



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: May 20, 2015

This shall serve as written notice that a meeting of the Finance and Citywide Projects Committee has been scheduled for May 20, 2015, at 3:00 P.M. in the Commission Chambers.

The agenda is as follows:

OLD BUSINESS

1. **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** *(September 10, 2014 Commission Item C4B)(194)*

Max Sklar – Tourism, Cultural and Economic Development Director

2. **Discussion To Consider A Request for Rent Relief From Penn 17, LLC., Regarding The Retail Space At The Pennsylvania Avenue Parking Garage**

Max Sklar – Tourism, Cultural and Economic Development Director

3. **Discussion Regarding Valet Parking** *(March 11, 2015 Commission Item R9S)(270)*

Saul Frances – Parking Director

4. **Discussion Regarding The Audit Committee Recommendations Regarding Fee in Lieu Of Parking** *(February 25, 2015 Commission Item C4E)(267)*

Patricia Walker – Chief Financial Officer
Carmen Sanchez – Planning Deputy Director
James Sutter – Internal Auditor

NEW BUSINESS

5. **Discussion Regarding Flooding and Sea Rise Regarding The 2015-2016 Storm Water Utilities Methodology** (*September 10, 2014 Commission Item C4G)(215)*

Bruce Mowry – City Engineer

6. **Discussion Regarding A NEW LEASE AGREEMENT BETWEEN THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA) (LANDLORD) AND CVI.CHE 105 / YUCA FUSION (TENANT), IN CONNECTION WITH THE USE OF SUITE NOS. 1-3 AT THE ANCHOR SHOPS, LOCATED AT 1555 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA (PREMISES), FOR A TERM OF NINE (9) YEARS AND THREE HUNDRED AND SIXTY FOUR (364) DAYS FROM RENT COMMENCEMENT; AND ALLOWING BY 5/7THS VOTE, PURSUANT TO SECTION 1.03 OF THE MIAMI BEACH CITY CODE, AN ADDITIONAL TWO (2) RENEWAL OPTIONS FOR FIVE (5) YEARS EACH.**

Max Sklar – Tourism, Cultural and Economic Development Director

7. **Discussion To Discuss Implementing A Contractor Prequalification Program In An Effort To Expedite Infrastructure Improvements** (*January 14, 2015 Commission Item C4B)(250)*

Alex Denis – Procurement Director

ITEMS REFERRED AT April 15, 2015 COMMISSION MEETING

8. **Discussion Regarding A Resolution Collaborate To Develop An Enhanced Partnership With The Miami-Dade County School Board (School Board) And To Amend The City's Educational Compact To Provide Enhanced Educational Services To The City's Public School Students, By Working Collaboratively On Funding To Prioritize Early Learning Opportunities, Including The Head Start Program; Title 1 VPK; VPK Fee Supported; And Sped Pre-K; By Providing Instructional Support For Extracurricular Or Choice Offerings At City High School And Middle School Grades; By Enhancing The Districts Afterschool Programming, IB Program And EFL Program; And To Provide A Schedule For Accomplishing These Goals** (*April 15, 2015 Commission Item R9Q)(272)*

Leslie Rosenfeld – Chief Learning Development Officer
Eve Boutsis – Deputy City Attorney

ITEMS REFERRED AT May 6, 2015 COMMISSION MEETING

9. Discussion Regarding the Parking Meter Collection Fees - SP Plus Request *(May 6, 2015 Commission Item C4E)(274)*

Saul Frances – Parking Director

10. Discussion Regarding A Resolution Approving The Term Sheet Attached And Incorporated As Exhibit "A" To This Resolution, And Authorizing The City Attorney's Office To Negotiate A Purchase And Sale Agreement (PSA) Between The City And 8701 Collins Development, LLC ("8701") For The Sale Of The City Property Located At 226 87 Street To 8701 (City Parcel), And To Develop Both The City Parcel And 7925 Collins Avenue (The "8701 Parcel") Under A Unified Development Project (The "Project"); Which PSA Will Include The Design, Development And Construction Of The Project, At 8701's Sole Cost And Expense, A Main Use Parking Garage, Which Shall Include (I) Commercial Uses Such As Spa, Restaurants, And Similar Uses; (II) One Or More Levels Of Parking Garage Directly Above The First Floor, Including Mechanical Parking Elements With Valet Service; (Except For The City Unit); (III) Approximately 12,000 Square Feet Of Retail On The First Floor; And (IV) A City Municipal Parking Condominium Unit (The "City Unit") Of 75 Parking Spaces Which May Be Located In The Basement; And Pursuant To Section 82-37 Of The City Code, Directing The City Manager To Transmit The Term Sheet And Draft PSA To The Finance And Citywide Projects Committee For Review Prior To City Commission Final Approval Of The PSA; And The Term Sheet And Draft PSA Shall Also Be Reviewed By The Planning Board As Required By Section 1.03(B)(4) Of The City Charter *(May 6, 2015 Commission Item R90)(275)*

Raul Aguila – City Attorney

Finance and Citywide Projects Committee Meetings for 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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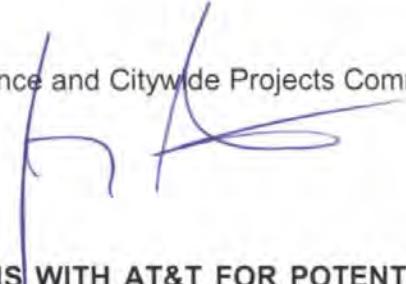


MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Chairperson and Members of the Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, Executive Director 

DATE: May 20, 2015

SUBJECT: **STATUS UPDATE ON DISCUSSIONS WITH AT&T FOR POTENTIAL PURCHASE OF AIR RIGHTS FOR 6940 ABBOTT AVENUE FOR FUTURE DEVELOPMENT OF A PARKING GARAGE IN THE NORTH BEACH TOWN CENTER**

In late 2014, the City was approached by a representative of AT&T to determine our interest in purchasing air rights over AT&T's property located at 6940 Abbott Avenue in North Beach. AT&T submitted correspondence to the City indicating the basic provisions they would need to have in place to insure their continued use of the property for their technicians in a manner that would not disrupt their long term operations.

Understanding the potential for this site to be utilized for a public purpose, particularly the potential for the site to be the location of a parking structure, the City, through its Finance and Citywide Projects Committee expressed interest and ultimately, the City Commission authorized the City Manager to begin discussions with AT&T to purchase air rights at the site.

Staff of the Tourism, Culture and Economic Development (TCED) was charged with initiating discussions regarding the submitted provisions with the AT&T representatives. This led to the drafting of a Letter of Intent (LOI) which included a refined list of the provisions as well as a process to determine a fair and appropriate purchase price for the property's air rights. The draft LOI was submitted to the City Attorney's Office for review and returned to TCED with comments. TCED is currently endeavoring to make the modifications requested by the City Attorney's Office and is in consultation with AT&T to insure the modifications are prepared in a mutually acceptable manner that will allow the process to secure the air rights at the property will continue.

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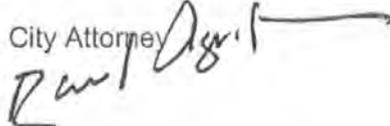
1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

OFFICE OF THE CITY ATTORNEY
Tel: 305-673-7470, Fax: 305-673-7002

NO. LTC # **172-2015**

LETTER TO COMMISSION

TO: Mayor Philip Levine and Members of the City Commission

FROM: Raul J. Aguila, City Attorney 

DATE: April 28, 2015

SUBJECT: Status of Lease between the City and the Miami Beach Redevelopment Agency (as Landlord) and Penn 17, LLC (as Tenant), relating to property located at 1661 Pennsylvania Avenue (Oolite Restaurant)

The purpose of this LTC is to provide the City Commission with a background and update with respect to the above referenced matter.

On April 13, 2011, the Mayor and City Commission adopted Resolution No. 2011-27647, approving a Lease Agreement (the "Lease"), between the City, the RDA (collectively, the "City" or "Landlord") and Penn 17 LLC. ("PENN" or "Tenant"), having a term of nine (9) years and 364 days, for use of approximately 7,655 square feet of ground level retail space at the Pennsylvania Avenue Garage, located at 1661 Pennsylvania Avenue, Miami Beach, Florida, for a restaurant (primary use) known as the Cooper Avenue Restaurant, with ancillary uses for a bakery, a bar/café, and a book and gift shop (the "Premises").

The Lease has been amended three times, including various rent abatements and rent deferrals, more particularly described herein.

On February 8, 2012, the Mayor and City Commission adopted Resolution No. 2012-27844, approving Amendment No. 1 to the Lease, correcting the gross rentable retail space for the Premises.

On June 6, 2012, the Mayor and City Commission adopted Resolution No. 2012-27925, approving Amendment No. 2 to the Lease, granting the Tenant rent relief and increasing the size of the Premises by approximately 2,514 square feet for food preparation, including two bathrooms, and a separate area for storage of flood panels.

The Premises, which housed the Cooper Avenue Restaurant, closed on December 17, 2012.

Thereafter, PENN requested rent relief in connection with certain operational complications resulting from the failure of its air conditioning system and the complaints from the New World Symphony (NWS) that the odors emanating from the Premises' kitchen exhaust system, which at the time was channeled in the direction of the NWS, was interfering with the NWS' use of their space.

Following Tenant's request for a rent reduction and other relief, on December 20, 2012 and January 24, 2013, the City's Finance & Citywide Projects Committee (FCWPC) expressed support for providing some level of relief to PENN, subject to the inclusion of specific release language absolving the City of any liability regarding Tenant's cost overruns and claims related to loss of business.

On March 13, 2013, the Mayor and City Commission adopted Resolution No. 2013-28167 (in conjunction with RDA Resolution No. 592-2013), accepting the FCWPC's recommendation, and approving, in concept, the proposed terms for an Amendment No. 3 to the Lease, which amendment, upon future final approval by the City/RDA, would include the re-branding of the Premises, to include an entertainment component (i.e. Tenant contemplated using part of the Premises as a lounge, featuring a combination of a deejay and live music).

On or about May 14, 2013, the City was notified of a sale proposal to sell Mr. Ben-Zion's 50% managing interest in Penn 17 LLC (the Tenant entity), to a new entity, OBK Project LLC (OBK), whereby PENN would continue as the Tenant under the Lease (without Mr. Ben-Zion as a manager member), and Mr. Cherstovov and OBK would each have a fifty percent (50%) membership interest in the Tenant entity.

On May 17, 2013, the City placed Tenant in default under the Lease.

On June 5, 2013, the City/RDA approved City Resolution No. 2013-28239 and RDA Resolution No. 593-2013, approving and authorizing the execution of Amendment No. 3, containing the following material terms and conditions:

1. Landlord's approval of the transfer of 50% managing interest of the Tenant entity, from Mr. Ben-Zion to OBK Project LLC;
2. Landlord to pay for the relocation of the existing kitchen exhaust venting system, for a total cost not to exceed \$250,000;
3. Tenant to pay past due rent for May, June, Jul and August, 2013 without penalties;
4. Tenant to re-deposit the minimum required \$50,000 Construction Deposit into the Tenant Construction Fund (under the Escrow Agreement);
5. Tenant to assume responsibility for paying and prosecuting the work related to Tenant's prior request to re-locate the Premises' air conditioning units to the roof of the Pennsylvania Avenue Garage;
6. Tenant to resolve and/or otherwise satisfy any outstanding contractor and sub-contractors liens against the Premises;
7. Tenant to provide the City/RDA with an updated general release, releasing City/RDA from any and all claims under the Lease;
8. Tenant authorized the payment of rent for November and December, 2012, in the total sum of \$120,520.52 (i.e. Minimum Rent and CAM of \$112,636.00 plus sales tax of \$7,884.52), from Tenant's Security Deposit (Deposit Disbursement). Tenant was obligated to re-pay and reimburse Landlord for the Deposit Disbursement, in six (6) equal payments of \$18,772.67 each (the Deposit Disbursement Payments), with the first Deposit Disbursement Payment due on October 1, 2013, and with the last Payment to be made on March 1, 2014. Landlord waived any and all late charges, interest and penalties on said Deposit Disbursement Payments;
9. commencing retroactively as of January, 1, 2013, Tenant was permitted to abate fifty percent (50%) of Minimum Rent and CAM payments for the months of

- January, 2013, through June 2013 (the "Rent Abatement Period"), in the total sum of \$168,954.00;
10. commencing retroactively as of July 1, 2013, Tenant was permitted to defer the payment of fifty percent (50%) of Minimum Rent and CAM payments for the months of July 2013, through December, 2013 (the "Rent Deferral Period"), in the total sum of \$171,106.59 (the "Rent Deferral Amount"). Tenant was required to re-pay the monthly payments of \$7,129.44 each, over a period of twenty-four (24) months, commencing on the first day of Year Six (6) of the Lease (10-1-2016), and ending on the last day of Year Seven (7) of the Lease (9-1-2018), in addition to Tenant's payment of Minimum Rent, CAM, and any other sums due and payable under the Lease; and
 11. the restaurant would be opened by December 31, 2013.

The Tenant opened the restaurant, under the new name Oolite, on June 15th, 2014.

PENN paid the rent, pursuant to Amendment No. 3, through June of 2014. In July, 2014, PENN paid partial rent, in the amount of \$20,000.

During the July 30th, 2014 City Commission meeting, Steve Polisar, Esq., representing the Tenant, stated that the rent which Tenant was paying, in the approximate sum of \$65,000 per month, was too high for the Tenant and which rent PENN believe to be higher than market rent for the Premises.

At the July 30th 2014 City Commission meeting, the City Commission referred the item to the September Finance and Citywide Projects Committee meeting, and requested that the item be brought back for final approval at the October 22, 2014 Commission Meeting.

On September 24, 2014, the Finance and Citywide Projects Committee met and discussed the item and recommended that the Administration hire a commercial real estate broker to analyze the Premises; however, Tenant would be required to pay interim base rent, in the amount of \$24,474.00, plus applicable sales tax (Interim Base Rent), retroactively, commencing July 1, 2014.

On October 22, 2014, the City Commission adopted Resolution No 2014-28789, accepting the recommendation of the Finance and Citywide Projects Committee with respect to hiring a commercial real estate broker to analyze the Premises; directing the Administration to market the Premises; and directing the City Attorney's Office to protect the City's interests including, without limitation, placing PENN in default under the Lease.

Pursuant to said direction from the City Commission, on October 23, 2014, the City sent PENN a Notice of Default for failure to pay the rental payments due under the Lease.

On November 6, 2014, the City sent PENN a second notice of default, requesting documentation to support the change in ownership of OBK Project, LLC, the Manager of Penn 17 LLC, as the City's Legal Department had discovered, through the records of the Secretary of State, that there appeared to have been a change in the ownership of PENN's managing member, OBK.

City staff worked diligently with PENN for several months, including various meetings with PENN and its attorneys, and the drafting of various proposed settlement

agreements, in order to devise a settlement contemplating the appraisal of rent for the Premises. During this interim period, PENN made rent payments, in the amount of \$25,594.00 from October, 2014 through January, 2015 (PENN paid \$20,000.00 for rent in July and no rent during the months of August or September, 2014).

On March 13, 2015, City Staff became aware that PENN's February, 2015 payment, in the amount of \$25,594.00, had been returned due to insufficient funds.

On March 16, 2015, PENN advised Staff and the City's Legal Department that PENN was trying to raise capital but was unsure as to whether or not PENN would be successful, and that the filing of bankruptcy was a possibility.

On March 17, 2015, the City's Legal Department sent PENN a notice of termination of lease, based upon PENN's failure to cure the arrearage owed under the October 23, 2014 default notice, and further advising PENN that its security deposit had been applied toward said balance.

On March 27, 2015, the City commenced eviction proceedings against PENN and is pending service of process. Staff continues to work with Tenant to reach an amicable solution to the pending eviction proceeding.

The current monthly rent for the Premises is \$61,889.70 plus applicable sales tax. PENN currently owes the City rent under the Lease, through April 30, 2015, in the amount of \$446,095.82 (plus applicable late fees).

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OFFICE OF THE CITY MANAGER

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 20, 2015

SUBJECT: **VALET PARKING CODE AMENDMENTS – PROPOSED**

BACKGROUND

On March 11, 2015, the Mayor and City Commission discussed Item R9S, entitled, "Discuss Valet Parking" placed on the agenda for discussion. This discussion resulted in direction to the Administration to provide recommendations to address valet parking activities on public right-of-way, with an emphasis on the following objectives:

- Reduce traffic congestion of major thoroughfares.
- Strengthen regulations and compliance.
- Maintain a competitive environment.

The item was referred jointly to the Finance and Citywide Projects Committee (FCWPC) and Neighborhoods and Community Affairs Committee (NCAC) for further discussion.

ANALYSIS

The Parking Department researched 12 other jurisdictions nationally that permit, regulate, and enforce use of ROW (right-of-way) for valet parking ramping (passenger loading) purposes. Notwithstanding the above, the following are two (2) threshold policy issues for your consideration:

- All existing valet parking locations (permits) could be "grandfathered" and would cease through attrition. City blocks currently without valet parking service would be granted one (1) "new" service per block. The following are advantages to this approach:
 - ✓ Grandfathering of existing locations allows all operators, small and large, continuity of operation and promotes competition.
 - ✓ Eases transition from multiple valet ramps to one valet ramp per block.
 - ✓ Increases curbside parking availability.
- Limit types of land uses granted valet parking service (i.e. hotel, restaurant, office building, and nightclub).
 - ✓ Ensures valet parking service/ramps at establishments with legitimate need (addresses application loopholes for "hardware store", "body shop", etc.)
 - ✓ Further supports increases to curbside parking availability to public.

Below is a summary of recommended amendments to the City Code and their related benefits regarding regulating valet parking operation.

- Enhanced criteria for permit approval by requiring a valet parking operational plan.
 - ✓ Traffic Operations Analysis (approved by profession engineer).
 - ✓ Set maximum distance between ramp and vehicle storage location to decrease travel time which is a contributor to traffic congestion.
 - ✓ Approval of staffing levels/schedule of valet parking service operational hours for the establishment, including valet runners; supervisors, and managers.
 - ✓ May require an off-duty police officer, as determined by the Chief of Police, for traffic control and/or mitigate traffic congestion.
 - ✓ Determine whether the proposed valet parking service will have a beneficial effect on vehicular and pedestrian safety.
 - ✓ Standardize valet parking street furniture; including signs, stands, and key boxes; establishes consistency in aesthetics.

- Private storage of vehicles on private parking lots which are properly permitted and zoned as parking lots and have sufficient vehicle storage capacity, as determined by the Planning Director.
 - ✓ A ratio of parking spaces for vehicle storage by land use type, as determined by the Planning Director would regulate capacity and usage.

- Strengthening of regulations.
 - ✓ Each ramp would be comprised of two (2) parking spaces. In no instance shall there be more than one (1) valet ramp per block and no more than four (4) parking spaces (two per block face) be permitted. In such case, new requests for valet parking service shall only be granted through attrition of existing service on the block.
 - ✓ Ramping shall only take place in the space(s) provided for ramping.
 - ✓ Double parking or obstruction of a traffic lane is strictly prohibited.
 - ✓ At least 300 linear feet must separate valet parking ramps.
 - ✓ Should not be allowed where on-street public parking does not exist, or where establishing a valet parking ramp will otherwise interfere with traffic lanes or bike lanes.
 - ✓ Shall be allowed only in the curb lane of the street.

- ✓ Shall not be allowed in an area in which parking is already regulated for other uses (restricted or prohibited).
- ✓ Shall not reduce the unobstructed space for the passage of pedestrians to less than four feet unless a greater distance is required by the City's Public Works Department.
- All design standards for all street furniture including signs, stands, and key boxes shall be determined by the Planning Director. At a minimum, the following shall be applicable:
 - ✓ Be constructed of durable material that will withstand the year-round impact of the weather and must be maintained in good taste and in good condition at all times.
 - ✓ Be sufficiently weighted and constructed to withstand strong winds. Not exceed twenty four (24) inches in width and forty eight (48) inches in height (including base, holder, frames, etc.) measured from the sidewalk surface.
 - ✓ Be placed on the sidewalk no more than one half (1/2) hour before the valet parking service opens and must be removed no later than one half (1/2) hour after the close of valet parking service.
 - ✓ Be positioned on the sidewalk and/or tree lawn outside the travel lanes, bike lanes and parking lanes to allow a minimum four (4) foot clearance for pedestrian traffic.
 - ✓ Be freestanding and may not be affixed to any street fixtures including, but not limited to trees, meters, lampposts, grates, bike racks, decorative benches, news boxes, etc. in any manner. Signs shall not be electrified in any way, be lighted in any way, or have any moving components.
 - ✓ Include only the name and logo of the Permittee's business, the words "Valet Parking", the rate charged for the service and the hours of operation.
 - ✓ Be approved by the Planning Department following review with appropriate business.
 - ✓ Display the following information: name of valet parking operator, address and 24 hour contact number; valet parking fee schedule; and hours of operation.

- Enforcement and fine schedules.

- ✓ *Illegal ramping.* Illegal use of public right-of-way for the purpose of accepting or delivering a vehicle.

Violations:	First Offense:	Warning
	Second offense:	\$500.00
	Third offense:	\$1,000
	Fourth offense:	\$2,000 and ten (10) day suspension of ramping privileges. Notice of suspension to establishment via certified mail or hand delivery.
	Fifth offense:	Suspension and mandatory referral to or subsequent special master

- ✓ *Illegal storage.* Illegal storage of vehicle(s) in public facilities and/or public right-of-way or in unauthorized private storage location(s) as provided in permit (occupational license).

Violations:	First offense:	\$1,000
	Second offense:	\$2,500
	Third offense:	\$2,500 and ten (10) day suspension of ramping privileges. Notice of suspension to establishment via certified mail or hand delivery.
	Fourth offense:	Suspension and mandatory referral to special master.

- ✓ *Operation without valet permit:* \$1,000 per offense/per day.
- ✓ *Solicitation of valet parking service on any portion of the City's right of way:* \$1,000 per offense.
- ✓ *Penalty for lapse in required insurance coverage (from date of lapse):* \$500.00 per offense/per day.
- ✓ *No name tag:* \$100.00 per offense.

- ✓ *No uniform:* \$100.00 per offense.
- ✓ *No valid Florida driver's license:* \$500.00 per offense and immediate removal of the employee from the valet operation.
- ✓ *Non-compliance with valet employee list:* \$100.00 per day.
- ✓ *Special master review.* In addition to the factors set forth in subsection 30-74(e), the special master may consider, inter alia, the following factors when determining the amount of the fine:
 - Number and type of violations under permit where violation originated (specific location).
 - Permitted location utilization (hours/number of days a week location is operational).
 - Parking and traffic conditions existing at the subject location at the time of the violation.
- ✓ *Failure to comply with any provision of the approved Valet Parking Operational Plan, including staffing and storage spaces/locations:* \$1,000 per offense.
- ✓ *Solicitation for valet parking service on any portion of the right-of-way, including sidewalks, parking space, or roadway:* \$1,000 per offense.
- ✓ *Valet Parking Street Furniture violations:* \$1,000 per offense.

CONCLUSION

The Administration is seeking guidance from the Finance and Citywide Project Committee on this item. Also, pursuant to the direction of the Mayor and City Commission, this item will be presented to the Neighborhoods and Community Affairs Committee.



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MIAMI BEACH

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FINANCE & CITYWIDE PROJECTS COMMITTEE MEMORANDUM

TO: Members of the Finance and Citywide Projects Committee

FROM: Patricia D. Walker, Chief Financial Officer
Carmen Sanchez, Deputy Director, Planning Department

DATE: May 20, 2015

SUBJECT: Status update on the Fee in Lieu of Parking Program.

At the April 6, 2015 Finance and Citywide Projects Committee meeting, Internal Auditor James Sutter presented a discussion item regarding the Audit Committee's recommendations for the Fee in Lieu of Parking Program.

