, 2015
SUBJECT: **VACATION OF LIBERTY AVENUE (PALM AVENUE) BETWEEN 22ND STREET (OCEAN AVENUE) AND 23RD STREET (ATLANTIC AVENUE)**

BACKGROUND

On May 3, 2012, the City of Miami Beach entered into an architectural design contract with premier architect Zaha Hadid Limited and Berenblum Busch Architecture Inc., for these firms to design the proposed Collins Park Garage. The Garage has been designed with retail on the first floor, and upper levels with public parking spaces. The City owns the properties upon which the garage will be built, including lots 7, 9, and 11 of Block 2 of the Amended Map of the Ocean Front Property of the Miami Beach Improvement Company (Plat Book 5, Page 7); and Lots 1, 3, 5, 7 and 9 of Block 1 of the Amended Map of the Ocean Front Property of the Miami Beach Improvement Company (Plat Book 5, Page 7). Between blocks 1 and 2 is Liberty Avenue, a 50 foot wide public right-of-way consisting of approximately 12,500 square feet (Exhibit A).

ANALYSIS

The City's Capital Improvement Projects Office reviewed the proposed architectural plans with planning, public works, the fire department, and the building department. The architectural design includes the development of a pedestrian plaza within Liberty Avenue between 22nd Street and 23rd Street. The parking garage structure also encroaches into Liberty Avenue and the air rights above Liberty Avenue are being utilized by the parking structure to cross over from Block 1 onto Block 2 (Exhibit B). In order for the proposed parking garage structure to be able to obtain a building permit, the right-of-way needs to be vacated. As Liberty Avenue has been contemplated to be a pedestrian public plaza, with no vehicular access, and as the City owns all the parcels adjacent to Liberty Avenue between 22nd and 23rd Streets (the City owns lots 1-10 on Block 1 and owns lots 7, 9, 11, 4, 6, 8, 10 and 12 of Block 2), should Liberty Avenue be vacated, title to the vacated right-of-way would transfer to the adjacent property owners, which would be the City of Miami Beach, therefore there would be no financial impact to the City. Furthermore the property being vacated will be in synergy with the plaza and retail components of the parking garage and interact with the overall development concept, thus creating a financially viable and revenue producing venue for the City of Miami Beach. Also, utility easements will be granted, as required.

Prior to effectuating a vacation of a Right-of-way, the City must comply with the requirements of Chapter 82, Section 82-37, of the City Code, which requires the City Manager to transmit the item to Finance and Citywide Projects Committee.

CONCLUSION

The Administration recommends the Vacation of Liberty Avenue (Palm Avenue) between 22nd Street (Ocean Avenue) and 23rd Street (Atlantic Avenue).

