

ITN 2021-153-KB  
ACTIVATION OF THE LUMMUS PARK SPOIL AREA

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## SECTION 0100      INSTRUCTIONS TO PROPOSERS

**1. GENERAL.** This Invitation to Negotiate (ITN) is issued by the City of Miami Beach, Florida (the “City”), as the means for prospective Proposers to submit their qualifications, proposed scopes of work, and cost proposals (the “proposal”) to the City for the City’s consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the proposers and, subsequently, the successful proposer(s) (the “contractor[s]”) if this ITN results in an award.

The City utilizes Periscope S2G (formally known as BidSync) ([www.periscopeholdings.com](http://www.periscopeholdings.com) or [www.bidsync.com](http://www.bidsync.com)) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITN. Any prospective proposer who has received this ITN by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this ITN. Failure to receive an addendum may result in disqualification of proposal submitted.

### **2. PURPOSE.**

The City of Miami Beach is interested in seeking sophisticated, family-friendly options for activating the Lummus Park spoil area (see Figure 1). The spoil area is defined as the sandy space between the coral wall abutting the Park’s serpentine walkway and the protective sand dunes. Specifically, the City seeks to activate the areas currently identified as low use or infrequent use, shaded in Figure 1 as green and yellow, respectively. The existing high use areas (shaded in Figure 1 in red) currently contain permanent activations and, thus, the City is not seeking to further activate high use areas at this time.

Figure 1. Lummus Park Spoil Area.



The 26-acre Lummus Park is part of the Art Deco Cultural District. The area is one of the most recognizable locations in Florida, having been featured in fashion editorials, magazines, film shoots and television series. Lummus Park is a beachfront park located in South Beach, east of Ocean Drive, from 5th to 14<sup>th</sup> Place. Lummus Park is one of the most popular destinations in Miami Beach. The Park is a lively and dynamic gathering place hosting a myriad of visitors, as well as many events each year.

The Park already features popular recreational amenities including the serpentine walkway, sand volleyball courts, a children's playground, Muscle Beach South Beach, and the beach itself. Culturally significant amenities include the Art Deco Welcome Center, iconic lifeguard stations, the Miami Beach thermometer, and a signature park sign on Ocean Drive. The Park also supports life safety and other essential services for the beaches.

In addition, throughout the year, Lummus Park is home to signature special events such as the South Beach Food and Wine Festival, Miami Beach Pride, the Air & Sea Show, and the South Beach Seafood Festival, among others. Under a separate competitive solicitation, the Park may also host an artisanal market on weekends and some holidays, contained within the greenspace portions of the Park.

**The intent of this solicitation is to activate under-utilized spaces in the spoil area (indicated in Figure 1 with green or yellow shading) without impacting existing programming and amenities.**

The City envisions activations that create sophisticated, family-friendly experiences, highlighting the energy, history, and culture of Miami Beach and Ocean Drive. Activation(s) should further enhance Miami Beach's reputation as one of the nation's top cultural tourism destinations with internationally acclaimed cultural institutions, parks, and beaches. Inspiration for proposed activation(s) should be gleaned from other sophisticated, family friendly, culturally infused destinations, such as:

- Bryant Park, New York City, New York
- Central Park, New York City, New York
- Discovery Green, Houston, Texas
- Hyde Park, London, United Kingdom
- Millennium Park, Chicago, Illinois
- Odori Park, Sapporo, Japan

**2.1 Permitted Activation(s).** Some proposed uses in Lummus Park, including the erection of permanent structures, private commercial advertising, and private commercial uses of the Park, will be subject to compliance with Article 7 of the Miami Dade County Charter, entitled "Parks, Aquatic Preserves, and Preservation Lands." The City anticipates that the "Permitted Activations" described below would fall within the scope of permitted park uses under the County Charter. **However, the City makes no warranty or representation as to whether a proposed use(s) submitted by a proposer in response to the ITN complies with Article 7 of the County Charter, and it shall be the proposer's sole responsibility and due diligence to make itself familiar with the provisions of Article 7 of the County Charter to determine whether its proposed activation(s) comply with such Article.**

Proposals that the City determines are not compliant with Article 7 of the County Charter may be deemed non-responsive. A copy of Article 7 of the Miami-Dade County Charter is attached incorporated in this ITN under Appendix A, Special Conditions. **Activations are limited to those that are not anticipated to require a voter referendum under the County Charter, and may**, include, but not be limited to, the following experiences:

- Band Shell containing less than 1000 spectator seats
- Art Deco-styled playground facilities
- Art exhibits of a temporary nature which do not require the erection of temporary structures
- Performing arts, concerts, cultural and historic exhibitions, none of which require the erection of permanent structures
- Fitness and non-spectator recreational programming

- Miniature golf course
- Fountains, gardens, and installation of works of art
- Roller skating
- Temporary fairs, which may include a carousel or ferris wheel. A proposal that contemplates the installation of permanent carousel or ferris wheel may require referendum, and such activations will receive additional scrutiny with regard to quality and sophistication of the proposal (i.e. the proposed carousel or ferris wheel cannot be of carnival-type quality, and should be of the highest quality, with cultural significance and/or sophistication consistent with a first class city like Miami Beach).
- Permitted activations may have ancillary food and beverage concessions, with café-style seating, so long as such concession facilities are not in excess of 1500 square feet of enclosed space
- Simulcasting of cultural and/or artistic performances
- Movies in the park
- Conservation, environment, and resiliency focused activities which may include small nature centers with not more than one classroom

**2.2 Unpermitted Activation(s).** Proposed activations **may not** include:

- Carnival-like games of chance or skill
- Carnival-like entertainment (e.g., face painting, balloon art, etc.)
- Inflatable bounce houses or games
- Mechanical amusement rides (e.g., roller coasters, etc.)
- Petting zoos or similar activities
- Table activations

The City may negotiate with one or more proposers that, in its sole discretion, offer the most sophisticated, family-friendly options for activating the Lummus Park spoil area. Further, the City may consider the term of contract it deems to be in the City's best interest, including but not limited to a pilot period of one year or less.

**3. ANTICIPATED ITN TIMETABLE.** The tentative schedule for this solicitation is as follows:

<b>ITN Issued</b>	April 21, 2021
<b>Pre-Proposal Meeting</b>	May 5, 2021 at 10:00am EST To be held via conference call ONLY: (1) Dial the <b>TELEPHONE NUMBER:</b> +1 786-636-1480 (2) Enter the <b>CONFERENCE ID:</b> 517 726 590#
<b>Deadline for Receipt of Questions</b>	June 1, 2021 at 5:00pm EST
<b>Responses Due</b>	June 11, 2021 at 3:00pm EST Bid Opening to be held publicly via conference call ONLY: (1) Dial the <b>TELEPHONE NUMBER:</b> +1 786-636-1480 (2) Enter the <b>CONFERENCE ID:</b> 352 624 41#
<b>Evaluation Committee Review</b>	June 2021
<b>Tentative Commission Approval</b>	July 2021
<b>Contract Negotiations</b>	Following Commission Approval

**4. PROCUREMENT CONTACT.** Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:  
Kristy Bada

Telephone:  
305-673-7000 x26218

Email:  
kristybada@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: [RafaelGranado@miamibeachfl.gov](mailto:RafaelGranado@miamibeachfl.gov); or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

**5. PRE-PROPOSAL MEETING OR SITE VISIT(S).** Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting **shall be via telephone** and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

(1) Dial the **TELEPHONE NUMBER**: +1 786-636-1480

(2) Enter the **MEETING NUMBER**: 517 726 590#

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

**6. PRE-PROPOSAL INTERPRETATIONS.** Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective proposer who has received this ITN by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to this ITN. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated ITN Timetable** section.

**7. CONE OF SILENCE.** This ITN is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at [rafaelgranado@miamibeachfl.gov](mailto:rafaelgranado@miamibeachfl.gov)

**8. ADDITIONAL INFORMATION OR CLARIFICATION.** After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

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

**10. DETERMINATION OF AWARD.** The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation

committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

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

The City Manager may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

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

**12. E-VERIFY.** As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

**13. INSURANCE.** The selected proposer shall be required to maintain the insurance coverages deemed necessary by the City's Risk Management Division prior to awarding the contract and for the duration of the contract. Required coverages will vary depending on the activation proposed. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract. At a minimum, it is anticipated that the following requirements shall apply.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the Vendor be exempt from this Statute, the Vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

- D. Umbrella Liability Insurance in an amount no less than \$4,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.
- E. Liquor Liability Insurance (as applicable) on an occurrence basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence.