After discussions with members of the Internal Audit Office, Planning Department, Finance Department and City Attorney's Office, the Committee requested a status update on the program be brought back to a future meeting. The committee requested that an update be given, breaking down the program into two separate categories:

1. Status of collection efforts for Fee in Lieu of Parking program; and
2. Escrow Agreements / Development Deals

Planning Department Fee in Lieu of Parking Program Commission Directives Status 04-27-15

- Status of collection efforts for Fee in Lieu of Parking program

Commission Directives:

1. Invoicing and sending out notices of payments for PIF accounts fiscal years 2010-2015.
 - Planning Department has invoiced accounts with annual fees due for fiscal years 2014 and 2015.
 - Accounts with annual fees due have been submitted by the Planning Department to Finance for the invoicing of fiscal year 2010 through 2013. (Finance has advised, they have invoiced all accounts listed for FY-10 to FY-13). Finance has now activated the module in the City's Financial system (EDEN) and has commenced assessing late fees and penalties for FY-15 and forward.

2. Enter into settlement negotiations for payments of PIF accounts.

Escrow Agreements

- A-Loft (PIF 425) – On 01/14/15 the City Commission approved a Settlement Agreement in the amount of \$2,760,000 for the Fee in Lieu of Parking for the parking deficiency associated with the Aloft project at 2360 Collins Avenue. As of this date, the escrow agent has released the funds in escrow, \$2,760,000.00 and the corresponding interest in the amount of \$2,382.93.
- Savoy Hotel (PIF 368) – The escrow agent (Bilzin Sumberg) has been asked to release escrowed amount to the City. A meeting has been scheduled with counsel for the project to enter into an agreement to release funds to the City.
Staff is verifying the parking needs for the project and has met with escrow agent. The City Attorney's Office is drafting a settlement agreement for the project and will schedule for hearing by City Commission this summer.

Agreements (Approved by City Commission)

- Smith & Wollensky (PIF 399) – Account has been invoiced for all fees due including 2015. Since they are a tenant of the City, the Office of Tourism, Culture and Economic Development has taken the lead on reconciliation and collection of past due amounts. S&W has paid FY15 and made a partial payment to FY14 and continues to work with the Office of Tourism Culture and Economic Development.
- The Plaza at Washington /Crescent Heights (PIF 242/243) – Representatives for the development team provided additional documentation and information which satisfied part of the deficiency. They also paid, in full, the outstanding \$38,000 fee. The account is now current and closed.

As of 4-27-15

Invoices issued for annual accounts in:

	Invoiced (Adj.)	Paid	Due	No. of Invoices Issued	No. of Invoices Paid
FY2010	\$ 403,600	\$ 205,220	\$ 198,380	48	25
FY2011	\$ 25,200	\$ 25,200	\$ -	2	2
FY2012	\$ 380,597	\$ 205,196	\$ 175,401	57	30
FY2013	\$ 1,352,822	\$ 1,283,800	\$ 69,022	37	24
FY2014	\$ 342,662	\$ 133,062	\$ 209,600	33	16
FY2015*	\$ 1,287,056	\$ 329,340	\$ 957,716	411	95

* FY 2015 Invoiced totals include fees invoiced for previous years (FY10-FY13) which were not invoiced until Planning's internal review identified the inconsistencies. This total also includes interest and penalty charges for FY15 (actual) fees.

The Planning Department has identified approximately 88 active accounts within the FY10 through FY15 period. Not all accounts are active at this time, but are included herein due to non-payment of outstanding balances.

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Discussion Item

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MIAMI BEACH

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

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: May 20, 2015

SUBJECT: **A DISCUSSION REGARDING A NEW LEASE AGREEMENT BETWEEN THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA) (LANDLORD) AND CVI.CHE 105 / YUCA FUSION (TENANT), IN CONNECTION WITH THE USE OF SUITE NOS. 1-3 AT THE ANCHOR SHOPS, LOCATED AT 1555 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA (PREMISES), FOR A TERM OF NINE (9) YEARS AND THREE HUNDRED AND SIXTY FOUR (364) DAYS FROM RENT COMMENCEMENT; AND ALLOWING BY 5/7THS VOTE, PURSUANT TO SECTION 1.03 OF THE MIAMI BEACH CITY CODE, AN ADDITIONAL TWO (2) RENEWAL OPTIONS FOR FIVE (5) YEARS EACH.**

BACKGROUND

The Miami Beach Redevelopment Agency (the "RDA") and BBQ Beach, Inc. were parties to a retail lease dated March 1, 2006, for 6,217 square feet of restaurant space, located at 1555 Washington Avenue, Suites 1-3, Miami Beach, Florida 33139 (the "Premises"). The lease was for a period of ten (10) years, commencing March 1, 2006 and ending February 29, 2016, with one (1) renewal option for an additional ten (10) years.

BBQ Beach breached its lease by failing to remit rent for the months of April 2014 through December 2014. On or about September 16, 2014, BBQ Beach was served with a Notice of Termination of Tenancy wherein the RDA requested payment of rent or termination of the tenancy. Having failed to cure the default, on or about October 27, 2014, BBQ Beach was served with a Three (3) Day Notice, as a precondition to filing an eviction lawsuit. The parties agreed it would be in their best interests to resolve and settle any and all claims which were, or could have been, asserted in a commercial eviction action.

On April 13, 2015, the RDA and BBQ Beach entered into a Settlement Agreement and Release whereby BBQ Beach agreed to various terms and conditions, including the payment of \$137,776.00, in twelve equal installments of \$11,480.00, representing back rent for the period ending February 28, 2015.

ANALYSIS

In anticipation of the Premises being vacated by BBQ Beach, the City, on behalf of the RDA, began marketing the space for lease in November 2014. In order to obtain current and accurate market rental data, the City procured the services of a certified appraiser to provide a Market

Rent Analysis, dated March 27, 2015 (the "Analysis"), which is attached hereto as Exhibit A (Market Rent Analysis). As contained in the Analysis, the current market rent for comparable space is \$59.00 per square foot, on a triple net (NNN) basis, with operating expenses averaging \$15.58 per square foot.

Also, in order to obtain an accurate drawing of the Premises, and to verify the size of the Premises, the City procured the services of a licensed architect to provide an updated drawing of the retail area, dated April 21, 2015 (the "Floor Plan"), which is attached hereto as Exhibit B (Floor Plan). As contained in said Floor Plan, the Premises contain 7,130 total square feet, consisting of 6,342 square feet of ground floor space and 788 square feet of 2nd floor space.

The Administration identified the following three (3), primary leasing objectives in procuring a new tenant for the Premises: 1) a user which would provide a positive impact on the Anchor Shops property and the Washington Avenue & 16th Street area overall, 2) a user with a successful track record and a high likelihood of being successful at the Premises and 3) a lease agreement which includes terms and conditions providing the greatest financial return to the City.

The City received substantial interest in the Premises, including five (5) proposals, ranging from the entire Premises (7,130 square feet) to a portion of the Premises (+/- 1,600 square feet). The Administration was not satisfied with the type of prospects which were expressing an interest in the Premises as none of them, in the Administration's view, satisfied the established leasing objectives. For this reason, the Administration, via a piggyback of the State of Florida Department of Management Services contract, was in discussions with CBRE, a national, full-service real estate provider, to market the space on a national basis.

Prior to finalizing the listing agreement with CBRE, the Administration identified Tenant as a prospective user which satisfied all of the established leasing objectives. Tenant is a newly formed joint venture, comprised of the principles of two local restaurants, which will offer Latin cuisine in a fine dining setting. A business plan for Tenant is attached hereto as Exhibit C (Business Plan). The Administration commenced negotiations and, ultimately agreed to terms with Tenant, as contained in the executed Letter of Intent dated April 28, 2015, attached hereto as Exhibit D (Letter of Intent).

As contained in said Letter of Intent, the Base Rental Rate is \$60.00 per square foot, with three percent (3%) annual increases. The Operating Expenses for the Anchor Shops building are estimated at \$3.00 per square foot for 2015. The schedule of Base Rent and Operating Expenses due over the initial ten (10) year term, are illustrated in the following chart:

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Square Feet:	7,130							
Rent PSF:	\$60							
Increases:	3%							
	PSF	Monthly	Annual	PSF	Monthly	Annual	Monthly	Annual
	Base	Base	Base	Operating	Operating	Operating	Base Rent &	Base Rent &
<u>Year</u>	<u>Rent</u>	<u>Rent</u>	<u>Rent</u>	<u>Expenses</u>	<u>Expenses</u>	<u>Expenses</u>	<u>Op. Exp.</u>	<u>Op. Exp.</u>
1	\$60.00	\$35,650.00	\$427,800.00	\$3.00	\$1,782.50	\$21,390.00	\$37,432.50	\$449,190.00
2	\$61.80	\$36,719.50	\$440,634.00	\$3.00	\$1,782.50	\$21,390.00	\$38,502.00	\$462,024.00
3	\$63.65	\$37,821.09	\$453,853.02	\$3.00	\$1,782.50	\$21,390.00	\$39,603.59	\$475,243.02
4	\$65.56	\$38,955.72	\$467,468.61	\$3.00	\$1,782.50	\$21,390.00	\$40,738.22	\$488,858.61
5	\$67.53	\$40,124.39	\$481,492.67	\$3.00	\$1,782.50	\$21,390.00	\$41,906.89	\$502,882.67
6	\$69.56	\$41,328.12	\$495,937.45	\$3.00	\$1,782.50	\$21,390.00	\$43,110.62	\$517,327.45
7	\$71.64	\$42,567.96	\$510,815.57	\$3.00	\$1,782.50	\$21,390.00	\$44,350.46	\$532,205.57
8	\$73.79	\$43,845.00	\$526,140.04	\$3.00	\$1,782.50	\$21,390.00	\$45,627.50	\$547,530.04
9	\$76.01	\$45,160.35	\$541,924.24	\$3.00	\$1,782.50	\$21,390.00	\$46,942.85	\$563,314.24
10	\$78.29	\$46,515.16	\$558,181.97	\$3.00	\$1,782.50	\$21,390.00	\$48,297.66	\$579,571.97
		<u>\$408,687.30</u>	<u>\$4,904,247.57</u>		<u>\$17,825.00</u>	<u>\$213,900.00</u>	<u>\$426,512.30</u>	<u>\$5,118,147.57</u>

Tenant is represented by Koniver Stern Group, which shall be paid a leasing commission, by the RDA, in accordance with a separate agreement (pending review and approval by Legal). Said commission shall be equal to three percent (3%) of the aggregate Annual Base Rent over the term of the lease. Accordingly, Koniver Stern Group shall be paid a leasing commission in the amount of \$147,127.43, as illustrated in the following chart:

Koniver Stern Commission Calculation		
Aggregate	Commission	
<u>Base Rent</u>	<u>Rate</u>	<u>Commission</u>
\$4,904,247.57	3.00%	<u>\$147,127.43</u>

Since the Administration did not execute the listing agreement with CBRE, no other leasing commissions shall be payable by the RDA. However, in the event the City would have utilized the listing services of CBRE, and if CBRE had identified Tenant for the Premises, the RDA would be responsible to pay a leasing commission to CBRE, in addition to the commission due to Koniver Stern Group. This represents a savings of \$159,499.06, as illustrated in the following chart:

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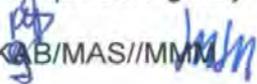
CBRE Commission Calculation (Hypothetical)			
Aggregate	Commission	Commissionable	
<u>Rent</u>	<u>Rate</u>	<u>Amount</u>	<u>Commission</u>
\$0.00 - \$500,000	3.50%	\$500,000.00	\$17,500.00
\$500,001 - \$2,500,000	3.25%	\$2,000,000.00	\$65,000.00
\$2,500,001 - \$4,500,000	3.00%	\$2,000,000.00	\$60,000.00
\$4,500,001 - \$6,499,999	2.75%	\$618,147.57	\$16,999.06
			\$159,499.06

In addition to the initial term of nine (9) years and three hundred and sixty four (364) days, the Letter of Intent contains two (2) additional renewal options, for an additional five (5) years each. Section 1.03 of the Miami Beach Code requires, for lease of City-owned property for ten (10) years or longer, approval by majority (4/7ths) vote of all members of the Planning Board and 5/7ths vote of all members of the City Commission.

CONCLUSION

The Administration recommends in favor of executing a new lease agreement with Tenant, in accordance with the above stipulated terms and conditions, for a period of nine (9) years and three hundred and sixty four (364) days. Furthermore, the Administration recommends in favor of granting two (2) renewal options, for an additional five (5) years each, at market rate.

The Administration is seeking direction from the Finance and Citywide projects Committee before presenting this item for consideration of the members of the Miami Beach Redevelopment Agency.

JLM/KAB/MAS/MMM 

Exhibits:

- A Market Rent Analysis
- B Floor Plan
- C Business Plan
- D Letter of Intent

Exhibit A

**COUNSELING REPORT
MARKET RENT ANALYSIS FOR RETAIL SPACE
The Anchor Shops at South Beach
1555 Washington Ave. Suite 1-3
Miami Beach, FL 33139**

Report 201516

PREPARED FOR

**City of Miami Beach
Mark Milisits
Asset Manager
Tourism, Culture and Economic Development Department
Office of Real Estate
1755 Meridian Ave.
Miami Beach, FL 33139**

PREPARED BY

**BLAZEJACK & COMPANY
172 W Flagler Street, Suite 340
Miami, Florida 33130
Phone: (305) 372-0211
Fax: (305) 374-1948**

BLAZEJACK & COMPANY
REAL ESTATE COUNSELORS

March 27, 2015

City of Miami Beach

Mark Milisits
Asset Manager
Tourism, Culture and Economic Development Department
Office of Real Estate
1755 Meridian Ave.
Miami Beach, FL 33139

Re: Appraisal of Real Property - **201516**

Market Rent Analysis
The Anchor Shops at South Beach
1555 Washington Ave. Suite 1-3
Miami Beach, FL 33139

Dear Mr. Milisits:

At your request, we have completed an analysis of the market rent of the above referenced property, to various Assumptions and Limiting Conditions set forth in the accompanying report. The physical inspection and analysis that form the basis of the report has been conducted by the undersigned.

Our analyses have been prepared in compliance with the standards and regulations of the Uniform Standards of Professional Practice (USPAP). The accompanying report includes pertinent data secured in our investigation, exhibits and the details of the processes used to arrive at our conclusion of value.

As a result of the examination and study made, it is my opinion that the Market Rent of the retail property, subject to economic conditions prevailing, as of March 27, 2015, the date of the analysis is.

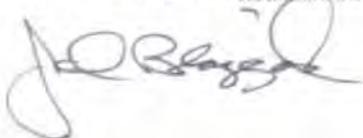
Retail Space : \$59.00 per square foot Rentable on a net basis.
Total Operating Expenses: \$15.58/SF Rentable

Respectfully submitted,

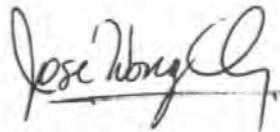
BLAZEJACK & COMPANY

John Blazejack

Digitally signed by John Blazejack
DN: cn=John Blazejack, o,ou,
email=John@blazejack.com, c=US
Date: 2015.03.27 15:57:11 -0400



John Blazejack, MAI, CRE, FRICS
Partner
Cert Gen RZ-0093



Jose Wong
Senior Consultant
Cert Gen RZ-2797

SUMMARY OF FACTS AND CONCLUSIONS



Property Name:	The Anchor Shops at South Beach
Property Type:	Retail
Location:	1555 Washington Ave. Suite 1-3 Miami Beach FL 33139
Parcel Identification	02-3234-919-1090 Source: Miami Dade Public Records
Owner:	City of Miami Beach
Client:	City of Miami Beach
Interest Appraised:	Market Rent
Date of Appraisal:	March 27, 2015
Dates of Inspection:	March 23, 2015
Date of Report:	March 27, 2015
Property Size:	Approximately 6,217 SF

Highest and Best Use:
As Vacant: Mixed-Use Building Development
As Improved: Continued use as Mixed-Use Building

Value Indication, as of March 27, 2015:

Retail Market Rent: \$59/ Square Foot Rentable on a net basis.

Total Operating Expenses: \$15.58/ Square Foot Rentable on a net basis.

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ADDENDA

Exhibit A Subject Photographs
Exhibit B Comparable Rent Photographs
Exhibit C Engagement Letter
Exhibit D Qualifications of the Appraisers

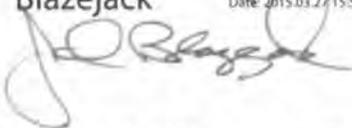
CERTIFICATE OF VALUE

I certify that, to the best of my knowledge and belief,

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- We have performed no services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Jose Wong have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative.
- As the date of this report John Blazejack has completed the continuing education program of the Appraisal Institute. Jose Wong has completed the requirements of the education program established by the State of Florida.

BLAZEJACK & COMPANY

John
Blazejack



John Blazejack, MAI, CRE, FRICS
Partner
Cert Gen RZ-0093

Digitally signed by John Blazejack
DN: cn=John Blazejack, o, ou,
email=John@Blazejack.com, c=US
Date: 2015.03.27 15:57:41 -0400



Jose Wong
Senior Consultant
Cert Gen RZ-2797

ASSUMPTIONS AND LIMITING CONDITIONS

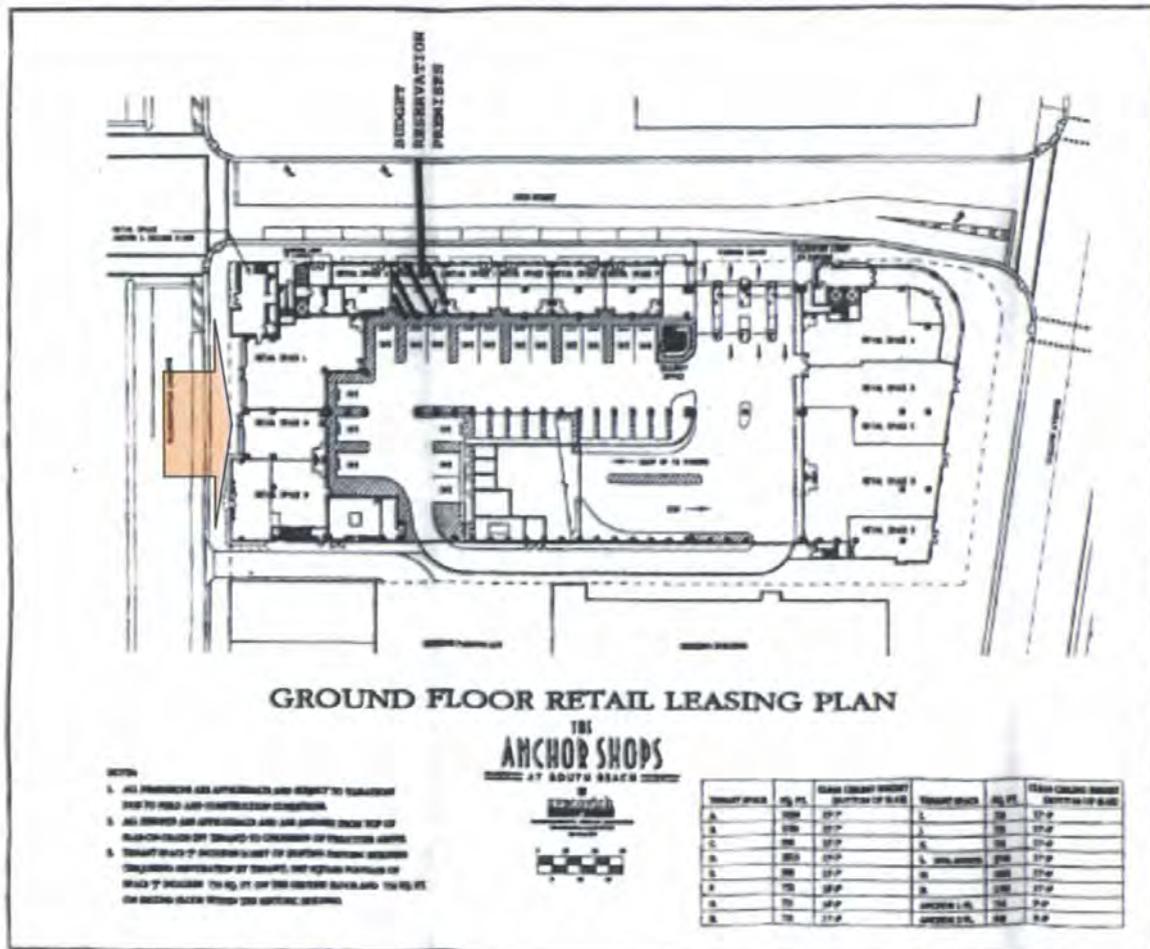
The appraisal is subject to the following assumptions and limiting conditions:

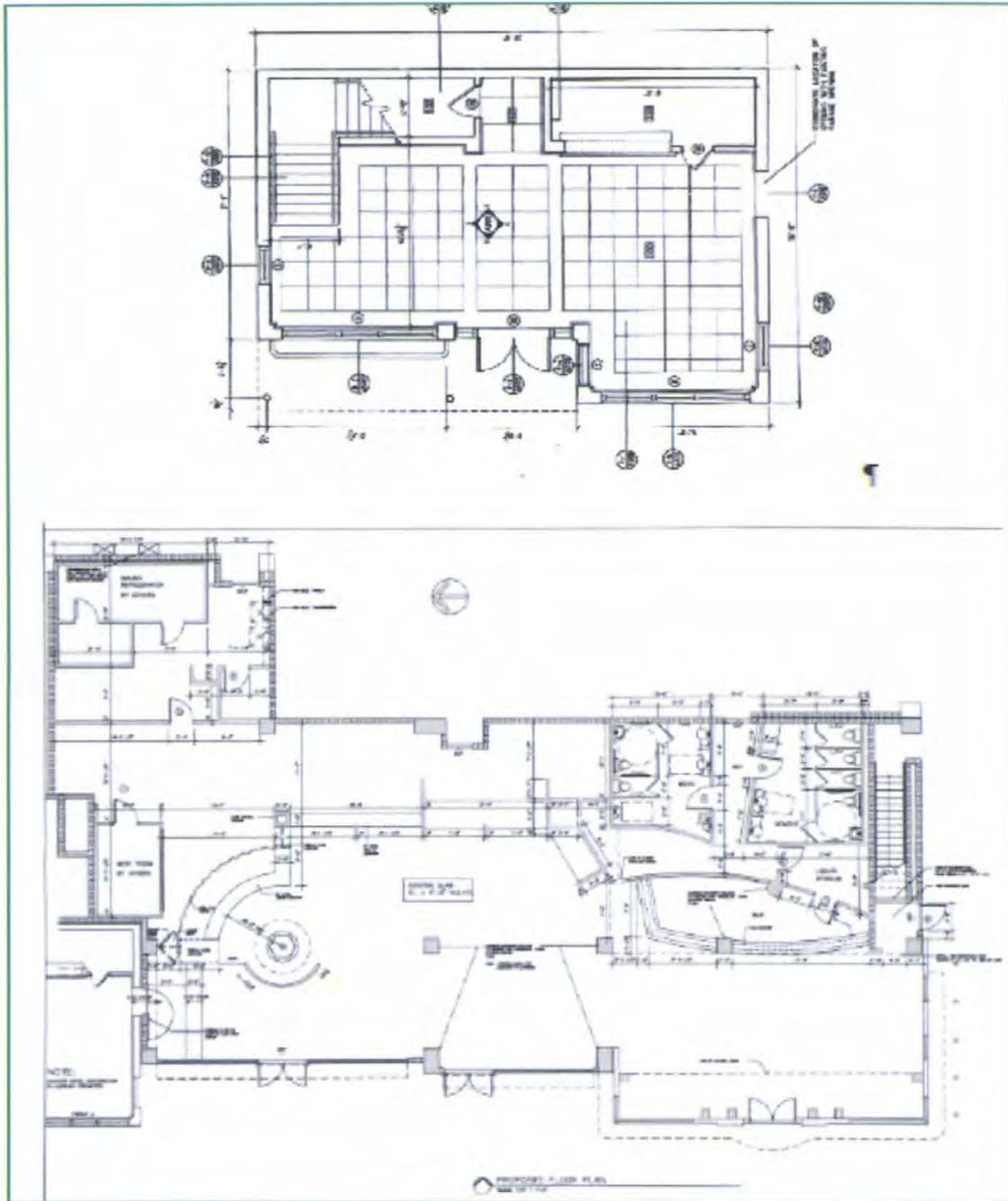
- 1 No survey of the subject property was undertaken.
- 2 The subject property is free and clear of all liens except as herein described. No responsibility is assumed by the appraisers for matters, which are of a legal nature, nor is any opinion on the title rendered herewith. Good and marketable title is assumed.
- 3 The information contained herein has been gathered from sources deemed to be reliable. No responsibility can be taken by the appraisers for its accuracy. Correctness of estimates, opinions, dimensions, sketches and other exhibits which have been furnished and have been used in this report are not guaranteed. The value estimate rendered herein is considered reliable and valid only as of the date of the appraisal, due to rapid changes in the external factors that can significantly affect the property value.
- 4 This study is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Publication of this report or any portion thereof without the written consent of the appraiser is not permitted.
- 5 The appraisers herein, by reason of this report, are not required to give testimony in court with reference to the property appraised unless notice and proper arrangements have been previously made therefore.
- 6 The value estimate assumes responsible ownership and competent management. The appraiser assumes no responsibility for any hidden or in apparent conditions of the property, subsoil, or structures, which would render it more or less valuable. No responsibility is assumed for engineering, which might be required to discover such factors.
- 7 Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraisers or firm with which they are connected, or any reference to the Appraisal Institute.
- 8 Any exhibits in the report are intended to assist the reader in visualizing the property and its surroundings. The drawings are not intended as surveys and no responsibility is assumed for their cartographic accuracy. Any drawings are not intended to be exact in size, scale, or detail. Areas and dimensions of the property may or may not have been physically measured. If furnished by the principal or from plot plans or surveys furnished by the principal, or from public records, we assume them to be reasonably accurate. No responsibility is assumed for discrepancies, which may become evident from a licensed survey of the property.
- 9 The Americans with Disabilities Act (ADA) became effective January 26, 1992 sets strict and specific standards for handicapped access to and within most commercial and industrial buildings. Determination of compliance with these standards is beyond appraisal expertise and, therefore, has not been attempted by the appraisers. For purposes of this appraisal, we are assuming the building is in compliance; however, we recommend an architectural inspection of the building to determine compliance or requirements for compliance.