Exhibit A – Property Survey

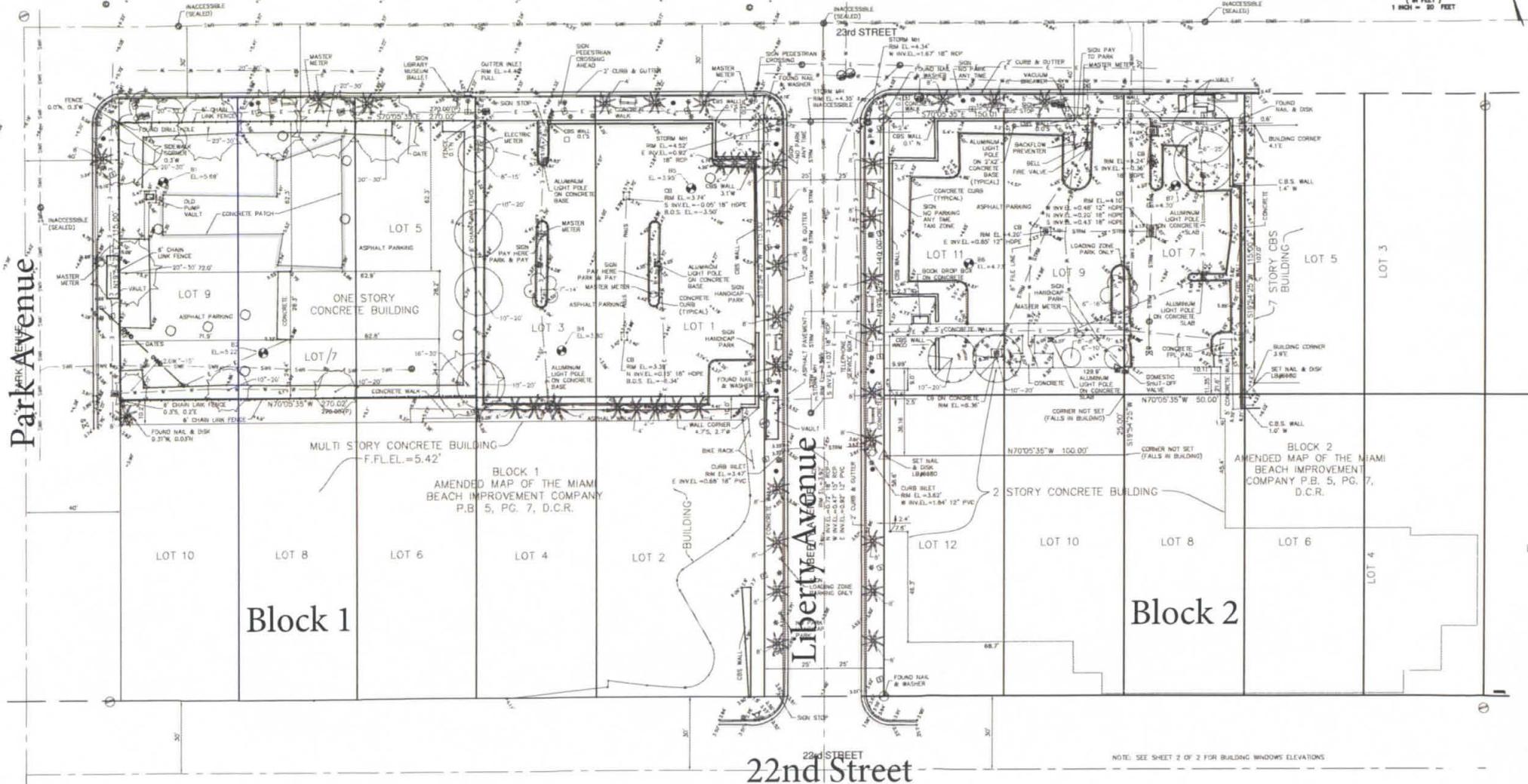
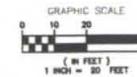
Exhibit B – Proposed Project Ground Floor Plan