**Additional Insured** - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

**Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

**Waiver of Subrogation** – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

**Acceptability of Insurers** – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

**Verification of Coverage** – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**CERTIFICATE HOLDER MUST READ:**

CITY OF MIAMI BEACH  
c/o EXIGIS Insurance Compliance Services  
P.O. Box 4668 – ECM #35050  
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

[Certificates-miamibeach@riskworks.com](mailto:Certificates-miamibeach@riskworks.com)

**Special Risks or Circumstances** - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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



**SECTION 0200**

**GENERAL CONDITIONS**

**TERMS & CONDITIONS –SERVICES.** By virtue of submitting a proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (version dated April 13, 2020), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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**SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT**

**1. ELECTRONIC RESPONSES (ONLY).** Proposals must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for proposal submittals. The City will only consider the latest version of the bid.

Electronic proposal submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only proposal submittals received, and time stamped by Periscope S2G (formerly BidSync) prior to the proposal submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or [S2G@periscopeholdings.com](mailto:S2G@periscopeholdings.com). The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

**It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for proposal submittals.**

**2. NON-RESPONSIVENESS.** Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire
2. Revenue Proposal (Tab 5).

**3. OMITTED OR ADDITIONAL INFORMATION.** Failure to include the Bid Submittal Questionnaire (completed and submitted electronically) and the Revenue Proposal shall render a proposal non-responsive. Non-Responsive proposals will not be considered. With the exception of the Bid Submittal Questionnaire (completed and submitted electronically) and the Revenue Proposal, the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

**4. ELECTRONIC PROPOSAL FORMAT.** In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

TAB 1	Cover Letter
<b>1.1 Cover Letter and Table of Contents.</b> The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.	

<b>TAB 2</b>	<b>Experience &amp; Qualifications</b>
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2.1 Qualifications of Proposing Firm. Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principals in providing scope of services similar to those proposed (as identified in this solicitation). For each past project that proposer submits as evidence of experience, include project name, client, client's representative and contact information, project descriptions, visuals (photos and/or videos), marketing materials, examples of press and social media engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. For each individual identified in the organizational chart, include relevant experience and other pertinent information that documents the individual's experience to successfully perform the role he/she has been assigned.

<b>TAB 3</b>	<b>Proposed Concept</b>
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Submit detailed information on the concept proposed. Include how the concept complies with the goal of this solicitation for sophisticated family-friendly activations, the proposed location, size of area required, conceptual renderings, implementation schedule and proposed activations dates (if concept is temporary).

<b>TAB 4</b>	<b>Approach and Methodology</b>
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Submit detailed information on how Proposer plans to accomplish successful implementation and operation of the proposed concept, including, at a minimum, detailed information on the following:

- proposed business and operational plans;
- proposed management structure and plan to oversee implementation of activation(s), community engagement, safety/security, set-up/clean-up;
- compliance with Article 7 of the Miami Dade County Charter, entitled "Parks, Aquatic Preserves, and Preservation Lands;"
- proposed marketing plan outlining how proposer plans to engage residents and visitors.

<b>TAB 5</b>	<b>Financial Proposal</b>
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Submit detailed financial proposals that includes project budget, anticipated revenues, and expenses. Clearly articulate if the proposal contemplates a cost sharing or revenue sharing arrangement with the City. In either case, submit detailed information on the anticipated cost sharing or revenue sharing agreement for the term of the activation.

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**SECTION 0400****PROPOSAL EVALUATION**

**1. EVALUATION OF PROPOSALS.** All responsive proposals will be evaluated in accordance with this section. If more than one proposal is received, the City Manager may appoint an Evaluation Committee to consider and provide feedback on the qualitative factors of each proposal. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the ITN, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. In the evaluation of proposals, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. Failure to provide the requested information within the time prescribed may result in the disqualification of proposal.

**2. EVALUATION CRITERIA.** The Evaluation Committee shall evaluate all proposals in accordance with the evaluation criteria established below. The Evaluation Committee shall act solely in an advisory capacity to the City Manager. The results of the Evaluation Committee process do not constitute an award recommendation. The City Manager may utilize, but is not bound by, the results of the Evaluation Committee process, as well as consider any feedback or information provided by staff, consultants or any other third-party in developing an award recommendation in accordance with Section 0100, Sub-section 10. In its review of proposals received, the Evaluation Committee may review and score all proposals, with or without conducting interview sessions, in accordance with the following criteria. The Procurement Department will assign points for Veteran's Preference, pursuant to Ordinance No. 2011-3748, as applicable.