MARKET RENT ANALYSIS

IDENTIFICATION OF THE PROPERTY

The property under analysis in this report, a retail space, is located at 1555 Washington Ave. Suite 1-3 Miami Beach, FL 33139, at the SEC of Washington Avenue and 16th Street. The building comprises a total of 261,000 SF on a 1.513 acre lot according to Public Records of Miami Dade. The building contains four-story garage and retail spaces on the first floor. The subject property under analysis is about 6,217 SF retail space in two levels. This part is a preexisted art deco building that was incorporated into the new building in 1998 when the new retail and parking was built. The first level comprises 5,917 sf of space, the second level 300 sf. The subject includes three small buildings that are connected. The building that is in the corner has two levels. The other two spaces were used as a 213-seat restaurant. The space has high ceiling. The restaurant has walking refrigerator, washing areas, storage, restrooms, bar furniture with an old décor style. The property can be subdivided for lease.





PURPOSE DATE AND FUNCTION OF THE REPORT

The purpose of this report is to estimate the market rent for the retail space. The date of the analysis was March 27, 2015. It is understood that the function of this report is for internal asset management for lease negotiations.

SCOPE OF THE ASSIGNMENT

This is a summary analysis presented in a narrative report. The scope of this analysis was to inspect the property, consider market characteristics and trends, collect and analyze pertinent data, develop a conclusion and estimate the property's market rent. During the course of this assignment, we developed and analyzed current retail space rents located in the Miami Beach area.

The extent of verification consisted of assembling and analyzing raw data gathered from a variety of sources including public records data services, news periodicals, broker or knowledgeable third parties when available, and in-houses files.

PROPERTY HISTORY

The property is held in the name of City of Miami Beach according to the Public Records of Miami Dade County. We are not aware of any transfer of the property or purchase listing or offering within the past five years.

LEGAL DESCRIPTION

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

BEGINNING at the Southwest corner of Block 54 of said Fisher's First Subdivision of Alton Beach Plat; thence North 88° 0' 53" East along the South line of said Block 54, a distance of 443.08 feet, to the Southeast corner of said Block 54; thence South 07° 35' 04" West, a distance of 95.25 feet, to a point of cusp with a tangent curve concave to the Southwest; thence along the arc of said curve to the left, having a radius of 25.00 feet and a central angle of 90° 00' 00", an arc distance of 39.27 feet, to a point of tangency; thence North 82° 24' 52" West, a distance of 24.75 feet; thence South 88° 00' 53" West along a line 8.00 feet North of and parallel with, as measured at right angles to the North line of Block 57 of said plat, a distance of 382.18 feet to a point on the Easterly Right-of-Way line of Washington Avenue; thence North 01° 59' 11" West along said Easterly Right-of-Way line, a distance of 62.00 feet to the Southwest corner of said Block 54 and the Point of beginning.

Said lands lying and being in the City of Miami Beach and containing 65,910 square feet (1.5131 Acres) more or less.

DEFINITIONS OF VALUE AND INTEREST APPRAISED

According to the Code of Federal Regulations, Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), and according to the 12th Edition of The Appraisal of Real Estate, market value is defined as follows:

Market Value

The most probable price, which a property should bring in competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1 Buyer and seller are typically motivated.
- 2 Both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3 A reasonable time is allowed for exposure on the open market.
- 4 Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5 The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Fee Simple Interest

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Interest

An ownership interest held by a landlord with the right to use and occupancy conveyed by a lease to others; usually consists of the right to receive rent and the right to possession at termination of the lease.

Market Rent

The rental income that a property would most probably command on the open market; indicated by current rents paid and asked for comparable space as of the date of the appraisal.

Source: Appraisal Institute, The Appraisal of Real Estate, 13th Edition, (Chicago, 2008)

MARKET RENT ANALYSIS

Retail Market

We are estimating the market rent of the subject property, therefore a rent survey of the Miami Beach area was conducted. The basis for classification was location, design, and quality of construction, quality of interior finishes, age, and condition.

The rent comparable selected give an indication of the level of rent that could be commanded by the subject if offered in the open market. The restaurant rent survey, a location map, and a table of adjustments can be found following.

All the restaurant rates in our survey are asking rates. Leasing agents interviewed in gathering rental data indicated that no concessions are provided although some terms are negotiable depending on the size of space and length of the lease. In most cases, the rates actually achieved in leases are near the asking rates.



Comparable Restaurant Listing Rents Summary -Miami Beach - March 24, 2015

No.	Property Name Location	Vacant (RSF)	Year Built	Quoted Rates	Rent Type	Comment
1	1787 Purdy Ave Miami Beach FL 33139	4,000	1940	\$60	NNN	Fully-built restaurant space in the hip "Sunset Harbour Neighborhood" of South Beach. f/k/a "PB Steak" and "Joe Allen's". First floor has 3,150 SF. Second floor has 850 SF, office & dry goods storage. Tenant can convert roof over dining (3,000 SF) into an outside deck overlooking the bay. The building has average/good construction finishing quality, and is in good condition.
2	445 Española Way Miami Beach FL 33139	1,250	1925	\$53	NNN	Second generation restaurant space in the heart of Española Way. This space is a turn key operation that has all the necessary equipment to run a successful operation. Buyer can take over existing operation or start their own concept. Española Way is now a full pedestrian walkway where cars are no longer allowed which just adds to the charm of this street. "The Historic Spanish Village" was modeled after romantic Mediterranean villages of France and Spain. The street now consists of restaurants, bars, art galleries, and boutique shops that draws tourists and locals alike. The building has average/good construction finishing quality, and is in good condition.
3	1542 Washington Ave. Miami Beach FL 33139	5,500	1940	\$83	NNN	Turnkey restaurant space offered for rent for 60 months. It has approximately 3,000 SF exterior courtyard. It has 3 parking spaces. Built out as a high-end two story restaurant/club/private club. Fully-equipped, All new construction, 100% brand new kitchen. Granite sculpture, water walls, pools, reclaimed barn wood and granite floors.
4	1234 Washington Ave. Miami Beach FL 33139	4,400	1961	\$60	NNN	This is a fully built out restaurant and bar that was formally the home of the famous Irish Pub, Waxy Oconnor's. The space has a full kitchen, walk in, hood, and grease trap. The former owners spared no expense with the built out. There is on-site parking behind restaurant. It is located on the SWC of Washington Avenue and 12th Street. The building has average/good construction finishing quality, and is in
SUBJECT:						
	Anchor Shops 1555 Washington Ave Suite 1-3 Miami Beach	6,217	1998		NNN	This restaurant space is vacant at present. It has average/good quality construction finishing and is in average/good condition.

Retail Map Comparable

RETAIL RENT COMPS ADJUSTMENT GRID				
Rent \$/SF	1	2	3	4
	\$60	\$53	\$83	\$60
Location	10%	15%	0%	5%
Building Quality	0%	0%	-15%	0%
Condition	-5%	-5%	-10%	-5%
Size	0%	0%	0%	0%
Others	0%	0%	0%	0%
Overall Adjustment	5%	10%	-25%	0%
Adjusted Rent	\$63	\$58	\$62	\$60

Average All Comps:	\$61
Average 2, 3 & 4:	\$60
Chosen Retail Rent (\$/SF) for Subject	\$59 NNN

Base on comparison with the market data we concluded that the market rent for the subject retail space (6,217 SF) to be \$59 per square foot rentable net per year for vacant space. We have considered that the market rent includes a 5-year term rental lease.

The total rent for the subject retail space is \$366,803 (6,217 SF x\$59/SF).

As information secondary data have presented a table below with contract restaurant rents, and also a table with retail asking rents in the subject area.

COMPARABLE RESTAURANT CONTRACT RENTAL SUMMARY												
No.	Property Name Location	Size SF	Year Built	Restaurant Tenant	Tenant Size/SF	Quoted Rates	Term	Date	Rent Type	Finish Allowance	CAM Rent SF	% Rent
1	11795 Pines Blvd. Miramar	5,525	1995	Pines Ale House	5,525	\$55.64	Lease extended from Jan 2011 to Jan 2016. One option of 5 more years to Jan 2021. Sales Volume: 2011 Sales \$4,437,000	Jan-11	Net	None		
2	2710 South Dixie Hwy Miami, FL	4,928	1994	Pollo Tropical	4,928	\$47.28	N/A	Feb-12	Net	None		
3	2200 Collins Ave. Miami Beach, FL	3,985	2010	Bagatelle	3,985	\$94.00	Contract is for 15 years. It began in 11/02/2012. Option for 2 additional term of 5 yrs each.	Feb-12	Net	\$502/SF	\$14.50	5%
4	17355 Biscane Blvd. Miami, FL	8,053		Houston's	8,035	\$96.45	5% increases every 5 years	Jan-14	Net	N/A		
5	Cocowalk Grand Avenue Miami	164,707 tertainment	1990	Cheesecake Factory Fat Tuesday Café Med Café Tu Tu Tango Hooter's	6,186 3,867 4,049	\$32 to \$35			Net	Negotiable	\$17.00	
6	Rivergate Plaza 444 Brickell Avenue Miami	395,395 Office	1986	The Capital Grille	10,271	\$16.55	10yrs beginning 1996 Four/5yr options		F/S	UK	\$3.00	5.5%
7	Mizner Park Federal Hwy & 2nd Street Boca Raton, Palm Beach County	156,715	1990	Mark's at the Park Mozzerella's Ruby Tuesday Max's Grill	5,680 6,169 5,517 5,680	\$37.13 \$26.00 \$26.00 \$28.22	17yrs beginning 1991 15yrs beginning 1990 15yrs beginning 1990 17yrs beginning 1991		Net Net Net Net	Minimal	\$15.00 \$15.00 \$15.00 \$15.00	5.0% 5.0% 5.0% 3.4%
8	Axis Condominiums Miami	19,992	2008	Irish Pub Spanish Restaurant Gelato & Coffee Bar	5,484 8,220 1,587	\$32.00 \$32.00 \$35.00	\$35 Year 2. CPI increase(3%min-7%max) 9 mont \$35 Year 2. CPI increase(3%min-7%max) 9 mont CPI Increase(3% min-7% max) 8 months free	Jul-10 Jul-10 Aug-10	Net Net Net		N/A N/A N/A	
9	55 Miracle Mile Coral Gables	65,242 etail+Office	2004	Tarpon Bend CIBO Wine Bar	6,500 7,076	\$34.00 \$28.00	increase & 7% of sales over 6MM(food & liquo 3% annual increase	Jun-11 Oct-12	Net Net		N/A N/A	

Comparable Retail Listing Rental Summary - Miami Beach - March, 2015

No.	Property Name Location	Vacant (RSF)	Year Built	Quoted Rates	Rent Type	Operat. Exp \$/SF	Comment
1	1616 Washington Ave. Miami Beach FL 33139	2,209		\$75	NNN	\$15.00	Twenty feet of frontage along Washington Avenue. Space consists of a ground floor and mezzanine level for a total of 2,209 SF. It's located next to Subway. Co-tenancy with McDonald's, Foot Locker, Radio Shack, Fritz Skateshop.
2	Lincoln Place 1601 Washington Ave. Miami Beach FL 33139	823 3,094		\$60 \$60	NNN	\$22.00	Located on the northeast corner of Washington Avenue, one block south of Lincoln Road, one fourth block west of Collins Avenue. Within walking distance of retail shops and restaurants. Tenant has to pay for turn key. The retail has average quality construction finishing and is in good condition. Space 101 and 105 are available. Operating Expenses
3	1425/1427 Washington Ave. Miami Beach FL 33139	2,800		\$65	NNN	N/A	2,800 SF turn key space totally renovated. 50 feet of frontage.
4	1452 Washington Ave. Miami Beach FL 33139	736 1,169	1938	\$70	NNN	N/A	Five spaces from 736 SF to 1,928 SF are available at \$70/SF. Space A is in the corner, with 2,702 SF at \$75/SF NNN. Four spaces can be combined for approx. 6,000 SF. Ideal for fast casual reaturant, bistro, salon. It's located across the street from Five Guys Burger and Fries. Two blocks from Lincoln Rd, and just a few steps from Espanola Way.
5	1203 Washington Ave. Miami Beach FL 33139	8,500		\$50	NNN		This retail is adjacent to Starbucks, across the street from Municipal building and the Miami Beach police station. It has very good visibility from high pedestrian traffic corner intersection on Washington Avenue and 12th Street. Frontage on Washington Avenue. It has high ceilings, approximately 20'. There is a private operational office on the ground floor and an additional mezanine level. Existing bar in place as space was previously operated as nightclub.
SUBJECT:							
	Anchor Shops 1555 Washington Ave - Suite 1-3 Miami Beach	6,217	1998		NNN		This restaurant space is vacant at present. It has average quality contruction finishing and is in average condition.

Operating Expenses

The annual operating expenses of the subject property were projected in this analysis based on similar properties.

RETAIL OPERATING EXPENSES STATEMENT March 2015		
<u>EXPENSES:</u>		<u>Per SF</u>
FIXED EXPENSES		
Property Taxes	\$2,900	\$4.02
<u>Insurance</u>	<u>\$830</u>	<u>\$1.15</u>
TOTAL FIXED EXPENSES:	\$3,730	\$5.17
VARIABLE EXPENSES		
Administrative & General	\$1,100	\$1.53
Repairs/Maintenance	\$570	\$0.79
Utilities	\$1,200	\$1.66
Cleaning	\$227	\$0.31
Others	\$4,300	\$5.96
<u>Reserves</u>	<u>\$108</u>	<u>\$0.15</u>
	\$7,505	\$10.41
<u>TOTAL EXPENSES</u>	<u>\$11,235</u>	<u>\$15.58</u>

Our estimated total stabilized Operating Expenses for the stabilized year is \$15.58 per square foot of rentable area.

CONCLUSION

Market Retail Rent is based on a triple net lease basis, where the tenant pays all expenses, including utilities, water, electricity, common areas, cleaning, taxes, and insurance.

The market rent for the subject located at 1555 Washington Avenue in Miami Beach as of March 27, 2015 is \$59 per square foot of rentable area net. Operating expenses are \$15.58/ per square foot of rentable area.

ADDENDA

Exhibit A

Subject Photographs







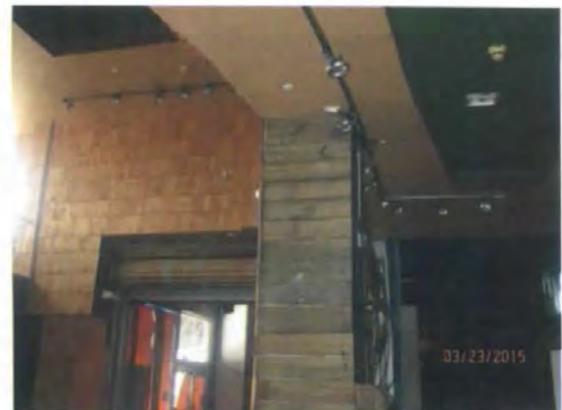




Exhibit B
Comparable Rent Photographs



Restaurant 1

1787 Purdy Ave.



Restaurant 1

1787 Purdy Ave.



Restaurant 2

445 Española Way



Restaurant 3

1542 Washington Ave



Retail 4

1234 Washington Ave.



Retail 4

1234 Washington Ave.



Retail 4

1234 Washington Ave.

Exhibit C
Engagement Letter

BLAZEJACK & COMPANY
REAL ESTATE COUNSELORS

Mark
March 19, 2015

Mark Milisits
Asset Manager
Tourism, Culture and Economic Development Department
Office of Real Estate
City of Miami Beach
1755 Meridian Ave – Suite 300
Miami Beach, FL 33139
Office: 305-673-7193
Email: markmilisits@miamibeachfl.gov

REF: Market Rent for retail property located at
1555 Washington Ave., Suite 1-3, Miami Beach, FL 33139

Dear Mr. Milisits;

This letter will serve to confirm our proposal for a Market Rent analysis in the above referenced real property. We will prepare a PDF copy of a market rent in a complete summary format setting forth our findings and conclusions.

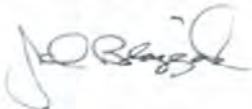
The purpose of the report is for management decision in the negotiation of a new lease. Our analysis will consider the physical aspects of the property and assess its competitive position in the market. We will employ the traditional valuation techniques considered appropriate to this valuation problem. Our analyses and report will conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Supplemental Standards issued by the Appraisal Institute. We request that the following items (more may be required later) be made available for our review:

1. Copy of any existing lease;
2. The name and phone number of the contact for inspection.

We anticipate completion of the assignment within 5 business days assuming prompt receipt of the requested materials. The total fee will be \$2,500 upon delivery of the report. Our fee for court testimony is based on \$250 per hour. This proposal is submitted based on our current schedule of commitments. It may be necessary to alter the completion date unless the assignment is authorized in the near future. You may authorize this assignment by signing and returning a copy of this letter. We thank you for calling on us and we look forward to working with you.

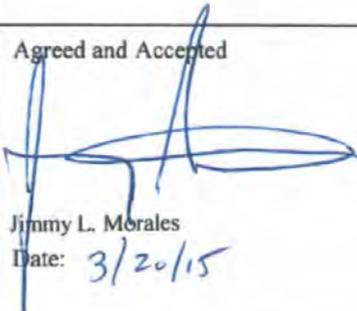
Sincerely,

BLAZEJACK & COMPANY



John A. Blazejack, MAI, CRE
Partner
State Certified Gen. R.E. Appraiser No. RZ 093

Agreed and Accepted



Jimmy L. Morales
Date: 3/20/15

BLAZEJACK & COMPANY

REAL ESTATE COUNSELORS

LOCATION:

172 W. Flagler Street, suite 340
Miami, Florida 33130
Email: john@blazejack.com

Tel. (305) 372-0211
Fax: (305) 374-1948

TECHNICAL STAFF:

John A. Blazejack, MAI, CRE
Thomas J. Blazejack, MAI, CCIM
Jay Mliner, MAI

Jose Wong, Consultant
Joseph G. Blazejack, Consultant
Elizabeth Padalino, Consultant

REAL ESTATE VALUATION AND CONSULTING SERVICES:

Blazejack & Company has been involved in the valuation of income producing properties since 1987. The staff has extensive experience in the valuation of multi-tenant office buildings, apartment and industrial complexes, community and regional shopping centers, and hotels. Services provided include real estate valuation for mortgages and investments, real estate counseling, litigation advisory services, market, feasibility, and highest and best use studies, and property tax appeals.

TERRITORY:

The primary area is South Florida and the Caribbean; however, consulting and valuation have been performed in other parts of the U.S.

CLIENTS HAVE INCLUDED:

Bank of America
Barnett Bank
Chase Real Estate Finance Group
Citicorp Real Estate
ERE Yarmouth (Equitable)
First National Bank of Chicago

First Union
J.P. Morgan
Principal Financial Group
Prudential Insurance
Teachers Insurance & Annuity
The Balcor Company

PROFESSIONAL MEMBERSHIPS:

Appraisal Institute
American Society of Real Estate Counselors (CRE)
Member of The Miami Board of Realtors
The CCIM Institute (CCIM)

OBJECTIVE:

Our goal is to serve our clients by providing an analysis of the commercial real estate market, not only with current data, but also through experience and judgment to draw meaningful conclusions from the data.

BLAZEJACK & COMPANY
REAL ESTATE COUNSELORS

QUALIFICATIONS

JOHN A. BLAZEJACK, MAI, CRE, FRICS

Partner

Blazejack & Company

Academic

Florida State University, B.A.

Florida International University - M.S.M. Real Estate

Most Recent Courses

1992 - Level II Course 520 - Highest and Best Use and Market Analysis

2000 - Level II Course 530 - Advanced Sales Comparison and Cost Approaches

2008 - Member of review team for revised course on Market Analysis & Highest & Best Use

2008 - Member of the review team for new course on Advanced Market Analysis & HBU

2010 - Valuation for Financial Reporting

2012 - Member of review team for Marketability Studies and Advanced Marketability Studies seminars

Experience

Mr. Blazejack, President of Blazejack & Company, has been active as a real estate counselor since 1970. His experience includes residential and income property appraisals, market and feasibility studies, and acquisition and disposition reports. The work has been for a wide range of property types including office, industrial, commercial and special use properties, hotels and recreational facilities. These assignments have been conducted in over twenty states and extensively throughout Florida.

Mr. Blazejack is a qualified expert witness who has testified in Federal district and lower courts. He is an approved instructor of both the Appraisal Institute (AI) and the American Bankers Association.

Mr. Blazejack is a past president of the Greater Miami Chapter of the Society of Real Estate Appraisers and was the 1992 President of the South Florida Chapter of the AI.

Designations and Licenses

MAI Member, Appraisal Institute, Certificate Number 6089, currently certified.

CRE Member, American Society of Real Estate Counselors, Certificate Number 1131.

FRICS Fellow of the Royal Institute of Chartered Surveyors Number 1250175

Registered Florida Real Estate Broker

State-Certified General Real Estate Appraiser, License Number RZ93.

Affiliations

Mr. Blazejack is the past President of the Real Estate Counseling Group of America (RECGA).

Published Articles

The Appraisal Journal, Spring, 2011

Price versus Fundamentals - From Bubbles to distressed Markets

By Stephen F. Fanning, MAI John A. Blazejack, MAI and George R. Mann, MAI

Real Estate Issues, Volume 34, Number 1, 2009

When Will the Miami Condominium Market Recover?

By Richard Langhorne, CRE, FRICS and John A. Blazejack, MAI, CRE, FRICS

BLAZEJACK & COMPANY
REAL ESTATE COUNSELORS

Exhibit D

Qualifications of the Appraiser

QUALIFICATIONS

JOHN A. BLAZEJACK, MAI, CRE, FRICS

Partner

Blazejack & Company

Academic

Florida State University, B.A.