JLM/MT/DM

Property Survey

Exhibit A

23rd Street



Park Avenue

Liberty Avenue

22nd Street

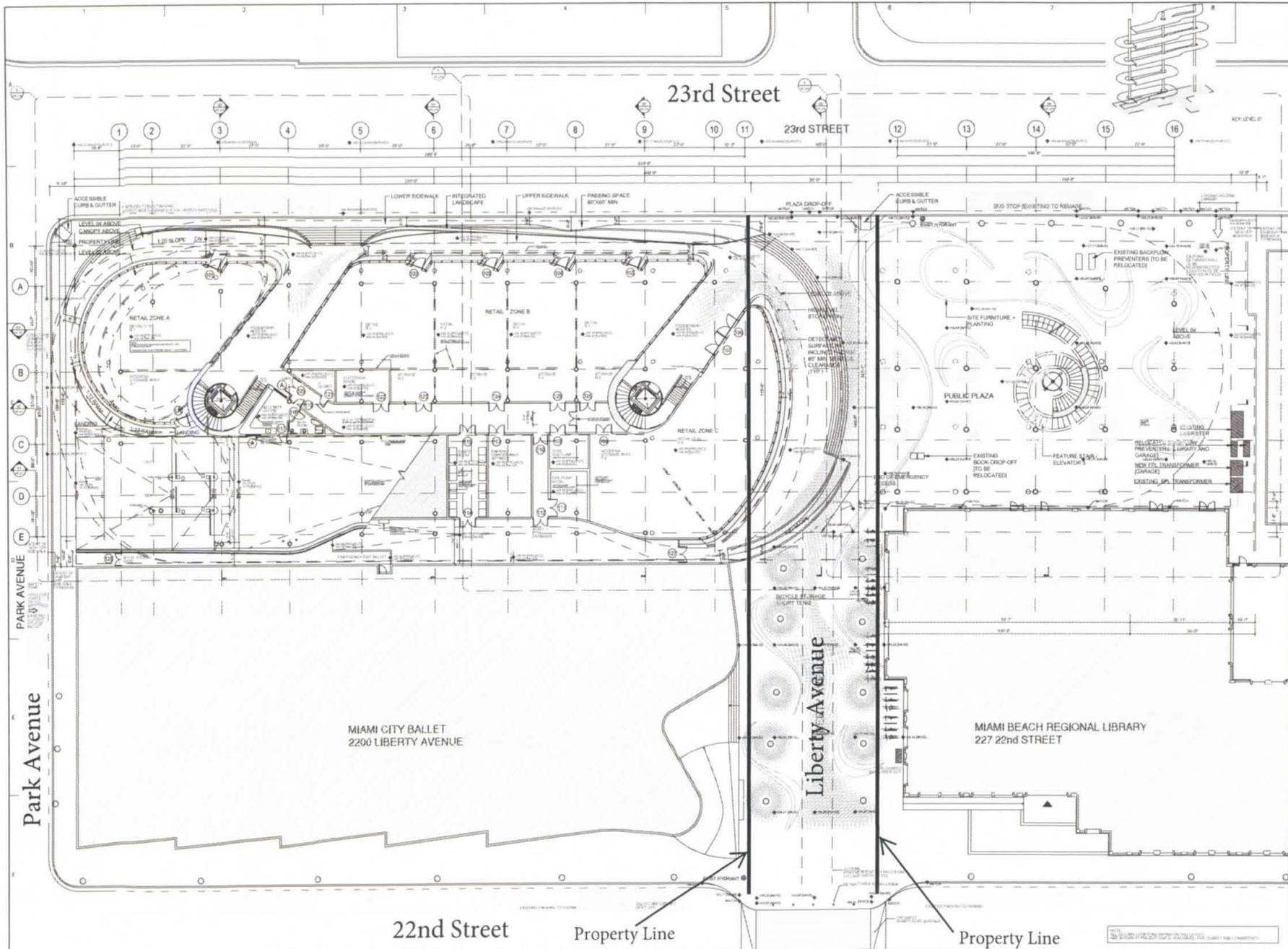
Block 1

Block 2

BLOCK 1
AMENDED MAP OF THE MIAMI
BEACH IMPROVEMENT COMPANY
P.B. 5, PG. 7, D.C.R.

BLOCK 2
AMENDED MAP OF THE MIAMI
BEACH IMPROVEMENT
COMPANY P.B. 5, PG. 7,
D.C.R.