Evaluation Criteria	Maximum Points
Experience and Qualifications	25
Proposed Concept	30
Approach and Methodology	20
Financial Proposal	25
<b>SUB-TOTAL AVAILABLE POINTS</b>	<b>100</b>
Veteran's Preference Points	5
<b>TOTAL AVAILABLE POINTS</b>	<b>105</b>

**3. EVALUATION COMMITTEE RANKING.** The sum of evaluation committee scores will be converted to rankings in accordance with the example below.

		Proposer A	Proposer B	Proposer C
<b>Committee Member 1</b>	Evaluation Criteria Points	82	76	80
	Rank	1	3	2
<b>Committee Member 2</b>	Evaluation Criteria Points	79	85	72
	Rank	2	1	3
<b>Committee Member 2</b>	Evaluation Criteria Points	80	74	66
	Rank	1	2	3
<b>Low Aggregate Score</b>		<b>4</b>	<b>6</b>	<b>8</b>
<b>Final Ranking*</b>		<b>1</b>	<b>2</b>	<b>3</b>

DRAFT

## APPENDIX A

# MIAMI BEACH

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## Special Conditions

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2021-153-KB  
ACTIVATION OF THE LUMMUS PARK  
SPOIL AREA

**All Proposals must comply with Article 7 of the Miami-Dade County Charter, entitled “Parks, Aquatic Preserves, and Preservation Lands.” Proposals that the City determines do not comply with Article 7 of the County Charter may be deemed non-responsive and, if so, shall be deemed disqualified and receive no further consideration.**

## ARTICLE 7. - PARKS, AQUATIC PRESERVES, AND PRESERVATION LANDS

**Note—** This Article does not apply to municipal property in Coral Gables, Hialeah, Hialeah Gardens, Miami, Sweetwater and West Miami. See Section 7.04.

### SECTION 7.01. - POLICY.

Parks, aquatic preserves, and lands acquired by the County for preservation shall be held in trust for the education, pleasure, and recreation of the public and they shall be used and maintained in a manner which will leave them unimpaired for the enjoyment of future generations as a part of the public's irreplaceable heritage. They shall be protected from commercial development and exploitation and their natural landscape, flora and fauna, and scenic beauties shall be preserved. In lands acquired by the County for preservation and in parks along the Ocean or the Bay the public's access to and view of the water shall not be obstructed or impaired by buildings or other structures or concessions which are in excess of 1,500 square feet each. Adequate maintenance shall be provided.

### SECTION 7.02. - RESTRICTIONS AND EXCEPTIONS.

In furtherance of this policy parks shall be used for public park purposes only, and subject to the limited exceptions set forth in this Article, there shall be no permanent structures or private commercial advertising erected in a public park or private commercial use of a public park or renewals, expansions, or extensions of existing leases, licenses, or concessions to private parties of public park property, unless each such structure, lease, license, renewal, expansion, extension, concession or use shall be approved by a majority vote of the voters in a County-wide referendum. Nothing in this Article shall prevent any contract with federally tax-exempt not-for-profit youth, adult, and senior cultural, conservation and parks and recreation program providers. To ensure aquatic preserves, lands acquired by the County for preservation, and public parks or parts thereof which are nature preserves, beaches, natural forest areas, historic or archeological areas, or otherwise possess unique natural values in their present state, such as Matheson Hammock, Greynolds Park, Redlands Fruit and Spice Park, Castellow Hammock, Crandon Park, Trail Glades Park, Deering Estate Park, Pine Shore Park, Old Cutler Hammock, Chapman Field, Tamiami Pinelands, Wainright Park, Larry and Penny Thompson Park, Whispering Pines Hammock, Mangrove Preserve, Owaissa Bauer Park, Fuchs Hammock, Black Point Marina, Simpson Park, Sewell Park, Barnes Park, Virginia Key, mangrove preserves, and all other natural or historical resource based parks do not lose their natural or historical values, any structure, lease, license, renewal, extension, concession or use in any of this class of public parks or in aquatic preserves and preservation lands must be approved by an affirmative vote of two-thirds of the voters in a County-wide referendum. No park shall be designed to be used beyond its appropriate carrying capacity and to the extent required by law all parks and facilities and permitted special events and concessions operating in the parks shall be fully accessible to persons with disabilities. Nothing in this Article shall prevent the maintenance of existing facilities, the maintenance, operation, and renovation of existing golf course and marina restaurants at their existing square footage by government agencies or private operators, provided such private operators are chosen as a result of competitive selection and their initial contract terms are limited to no more than ten years, or the construction, operation, maintenance, and repair by government agencies or private operators of or issuance of temporary permits for the following, provided that there be no adverse impact to natural resources on lands acquired or designated for preservation by the Board of County Commissioners:

- A. Appropriate access roads, bridges, fences, lighting, flag poles, entrance features, picnic shelters, tables, grills, benches, irrigation systems, walls, erosion control devices, utilities, trash removal, parking and security and fire facilities for the primary use of the park system;
- B. Food and concession facilities each not in excess of 1,500 square feet of enclosed space, with any complementary outdoor or covered areas needed to service park patrons;

- C. User-participation non-spectator recreation and, playground facilities, golf courses and golf-course related facilities, and bandstands and band shells containing less than 1,000 spectator seats and athletic facilities, sports fields and arenas containing less than 3,000 spectator seats;
- D. Facilities for marinas, sightseeing and fishing boats, visiting military vessels, and fishing;
- E. Park signage and appropriate plaques and monuments;
- F. Rest rooms;
- G. Fountains, gardens, and works of art;
- H. Park service facilities, senior, day care and preschool facilities, small nature centers with not more than one classroom;
- I. Film permits, temporary fairs, art exhibits, performing arts, concerts, cultural and historic exhibitions, regattas, athletic contests and tournaments, none of which require the erection of permanent structures;
- J. Advertising in connection with sponsorship of events or facilities in the park, provided however all such facilities and uses are compatible with the particular park and are scheduled so that such events do not unreasonably impair the public use of the park or damage the park;
- K. Programming partnerships with qualified federally tax exempt not-for-profit youth, adult, and senior cultural, conservation, and parks and recreation program providers;
- L. Agreements with cable, internet, telephone, electric or similar service providers or utilities, so long as any installations are underground or do not adversely impact natural resources, or parks facilities and uses;
- M. Campgrounds and limited overnight camping accommodations in cabins/lodges only for park patrons at Camp Matecumbe; and
- N. Miami-Dade County Public Library System facilities providing library services to the public so long as such library facilities are established within recreation facilities, are compatible within the surrounding park and do not unreasonably impair the public use of the park.

No park facilities, golf courses, or County lands acquired for preservation shall be converted to or used for non-park offices, purposes, or uses. The County, the municipalities, and agencies or groups receiving any public funding shall not expend any public money or provide any publicly funded services in kind to any project which does not comply with this Article. No building permit or certificate of occupancy shall be issued for any structure in violation of this Article. The restrictions applying to parks in this Article shall not apply to the Dade County Youth Fair site at Tamiami Park and to any expansion of Florida International University onto no more than 64 acres therein upon the relocation of the Miami-Dade County Fair & Exposition, Inc. No County funds shall be used for the University's expansion and for the required relocation of the Miami-Dade County Fair & Exposition, Inc. The restrictions applying to parks in this Article shall also not apply to Metro Zoo, Tamiami Stadium, Haulover Fishing Pier, the Dade County Auditorium, the Museum of Science, the Gold Coast Railroad Museum, Vizcaya Museum and Gardens, Trail Glade Range, the Orange Bowl, the Commodore Ralph Munroe Marine Stadium, the Seaquarium, Curtis Park track and stadium, Fairchild Tropical Gardens, the Miami-Dade County Regional Soccer Park on NW 58th Street, and mini and neighborhood parks except that no mini or neighborhood park may be leased or disposed of unless a majority of the residents residing in voting precincts any part of which is within 1 mile of the park authorize such sale or lease by majority vote in an election.



#### SECTION 7.03. - ENFORCEMENT AND CONSTRUCTION.

All elections required by this Article shall be held either in conjunction with state primary or general elections or as part of bond issue elections. The provisions of this Article may be enforced by a citizen alleging a violation of this Article filed in the Dade County Circuit Court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover costs as fixed by the Court. The provisions of this Article shall be liberally construed in favor of the preservation of all park lands, aquatic preserves, and preservation lands. If any provision of this Article shall be declared invalid it shall not affect the validity of the remaining provisions of this Article. This Article shall not be construed to illegally impair any previously existing valid written contractual commitments or bids or bonded indebtedness.

#### SECTION 7.04. - JURISDICTION.

Except as otherwise provided herein the provisions of this Article shall apply to all County and municipal parks, aquatic preserves, and lands acquired by the County for preservation now in existence or hereafter acquired, provided that if this Article was not favorably voted upon by a majority of the voters voting in any municipality at the time of the adoption of this Article the municipal parks of such municipality shall be excluded from the provisions of this Article.