Florida International University - M.S.M. Real Estate

Most Recent Courses

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Real Estate Issues, Volume 34, Number 1, 2009

When Will the Miami Condominium Market Recover?

By Richard Langhorne, CRE, FRICS and John A. Blazejack, MAI, CRE, FRICS

QUALIFICATIONS

JOSE WONG

Blazejack & Co.

e-mail: jose@blazejack.com

Academic

- Appraisal Institute
 - Course 110: Appraisal Principles
 - Course 120: Appraisal Procedures
 - Course ACE 2150: Attacking and Defending an Appraisal.
 - Course 310: Basic Income Capitalization
 - Course 320: General Applications.
 - Course 410: Standards of Professional Practice. Part A (USPAP)
 - Course 420: Business Practice and Ethics.
 - Course 510: Advance Income Capitalization
 - Course 520: Highest & Best Use
 - Course 530: Advance Sales Comparison & Cost Approaches.
 - Course 540: Report Writing.
 - Course 550: Advanced Applications.
 - Course 610: Alternative Uses & Cost Valuation of Small Mixed-Use Properties.
 - Course 620: Sales Comparison Valuation of Small Mixed-Use Properties.
 - Seminar: Argus Training.
 - Seminar: Effective Appraisal Writing.
 - Seminar: A Comprehensive Guide to Valuing Improved Subdivisions.
 - Seminar: DEMO General Demonstration Appraisal Report Writing
- Various appraisal seminars.
- He's pursuing the Appraisal Institute MAI designation. He's taken all the courses required for the MAI designation.
- Ricardo Palma University (Lima, Peru). Bachelor of Science in Civil Engineering.

Experience as Appraiser

Commercial Appraiser at Blazejack & Co. September 2007 – present. He's worked 12 years in this company. Commercial appraisals on many property types in Florida and USA. His professional experience includes Highest and best use analysis, commercial appraisals on numerous property types such as warehouses, apartment complexes, condominium buildings, office buildings, shopping centers, retail, special purpose properties, and vacant lands.

Commercial Review Appraiser at Bayview Lending Group LLC, May 2007 – August 2007. Review Appraisals on different property types in Florida.

He worked as head of the Commercial Appraisal Review Department at Greenpoint Mortgage. He covered the South West, Central and Northeast area of Florida. April 2006 – February 2007.

His professional experience in the state of Florida and the Caribbean include highest and best use analysis, commercial appraisals on numerous property types such as warehouses, apartment complexes, condominium buildings, office buildings, shopping centers, retail, restaurants, special purpose properties, and vacant lands. He worked as a commercial appraiser at Blazejack & Company March 1999-Apr. 2006.

Between 1987 and 1998 (11 years), prior to conducting work in Florida, he conducted commercial and residential appraisals on houses, retail outlets, hotels, apartments, condominiums, offices, warehouses, factories, and hospital in Peru.

Mr. Wong has experience using a variety of software programs like Microsoft Word, Excel, database IRIS, Data Comp 3.5, Street Atlas USA 6.0 (mapping), Marshall & Swift (Cost program), Argus (Cash Flow Analysis), Co Star, and MLS.

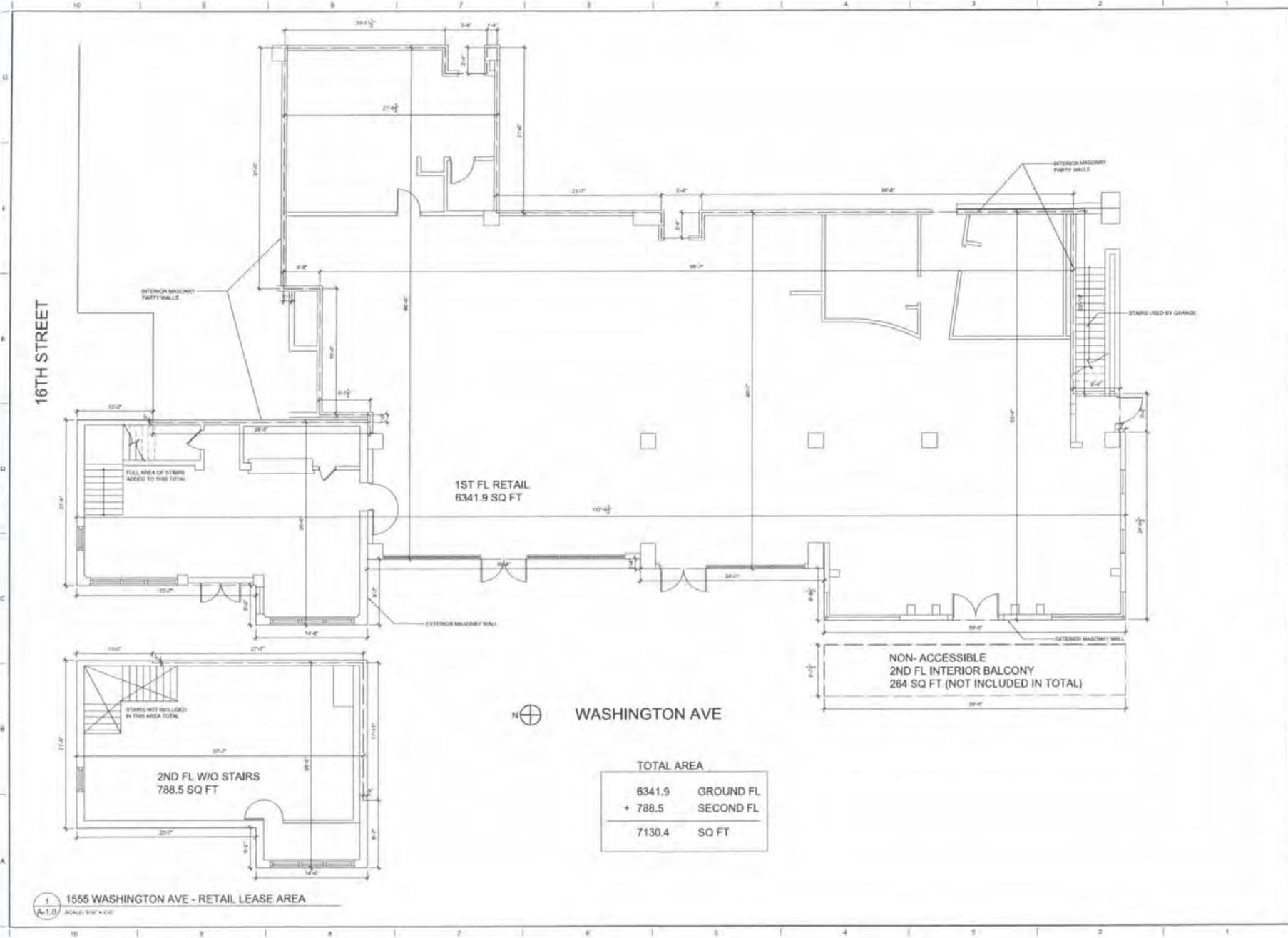
Experience as Civil Engineer

He has worked both in the private and public sector as a Civil Engineer for approximately 14 years. He worked as Supervisor Engineer and Superintendent Engineer in different civil engineering jobs in Peru. Responsibilities included subdivisions, installation of water, sewer, lighting, roads, and massive construction of houses, apartment buildings, condominium buildings, retails, warehouses, and factories. He constructed and managed the financial arrangements for the construction of condominium buildings in Peru. He made studies of costs and budgeting for the construction of these jobs.

Designations and Licenses

Real State Certified General Appraiser, License Number RZ2797
General Associate Member, Appraisal Institute
Member, Engineer Association of Peru.

Exhibit B



16TH STREET

INTERIOR MASONRY PARTY WALLS

FULL AREA OF STAIRS ACCESSED TO THIS TOTAL

1ST FL RETAIL
6341.9 SQ FT

EXTERIOR MASONRY WALL

INTERIOR MASONRY PARTY WALLS

STAIRS USED BY GARAGE

EXTERIOR MASONRY WALL

NON-ACCESSIBLE
2ND FL INTERIOR BALCONY
264 SQ FT (NOT INCLUDED IN TOTAL)

2ND FL W/O STAIRS
788.5 SQ FT

WASHINGTON AVE

TOTAL AREA

6341.9	GROUND FL
+ 788.5	SECOND FL
7130.4	SQ FT

1 1555 WASHINGTON AVE - RETAIL LEASE AREA
SCALE: 1/8" = 1'-0"

WILLIAM LANE ARCHITECT, INC.
260 LINCOLN ROAD, SUITE 301
MIAMI BEACH, FLORIDA 33139
L.C. # 14000386
P: 305 665 7332

CITY OF MIAMI BEACH
RETAIL SPACE - AREA TOTALS
1555 Washington Ave
Miami Beach, FL 33139

REVISIONS

DATE: APRIL 21, 2015
PHASE:
SHEET DESCRIPTION: RETAIL LEASE AREA
SCALE:
DRAWN BY: AJ
SHEET NUMBER:

A-1.0

Exhibit C

CONFIDENTIALITY STATEMENT AND UNDERSTANDING

All financial and other information ("Information") that currently is, and will be subsequently submitted as requested, is confidential and presented to the Miami Beach Tourism, Culture, & Economic Development Department and will not be disclosed to any other individual or entity without our prior written consent.

Business Plan

Summary

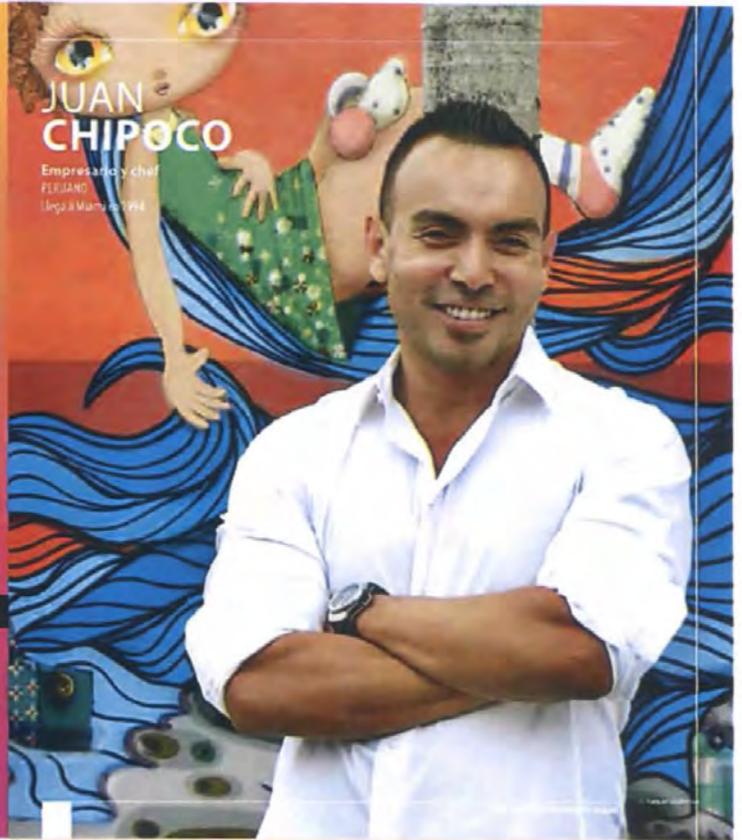
CVI.CHE 105 / YUCA FUSION will be an exciting, iconic, and upscale offering in South Beach presented by some of today's South Florida's most innovative young and successful restaurant entrepreneurs; Juan Chipoco, Luis Hoyos, and Janet Suarez, creators and owners of CVI.CHE 105, Pollos y Jarras, and YUCA. The CVI.CHE 105 / YUCA FUSION will be owned by a Florida Limited Liability Company.

Juan Chipoco & Luis Hoyos started the concept of CVI.CHE 105, a Peruvian restaurant, opening on September of 2008. CVI.CHE 105 has become one of the best Peruvian restaurants of South Florida.

YUCA, an acronym for Young Urban Cuban-Americans, is widely known as being South Florida's original upscale Cuban restaurant featuring Innovative Nuevo Latino Cuisine or as the locals call it "Nuevo Latino." This style of cooking includes traditional Latin ingredients such as a plethora of textures, colors, and flavors that when combined creates a cuisine that is unique to anything offered outside of the Caribbean and Latin America.

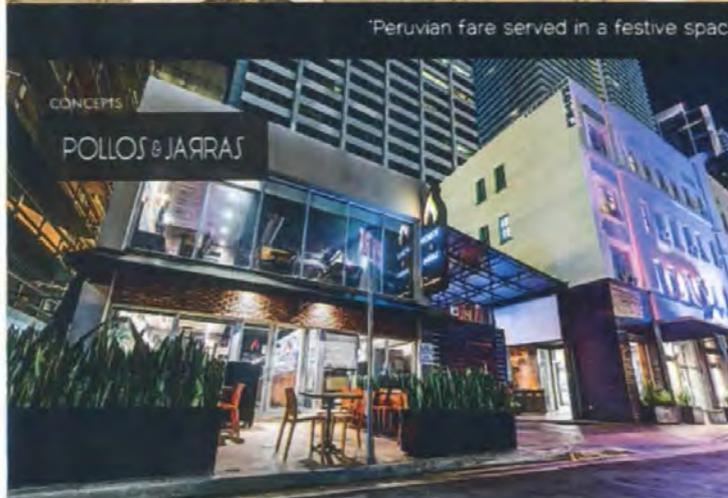
Objectives

Best of friends, some of the best innovative young South Florida restaurant entrepreneurs want to come together and offer a unique iconic dining experience.



ARMAP

Asociación de Restauradores
Marinos y Afines del Perú



CONCEPTS
CV.CHE 105
DOWNTOWN

BEST PERUVIAN RESTAURANT MIAH 2017 2018

BEST CEVICHE MIAH WINTER 2017

BEST RESTAURANT DOWNTOWN MIAH WINTER 2017

TRAVELER'S CHOICE PARKVIEW 11-12-13

TOP 5 BEST RESTAURANTS MIAH ZAGAT SURVEY

'Peruvian eatery with a hip, boisterous crowd, cocktails & ceviche & sleek space with eclectic art.'

ZAGAT RATED

'Peruvian fare served in a festive space decorated with Incan ropes, a pisco bar & a vertical garden.'

ZAGAT RATED

CONCEPTS
POLLOS & JARRAS

This modern Peruvian restaurant, situated Downtown, serves its guests top-notch organic white meat rotisserie paired with fries and salad, but we say for the ultimate indulgence, opt for a side of habit-forming golden fried potatoes.'

ZAGAT RATED



“
 Cuando llegué a Miami en 1997, buscaba trabajo en los clasificados de DIARIO LAS AMÉRICAS
 ”



Juan Chipoco
 Chef y propietario de CVL CHE

Hay es propietario del restaurante CVL CHE 105 y reconoce que el desarrollo de Miami ha sido masivo, muy intenso. “No sólo en la construcción, sino, también, en la cultura. Es una ciudad muy abierta, dispuesta a recibir todo lo que la enriquezca y la haga más grande. Hay cocina popular de muchísimos países, desde cubana y española hasta griega”, entre las que se destaca la gastronomía peruana que representa. “El ceviche es el plato bandera, pero también hay otros como arroces, pastas y carnes, influenciados por los chinos, italianos y franceses”, resalta.



LAS 61 PERSONALIDADES MÁS INFLUYENTES

BY
Diario Las Américas

CHASING THE SUN
 BY
where
 MAGAZINE

South Florida
where
 Find the best of the city
 ALICE BARRON'S PICKS FOR HOT GLASSER EVENTS
 FAMILY FUN AT ZOO Miami
CHASING THE SUN
 The best summits to sport, plus cocktails and bites to enjoy poolside or at the beach this summer



COOKING WITH A CELEBRITY
BY
VENUE
magazine



Pamela Silva Conde
EN CUCHICHE 105

Nuestro invitado de hoy es Pamela Silva Conde, una de las más reconocidas chefs peruanas. En esta ocasión, nos enseñó a preparar un delicioso ceviche de camarón, un plato que ha ganado mucha popularidad en los últimos años. Pamela nos compartió sus secretos para lograr el perfecto equilibrio de sabores y texturas en este plato. Desde la elección de los ingredientes hasta el tiempo de marinado, cada detalle cuenta para lograr un resultado excepcional. Además, nos mostró cómo decorar el plato con elegancia, un toque que hace la diferencia entre un plato común y uno especial. Este ceviche de camarón es perfecto para cualquier ocasión, ya sea una cena romántica o una reunión familiar. ¡No te pierdas esta receta y otros secretos de la cocina peruana en el próximo número de VENEUE!



Este plato es perfecto para cualquier ocasión, ya sea una cena romántica o una reunión familiar. ¡No te pierdas esta receta y otros secretos de la cocina peruana en el próximo número de VENEUE!



Este artículo presenta una entrevista con un chef reconocido, donde se exploran sus experiencias en la industria gastronómica y sus visiones sobre el futuro de la cocina peruana. El chef comparte detalles sobre su formación, los desafíos que enfrenta en su profesión y cómo ha logrado mantenerse relevante en un mercado tan competitivo. Además, ofrece consejos valiosos para quienes aspiran a seguir una carrera en gastronomía, desde la importancia de la creatividad hasta el compromiso con la calidad y la sostenibilidad. Este contenido es esencial para cualquier profesional o aficionado que quiera profundizar en el mundo de la cocina.



GASTRONOMIA
EXCELENCIA Y
PERUANIDAD
BY



WE'VE FOUND
THE CEVICHE
OF YOUR
DREAMS
BY
OCEAN DRIVE
MAGAZINE



OCEAN DRIVE

The Champion

Este artículo celebra al ganador de un prestigioso concurso gastronómico, destacando su talento y dedicación. Se describe el proceso de creación de su plato ganador, un ceviche innovador que combina técnicas tradicionales con ingredientes de alta calidad. El artículo también incluye una entrevista con el chef, donde él comparte sus inspiraciones y consejos para otros chefs que aspiren a alcanzar el éxito en su profesión. Este contenido es una fuente de inspiración para todos los amantes de la cocina peruana.

APPETIZERS

- **PAPAS A LA HUANCADINA** 6.95
A toast to the senses. Potatoes covered with Andean cream, milk, cheese, Peruvian yellow peppers and the secrets of Huancayo. *Papas a la Huancadina - Market Price
- **CAUSA CON RELLENO DE POLLO** 7.95
Yellow potato cake inspired by the Incas, with Peruvian yellow pepper and magical lime, stuffed with chicken salad and vegetables, seasoned with a crucial touch of toasted your heart.
- **CAUSA DE LANGOSTINOS CON PALTA** 10.95
Our famous potato dish combines tasty shrimp, Peruvian onion and red peppers... a unique and magical flavor!
- **CAUSA MONTADA CON PULPEJO AL OLIVO** 11.95
Generous portion of causa served with bits of boiled octopus, bathed in a salt cream made of black Botija olives from southern Peru.
- **CAUSA DE CANGREJO CON PALTA** 13.95
Our favorite potato dish stuffed with delicious cremona and punta avocado, bathed in a succulent Peruvian yellow pepper sauce.
- **ANTICUCHOS "ESTADIO NACIONAL"*** 9.95
Pieces of veal heart marinated in beer, laying in a secret marinade mix from our wise chef, stewed in wild sugar cane and brought to a smoldering fire.
- **CHORITOS A LA CHALACA "UN CLÁSICO"*** 12.95
Spiced mussels with a wonderful truffle salad from the port of Callao, with Argentinean onions, tomatoes, peppers, onion and Juan's special touch. Unbearable!
- **TAMALES DE POLLO Ó CERDO** 7.95
Maskee (Mole) corn wrapped in banana leaves, stuffed with rice and Botija olives. Served with salsa criolla - onion, pepper and lemon. A delight!
- **CONCHITAS A LA PARMESANA** 15.95
Seafood covered with our sensational white sauce and parmesan gratinée.
- **ENTRADA COMBINADA*** 19.95
The perfect trio! Anticuchos, Huancadina potatoes and fresh ceviche for a whole new experience!

CEVICHE | TIRADITOS | CARPACCIOS

- **CEVICHE PUCUSANA 105 "NUESTRO PLATO NACIONAL"*** 11.95
Marinated fish in fresh Chulucanas lime juice, mixed with Argentinean onions, cilantro and a touch of Pisco 105. Like a kiss your mouth, blending perfectly with sweet potatoes in honey. *Ceviche Mito La Granja De Pisco 105 - Market Price
- **CEVICHE ANCONERO*** 13.95
Marinated fish in fresh Chulucanas lime juice, mixed with Argentinean onions, cilantro and sprinkled with northern ají limo. *Ceviche Anconero Mito - Market Price
- **CEVICHE ROJIBLANCO*** 13.95
Traditional fish ceviche wrapped in a virgin and mocho cream. A tribute to my country, a rum and flag of my Peru. *Ceviche Rojiblanco Mito - Market Price
- **CEVICHE EN CREMA DE PISCO 105*** 13.95
Marinated fish in fresh Chulucanas lime juice mixed with Argentinean onions, cilantro and a touch of Pisco 105. Like a kiss your mouth, blending perfectly with sweet potatoes in honey. *Ceviche Mito La Granja De Pisco 105 - Market Price
- **CEVICHE OROJA DE MARISCOS*** 14.95
Mixed and marinated raw seafood swimming in "Luzhe de Tigre". Plenty of texture and flavor to ensure sensations we should not even feel. *Yellow pepper sauce or mild reduction - Market Price
- **CEVICHE DE PULPO** 19.95
Marinated octopus in fresh Chulucanas lime juice, mixed with Argentinean onions, cilantro and a touch of rocoto pepper.
- **TRILOGÍA DE CECIVICHES "PARA COMPARTIR"*** 29.95
A platter of our three most popular ceviches: virgin cream, yellow pepper cream and mocho cream. *Trilogía de Ceviches Mito - 35.95
- **TETRA DE CECIVICHES "PARA COMPARTIR"*** 42.95
A platter of our four most popular ceviches, progressively from non-spicy to spiciest: virgin cream, yellow pepper cream, a mocho cream and our rocoto cream. *Tetra de Ceviches Mito - 49.95
- **TIRADITO TRADICIONAL*** 11.95
Thinly cut fresh fish slices bathed in our Chulucanas lime juice and northern ají limo.
- **TIRADITO A LA CREMA DE ROCOTO*** 11.95
Our extravaganza! Used to be marinated in a delicious rocoto cream to give happiness.
- **TIRADITO INTI RAYMI*** 12.95
Delicious tiradito slices marinated with the best Chulucanas lime and bathed in our Peruvian yellow pepper cream. It will make you feel like a real son of Peru!
- **TRILOGÍA DE TIRADITOS*** 19.95
You might never be able to match our creation. Our tiraditos are wrapped in a fresh Peruvian yellow pepper sauce, rocoto sauce cream and our secret virgin cream.
- **TIRADITO DE PULPO AL OLIVO** 14.95
Shaved tender pieces of baby octopus bathed in a Peruvian Botija olive sauce.