NOTE: SEE SHEET 2 OF 2 FOR BUILDING WINDOWS ELEVATIONS



PROJECT INFORMATION PROJECT NAME: MIAMI CITY BALLETT ARCHITECT: ZAHRA HADDAD ARCHITECTS DATE: 05/20/2014	
CLIENT INFORMATION CLIENT: MIAMI CITY BALLETT ADDRESS: 2200 LIBERTY AVENUE, MIAMI BEACH, FL 33139	
DESIGN INFORMATION DESIGN TYPE: GROUND FLOOR PLAN SCALE: 1/8" = 1'-0"	
REVISIONS NO. DATE DESCRIPTION 1 05/20/2014 ISSUED FOR PERMIT	
PROJECT LOCATION MIAMI CITY BALLETT 2200 LIBERTY AVENUE MIAMI BEACH, FL 33139	
PROJECT NUMBER A01-001	

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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: Jimmy L. Morales, City Manager

DATE: February 2, 2015

SUBJECT: **REFERRAL TO FINANCE AND CITYWIDE PROJECTS COMMITTEE – A DISCUSSION ON REPURPOSING THE CITYWIDE PUBLIC ACCESS WIFI SYSTEM FOR POLICE EQUIPMENT CONNECTIVITY - FISCAL YEAR 2014-2015 IN ACCORDANCE WITH THE OPTIONS PURSUANT TO LTC 272-2014.**

ADMINISTRATION RECOMMENDATION

Refer the item to the Finance and Citywide Projects Committee for discussion.

BACKGROUND

The Administration recommends that the Mayor and City Commission refer this item to the Finance and Citywide Projects Committee for a discussion on repurposing the Citywide Public Access WiFi System for Police Department equipment connectivity.

- In 2004-2005 the City of Miami Beach began a plan to enact a Citywide open WiFi. The Miami Beach WiFi Project resulted in a Request for Proposal being issued in July 2005 and ultimately the City awarded the project to IBM in March 2006.
- IBM was the project manager and contracted Big Wireless to handle the bulk of the installation to include:
 - "The Ring" – A microwave backhaul loop where the data transmission would be sent through encompassing several buildings/sites which were also being used for the City's radio communications. The microwave transmissions are via a licensed frequency requested by the City and granted by the Federal Communications Commission (FCC).
 - "Sectors" – At each backhaul site microwave sectors receive/transmit from all of the ground level gateways.
 - "Subscriber Units/ Gateways" – Units on poles which interact with the public accessing the internet.
 - Several pieces of hardware located at the backhaul sites and in the data center located in the Police Department.
 - Worked with IBM and the City of Miami Beach IT personnel in various phases of programming.
- The WiFi system went online for all users in October 2009 and the City Manager accepted the network in January 2010.

- In September 2013 the City Commission accepted the recommendation to discontinue funding the Miami Beach WiFi Project starting in the FY 2014 budget due to information and statistics provided showing the following:
 - The system had failed to eliminate the need for the City to spend \$500,000 annually in internet services due to slow speeds and reliability issues.
 - Few Miami Beach residents were regularly relying on the WiFi system due to slow speeds, inability to receive WiFi signals above a couple of stories in buildings, and reliability issues.
 - Maintenance costs moving forward were projected in the \$710,000 range with an additional estimated \$1,250,000 for equipment upgrades every four years not covered in the original agreement.
- In Q1-Q2 2014, the City and IBM parted ways. In August 2014, the City Administration issued an LTC (#272-2014) conveying the information listed above and establishing May 1, 2015 as the date the WiFi system will go offline.
- In November 2013, the Police Department expressed interest in repurposing the WiFi system to meet their needs for connectivity of police equipment (such as mobile command vehicles, computers, cameras, license plate readers, etc.)
- The Police Department met with the Information Technology (IT) Director Ariel Sosa, senior IT administrators, Assistant City Manager Mark Taxis and the City Manager expressing interest in using the “backhaul” of the system along with other components to gather feedback and feasibility. Responses were favorable.
- The Police Department met with Big Wireless to discuss repurposing the existing system for the Police Department use, costs, speed, and reliability concerns since they were the sub-contractors who built and supported the system.

CONCLUSION

The Administration is seeking approval from the Mayor and City Commission regarding the repurposing of this system. Otherwise, the Police Department would require the use of a similar system which would need to be built from the ground up. The Police Department would like to conduct due diligence and proceed in two phases:

- Initial repurposing set-up and training for Police Department staff with a trial period evaluating system capabilities. Estimated cost \$17,100.00 (one-time), from departmental savings.
- Continue use of the system post trial/evaluation period if the Police Department staff determines there is value in continuing the project. Estimated cost \$60,000.00 (annually), as part of FY 2016 budget.

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: February 2, 2015

SUBJECT: **DISCUSSION REGARDING COMPLETION OF THE CENTRAL BAYSHORE AREA STORM WATER AND ROADWAYS CONSTRUCTION**

BACKGROUND

On January 19, 2011, the City of Miami Beach (City) adopted Resolution No. 2011-27587, approving and authorizing the Mayor and City Clerk to execute the Contract with Lanzo Construction Company of Florida (Lanzo), pursuant to Invitation to Bid 18-09/10, for the Right-of-Way Infrastructure Improvement Program – Neighborhood No. 8 – Central Bayshore (Package A) and Lake Pancoast (Package C) in the amount of \$16,740,740. The original project scope of work included new water mains, drainage installation, road paving and restoration, concrete sidewalk repairs, minor valley gutter installation and landscape.

On December 12, 2012, the City adopted Resolutions No. 2012-28103 and 2012-28104, approving Amendment No. 1 to the Contract, in the amount of \$693,808, for additional water meter boxes and the relocation of backyard water services. Additionally, the Amendment included complete milling and resurfacing of the roadway (in lieu of asphalt overlay) for certain areas within Packages A and C.

On March 13, 2013, the City adopted Resolution No. 2013-28162, approving Amendment No. 2 to the construction contract between the City and Lanzo, in the amount of \$3,385,441 for the construction of the additional scope of work approved under Resolution No. 2012-27972. This scope included a) implementation of HOA requested roadway width and landscape; b) providing additional stormwater upgrades to the area known as Zone 4; and c) providing complete milling and resurfacing of the roadway in lieu of asphalt overlay.

On February 12, 2014, the City Commission approved the recommendation of the Flooding Mitigation Committee to amend the current Stormwater Management Master Plan by modifying the design criteria for the tailwater elevation to 2.7 ft-NAVD for tidal boundary conditions.

On March 18, 2014, in order to meet the City's new stormwater criteria, a portion of the scope was identified and was extracted from the Right-of-Way infrastructure improvement program, Neighborhood No. 8 Central Bayshore – Package A Project. The area extracted is described to

include work within the boundaries defined by W. 28th Street to the south, Prairie Avenue to the west, Sheridan Avenue to the east and W. 34th Street to the north, as well as N. Meridian Avenue, between W. 28th Street and Dade Boulevard (excluding pump station no. 2). This area was identified as "Central Bayshore South."

On April 23, 2014, the City Commission adopted Resolution No. 2014-28577, approving Amendment No. 3 to the construction contract extracting the scope of work from the described area.

The only work completed within this area included installation of water mains and associated water services and meters. The pavement areas within the streets where the water mains were installed were temporarily patched and remain in this condition.

ANALYSIS

A Request for Proposal (RFP) was advertised for design-build services for the Central Bayshore South Project in May 2014. However, in June of 2014, the process was put on hold to allow for AECOM, the City's Flood Mitigation Consultant, to review and update the Design-Criteria in order to accommodate the City's new enhanced stormwater criteria, thereby making this project consistent with current City drainage projects. In November of 2014, the City paused the development of the Design Criteria until additional funds were identified.

The original project budget at the time the RFP was issued was anticipated to surpass \$12 million. Upon completion of the updated Design Criteria, a revised project budget will be determined.

Current available funding in the amount of \$7.5 million includes \$4,500,000 (Stormwater funds), in the capital project, plus a balance of \$2,986,037 (Water and Sewer funds) to be transferred from the Central Bayshore Project budget. Based on the original estimate, \$4.8 million of additional funding (\$1.9m stormwater, \$1.7m above-ground and \$1.2m water and sewer) would be required. The impact of the updated Design Criteria to the project budget is unknown at this time.