THE MOST TRADITIONAL

- **AJÍ DE GALLINA**** 8.95
Tenderless pieces of shredded chicken breast covered in Peruvian yellow pepper cream, milk, Piza bread and topped with parmesan cheese. Color, texture and flavor in full harmony.
- **ARROZ CON POLLO**** 8.95
A Peruvian icon - rice with chicken fragrant, with touches of fresh coriander, made to be desired by everyone.
- **FRIJOLES CON SECO**** 12.95
Tender pieces of meat, cooked in a variety of Peruvian peppers, onions and secret ingredients, inviting you in a whole new experience. The delicious beans will leave you speechless!
- **LOMO SALTADO*** 13.95
Soft pieces of steak, bright tomatoes, Peruvian yellow peppers and onions sautéed in a fiery wok. Served with crunchy French fries and delicious white rice.
*Available with Chicken, Seafood, Shrimp, Mixed, Veggie - Market Price

- **TACU LOMO*** 15.95
Delicious crispy puree based on canary beans, rice and Peruvian peppers. Served with pieces of sautéed loin with onions, tomatoes and Peruvian yellow pepper, then put on the fire with our very Peruvian Pisco 105 and covered in our oriental sauce.
*Available with Chicken, Seafood, Shrimp, Mixed, Veggie - Market Price
- **LOMO AL FERROCARRIL*** 19.95
Soft pieces of steak, bright tomatoes, Peruvian yellow peppers and onions sautéed in a fiery wok, mounted with 2 fried eggs and delicious sweet plantains.
- **MI FAVORITO, ¡Y LO DICE JUAN!*** 21.95
Tiramisu with a twist: spinach and fresh Peruvian Paria cheese cream sauce, in company with a juicy gringo chorizo steak. *Cerveza a la plancha - Market Price
- **RAVIOLES ANDINOS*** 22.95
Italian ravioli made Peruvian ravioli's stuffed with Ají de Gallina, Seseo de Pasa and Lomo Saltado.
- **RISOTTO FILLET*** 32.95
Huancadina reduction, Peruvian yellow pepper and fresh Peruvian Paria cheese accompanied by juicy pieces of fillet mignon in a tomato sauce reduction topped with Argentinean onion and tomatoes.
- **JUAN CHIPPOO "IRON MAN"*** 36.95
Tender pieces of filet mignon, jumbo shrimp andumbo scallop cooked in a fiery wok, combined with mushrooms, onions, tomatoes and cilantro in soy sauce, wine and Pisco 105. Accompanied by Andean potatoes, steamed corn and Peruvian Paria cheese. Served with Peruvian yellow pepper chichirami.

FROM THE PERUVIAN SEA

- **JALEA REAL** 16.95
Crab pieces of fish and finely selected mixed seafood, with an unmatched taste, accompanied by golden avocado, tartar sauce and topped with sea trout, onion, pepper, lemon and tomato. *Fish Jalea, Caviar Jalea, Shrimp Jalea - Market Price
- **SOPA PARDUELA "LA LEVANTA MUERTOS"** 16.95
A restoring and aphrodisiac soup from the sea that will win you with its mild onion flavor and the essence of sturdy cream and mixed seafood intertwined with Pisco 105.
- **SUDADO DE PESOADO** 13.95
Succulent fillet of fresh fish cooked slowly in a secret sauce and broth with flavorful tomatoes and tender Argentinean onions. *Sudado Mito - Market Price
- **PESCADO A LO MACHO** 16.95
Golden piece of fish and fiery Pisco 105 wrapped in a secret seafood cream sauce that only our chef knows how to prepare. *Fuego Intero a lo Macho - Market Price
- **ARROZ CON MARISCOS** 13.95
Seared gyoza dancing in a hot pan along with fresh fruits of the sea and a secret sauce with rice, parmesan, cream and a touch of parmesan cheese.
- **ARROZ ESPECIAL CON MARISCOS** 15.95
Seared grains and mixed seafood flambeé in our secret 105 sauce based in a cream cream and a seafood reduction, chicha de jora, dark beer, vegetables and a touch of salsa criolla.
- **ARROZ CHALIFA DE MARISCOS** 13.95
Crisp rice and seafood cooked in a wok and sautéed with a brown reduction of soy, sesame oil and oyster sauce. *Available with Chicken, Sea, Shrimp, Mixed, Veggie, Italian - Market Price
- **CHINO SANDO*** 26.95
New Andean recipe. Peruvian quinoa's oriental reduction with a variety of vegetables, sea seaweed with citrus oranges, pass on fruit and Peruvian yellow pepper. *Available with Shrimp - Market Price
- **CORVINA "MAMÁ ELE"** 20.95
Pan roasted fresh corvina with crabmeat, smothered in smoky red rocoto and red pepper sauce, accompanied with potato cake a gratin.
- **CORVINA EN SALSA MIRAFLORES** 20.95
Freshly steamed corvina served with fine shrimp, spinach, mushrooms, white cream and Miraflores sauce and steamed veggies.
- **CORVINA SUDADA AL ESTILO JUAN** 22.95
Patched corvina, ginger, tomatoes, Argentinean onion in a seafood mocha sauce and Chileano fish broth. *Corvina Mito a estilo Juan - Market Price
- **CORVINA A LA CHORRILLANA "DE CHORRILLOS PARA EL MUNDO"** 22.95
Grilled corvina fillet in a reduction based on our delicious ají panca, vinegar, Pisco 105, potato, steamed potato and white rice. *Corvina a la Chorrillana Mito - Market Price
- **TACU TACU EN SALSA DE MARISCOS** 15.95
Delicious crispy puree based on canary beans, rice and Peruvian peppers, bathed in a wonderful creamy milk and sauce in which seafood and celebrate our Peruvian culture.
- **TACU CORVINA EN SALSA LAMBAYECANA** 20.95
Crisp puree based on canary beans, rice and Peruvian peppers. Served with golden fish, bathed in a succulent, citrus-based sauce, chicha de jora and selected shellfish flambeé with Pisco 105.
- **TACU SALMÓN EN SALSA HUANCAMAR*** 21.95
Crisp puree based on canary beans, rice and Peruvian peppers. Served with fresh grilled salmon, coated with Peruvian Huancadina sauce and Peruvian Paria cheese and filled with selected mixed seafood flambeé with Pisco 105. *Cariño Huancamar - Market Price
- **TACU PALLARES AL ESTILO NORTEÑO*** 32.95
Delicious crispy puree based on lima beans, sweet potatoes, rice and Peruvian peppers prepared with our house seasoning, topped with a delicious piece of seabass and lobster tail, covered with a gentle reduction of cilantro, chicha de jora and Peruvian dark beer. Pure northern flavor! *Tacu Pallares al estilo Norteño - Market Price
- **TACU LORO ESCOBEHADO*** 36.95
This time our hero is the protagonist in a tacu tacu version topped with a delicious piece of seabass, lobster tail and jumbo shrimp over a succulent escabeche.
- **LINGUINI 105*** 23.95
Tender pieces of grilled druzasco steak and jumbo shrimp put to the fire with Pisco 105 and served over linguini in a traditional Huancadina cream sauce based on Peruvian peppers and fresh Peruvian Paria cheese.
- **TRIDITO DE MARISCOS** 26.95
Peruvian wheat, a Huancadina sauce reduction and Peruvian Paria cheese, topped with Pisco 105 flambeé scallops and jumbo shrimp. *Ingeto Mito Tierra - Market Price

* CANTINA LIMA | 1100 BROADWAY | 10004 | NY, NY | 212 254 1100 | WWW.CANTINALIMA.COM

** FRIJOLES CON SECO Y LOMO SALTADO NOT AVAILABLE AT ALL TIMES DUE TO HIGH DEMAND.



YUCA

Best Cuban Food in Miami

Posted by: : **Issey Swann** Posted on: January 26, 2015



YUCA Best Cuban Food in Miami

YUCA, an acronym for Young Urban Cuban-Americans, is widely known as being South Florida's original upscale Cuban restaurant featuring Innovative Nuevo Latino Cuisine or as the locals call it "Nuevo Latino."

YUCA has become one of my favorite late spots on Lincoln Rd, great service and great location make YUCA stand out, and the food is incredible, during my last visit I tried the Salmon Mango for the 1st time a spectacular combination of Ocean fresh Salmon and tropical Passion fruit and Mango, the touch of Caviar lifted the whole dish to a new level. Sweet, salty, sumptuous!



The Guacamole - 100% best Guacamole ever

Frita Sliders - Quality Beef and a good inclusion in your order, YUCA is light and fresh so the sliders helped satisfy the hunger.

The Mojito - A little different with a new twist on the Mint, this is Miami's must have Mojito.

This style of cooking includes traditional Latin ingredients such as a plethora of textures, colors, and flavors that when combined creates a cuisine that is unique to anything offered outside of the Caribbean and Latin America.

Yuca opened for business in 1989 and is now located on Lincoln Road in the heart of South [Beach](#). We attract a wide variety of diners, including many Europeans and other visitors to South [Beach](#) along with residents looking for a gastronomic adventure.

Yuca's continuous efforts had grown throughout the years, which is reflected not only in our popularity and great reputation but also in our future plans to expand our culinary delights within the U.S. and abroad.

YUCA

YOUNG URBAN CUBAN AMERICAN

TAPAS CALLE OCHO

GOAT CHEESE CROQUETAS

Caramelized onions, guava sauce

EMPANADAS

Crispy empanadas, beef and chicken, jalapeno chimichurri dipping sauce.

BACON WRAPPED DATES

Ground beef, chorizo, manchego cheese, aji amarillo sauce.

CUBAN CALAMARI

Fried calamari, sweet-chili sauce.

GUACAMOLE HABANERO *

Habanero pepper, plantain maripitas, ajilimojili sauce.

PIQUILLOS DE PEPIN

Roasted Spanish piquillo peppers, chorizo, porcini mushrooms, creamy cabrales cheese sauce.

DONA GLORIA'S FRIJOLE NEGROS

Cuban black bean soup, chopped scallions

GAZPACHO ANDALUZ

Chilled tomato and vegetable soup

HUMMUS DOMINO *

hummus dip, cuban style black beans with plantain maripitas & crudites

YUCA GARDEN GREENS

Mixed greens, Caribbean guava vinaigrette, white farmer's cheese, yucca croutons

WATERMELON SALAD

Arugula, watermelon, onion, feta cheese, tomato and passion fruit dressing

8

PLATOS PEQUENOS

CROQUETAS DE LA ABUELA

Serrano, truffle, béchamel

SUGAR CANE SHRIMP

Sugar cane skewered seared shrimp, guava-chili glaze, malanga mash

SALMON MANGO TARTARE *

Salmon, mango, avocado, caviar, passion fruit vinaigrette

GUAVA BURRATA CAPRESE

Bufala burrata, salmorejo sauce, guava

FRIITA SLIDERS

Mini Cuban hamburgers made with angus beef and chorizo, red pepper mayonnaise

WARM GOAT CHEESE SALAD

Grilled goat cheese, baby spinach, sautéed strawberries, pumpkin

TUNA TATAKE *

Sliced seared tuna, fresh mango, avocado, mixed greens and tropical vinaigrette

GRILLED SCALLOPS

Truffle and goat cheese mashed potatoes

HAMACHI TIRADITO

Sliced hamachi with yuzu citronette, sweet peppers, shallots, and jalapeños

12

HABANA PLATES

ENCHILADO DE CAMARONES *

Shrimp, white wine and tomato sauce

YUCA'S CRAB CAKE

Jumbo lump crab, capers, tomatoes, mixed greens salad

CEVICHE PUTERIA *

Fresh grouper, shrimp, calamari, and octopus, in a Tri-citrus marinade served with tostones

OXTAIL FETTUCINI BOLOGNESE

Fettucini, Oxtail Bolognese

YUCA RELLENA

Steamed yucca lightly fried, wild mushroom picadillo

SAQUITOS DE HONGO

Mushroom stuffed "Pasta purses", fresh spinach ricotta sauce, goat cheese

POLLO CRIOLLO

Half chicken, mojo sauce, fufu, buttered Broccolini

PULPO A LA GALLEGA

Saute octopus, galician ajada and potatoes

DELICIAS DE ESPAÑA

Serrano Ham, Manchego Cheese, chorizo, pantomaca

18

NUEVO LATINO

GUAVA BBQ BACK RIBS

Tangy guava bbq sauce, yucca fries.

CUBAN CORVINA

Lightly fried corvina filet, avocado-coconut rice, spicy tomato fondue

PACO'S CUBAN PAELLA

Seafood paella, scallops, shrimps, clams, calamari, chorizo, alioli.

PORK SHANK CRIOLLO

Carne frita style, mojo sauce, arroz congrei, crispy onions.

PLANTAIN COATED MAHI-MAHI

Plantain crusted mahi-mahi, sweet plantain fufu, black olive tartar sauce.

RABO ENCENDIDO

Tender slow braised oxtail, fiery rioja wine sauce, roast garlic-goat cheese malanga mash.

SALMON BALSERITO *

Fresh salmon filet, organic vegetable quinoa, mango and whole grain mustard sauce.

TUNA CHINO-LATINO

Asian marinade, sesame seed crusted, seared rare, snow peas, carrots, green onions, sesame vinaigrette.

ROPA VIEJA ANGUS

Traditional ropa vieja slow braised angus beef, sweet plantain fufu, crispy red onions

24

*Available Gluten-free

TEMPTATIONS

CHILEAN SEA BASS

Fresh fillet pan-seared, lobster cream, lobster mashed potatoes

34

CHURRASCO *

Marinated grill steak, garlic mashed potatoes, pico de gallo, queso chimichurri

49

RIB-EYE STEAK *

garlic-mashed potatoes

26

32

FILET MIGNON *

Grilled certified angus filet mignon, mushroom sauce, lobster mashed potatoes

32

WHOLE SNAPPER

Whole fish snapper YUCA style, coconut rice, mango pico de gallo

48

38

AL LADITO

5

YUCA'S OWN LOBSTER MASH

BLACK BEANS
ROAST GARLIC MASH
FUFU

YUCA FRIES
TOSTONES
MADUROS
WHITE RICE
GARLIC BROCCOLINI
CONGREI RICE

The YUCA kitchen is headed by Executive Chef Francisco Javier Rodriguez who has been with the team since the beginning of 2011. He started his training at Meson Casa Lavardero in Seville, Spain in 1992 and continued his apprenticeship at Casa Modesto in Seville before moving north to Marbella to take over the position of sous chef at renowned Casino Marbella. After two years in Marbella, Francisco decided to cross the Atlantic to South America where he traveled extensively and developed his love for South American and Caribbean cuisine. He later came to North America where he dug his roots in Miami and continued to improve his skills in well known restaurants such as Tapas y Tintos, Suva and Zuma along with positioning himself as Chef de Cuisine at Acuamare. Since joining YUCA a year later, Francisco has set the bar with his passion, creativity and love for Cuban cuisine and continues to bring out amazing dishes that keeps people coming back for more.

Chef Josefa Balbin serves Yuca as our exclusive pastry chef. Chef Josefa has been with Yuca since our inception and is the person most responsible for inventing most of the dishes on our menu. Chef Josefa trained former master chef Douglas Rodriguez, (creator of Nuevo Latino Cuisine) whose cookbook Nuevo Latino owes heavily to Balbin's instruction.

YUCA TO BE NAMED OFFICIAL CUBAN CORNER OF MIAMI BEACH

BY LAINE DOSS TUESDAY, MAY 28, 2013



Yuca: The Official Cuban corner of Miami Beach.

Yuca via Facebook

Yuca, one of the longest-running Lincoln Road restaurants, has seen a lot of changes to the pedestrian mall that it calls home.

The restaurant, an acronym for "Young Urban Cuban American" opened in 1989 in Coral Gables, where a young chef named Douglas Rodriguez earned two Beard nominations, before moving to Miami Beach in 1995.

The restaurant also serves as hangout for many Latin music stars who try out new material at the upstairs lounge and club, most famously Albita Rodriguez. Still one of the most stylish restaurants on Lincoln Road, Yuca continues to attract crowds, and is a magnet for politicians, celebrities, and locals who want to power-dine on nuevo Latino cuisine.

To celebrate the restaurant, the City of Miami Beach is designating Yuca as the "Official Cuban Corner of Miami Beach" on Friday, May 31.

To celebrate the restaurant, the City of Miami Beach is designating Yuca as the "Official Cuban Corner of Miami Beach" on Friday, May 31.

Starting at 7:30 p.m., the public is invited to celebrate with free mojitos and appetizers. The restaurant will also host free Salsa classes, courtesy of Salsa Fever. In addition, several celebrities are expected to attend (although only Willy Chirino's name has been released).

At around 10:30 p.m., Miami Beach Commissioner and Vice Mayor Michael Gongorra will present a Proclamation to Yuca, officially declaring it Miami Beach's "Cuban Corner". Willy Chirino will also receive the Key to the City.

NOVIEMBRE 6, 2014

Yuca: una esquina latina en Lincoln Road

Dos décadas y media de prestigiosa trayectoria respaldan el presente de este emblemático restaurant-club ubicado en una de las más famosas calles de Miami Beach, Lincoln Road.



Cuando el grupo Palo! suena, Melanie Thomas y Vincent se dejan llevar por el ritmo. ALEX MATEO DE ACOSTA Especial/el Nuevo Herald

Eliana Silva

Especial/el Nuevo Herald

Dos décadas y media de prestigiosa trayectoria respaldan el presente de este emblemático restaurant-club ubicado en una de las más famosas calles de Miami Beach, Lincoln Road.

Yuca ya es sinónimo de salsa. Todos los viernes a las 8.30 p.m. comienza con clases de este ritmo, seguidas de una fiesta con compás de bachata y variados bailes latinos.

El restaurante cuenta con dos salones amplios y elegantes decorados con detalles de aire cubano y otros del viejo continente. En la parte superior, tiene un escenario donde los músicos pueden proyectar su arte haciendo uso de la tarima diseñada para que de cualquier mesa se pueda ver el *show*. Allí mismo, los sábados el grupo Palo!, nominado en la categoría de Mejor álbum de música tropical para los Latin Grammys 2014, expone su funk afro cubano, que consigue que cualquiera se pare de la silla.

El salón tiene capacidad para 140 personas sentadas y 200 de pie. Está equipado con un bar completo, baño privado, cabina de DJ, proyección e imagen con pantallas de vídeo, iluminación y sonido personalizado con unas vistas increíbles de Lincoln Road.

El comedor principal, en la planta baja, puede acoger 200 invitados. Otra opción es al aire libre, en la misma Lincoln Road con capacidad para 100 huéspedes.

El *open bar* cuenta con una gran variedad de licores, vinos de diferentes países y mojitos, desde el más clásico hasta el mezclado con mango o coco. También ofrecen diferentes cervezas locales e internacionales.

Janet Suárez es la dueña y encargada de que todo funcione a la perfección. El responsable de que hoy Yuca sea uno de los sitios más escogidos por los residentes y turistas de la Ciudad del Sol es Francisco Rodríguez, un simpático español nacido en Sevilla. Rodríguez reinventa la cocina tradicional con técnicas de fusión en las comidas, mezclando lo tradicional con lo moderno. Siempre manteniendo un objetivo, que los comensales se sientan como en su casa, ha conseguido que sus platos sean absolutamente caseros. En la cocina no se utilizan ni polvos, ni congelados, ni batidoras, todo se logra con el trabajo de excelentes *chefs* dispuestos a conquistar los paladares latinos y norteamericanos. La presentación de los platos causa asombro en los clientes, por el colorido, diseño y aroma.

El menú cuenta con más de 35 opciones. Tapas, ensaladas, empanadas, ropa vieja y también un elaborado sea bass con salsa de langosta, un churrasco marinado con chimichurri sobre una cama de puré de papas con salsa de ajo, pico de gallo y jalapeño son algunas especialidades de la casa.

A la hora del almuerzo también se puede ir a Yuca, con precios fijos de \$24 y \$29. Estos incluyen tres platos, refrescos, té helado o café americano.

Es un *lunch* competitivo porque es ligero, liviano, en el que la variedad es la clave. Platos con muy bajo contenido graso y una calidad suprema.

El menú es una combinación de comida cubana, americana, española y argentina; todos quedan conformes por la gran oferta. Sin duda, Yuca es uno de los mejores lugares para ir a bailar salsa, probar una variedad de mojitos y disfrutar de los sabores exóticos de la cocina latina.









YUCA
YOUNG URBAN CUBAN AMERICAN

INNOVATIVE CUBAN
CUISINE

501 Lincoln Rd
Miami Beach, FL 33139
Phone (305) 532.9822

WWW.YUCA.COM

Financial Projections

CVI.CHE.105/YUCA FUSION

Proforma Financial Projections

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Food Income	\$2,800,000	\$3,400,000	\$4,060,000	\$4,550,000	\$4,900,000
Beverage Income	\$1,200,000	\$1,600,000	\$1,740,000	\$1,950,000	\$2,100,000
Total Income	\$4,000,000	\$5,000,000	\$5,800,000	\$6,500,000	\$7,000,000
Cost of Goods Sold	\$1,000,000	\$1,250,000	\$1,450,000	\$1,625,000	\$1,750,000
Gross Profit	\$3,000,000	\$3,750,000	\$4,350,000	\$4,875,000	\$5,250,000
Payroll, including FICA, FUTA, etc	\$1,400,000	\$1,750,000	\$2,030,000	\$2,275,000	\$2,450,000
Administrative Expenses	\$40,000	\$44,000	\$48,000	\$52,000	\$58,000
Professional Fees	\$80,000	\$88,000	\$97,000	\$108,000	\$120,000
Utilities	\$80,000	\$88,000	\$100,000	\$110,000	\$121,000
Credit Card and Financial	\$120,000	\$132,000	\$145,000	\$160,000	\$176,000
Marketing	\$320,000	\$400,000	\$464,000	\$520,000	\$560,000
Maintenance, including Rent	\$500,000	\$525,000	\$550,000	\$575,000	\$600,000
Insurance	\$80,000	\$88,000	\$97,000	\$108,000	\$120,000
Other	\$100,000	\$110,000	\$121,000	\$133,000	\$146,000
Total Expenses	\$2,720,000	\$3,225,000	\$3,652,000	\$4,041,000	\$4,351,000
Net Income	\$280,000	\$525,000	\$698,000	\$834,000	\$899,000
	7.0%	10.5%	12.0%	12.8%	12.8%

Exhibit D



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

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

April 28, 2015

Mr. Noah Fox
Koniver Stern Group
1665 Washington Avenue, PH
Miami Beach, Florida 33139

Sent Via E-mail: noahramfox@yahoo.com

**Re: Revised Letter of Intent
1555 Washington Avenue, Suites 1-3
Miami Beach, Florida 33139**

Dear Mr. Fox:

Pursuant to our conversation yesterday, the City of Miami Beach is pleased to extend the following revised terms and conditions for the lease of the above referenced location:

- Landlord:** City of Miami Beach (the "City")
- Tenant:** A new joint venture with the principles consisting of Janet Suarez, Luis Hoyos and Juan Chipoco. Tenant shall provide a written business plan prior to May 11, 2015. Additionally, Landlord shall be permitted to review a summary of Tenant's financial statements prior to May 15, 2015. Said financial statements shall include the funding of the new joint venture, a pro-forma for the new joint venture, and profit/loss statements for the existing restaurant entities of the principles.
- Premises:** 1555 Washington Avenue, Suites 1-3
Miami Beach, Florida 33139
- Size:** Approximately 7,130 rentable square feet, under air condition, as contained on the attached floor plan.
- Term:** Nine (9) years three hundred and sixty four (364) days
- Renewal Options:** Two (2) renewal options for five (5) years each, subject to all required approvals by the City of Miami Beach in its regulatory capacity. The Base Rental Rate and annual increases shall be adjusted to the then current fair market rate for each renewal period.

Landlord's Work: Landlord shall perform waterproofing and painting of the exterior of the building at which the Premises are located. Furthermore, Landlord shall replace the exterior windows located at the historic, north section of the Premises.

Rent Commencement: The Rent Commencement Date shall be upon completion of construction or two hundred and ten (210) days following lease execution, whichever occurs sooner. In addition, the rent abatement period will not begin until the Landlord has completed the window replacement referenced above.

Base Rental Rate: \$60.00 per rentable square foot, plus applicable sales tax. The Base Rental Rate shall be increased by three percent (3%) annually.

Lease Basis: The lease shall be on a Triple Net basis. Tenant shall pay its proportionate share of Operating Expenses for the building (i.e. real estate taxes, insurance and maintenance expenses). The Operating Expenses are estimated at \$3.00 PSF for 2015.

Securitization: Tenant shall provide an irrevocable Letter of Credit, from a bank acceptable to the Landlord, equal to the first six month's gross rent, in the amount of \$224,595.00, upon lease execution.. After the first year of rent payments the security deposit shall be reduced to an amount equal to the first five month's gross rent. Each year thereafter (for the next two years), the security deposit amount will decrease by the equivalent of one month's rent. For the remainder of the lease term a security deposit equal to three (3) month's rent shall remain in the custody of Landlord to guarantee the Tenant's performance under the lease.

Payment at Lease Execution: First and last month's rent, plus sales tax, in the amount of \$91,731.27.