Authorization for re-issuance of the RFP will be requested from the City Commission (tentatively in March 2015) following the completion of the updated DCP and revised design-builder selection criteria. Upon the City Commissions' approval of the DCP and selection criteria, a Request for Proposal (RFP) will be re-issued for design-build services.

Completion of this project is contingent upon the approval by the City Commission of the updated Design Criteria, design-builder selection criteria and the availability of additional funding.

CONCLUSION

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

JLM/MT/DM

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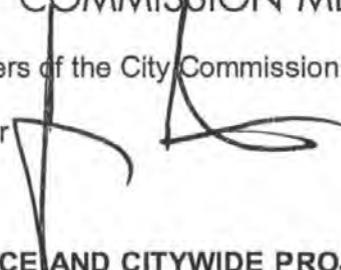


MIAMI BEACH

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: Jimmy L. Morales, City Manager 

DATE: January 27, 2015

SUBJECT: **A REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO DISCUSS THE ISSUANCE OF BONDS TO FINANCE THE MIAMI BEACH CONVENTION CENTER PROJECT AND FOR ADDITIONAL STORMWATER REVENUE BONDS**

ADMINISTRATION RECOMMENDATION

Refer the item for discussion

BACKGROUND

The Administration, in concert with the City's Financial Advisor, has determined that the City now has the need and the capacity to issue bonds for the Miami Beach Convention Center project and additional Stormwater Revenue Bonds.

Therefore, the proposed Miami Beach Convention Center Project financing, consisting Miami Beach Redevelopment Agency City Center- Historic Convention Village Bonds, Resort Tax Revenue Bonds and Parking Revenue Bonds, and the first \$100 million tranch of additional Stormwater Revenue Bonds are referred pursuant to the following section of the City Code:

- Sec. 2-278. - Procedures governing the issuance of bonds.

(a)

Prior to the adoption by the city commission of the final resolution approving the issuance of any bonds by the city, the following requirements shall be complied with:

(1)

In order for the city commission and the public to be fully informed on all matters relating to the proposed issuance of bonds, the city manager shall prepare, or cause to be prepared, a fiscal analysis of the economic impact of the proposed bond issuance using the following criteria:

a.

The estimated cost of the project or projects on account of which such bonds are to be issued;

b.

The estimated annual revenues, if any, to be generated by such project or projects; and

c.

The estimated annual cost of maintaining, repairing and operating such project or projects.

(2)

Agenda Item C4D
Date 1-27-15

Upon completion of the fiscal analysis in subsection (a)(1), the proposed issuance of bonds shall be first considered and reviewed by the city's finance and citywide projects committee.

(3)

The city commission shall hold two public hearings, each advertised not less than 15 days prior to the hearing, in order to obtain citizen input into the proposed bond issuance.

(b)

In the event the particular issuance of bonds is one that is subject to referendum approval, pursuant to Florida law, then the conditions in subsections (1) and (2) of section (a) above shall be complied with prior to adoption by the city commission of the resolution calling for the referendum pertaining to the issuance of the proposed bonds.

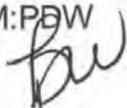
(c)

To meet a public emergency affecting life, health, property or public safety, the city commission may, by five-sevenths vote of the members of the city commission waive the requirements of this section; provided, however, that such waiver shall not be deemed to be a waiver of any other legal requirements under local, state, and federal law for the issuance of the proposed bonds.

(d)

The provisions of this section shall not apply to the issuance of any bonds to refund or refinance outstanding bonds or other obligations.

JLM:PDW



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. 1/7/15 Item deferred to February
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	7/7/2015	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. 1/7/15 The Committee recommended moving forward with the Soundscape Park term sheet presented. The Committee also determined that Collins Park will go out as a Request for Letter of Interest for a pop up or a temporary food concession concept and the results are to be brought back to the Finance Committee. In reference to the Botanical Gardens the Committee is waiting for staff to bring back additional concepts.
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 Frances	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. 1/7/15 Item deferred to February
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. 1/7/15 Item deferred to February
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. 1/7/15 Item deferred to February
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	1/7/15 The Committee recommended moving this item to the Commission with staggered terms for the City Manager, City Clerk and the City Attorney. City Attorney date set for 2017, the City Clerk set for 2018 and the City Manager set for 2019. Chairperson Deede Weithorn has volunteered to work on developing the contract for the City Clerk. It was also recommended that the compensation and contract terms be discussed at an informal meeting open to the public.
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 Patricia Walker	6/17/2015	1/7/15 Item deferred to February
249	Discussion Regarding First Class Parking Valet Parking Concession Agreement	Parking	January 14, 2015 Commission Item C4A	Saul Frances	7/14/2015	
250	Referral To The February 2, 2014 Finance And Citywide Projects Committee To Discuss Implementing A Contractor Prequalification Program In An Effort To Expedite Infrastructure Improvements	Deede Weithorn	January 14, 2015 Commission Item C4B	Alex Denis	7/14/2015	
251	Discussion Regarding Changes To The Resort Tax Quality Of Life Funding Allocations	Budget & Performance Improvement	January 14, 2015 Commission Item C4C	John Woodruff	7/14/2015	
252	Discussion Regarding Vacation Of Liberty Avenue (Palm Avenue) Between 22nd Street (Ocean Avenue) And 23rd Street (Atlantic Avenue)	Capital Improvement Projects	January 14, 2015 Commission Item C4D	David Martinez	7/14/2015	

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
253	Discussion Regarding The Requirement For City Contractors To Provide Equal Benefits For Domestic Partners	Deede Weithorn	January 14, 2015 Commission Item C4J	Alex Denis	7/14/2015	
254	Discussion On Repurposing The Citywide Public Access Wifi System For Police Equipment Connectivity - Fiscal Year 2014-2015 In Accordance With The Options Pursuant To LTC 272-2014	Police	January 14, 2015 Commission Item C4K	Daniel Oates	7/14/2015	
255	Discussion Regarding A Resolution Authorizing The City Manager To Exercise The Sole Renewal Option For A Term Of Six (6) Months, Commencing January 31, 2015 And Ending July 31, 2015, Pursuant To The Agreement Between The City And Limousines Of South Florida, Inc., Dated January 31, 2014, For The Maintenance And Operation Of A City Of Miami Beach Trolley Systems For Municipal Circulator Services	Transportation	January 14, 2015 Commission Item C7K	Jose Gonzalez	7/14/2015	
256	Discussion Regarding Issuing An RFP For Parking Attendants For The City's Parking Garages With The Term Agreement Commencing On August 16, 2015, The Day Following The Expiration Of The City's Agreement With SP Plus Municipal Services (Contract No.: RFP - 17-10/11)	Jonah Wolfson	January 14, 2015 Commission Item R9F	Saul Frances	7/14/2015	
257	Discussion and Referral To Land Use And Development Committee and Finance and Citywide Projects Committee Regarding Completion Of The Central Bayshore Area Storm Water And Roadways Construction	Joy Malakoff	January 14, 2015 Commission Item R9S	Patricia Walker	7/14/2015	
258	Discussion Regarding A Retail Lease Agreement Between The Miami Beach Redevelopment Agency (RDA) And Artconnection International, Inc. For Suite #6 In The Anchor Shops Located At 100 16th, Miami Beach, Florida 33139			Max Sklar		
259	Discussion Regarding Crowe Horwarth Audit Report Finding PCI - 03 Concurrency Fee Policies And Procedures			Jimmy Morales		
260	Discussion regarding the Issuance of Bonds to Finance the Miami Beach Convention Center Project and for additional Stormwater Revenue Bonds	Patricia Walker	January 27, 2015 Commission Item C4D	Patricia Walker		