Utilities: Tenant shall be responsible for the cost of its utilities and trash removal.

Construction Allowance: Tenant shall accept the Premises in "as-is" condition, other than the historic window replacement referenced above, which shall be performed by Landlord.

Tenant Investment: As an added inducement to have City enter into the Lease, Tenant covenants and agrees that it will invest, or cause to be invested, no less than \$500,000 in hard construction costs on/to the Premises to insure that a first class restaurant is constructed.

**Construction
Escrow**

And Guaranties: All plans and specifications for improvements shall be subject to the approval of Landlord, as well as all the requisite regulatory approvals. Following Lease execution, and issuance by the City of Tenant's full building permit, and prior to commencement of construction, Tenant shall execute a work letter and escrow agreement, including a cash deposit, in the amount of the cost of the work (as such amount is set forth in the construction contract between Tenant and its General Contractor) for the build-out of the Premises for the intended Use, which will be deposited into Tenant's attorney's escrow account to guarantee the diligent and timely prosecution of construction. At its sole discretion, the City may also require that Tenant's General Contractor (G.C.) furnish the City with a Construction Completion Guaranty, and/or require Tenant's G.C. to furnish a Payment and Performance Bond (in a form reasonably acceptable to and approved by the City), guaranteeing the performance of the G.C. under the construction contract. The City shall be named as a dual obligee under such Bond. Additionally, Tenant shall be required to purchase Builder's Risk insurance coverage.

Use: Fine dining restaurant

Agency Disclosure: Koniver Stern Group represents the Tenant exclusively in this transaction and shall receive a commission from the City in the event a lease is mutually executed and delivered, in the amount of three percent (3%) of the total Base Rent obligation for the initial Term. Said commission shall be paid in accordance with a separate agreement which shall be subject to review and approval by the City Attorney's Office.

Conditions: The terms and conditions of this Letter of Intent and any negotiated lease will be subject to approval by the City of Miami Beach Commission, and may require additional regulatory approvals, depending upon the terms of said proposed lease. This Letter of Intent is non-binding to either party, and may be modified or withdrawn by the City, without notice, at any time. Only a fully executed and delivered lease agreement, which shall be negotiated in good faith by both parties, shall serve as a binding agreement in this regard.

In addition, subject to the prior advance written approval of the Landlord, and in the event that the commission adopts the recommendations of the Washington Ave. Blue Ribbon Panel, Tenant may include outdoor dining and may pursue valet parking service in accordance with City code.

Revised Letter of Intent
1555 Washington Avenue, Suites 1-3
April 28, 2015
Page 4 of 4

Financial Records: Landlord shall have the right to periodically review Tenant's financial records and statement of operations no more than once per year.

Please let me know if I can provide you with any additional information. I may be reached at (305) 673-7193.

Sincerely,



Mark M. Milisits, RPA
Asset Manager

Agreed to and Accepted by:

Tenant: A New Joint Venture With Principles Consisting Of:
Janet Suarez, Luis Hoyos and Juan Chipoco

Sign: Janet Suarez
Print: Janet Suarez
Title: Principal
Date: 4/29/15

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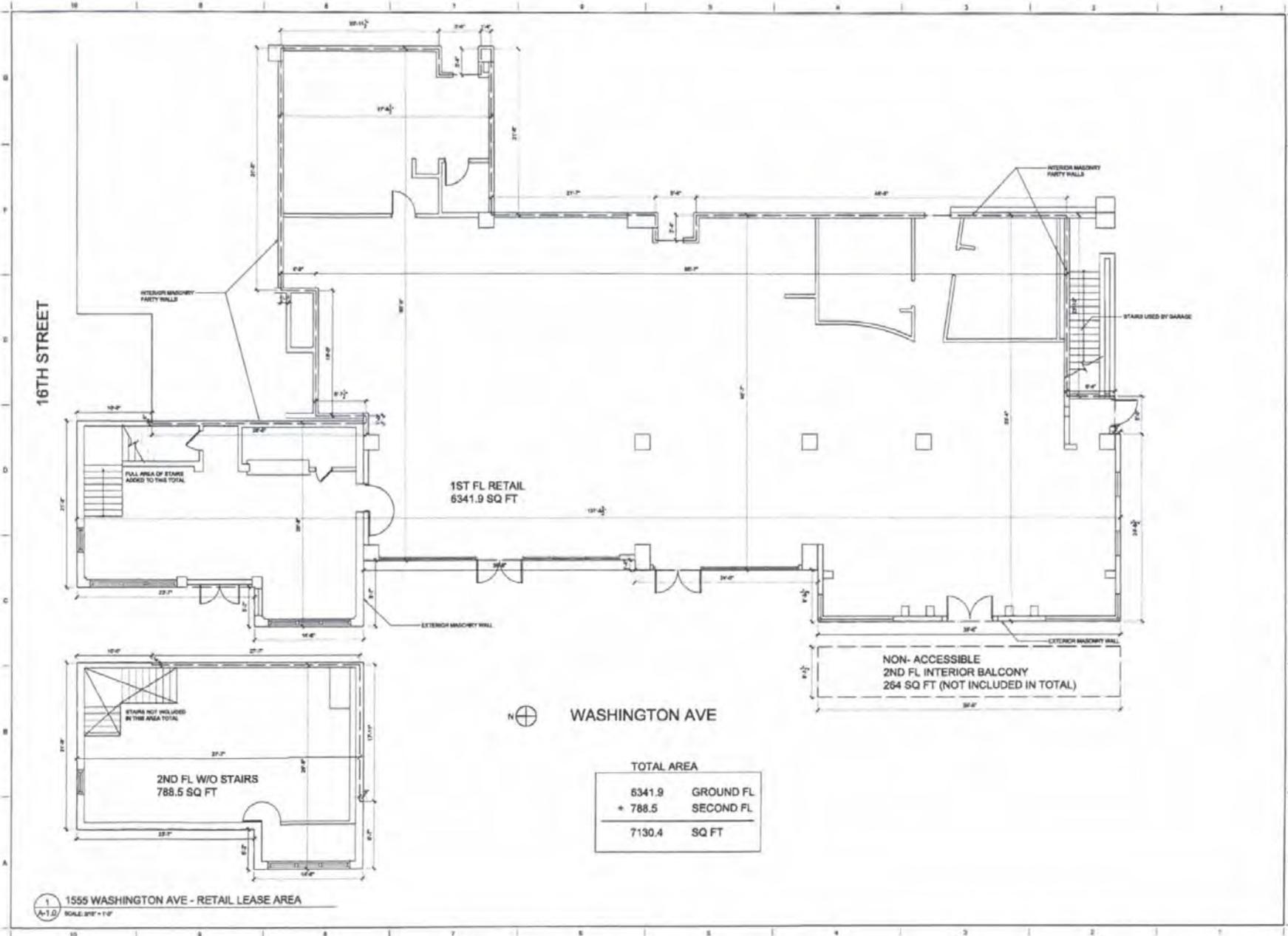
Anchor Shops
Security Deposit Calculation
April 27, 2015

Square Feet: 7,130
 Rent PSF: \$60
 Increases: 3%

Year	PSF Rent	Monthly Rent	Annual Rent	PSF OEX	Monthly OEX	Annual OEX	Monthly Rent & OEX	Annual Rent & OEX
1	\$60.00	\$35,650.00	\$427,800.00	\$3.00	\$1,782.50	\$21,390.00	\$37,432.50	\$449,190.00
2	\$61.80	\$36,719.50	\$440,634.00	\$3.00	\$1,782.50	\$21,390.00	\$38,502.00	\$462,024.00
3	\$63.65	\$37,821.09	\$453,853.02	\$3.00	\$1,782.50	\$21,390.00	\$39,603.59	\$475,243.02
4	\$65.56	\$38,955.72	\$467,468.61	\$3.00	\$1,782.50	\$21,390.00	\$40,738.22	\$488,858.61
5	\$67.53	\$40,124.39	\$481,492.67	\$3.00	\$1,782.50	\$21,390.00	\$41,906.89	\$502,882.67
6	\$69.56	\$41,328.12	\$495,937.45	\$3.00	\$1,782.50	\$21,390.00	\$43,110.62	\$517,327.45
7	\$71.64	\$42,567.96	\$510,815.57	\$3.00	\$1,782.50	\$21,390.00	\$44,350.46	\$532,205.57
8	\$73.79	\$43,845.00	\$526,140.04	\$3.00	\$1,782.50	\$21,390.00	\$45,627.50	\$547,530.04
9	\$76.01	\$45,160.35	\$541,924.24	\$3.00	\$1,782.50	\$21,390.00	\$46,942.85	\$563,314.24
10	\$78.29	\$46,515.16	\$558,181.97	\$3.00	\$1,782.50	\$21,390.00	\$48,297.66	\$579,571.97
			<u>\$4,904,247.57</u>		<u>\$17,825.00</u>	<u>\$213,900.00</u>	<u>\$426,512.30</u>	<u>\$5,118,147.57</u>

Security Deposit	
First Month	\$37,432.50
Last Month	\$48,297.66
Sales Tax	\$6,001.11
6 Mos. Security	\$224,595.00
	<u>\$316,326.28</u>

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16TH STREET

1ST FL RETAIL
6341.9 SQ FT

2ND FL W/O STAIRS
788.5 SQ FT

NON- ACCESSIBLE
2ND FL INTERIOR BALCONY
264 SQ FT (NOT INCLUDED IN TOTAL)

WASHINGTON AVE

TOTAL AREA	
6341.9	GROUND FL
+ 788.5	SECOND FL
7130.4	SQ FT

1 1555 WASHINGTON AVE - RETAIL LEASE AREA
SCALE: 3/8" = 1'-0"

WILLIAM LANE ARCHITECT, INC.
386 LINCOLN ROAD, SUITE 101
MIAMI BEACH, FL 33139
P: 305 866 7832
F: 305 866 7832

CITY OF MIAMI BEACH
RETAIL SPACE - AREA TOTALS
1555 Washington Ave
Miami Beach, FL 33139

REVISIONS

DATE: APRIL 21, 2015
OWNER: City of Miami Beach
PHASE:
SHEET DESCRIPTION: RETAIL LEASE AREA
SCALE:
DRAWN BY: RJ
SHEET NUMBER:

A-1.0

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COMMITTEE MEMORANDUM

TO: Finance & Citywide Projects Committee Members

FROM: Jimmy Morales, City Manager

DATE: May 20, 2015

SUBJECT: **DISCUSSION REGARDING IMPLEMENTATION OF A CONTRACTOR PRE-QUALIFICATION PROGRAM TO EXPEDITE INFRASTRUCTURE IMPROVEMENTS.**

BACKGROUND

At its January 14, 2015, meeting, the Mayor and City Commission approved a referral to the Finance and City-Wide Projects Committee (the "Committee") for a discussion regarding the implementation of a contractor prequalification program to expedite infrastructure improvements.

As noted in the referral item from the January 14, 2015, City Commission agenda (C4B), contractor prequalification programs are used by public sector agencies to assure contractors meet certain eligibility criteria (e.g., licensure, financial capacity, satisfactory past performance, etc.) prior to the receipt of bids. Prequalifying contractors prior to the receipt of bids expedites the award and due diligence process that normally takes place after receipt of bids to assure contractors recommended for award are responsible entities. This necessary due diligence can be extensive and time consuming. By completing the due diligence through a prequalification program prior to the release of bids, the award of bids received from prequalified contractors can be expedited.

Another benefit of prequalification is that, rather than having to submit qualification documentation every time a bid is issued, contractors can prequalify once to bid multiple projects over a given period of time. Doing so allows contractors to save time and money in the submittal of bids for City projects and significantly reduces the due diligence reviews required of City staff for each project.

Staff has met with the City Attorney's Office with regard to the statutory requirements in connection with pre-qualification programs for public construction projects. The following are two possible options for the Committee's consideration.

Option 1: Pool of Prequalified Contractors for Public Works Projects. Section 255.20(a) of the Florida Statutes allows municipalities seeking to construct or improve bridges, roads, streets, highways, and related services, to require contractors to be prequalified. A contractor that is prequalified by the Florida Department of Transportation to perform the same work as being contemplated by the municipality is presumed to be qualified to perform the work. The statute also provides that the pre-qualification criteria and procedures must be adopted following a public hearing, and must include procedures for an appeal process within the municipality for making objections to the prequalification process.

Once the prequalified pool is established, the City would seek competitive bids only from the prequalified contractors for eligible projects for projects up to a pre-determined amount. For other projects, prequalified contractors may bid (without having to be re-qualified as a responsible bidder) along with any other contractor (who would need to go through the City's standard due diligence process to qualify as a responsible bidder). Under this approach, projects are submitted to the prequalified contractors for bidding, thereby retaining the competitive nature of public bids, while expediting the award of contracts for applicable projects.

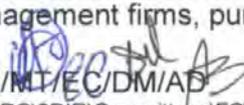
Recommendation – The Administration recommends that the Committee authorize the Administration to seek approval of the City Commission for a prequalification program that requires contractors for Public Works projects, as defined in the statute, to be prequalified for projects with a value up to \$2 million. Applications for prequalification would be accepted on an ongoing basis to make sure that all eligible contractors have an opportunity to be prequalified. Public Works projects within the threshold will be competitively bid among those contractors prequalified at the time the solicitation is released. Once prequalified, contractors would be allowed to compete for work for a period of three (3) years, with annual updates and reviews to the certain criteria, such bonding capacity and insurance requirements.

Option 2: Section 255.103, Construction Management Entities. In addition, in referring this item to the Committee, Commissioners Weithorn and Grieco expressed a desire to establish a rotational pool of contractors that could be available to expedite construction work. To this end, Section 255.103 of the Florida Statutes allows municipalities to enter into a continuing contract with a construction management firm(s) for construction projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million. In a continuing contract for construction management services, the City would select one or more construction management firm(s) based on qualifications and the proposed fee for project administration, overhead and profit, which are the pre-negotiated fees that are added to the cost of the subcontractor bids for a specific project in the construction management approach. Under this approach, projects may be rotated among the prequalified construction management firms, who are required to competitively bid the subcontractor portions of the project, retaining the competitive nature of public bids, while expediting the award of contracts for applicable projects.

Recommendation – The Administration recommends that the Committee authorize the Administration to seek approval of the City Commission to establish a pool of prequalified construction managers for projects up to \$2 million. Once awarded, contractors would be allowed to be assigned projects for a period of three (3) years, with annual updates and reviews to the bonding capacity and insurance requirements.

CONCLUSION

Florida law authorizes prequalification of contractors as an acceptable and legal method of determining a list of firms that possess the qualifications to perform work on a specific project in the public bidding arena. For public works projects (bridges, roads, streets, highways, and related services) the statute allows agencies to establish a pool prequalified contractors that can be called upon to bid projects as they come up. Additionally, the law allows agencies to establish continuing contracts with construction management firms to develop lump sum or guaranteed maximum prices for assigned projects. Given the City's need for awarding infrastructure and construction contracts, the Administration recommends that the Committee authorize the Administration to seek approval of the City Commission to establish pools of prequalified contractors, pursuant to Section 255.20, FS, and construction management firms, pursuant to Section 255.103.


JLM/NT/EC/DM/AD

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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 Members
Neighborhoods/Community Affairs Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: May 20, 2015

SUBJECT: **FOLLOW-UP DISCUSSION REGARDING COLLABORATION TO DEVELOP AN ENHANCED PARTNERSHIP WITH THE MIAMI-DADE COUNTY SCHOOL BOARD**

BACKGROUND

At the March 11, 2015, Commission meeting, Commissioner Grieco sponsored item R7N, a Resolution to the Mayor and Commission to lobby the State Legislature and Miami-Dade County Public School Board regarding compliance with the State's Class Size Amendment. The item was deferred to the March 18, 2015 meeting. In 2002, voters approved an amendment to the Florida Constitution, at Article IX, Section (1) (a), which establishes a limit on the number of students that can be placed in a classroom. The Constitutional "Class Size Amendment" provides the following sized classrooms:

- 18 students in prekindergarten through grade 3
- 22 students in grades 4 through 8
- 25 students in grades 9 through 12

The State Legislature also amended several chapters of the Florida Statutes, to implement the Class Size Amendment. One of the revised statutes defined that the Class Size Amendment would only apply to "Core Curriculum" courses and not to extracurricular courses. As a result, class sizes got larger again at the start of the 2010-2011 school year, after the state re-defined a core class. About two-thirds of the 849 "core" classes offered in Florida elementary, middle, and high schools are now labeled extra-curricular, which has no limit on class size. This includes but is not limited to advanced placement, International Baccalaureate, and Spanish classes.

The Resolution was referred to the April 8, 2015 Finance and Citywide Projects Committee meeting for discussion. The members referred the item to the Mayor and Commission for further discussion at the April 15, 2015 Commission meeting.

Resolution 2015-28997 was presented to the Mayor and Commission on April 15, 2015, for discussion. The resolution was referred to both Finance and Citywide Projects Committee and Neighborhoods/Community Affairs Committee at a joint meeting on May 20, 2015 for further discussion.

DISCUSSION

The Miami-Dade County Public School representatives have indicated they will prepare a proposal for consideration to address the proposed enhanced educational services for the following areas:

- Early Learning Opportunities including Head Start, Title 1 Voluntary Prekindergarten, Voluntary Prekindergarten fee supported and Special Education Prekindergarten
- Instructional Support for Extracurricular or choice offerings at Miami Beach Senior High School, Nautilus Middle School, and Fienberg Fisher K-8 Center
- Enhance afterschool programming

The Education Compact implemented in January 2008 currently addresses and supports the following priority areas:

- Teacher Recruitment/Retention
- Communication
- Parental Involvement/Family Support/Youth and Community Engagement
- Health and Well-Being
- Student Achievement
- Safety
- Technology

RECOMMENDATION

An enhanced Education Compact between the City of Miami Beach and Miami-Dade County Public Schools supports the original intent of the Compact to strive continually to promote excellence and relevance in education in the City's public schools and community at large by joining forces for the greater benefit of both the students and citizens of Miami Beach.

CONCLUSION

This information is provided for your discussion and direction.

Attachments

JLM/KGB/LDR



MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Mayor Philip Levine and Commissioners

FROM: Michael Grieco, Commissioner *mg*

DATE: March 11, 2015

SUBJECT: Lobby State Legislature and Miami-Dade County School Board regarding compliance with the State's Class Size Amendment

TITLE: RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, URGING THE STATE LEGISLATURE AND MIAMI-DADE COUNTY SCHOOL BOARD (SCHOOL BOARD) TO REDUCE CLASS SIZES IN MIAMI BEACH FEEDER PATTERN SCHOOLS TO CONFORM TO ARTICLE IX, SECTION (1)(a) OF THE FLORIDA CONSTITUTION; AND LOBBY THE STATE LEGISLATURE TO EXPAND THE LIST OF "CORE CURRICULUM" COURSES RATHER THAN CONTINUE TO ELIMINATE CORE CURRICULUM COURSES, LIKE ADVANCED PLACEMENT CLASSES, FROM THE CLASS SIZE AMENDMENT REQUIREMENTS OF THE FLORIDA CONSTITUTION BY CALLING SUCH COURSES "EXTRACURRICULAR"; AND CALL UPON THE SCHOOL BOARD TO VOLUNTARILY SUBJECT ITSELF TO THE CLASS SIZE REQUIREMENTS FOR ALL CLASSES, WHETHER THEY ARE CONSIDERED CORE CURRICULUM OR EXTRACURRICULAR

In 2002, voters approved an amendment to the Florida Constitution, at Article IX, Section (1)(a), which establishes a limit on the number of students that can be placed in a classroom. The Constitutional "Class Size Amendment" provides the following sized classrooms:

- 18 students in prekindergarten through grade 3
- 22 students in grades 4 through 8
- 25 students in grades 9 through 12

The State Legislature also amended several chapters of the Florida Statutes, to implement the Class Size Amendment. One of the revised statutes defined that the Class Size Amendment would only apply to "Core Curriculum" courses and not to extracurricular courses. As a result, class sizes got larger again at the start of the 2010-2011 school year, after the state re-defined what a core class was. About two-thirds of the 849 "core" classes offered in Florida elementary, middle and high schools were downgraded to "extra-

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

Agenda Item RTC
Date 3-18-15

curricular" status, which has no limit on class size. Classes like calculus, anatomy, Advanced Placement, and Spanish were affected.

The State of Florida should take the education of our children seriously, and the State Legislature should comply with the Constitution, and provide the mandates smaller class rooms. Additionally, Miami-Dade County make the needs of our children a priority and provide the smaller class room sizes regardless of how the State defines "core curriculum" or "extracurricular."

If you have any questions please do not hesitate to contact Danila Bonini at extension 6457.

MG/db

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, URGING THE STATE LEGISLATURE AND MIAMI-DADE COUNTY SCHOOL BOARD (SCHOOL BOARD) TO REDUCE CLASS SIZES IN MIAMI BEACH FEEDER PATTERN SCHOOLS TO CONFORM TO ARTICLE IX, SECTION (1)(a) OF THE FLORIDA CONSTITUTION; AND LOBBY THE STATE LEGISLATURE TO EXPAND THE LIST OF "CORE CURRICULUM" COURSES RATHER THAN CONTINUE TO ELIMINATE CORE CURRICULUM COURSES, LIKE ADVANCED PLACEMENT CLASSES, FROM THE CLASS SIZE AMENDMENT REQUIREMENTS OF THE FLORIDA CONSTITUTION BY CALLING SUCH COURSES "EXTRACURRICULAR"; AND CALL UPON THE SCHOOL BOARD TO VOLUNTARILY SUBJECT ITSELF TO THE CLASS SIZE REQUIREMENTS FOR ALL CLASSES, WHETHER THEY ARE CONSIDERED CORE CURRICULUM OR EXTRACURRICULAR.

WHEREAS, Florida voters concerned with the public school system and the education of our minor children determined that our public schools should have smaller student population, per class, to ensure that our children are provided the attention needed to ensure discipline and greater education; and

WHEREAS, in 2002 the voters enacted the "Class Size" amendment to the Florida Constitution, found at Article IX, Section (1)(a), which amendment provides:

The education of children is a fundamental value of the people of the State of Florida. It is, therefore, a paramount duty of the state to make adequate provision for the education of all children residing within its borders. Adequate provision shall be made by law for a uniform, efficient, safe, secure, and high quality system of free public schools that allows students to obtain a high quality education and for the establishment, maintenance, and operation of institutions of higher learning and other public education programs that the needs of the people may require. To assure that children attending public schools obtain a high quality education, the legislature shall make adequate provision to ensure that, by the beginning of the 2010 school year, there are a sufficient number of classrooms so that:

- (1) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for prekindergarten through grade 3 does not exceed 18 students;
- (2) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
- (3) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students.

The class size requirements of this subsection do not apply to extracurricular classes. Payment of the costs associated with reducing class size to meet these requirements is the responsibility of the state and not of local schools districts. Beginning with the 2003-2004 fiscal year, the legislature shall provide sufficient funds to reduce the average number of students in each classroom by at least two students per year until the maximum number of students per classroom does not exceed the requirements of this subsection.

WHEREAS, in 2003, the Florida Legislature enacted revisions to the Public Education Regulations found at Chapter 1003 and 1011, Florida Statutes, which chapters implement the provisions of the class-size amendment and defines the progress that school board districts must make in reducing class size; and

WHEREAS, specifically, section 1003.03, Florida Statutes was revised, and section 1011.685, Florida Statutes, was created to establish the class size operating categorical fund; and other sections of law were amended to fully implement the constitutional requirement; and

WHEREAS, Section 1003.01, Florida Statutes provides that the class size amendment to apply solely to "Core Curriculum" Courses and not to elective courses; and

WHEREAS, over the years the Legislature has redefined Core Curriculum to continually reduce the number of Core Courses; and

WHEREAS, the legislature defines "extracurricular courses" as all courses that are not defined as "core-curricula courses," which may include, but are not limited to, physical education, fine arts, performing fine arts, career education, and courses that may result in college credit

WHEREAS, as of the 2010-2011 school year, the maximum number of students in each core curricula class are: 18 students in prekindergarten through grade 3; 22 students in grades 4 through 8; and 25 students in grades 9 through 12; and

WHEREAS, class sizes got larger again at the start of the 2010-2011 school year, after the state re-defined what a core class was, thus, about two-thirds of the 849 "core" classes offered in Florida elementary, middle and high schools were downgraded to "extra-curricular" status, which has no limit on class size. Classes like calculus, anatomy and Spanish were affected; and

WHEREAS, Advanced Placement courses are no longer considered core curriculum courses and are now considered extracurricular courses for the purpose of the Class Size Amendment

WHEREAS, the State Legislature should listen to the voters and adhere to the Florida Constitution, Article IX, Section (1)(a), by ensuring that all class sizes are reduced to the size contemplated by the Voters, and not continue to circumvent the Florida Constitution by using such terminology as "core curriculum" and extracurricular courses to avoid implementing the class size amendment.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, to urge the State Legislature and Miami-Dade County School Board (School Board) to reduce class sizes in Miami Beach feeder pattern schools to conform to Article IX, Section (1)(a) of the Florida Constitution; to lobby the State Legislature to expand the list of "core curriculum" courses rather than continue to eliminate core curriculum courses, like advanced placement classes, from the class size amendment requirements of the Florida Constitution by defining such courses as "extracurricular"; and to call upon the School Board to voluntarily subject itself to the class size requirements for all classes, whether they are considered core curriculum or extracurricular.

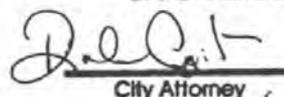
PASSED AND ADOPTED this _____ day of _____, 2015.

ATTEST:

Philip Levine, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

2-24-15
Date

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RESOLUTION NO. 2015-28997

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, COLLABORATE TO DEVELOP AN ENHANCED PARTNERSHIP WITH THE MIAMI-DADE COUNTY SCHOOL BOARD (SCHOOL BOARD) AND TO AMEND THE CITY'S EDUCATIONAL COMPACT TO PROVIDE ENHANCED EDUCATIONAL SERVICES TO THE CITY'S PUBLIC SCHOOL STUDENTS, BY WORKING COLLABORATIVELY ON FUNDING TO PRIORITIZE EARLY LEARNING OPPORTUNITIES, INCLUDING THE HEAD START PROGRAM; TITLE 1 VPK; VPK FEE SUPPORTED; AND SPED PRE-K; BY PROVIDING INSTRUCTIONAL SUPPORT FOR EXTRACURRICULAR OR CHOICE OFFERINGS AT CITY HIGH SCHOOL AND MIDDLE SCHOOL GRADES; BY ENHANCING THE DISTRICT'S AFTERSCHOOL PROGRAMMING, IB PROGRAM AND EFL PROGRAM; AND TO PROVIDE A SCHEDULE FOR ACCOMPLISHING THESE GOALS.

WHEREAS, in an effort to ensure that the historically strong partnership between Miami Dade County Public Schools (District) and the City of Miami Beach (City) remains a solution driven one, recent discussions have led to the identification of key priorities for both the City and District as it relates to the schools that serve City of Miami Beach residents; and

WHEREAS, over the coming weeks, the key priorities will be fleshed out between the District and City administrations

WHEREAS, the District and the City desire to share key data, and to delineate the specific needs and costs for providing quality education to our public school children, and the parties shall seek to determine funding sources that can be jointly identified to reach this goal; and,

WHEREAS, The rationale, implementation plan and timeline for the identified priorities can be utilized in promoting Early Learning Opportunities available at schools serving Miami Beach residents under a collaborative update hopefully to be completed by May 2015; and

WHEREAS, over the next few weeks, members of the City and District administrations will work together on the following tasks and will submit a recommendation for consideration by May 2015 relating to all public schools delineated in the Miami Beach Education Compact, which currently serves up to 293 three and four year olds from the City, and the parties will work together to implement or enhance the Head Start Program (131 students currently served); Title 1 VPK (60 students currently served); VPK Fee Supported (60 students currently served); and SPED Pre-k (42 students currently served); and

WHEREAS, the District will provide a summary of each of the current program models offered in City schools and will provide historical data regarding enrollment numbers for all programs mentioned above; and

WHEREAS, the District and City intend to work together to obtain information on the current pending interest of Miami Beach residents to participate in these programs, and the District will provide an assessment of available space in current sites for expansion of these programs; and

WHEREAS, the District and City will explore additional facility solutions that would determine the maximum expansion of the referenced programs; and

WHEREAS, the District will provide a summary of the current funding streams that enable the implementation of these important supplementary Miami-Dade County Pubic School program offerings for students across the District; and

WHEREAS, the District will provide the cost to fund the set up and operation of an additional early learning classroom, and the City and District will explore additional potential funding sources, and the City and District will provide an update regarding assessed interest and a recommendation on how best to meet the identified needs for the upcoming school year inclusive of funding needs; and

WHEREAS, the City and the District will work to provide instructional support for extracurricular or choice offerings at City high school and middle school grades where instructional need is demonstrated, and shall work collaboratively to provide the City an update on this task by May 2015; and

WHEREAS, in an effort to jointly provide comprehensive, holistic education offerings while still meeting all state requirements at a District level, the City and District will work closely together to define school needs on an annual basis. An estimated funding level to address these supplementary offerings will be determined by the end of each school year. The City and District will work together to ensure that all current funding streams are leveraged effectively, and will explore additional funding sources. Use of any identified funding streams for the purposes listed below will need to be determined on an as needed basis; however, justification and documentation will be required to draw down any sources of community funding; and

WHEREAS, the funding would include support for instructional programs specific to identified City priorities; support for elective programs based on student selection based demand; and support for afterschool enrichment opportunities; and

WHEREAS, The City and District will work together to develop the process explained above and will provide a recommendation with an estimated funding level for the upcoming school year by May 2015; and

WHEREAS, the District and the City will collaboratively work toward enhancement of educational facilities, and follow up on this task by July 2015; and

WHEREAS, through the District General Obligation Bond Referendum, approximately \$18 million in projects are currently underway for the schools within the City of Miami Beach; and

WHEREAS, in order to leverage allocated funding, the City and District will assess additional priority projects that can be brought forth for discussion, and the District shall explore seeking additional funding sources and the parties shall issue a recommendation by July 2015 for discussion to the City Commission; and

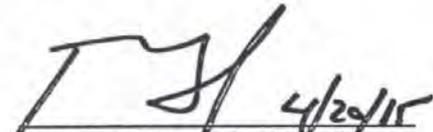
WHEREAS, the above delineated priorities, once defined, reviewed and approved, will be adopted into the City of Miami Beach Education Compact, and the effort to do so is a work progress that delineates the collaboration of the parties, in enhancing the District's afterschool programming, the IB program and the EFL program.

WHEREAS, the City and the District desire to work on these goals, to collaborate on funding sources, and to establish a time line to implement these goals in the City of Miami Beach Educational Compact, and in the actual classroom.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission collaborate to develop an enhanced partnership with the Miami-Dade County School Board (School Board) and to amend the City's Educational Compact to provide enhanced educational services to the City's public school students, by working collaboratively on funding to prioritize early learning opportunities, including the Head Start Program; Title 1 VPK; VPK Fee Supported; and SPED Pre-K; by providing instructional support for extracurricular or choice offerings at city high school and middle school grades; by enhancing the district's afterschool programming, IB Program and EFL Program; and to provide a schedule for accomplishing these goals.

PASSED AND ADOPTED this 15 day of April, 2015.

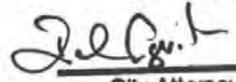
ATTEST:


Rafael E. Granado, City Clerk


Philip Levine, Mayor



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

4-14-15
Date

AN EDUCATION COMPACT BETWEEN MIAMI-DADE COUNTY PUBLIC SCHOOLS AND THE CITY OF MIAMI BEACH

Following the blueprint established by the formation of the Education Compacts between Miami-Dade County Public Schools (District), and other local general purpose governments, the District and the City of Miami Beach (City), will now partner to bring together each organization's collective resources for the greater benefit of both the students and the citizens of Miami Beach. Located on a barrier island in Miami-Dade County, the City, incorporated in 1915, encompasses approximately 7.1 square miles and is home to 6 District facilities including South Pointe Elementary, Fienberg Fisher Elementary, North Beach Elementary, and Biscayne Elementary, Nautilus Middle, and Miami Beach Senior High. With a population of over 93,000, it is the destination of over 7 million tourists annually and the hub of the County's hospitality and tourism industry.

In recognition of the fact that *It Takes...* the commitment of the District and the City to raise academic achievement, and recognizing the importance placed on education by the residents of Miami Beach, the District and City seek to codify an Education Compact to build on existing programs and innovative ideas which will enhance the lifelong educational opportunities for the entire community. Therefore, through this agreement we will strive to meet the educational needs of each child and enhance the learning opportunities for all. This Compact was developed with significant community input and reflects the desire of the Miami-Beach community to support excellence in their schools and an investment in the overall enhancement of education for its residents. It is recognized by the District and the City that this Compact represents goals and objectives which are consistent with the long term strategic plans of each entity and it is understood that as such goals and objectives evolve the terms of this Compact may also be modified over time.

The areas of focus in this collaboration include: teacher recruitment and retention; enhanced communication of educational and community events; family/parental involvement in education; community/business engagement, enhanced student health and well-being; improved student achievement; school safety; and technology access. The initial major activities, intended outcomes, and measures associated with each of these major focus areas are outlined below.

Teacher Recruitment/Retention

Activities:

- The District and the City will collaborate to develop a supplemental incentive program for teacher recruitment/retention in Miami Beach schools. The City component of the program will focus on encouraging incentives which may include discounts, mentoring, training, and tickets to public events. Mentoring and training opportunities will be least disruptive to school staffing needs, with schools providing coverage (as applicable) for staff to participate. The District will provide support for the City program which may include but not be limited to invitations to participate in District recruitment events and posting of City sponsored incentives on the District's recruitment webpage.

- The District will make available to the City all instructional staff recruitment and retention statistics and data for Miami Beach schools and districtwide which is considered public information.
- The District will make available to the City all survey data pertaining to teacher satisfaction levels (in particular key drivers for recruitment and retention) on a regular basis, segregated by each Miami Beach school where possible.
- The City will support the District's efforts, those of other stakeholder groups and districtwide initiatives that address the housing needs of teachers and non-instructional staff. In the event the City develops a program to provide workforce housing and/or housing support for "essential personnel," the inclusion of public school teachers and/or other public educational personnel will be explored.

Key Intended Outcomes:

- Maintain teacher recruitment and retention at or above districtwide levels.
- Increase teacher satisfaction rates for City of Miami Beach schools.
- Enhance access to workforce and affordable housing.

Measures:

- Number and percent of Miami Beach school staff participating in various incentive programs provided by the City;
- Number and percent of Miami Beach school staff participating in mentoring and training opportunities sponsored by the City;
- Percent of Miami Beach school and District school personnel that indicate they agree or strongly agree that they like working at their 'Miami Beach' school;
- Miami Beach school instructional personnel retention rate compared to districtwide retention rate; and
- Miami Beach school instructional personnel vacancy rate compared to districtwide vacancy rate.
- Number of instructional personnel utilizing workforce housing options available through the City

Communication

Activities:

- The City will work with the District to disseminate information related to educational opportunities and activities by placing information in strategically located kiosks.
- Collaborate to enhance education-related communication to the City's residents by developing an education page to be included in City's website with links to the Beach schools, providing access to the City's cable TV programming, and space in the City's newsletters and magazines in order to disseminate information on Miami Beach's schools.
- The City will work with the District to support a Student Expo that will highlight Beach school offerings and student achievements.
- The City and the District will endeavor to collaborate on legislative agendas in support of public education.
- Provide regular briefings of the School Board and City Commission regarding the status of the implementation of this Compact and other issues of interest.

Key Intended Outcome:

- Increase community access to Miami Beach school and District information.

Measures:

- Number of District legislative priorities supported by the City; and
- Number of educationally-related articles/ads disseminated through City- sponsored communication methods (magazines, newspaper, television).

Parental Involvement/Family Support/Youth and Community Engagement

Activities:

- The District will make available to the City all parent satisfaction survey data on a regular basis, segregated by Miami Beach schools where possible, and the City may conduct similar surveys with the assistance of the District, including findings on key drivers for satisfaction, subject to any approvals which may be required from the District's Research Review Committee.

- The City will work with the District to foster local business support for education, including the implementation of employee programs which encourage parent participation in schools. As an example, the City will encourage local businesses to model the City's commitment to parental involvement by developing an employee policy that would allow for employee release time to participate in designated early release day parent/teacher conferences (max. 3 per year) and would provide access to computers for employees for the purpose of accessing the District's Parent Portal to obtain information regarding the employees' children's academic progress. The District will provide confirmation form for employee participation in parent/teacher conferences.
- Through The Parent Academy (TPA), interested City personnel will be provided with training by the District regarding use of the District's newly launched Parent Portal and other electronic resources available through the District .
- The District will focus on Miami Beach parents by creating a City-based model of TPA using City facilities and other community sites.
- The District will support the City's Service Partnership (service program that partners community agencies) via participation in the governing board, provision of referrals to the program as appropriate, recruitment of students for employment opportunities, and assistance in the collection of qualitative data to measure success, subject to parental consent.

Key Intended Outcomes:

- Ensure Community access to educational information.
- Increase accessibility to family/individual support services.

Measures:

- Parent satisfaction rates for each Miami Beach school;
- Number of hours provided by City for City employees to attend teacher conferences, etc.;
- Number of parents from Miami Beach schools attending Parent Academy programs; and
- Percent of students referred by school personnel to the Service Partnership that obtain employment.

Health and Well-Being

Activities:

- The District will maintain health clinics (nurse practitioners and/or registered nurses) at Fienberg Fisher Elementary, Biscayne Elementary, Nautilus Middle School and Miami Beach Senior High School, subject to continued available funding, and will work with all Miami Beach schools to coordinate visits from the Health Connect on Wheels service (as available) or similar service to schools and/or Miami Beach recreation centers.
- The District and the City will collaborate to deliver information regarding health and wellness education, prevention and intervention strategies regarding nutrition, physical activity levels, and health maintenance in accordance with the District's Wellness Initiative.
- The City will explore the development of a middle school-level afterschool program. The District will collaborate with the City by assisting with the recruitment of students, including providing space within District-owned facilities as needed, and exploring expanded transportation options for participating students.
- District will explore the expansion of full-time nurse practitioners and/or registered nurses at schools without health clinics, subject to available funding.

Key Intended Outcome:

- Increased health and well-being of students.

Measures:

- Percent of Miami Beach schools scheduled for Health Connect Mobile provider (or similar service) August through June;
- Number of Health Connect on Wheels mobile unit visits (or similar service) to non-clinic Beach schools and recreation centers; and
- Number of schools with health clinics (Nurse practitioners and/or registered nurses) through School Health Connect and/or equivalent

Student Achievement

Activities:

- The District will make available to the City all student survey data on a regular basis, segregated by Miami Beach schools where possible, and the City may conduct similar surveys with the assistance of a District Educational Evaluation single point of contact, including findings on student ratings of self-esteem and sense of community. All research is subject to approval by the M-DCPS Research Review Committee.

- The District will identify and pursue implementation of best practice strategies to increase the graduation rate at Miami Beach Senior High School (MBSHS).
- The City will work with the District toward the creation of an internship initiative with Miami Beach City government to provide internship opportunities (as appropriate) to MBSHS students based on parameters within the District's Secondary School Reform plan.
- The City will work with the District to support the creation of a speaker's bureau for Miami Beach schools to provide teachers with access to speakers on specialized topics.
- The District will encourage the greater use of school facilities after-hours to support community based programming for youth.
- The District will explore avenues to enhance counseling and teacher-to-student ratios.
- The City will negotiate where possible culture/arts contracts to include access to programs by schools. The District will provide a dedicated Curriculum Coordinator staffed to the feeder pattern to arrange for arts/culture utilization during school hours and after-school hours and alignment to curriculum. Currently available City cultural offerings for students include access to programs at the Bass Museum, Botanical Garden, Byron Carlyle, Colony Theater, Fillmore at the Jackie Gleason, Wolfsonian, Convention Center, Jewish Museum, 10th Street Auditorium, Little Acorn Theater, Arts in Public Places, New World Symphony Campus (TBD), and various festivals/events.
- The City will support the small learning academies at the Miami Beach Senior High School by providing City advisory board participants no more than once a month and the District will provide training to City staff related to interdisciplinary teaching/learning teams, relevant curriculum/instruction, inclusive programs/practices, continuous program improvement, and building community support. Anticipated academies at Miami Beach Senior High School may include, but not be limited to Business, Management, and Administration, Hospitality and Tourism, Information Technology, Public Service and Security, Visual and Performing Arts, Communication and Digital Media, Marine and Environmental Science, Foreign Language and Humanities, International Baccalaureate, Scholars Academy, and Education and Training Services.

- The City and District will collaborate to implement an International Baccalaureate (IB) program within the Miami Beach feeder pattern. The City agrees that it will provide funding for the implementation at Miami Beach Senior High School and Nautilus Middle School in an amount not to exceed \$155,000, and for Fienberg-Fisher Middle Years Program in an amount not to exceed \$ 68,000. The implementation of the IB program with the Miami Beach feeder pattern is as follows:
 - The District will immediately initiate the application process for the International Baccalaureate Program (IBO Diploma Program) at Miami Beach Senior High School (MBSHS) by submitting the Interested Schools Form (October 2007), Consultant Request Form (if applicable by November 2007), Application A (March 1, 2008), Application B (June 1, 2008), Site Visit (Fall 2008), and Authorization (Spring 2009).
 - The City will assist the District in discussing funding or other support from the Miami Beach Chamber of Commerce or other appropriate organizations for annual fees, teacher training, Diploma Program (DP) Coordinator supplement, exam registration (per student), per subject exam fee/shipping, and books .
 - The City will provide resources for the IBO Diploma program rollouts including funding for the feasibility study (if applicable), application A, application B, and professional development costs including registration, travel and expenses for instructional staff as applicable prior to full implementation of the program at MBSHS.
 - The District will immediately initiate the application process for the International Baccalaureate Middle Years Program (IBO Middle Years Program) at Nautilus Middle School (NMS) by submitting the Interested Schools Form (October 2007), Application A (May 1, 2008), Application B (June 1, 2009), Authorization (Fall 2010), and Evaluation (Spring 2014).
 - The City will assist the District in discussing funding or other support from the Miami Beach Chamber or other appropriate organizations for annual fees, teacher training, Area of Interaction (AOI) Leaders supplements, Middle Years Program (MYP) Coordinator supplement, books, and extra teaching periods supplements (as applicable).
 - The City will provide resources for the IBO Middle Years program rollouts including funding for the feasibility study (if applicable), Application A, Application B, and professional development costs including registration, travel and expenses for instructional staff as applicable prior to full implementation of the program at NMS.
 - The District will immediately initiate the application process for the International Baccalaureate Middle Years Program (IBO Middle Years Program) at Fienberg Fisher grades 6-8 by submitting the Interested Schools Form, Application A, Application B, Authorization, and Evaluation.

- o The City will provide resources for the IBO Middle Years program rollouts at Fienberg Fisher 6-8 including funding for the feasibility study (if applicable), Application A, Application B, and professional development costs including registration and travel expenses for instructional staff as applicable prior to full implementation of the program at Fienberg Fisher grades 6-8.
- o The District and City will pursue the development of an IB program at the elementary school levels over the next 2 years, including development of implementation funding requirements. Funding requirements will be presented to the City Commission for approval. Further, as part of the feasibility review for the implementation of a Primary Years IB program, the District and the City will reach out to its neighboring cities including the Town of North Bay Village and Bay Harbor Islands in consideration of the location of the schools within their borders.
- The City and District will seek to collaborate on grant development opportunities in order to maximize the pool of available resources to serve the City's schools and residents. Types of grants pursued will include, but not be limited to those supporting student academic achievement, literacy, physical activity and fitness, social skills building, family involvement, and health and well-being.

Key Intended Outcomes:

- Increased academic support and achievement.
- Increase academic enrichment. Pursue collaborative grants to support youth academic needs and academic support citywide. Increased number of graduates exposed to external experiential activities including meaningful mentorships and/or internships.

Measures:

- Percent of high school students graduating who entered Miami Beach High in the 9th grade year;
- Number and percent of high school target population participating in City-sponsored internship program;
- Number of high quality internship opportunities made available to the Miami Beach students by the City;
- Number of City employees that are registered mentors and providing services to Miami Beach students;
- Number of speaker hours provided by City 'experts' to schools on specialized topics in support of the speaker's bureau;
- Allocation per fulltime equivalent student;
- Number of students enrolled in the IB program by school;
- Number of Miami Beach schools receiving a state accountability grade of A or B;
- Number of attendees by school to City-sponsored/supported cultural activities during school hours and after-school hours;

- Number of City management staff actively participating in School of Business and Technical Arts, School of Creative Arts, and School of Liberal Arts smaller learning academies in advisory board roles;
- Number of grants and amount of funding secured through collaborative efforts to obtain grants supporting youth and public education; and
- Number of students completing a City-sponsored internship.

Safety

Activities:

- The District and City each will designate a Police Department liaison to coordinate security and safety related activities for Miami Beach schools and to explore joint training opportunities for personnel involved with safety issues at all Miami Beach schools.

Key Intended Outcome:

- Improve safety and/perceptions of safety at schools in City.

Measures:

- Parent, student and District perception ratings for school safety.

Technology

Activities:

- To the extent the City maintains a free WiFi network Citywide; the City will provide free WiFi access to support home access throughout the community and will provide access to discounted computer equipment to all residents; helping to reduce the digital divide.
- The District and City will collaborate to identify additional avenues for student access to technology and the District will provide opportunities for technology training at school sites for parent(s)/guardian(s).

Key Intended Outcome:

- Improve youth and parent access to technology.

Measures:

- Number of Miami Beach homes with technology enabling youth to access WiFi; and
- Number of opportunities for technology training at school sites for parent(s)/guardian(s).

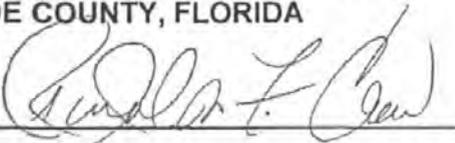
The adoption of this Education Compact between the City of Miami Beach and M-DCPS establishes a pact to continually strive to promote excellence and relevance in education in the City's schools and community at large by joining forces for the greater benefit of both the students and the citizens of Miami Beach.

The City and the District agreed that any more favorable position provided in any other District Education compact will be offered to the City of Miami Beach for consideration.

IN WITNESS WHEREOF, the Parties have caused this Education Compact to be executed in their names by their duly authorized officers and the corporate seals to be affixed all as of the day and year first above written.

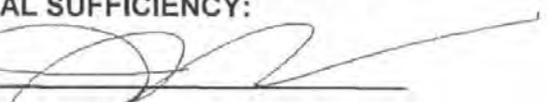
WITNESSETH we have set our hands and seals hereto on this 16th of January, 2008.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

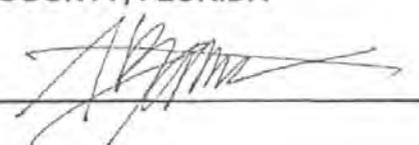
BY: 

Name: Rudolph F. Crew
Title: Superintendent/Designee
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

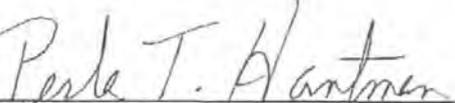
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BY: 

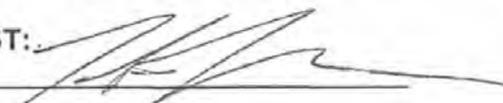
Name: Julie Ann Rico
Title: School Board Attorney

BY: 

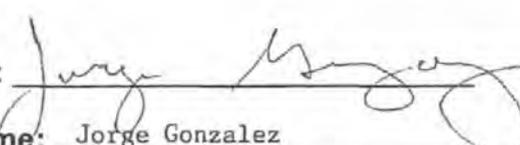
Name: Agustin J. Barrera
Title: Chair, School Board

BY: 

Name: Perla Tabares Hantman
Title: Vice Chair, School Board

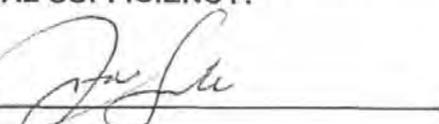
ATTEST: 

CITY OF MIAMI BEACH, FLORIDA

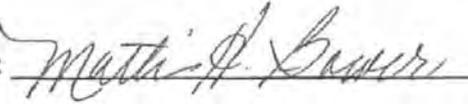
BY: 

Name: Jorge Gonzalez
Title: City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

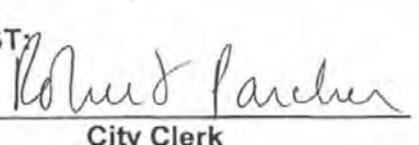
BY: 

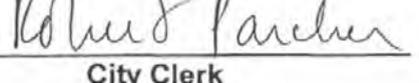
Name: Jose Smith
Title: City Attorney

BY: 

Name: Matti H. Bower
Title: Mayor



ATTEST: 

BY: 
Title: City Clerk



MIAMI BEACH

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OFFICE OF THE CITY MANAGER

COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 20, 2015

SUBJECT: **PARKING METER COLLECTION FEES – SP PLUS REQUEST**

On May 11, 2015, the Mayor and Commission approved Item No. C4E, entitled, "Referral to Finance and Citywide Projects Committee – Parking Meter Collection Fees – SP Plus Request.

BACKGROUND

Parking meter collections services are necessary in order to operate the City's parking meter plant. Under the existing Agreement, SP Plus, a division of Standard Parking Corporation, has provided parking meter collection services to the City's Parking System since May 11, 2011.

On January 14, 2015, the Mayor and Commission directed the Administration to issue a Request for Proposals (RFP) for Parking Meter Collection Services for the City's Parking System and extended the existing Agreement on a month-to-month basis, until an award is approved.

ANALYSIS:

SP Plus has submitted a request (see attached) to increase parking meter collection fees.

CONCLUSION

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


JLM/KGB/SF

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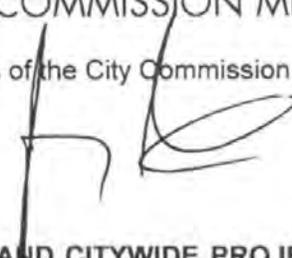


MIAMI BEACH

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: May 6, 2015

SUBJECT: **REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE – PARKING METER COLLECTION FEES – SP PLUS REQUEST**

BACKGROUND

Parking meter collections services are necessary in order to operate the City's parking meter plant. Under the existing Agreement, SP Plus, a division of Standard Parking Corporation, has provided parking meter collection services to the City's Parking System since May 11, 2011.

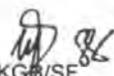
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ANALYSIS:

SP Plus has submitted a request (see attached) to increase parking meter collection fees.

CONCLUSION

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


 JLM/KGB/SF
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MUNICIPAL SERVICES

April 8, 2015

Mr. Saul Frances
Parking Director
City of Miami Beach Parking Department
1755 Meridian Avenue, Suite 200
Miami Beach, Fl. 33139

Ref: Meter collection rate increase request

Dear Saul,

As we've discussed in numerous meetings, we are hereby requesting an increase to our current per meter collection fees due to the decrease in the monthly collections requested by the City. Our adjusted per meter collection rate is \$1.35 per single space meter and \$13.50 per multi-space meters. The increase in our rate will assist us in paying our fixed operational and overhead costs.

Our justification for our requested adjustment is based on the decrease in the projected number of monthly collections that were disclosed in the original RFP (RFP 43- 10/11) document issued in 2012 by the City which we used to develop our per meter collection rate. Those original projections have been substantially decreased as a result of the City's pay-by-phone initiative.

It's our intent to continue to be the City's partner for parking related services during the current RFP process. Feel free to contact me should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chester Escobar'.

Chester Escobar
Regional Manager, South Florida
SP Plus Corp.

INNOVATION OPERATION

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MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

To: Jimmy Morales, City Manager

From: Jonah Wolfson, Commissioner

Date: April 30, 2014

Re: **Commission Agenda Item – Discussion Item**

Please place on the May 6, 2015 Commission Discussion Agenda:

Discussion regarding the term sheet and resolution for the purchase and sale agreement for 226 87th Terrace.

Please feel free to contact my Aide, Brett Cummins at x6437, if you have any questions.

JW

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, APPROVING THE TERM SHEET ATTACHED AND INCORPORATED AS EXHIBIT "A" TO THIS RESOLUTION, AND AUTHORIZING THE CITY ATTORNEY'S OFFICE TO NEGOTIATE A PURCHASE AND SALE AGREEMENT (PSA) BETWEEN THE CITY AND 8701 COLLINS DEVELOPMENT, LLC ("8701") FOR THE SALE OF THE CITY PROPERTY LOCATED AT 226 87 STREET TO 8701 (CITY PARCEL), AND TO DEVELOP BOTH THE CITY PARCEL AND 7925 COLLINS AVENUE (THE "8701 PARCEL") UNDER A UNIFIED DEVELOPMENT PROJECT (THE "PROJECT"); WHICH PSA WILL INCLUDE THE DESIGN, DEVELOPMENT AND CONSTRUCTION OF THE PROJECT, AT 8701'S SOLE COST AND EXPENSE, A MAIN USE PARKING GARAGE, WHICH SHALL INCLUDE (I) COMMERCIAL USES SUCH AS SPA, RESTAURANTS, AND SIMILAR USES; (II) ONE OR MORE LEVELS OF PARKING GARAGE DIRECTLY ABOVE THE FIRST FLOOR, INCLUDING MECHANICAL PARKING ELEMENTS WITH VALET SERVICE; (EXCEPT FOR THE CITY UNIT); (III) APPROXIMATELY 12,000 SQUARE FEET OF RETAIL ON THE FIRST FLOOR; AND (IV) A CITY MUNICIPAL PARKING CONDOMINIUM UNIT (THE "CITY UNIT") OF 75 PARKING SPACES WHICH MAY BE LOCATED IN THE BASEMENT; AND PURSUANT TO SECTION 82-37 OF THE CITY CODE, DIRECTING THE CITY MANAGER TO TRANSMIT THE TERM SHEET AND DRAFT PSA TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE FOR REVIEW PRIOR TO CITY COMMISSION FINAL APPROVAL OF THE PSA; AND THE TERM SHEET AND DRAFT PSA SHALL ALSO BE REVIEWED BY THE PLANNING BOARD AS REQUIRED BY SECTION 1.03(B)(4) OF THE CITY CHARTER.

WHEREAS, 8701 Collins Development, LLC ("8701") is owner of that certain parcel of land located at 7925 Collins Avenue, Miami Beach, Florida (Folio # 02-3202-006-0420), which is approximately 15,312 sq. ft. in size (8701 Parcel); and

WHEREAS, the City of Miami Beach (City) is the owner of that certain parcel of land located at 226 87th Terrace, Miami Beach, Florida (Folio # 02-3202-006-0430), which is approximately 15,313 Sq. Ft. in size (City Parcel); and

WHEREAS, the City's Parcel is north of and adjacent to 8701's Parcel; and together, the Parcels, are herein referred to collectively as the "Property;" and

WHEREAS, the two adjoining parcels are proposed to be developed as a unified development site; and

WHEREAS, the City and 8701 have negotiated a Term Sheet, attached and incorporated as Exhibit "A" hereto, setting forth material business terms, for 8701 to develop and construct a main use parking garage on the Property, hereinafter to be called the "Project", which shall include (i) commercial uses such as spa, restaurants, and similar uses; (ii) one or more levels of parking garage directly above the first floor, including mechanical parking

elements with valet service; (except for the City Unit); (iii) approximately 12,000 square feet of retail on the first floor; and (iv) a City municipal parking condominium unit (the "City Unit") which may be located in the basement. The Project will be subject to a declaration of condominium delineating the City Unit from the rest of the Project; and

WHEREAS, the final cost for developing the City's Unit ("Final Cost"), shall be compared to the appraised value of the City's Parcel, adjusted for inflation. In the event that the Final Cost exceeds the appraised value of the City's Parcel, 8701 shall be solely responsible for any and all overages. In the event that the Final Cost for the City Unit is less than the appraised value of City's Parcel, then 8701 shall promptly pay the City the difference. In no event, however, shall the City be responsible for any additional payment to 8701 for the design, development and construction of the City Unit; and

WHEREAS, the parties have agreed to the attached Term Sheet, which document is attached hereto as Exhibit "A", and is incorporated by reference herein; and

WHEREAS, the Mayor and City Commission hereby approve the attached Term Sheet, and authorize the City Attorney's Office to negotiate a Purchase and Sale Agreement with 8701 based on such terms; with such Purchase and Sale Agreement to be subject to final consideration and approval by the City Commission at a future date; and

WHEREAS, pursuant to Section 82-37, of the City Code, the City Manager is directed to place the Term Sheet and draft PSA, once negotiated on the Finance and Citywide Projects Committee Agenda for review, which review shall occur prior to the City Commission's final approval of the PSA; and

WHEREAS, the Term Sheet and draft PSA shall also be reviewed by the Planning Board as required by section 1.03(b)(4) of the City Charter prior to the City Commission's final approval of the PSA.

NOW THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, to approve the Term Sheet attached and incorporated as Exhibit "A" to this Resolution, and to authorize the City Attorney's Office to negotiate a Purchase and Sale Agreement (PSA) between the City and 8701 Collins Development, LLC ("8701") for the sale of the City property located at 226 87 Street to 8701 (City Parcel), and to develop both the City Parcel and 7925 Collins Avenue (the "8701 Parcel") under a unified development project (the "Project"); which PSA will include the design, development and construction of the Project, at 8701's sole cost and expense, a main use parking garage, which shall include (i) commercial uses such as spa, restaurants, and similar uses; (ii) one or more levels of parking garage directly above the first floor, including mechanical parking elements with valet service; (except for the City Unit); (iii) approximately 12,000 square feet of retail on the first floor; and (iv) a City municipal parking condominium unit (the "City Unit") of 75 parking spaces which may be located in the basement; and pursuant to Section 82-37, of the City Code, directing the City Manager to place the Term Sheet and draft PSA on the Finance and Citywide Projects Committee for review prior to City Commission final approval of the PSA; and the Term Sheet and draft PSA shall also be reviewed by the Planning Board as

required by section 1.03(b)(4) of the City Charter.

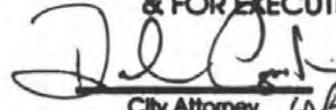
PASSED and ADOPTED this _____ day of May, 2015.

ATTEST:

Philip Levine, Mayor

Rafael E. Granada, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

4-30-15

Date

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Purchase and Sale Agreement - 226 87th Terrace Term Sheet

1. Parties.

The City of Miami Beach (the "City") and 8701 Collins Development, LLC ("8701") intend to enter into a purchase and sale agreement ("PSA") for 8701's purchase of Parcel D (as hereinafter defined) from the City, and for the development of the Property (as hereinafter defined).

2. Property.

- a. 8701 is owner of that certain parcel of land located at 7925 Collins Avenue, Miami Beach, Florida (Folio # 02-3202-006-0420), which is approximately 15,312 sq. ft. in size ("Parcel C").
- b. City is owner of that certain parcel of land located at 226 87th Terrace, Miami Beach, Florida (Folio # 02-3202-006-0430), which is approximately 15,313 Sq. Ft. in size ("Parcel D").
- c. Parcel D is north of and adjacent to Parcel C.
- d. Parcel C and Parcel D are herein referred to collectively as the "Property."

3. Project.

- a. The Property shall be developed and constructed as a main use parking garage, to include (i) commercial uses such as spa, restaurants, and similar uses; (ii) one or more levels of parking garage directly above the first floor, including mechanical parking elements with valet service; (except for the City Unit, as hereinafter defined); (iii) approximately 12,000 square feet of retail on the first floor; and (iv) a City Municipal Parking Condominium Unit (the "City Unit," as further described in subsection 4(b) hereof, which may be located in the basement. Collectively, the uses in (i) – (iv) shall be hereinafter referred to as the "Project". The Project may not provide active "liner" uses on all four (4) street frontages, as is ordinarily required of main use garages.
- b. The Project will be subject to a Declaration of Condominium delineating the City Unit from the rest of the Project. 8701 shall be responsible for all costs and fees (including, without limitation, attorney's fees) related to the preparation of the condominium documents for the City Unit. No later than 90 days after issuance of a temporary certificate of occupancy (TCO) or certificate of occupancy (CO) for the Project,

(whichever occurs first), 8701 will deliver the City Unit, which at a minimum; (i) shall be a separately delineated space from the rest of the garage; (ii) may contain a separate entrance and exit from the rest of the garage; and (iii) shall contain 75 parking spaces for the exclusive use, ownership and control of the City. At this time, the City Unit shall have a separate entrance and exit, and may be located in the basement of the Project, below grade.

4. Key Terms & Provisions.

- a. City will convey fee simple interest in Parcel D to 8701 upon Closing, as defined herein.
- b. 8701 will pay all Closing costs (including, without limitation, the City's outside counsel fees for the transaction).
- c. The Closing will occur within ninety (90) days following satisfaction of the following conditions: (i) the issuance of all necessary final, non-appealable development approvals for the Project; (ii) the City Commission's adoption of the legislative amendments set forth in subparagraph 4(k) hereof; (iii) the City's review and approval of the design and construction plans and specifications for the City Unit and; (iv) the City's review and approval of the estimated total cost (i.e. hard and soft costs) of the City Unit, based on the City approved design and construction plans and specifications; provided, however, that the Closing shall occur no later than one (1) year following execution of the PSA (unless extended by mutual written approval agreement of the parties).
- d. 8701 will be responsible for the design, permitting and construction of the Project. 8701 will design and construct all improvements on the Property; provided, however, that the City shall have review over, and final approval of, the design and construction plans and specifications for the City Unit, to ensure that such Unit is designed to meet the City's needs and standards.
- e. The PSA will describe the City Unit in narrative text and will incorporate, as exhibits to the Agreement, conceptual sketches showing the location and dimensions of the City Unit, all of which shall be subject to the City's prior review and approval pursuant to subsection 4(d) hereof. After the Project receives design review approval, and the City has reviewed and approved the design and construction plans and specifications for the City Unit, and further, as a condition to issuance of a Full Building Permit for the Project, 8701 will provide the City with a legal description showing the exact location and dimensions of the City Unit.
- f. Prior to Closing, 8701 shall deliver, for the City's review and approval, an estimated budget for the total cost (i.e. hard and soft costs) of the City Unit, which budget shall be based upon the City-approved design and construction plans and specifications for the City Unit. At its sole option and discretion, the City may retain a consultant (i.e. such as a professional cost estimator) to verify 8701's total estimated cost, with the cost of the

consultant to be paid for by 8701.

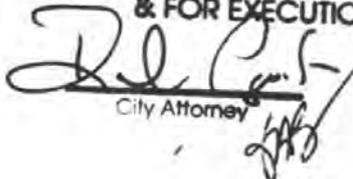
- g. Upon issuance of a TCO or CO for the Project, (whichever comes first), there will be an accounting of the final costs for the City Unit. Such final costs shall include, without limitation, the cost of design, site preparation, environmental assessment and (if necessary), environmental remediation, construction materials, labor, and any and all other costs incurred by 8701, as required herein, to design and construct the City Unit in accordance with the City-approved design and construction plans and specifications (the Final Cost).
- h. Final completion of the Project will occur within three (3) years following the issuance of a Full Building Permit.
- i. The Final Cost, shall be compared to the appraised value of Parcel D of \$[NOTE: APPRAISAL BEING UPDATED] (adjusted for inflation). In the event that the Final Cost exceeds the appraised value of Parcel D (adjusted for inflation), 8701 shall be solely responsible for any and all overages. In the event that the Final Cost for the City Unit is less than the appraised value of Parcel D (adjusted for inflation), then 8701 shall promptly pay the City the difference. In no event, however, shall the City be responsible for any additional payment to 8701 for the design, development and construction of the City Unit.
- j. 8701 and the City will work cooperatively to seek approval of the design and development of the Project. 8701 will be responsible for submitting any required applications for development approvals, with City as co-applicant, if and as necessary, for the Project (i.e., Design Review Board, City Commission, Planning Board, and/or Board of Adjustment approvals), and for securing any and all final, non-appealable development approvals and permits for the Project.
- k. The parties acknowledge and agree that, as a condition to Closing, the City Commission, acting in its regulatory capacity, shall, at its discretion, consider certain legislation to accommodate 8701's proposed development plan and design for the Project. Such legislation include amendments to the City Code to allow certain modifications to regulations pertaining to main use garage, as follows:
 - Establishing new category of main use parking garages, which may not have liner uses on all street frontages, within 250 feet of NSOSP.
 - Maximum residential or commercial use shall not exceed 35% of total floor area of the structure.
 - At all points, parking must be at least 50% of the building, not counting parking required for the retail/residential.
 - All retail/restaurant uses on ground floor have no parking requirements.
 - Maximum height of 75 feet.
 - Front and side street setbacks of 0 feet.
 - Signs for commercial uses in main use parking garages providing at least 75

- public parking spaces apply the CD-2 standards.
- Permitting City identification sign, (see 5(a) hereof).

The City Commission shall have no obligation to adopt any (or all) of the aforesated Code amendments; provided, however, that if the aforesated City amendments are not enacted, then 8701 may, at its discretion, elect to terminate the PSA, without liability to 8701. In the event of such termination, however, 8701 shall be responsible for any attorney's fees incurred by the City with respect to the Project transaction, up to the date of termination.

1. Except as to involuntary transfers (as shall be defined in the PSA and which will include, without limitation, foreclosure transfers and transfers in lieu of foreclosure), 8701 shall not be entitled to assign or transfer its rights under the PSA until after the issuance of a Certificate of Occupancy (CO) for the Project. Any such transferee shall assume all remaining obligations of 8701 under the PSA.
5. Purchase Price and Other Costs.
 - a. In addition to 8701's obligation to fund all the hard and soft costs for design, development, and construction of the City Unit, 8701 shall also install, at its sole cost and expense, a "Welcome to Miami Beach" sign at the northwest corner of the Project, the design of which shall be reviewed and approved by the City. The sign will be part of the City Unit and the City will be responsible for power, maintenance, repair and replacement for the sign.
 - b. Upon approval and execution of the PSA, 8701 shall give a one time non-refundable contribution to the City, in the amount of \$250,000, to be used by the City to establish a capital maintenance and replacement fund for the North Beach Senior Center.
6. Outside Counsel Review.

8701 agrees to reimburse the City for any attorney's fees incurred by the City for outside counsel's review and negotiation of the PSA, and related agreements, which counsel shall be selected and approved by the City Attorney.

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney
4-30-15
Date

F&CWP Pending Items - Commission Referrals

Attachment 1

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
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.
216	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	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.
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	9/2/2015	12/12/14 Item deferred to January. 1/7/15 Item deferred to February 2/2/15 The Committee instructed staff bring this item back showing the potential credits/refunds with the Required City Distribution. 3/2/15 The Committee recommended bringing this item back to the Finance Committee after Administration has re-negotiated the contract terms.
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 2/2/15 Item deferred. 4/8/15 The Committee recommended staff meet with LSM Partners to put together an analysis that would demonstrate if a parking structure should be erected at the Parking Lot P62 and the Private Parking Lot on 42nd Street between Jefferson Street and Meridian.
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
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	2/2/15 Item deferred
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	2/2/15 Item deferred
263	Discussion Regarding The Construction Of A Parking Garage At The 27th Street And Collins Avenue Parking Lot	Parking	February 11, 2015 Commission item C4C	Saul Frances	9/2/2015	3/2/15 The Committee recommended staff involve the Walker Parking Consultants that conducted the study to provide the numbers again, check for accuracy of the study and to bring those results back to the Finance Committee. Mr. Max Sklar was asked to further investigate the valet parking in Municipal Parking Lot No. P55.
267	Discussion Regarding The Audit Committee Recommendations Regarding Fee In Lieu Of Parking	Joy Malakoff	February 25, 2015 Commission Item C4E	James Sutter Carmen Sanchez	8/25/2015	4/8/15 The Committee recommended staff bring to the May Finance Committee meeting a detailed status update on all the fee in lieu of parking accounts that categorizes all payments.
270	Discussion Regarding Valet Parking	Michael Grieco	March 11, 2015 Commission item R9S	Saul Frances Patricia Walker	9/11/2015	4/8/15 The Committee recommended bringing this item back to the Finance Committee with further research and recommendations.

Item #	Title	Referred By	Date Referred	Handled By	Date Expiring per Reso # 2013-28147	Note
272	Discussion Regarding A Resolution Collaborate To Develop An Enhanced Partnership With The Miami-Dade County School Board (School Board) And To Amend The City's Educational Compact To Provide Enhanced Educational Services To The City's Public School Students, By Working Collaboratively On Funding To Prioritize Early Learning Opportunities, Including The Head Start Program; Title 1 VPK; VPK Fee Supported, And Sped Pre-K, By Providing Instructional Support For Extracurricular Or Choice Offerings At City High School And Middle School Grades; By Enhancing The Districts Afterschool Programming, IB Program And EFL Program; And To Provide A Schedule For Accomplishing These Goals	Michael Greco	April 15, 2015 Commission Item R9Q	Leslie Rosenfeld Eve Boutsis	10/15/2015	
273	A DISCUSSION REGARDING A NEW LEASE AGREEMENT BETWEEN THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA) (LANDLORD) AND NEW RESTAURANT (TENANT), IN CONNECTION WITH THE USE OF SUITE NOS 1-3 AT THE ANCHOR SHOPS, LOCATED AT 1555 WASHINGTON AVENUE, MIAMI BEACH, FLORIDA (PREMISES), FOR A TERM OF NINE (9) YEARS AND THREE HUNDRED AND SIXTY FOUR (364) DAYS FROM RENT COMMENCEMENT; AND ALLOWING BY 6/7THS VOTE, PURSUANT TO SECTION 1.03 OF THE MIAMI BEACH CITY CODE, AN ADDITIONAL TWO (2) RENEWAL OPTIONS FOR FIVE (5) YEARS EACH.	Tourism, Culture and Economic Development		Max Sklar	11/1/2015	
274	Discussion Regarding the Parking Meter Collection Fees - SP Plus Request	Parking	May 6, 2015 Commission Item C4E	Saul Frances	11/6/2015	
275	Discussion Regarding A Resolution Approving The Term Sheet Attached And Incorporated As Exhibit "A" To This Resolution, And Authorizing The City Attorney's Office To Negotiate A Purchase And Sale Agreement (PSA) Between The City And 8701 Collins Development, LLC ("8701") For The Sale Of The City Property Located At 226 87 Street To 8701 (City Parcel), And To Develop Both The City Parcel And 7925 Collins Avenue (The "8701 Parcel") Under A Unified Development Project (The "Project"), Which PSA Will Include The Design, Development And Construction Of The Project, At 8701's Sole Cost And Expense, A Main Use Parking Garage, Which Shall Include (I) Commercial Uses Such As Spa, Restaurants, And Similar Uses; (II) One Or More Levels Of Parking Garage Directly Above The First Floor, Including Mechanical Parking Elements With Valet Service; (Except For The City Unit); (III) Approximately 12,000 Square Feet Of Retail On The First Floor; And (IV) A City Municipal Parking Condominium Unit (The "City Unit") Of 75 Parking Spaces Which May Be Located In The Basement; And Pursuant To Section 82-37 Of The City Code, Directing The City Manager To Transmit The Term Sheet And Draft PSA To The Finance And Citywide Projects Committee For Review Prior To City Commission Final Approval Of The PSA; And The Term Sheet And Draft PSA Shall Also Be Reviewed By The Planning Board As Required By Section 1.03(B)(4) Of The City Charter	City Attorney	May 6, 2015 Commission Item R9Q	Raul Aguilu	11/6/2015	