

# MIAMI BEACH

## Finance and Citywide Projects Committee Meeting

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

February 23, 2018 - 12:00 PM

Commissioner Ricky Arriola, Chair

Commissioner Mark Samuelian, Vice-Chair

Commissioner Micky Steinberg, Member

Commissioner John Elizabeth Aleman, Alternate

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## **OLD BUSINESS**

1. **DISCUSSION REGARDING AN AMENDMENT NO. 1 TO LEASE AGREEMENT BETWEEN THE CITY ("LESSOR") AND MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC. ("LESSEE") INVOLVING AN EXTENSION TO THE CITY'S LEASE AGREEMENTS FOR AFFORDABLE ELDERLY HOUSING AT COUNCIL TOWERS SOUTH, LOCATED AT 533 COLLINS AVENUE, AND COUNCIL TOWERS NORTH, LOCATED AT 1040 COLLINS AVENUE, FOR A PERIOD OF FIFTY (50) YEARS, COMMENCING JULY 9, 2026 AND ENDING JULY 8, 2076.**  
October 18, 2017 - C4 H  
Sponsored by Commissioner Arriola  
Tourism, Culture, and Economic Development
2. **DISCUSSION REGARDING CONSIDERING THE IMPLEMENTATION OF A STUDENT LOAN REDUCTION PROGRAM FOR CITY EMPLOYEES, TO HELP PAY OFF THEIR STUDENT DEBT FASTER**  
July 26, 2017 - C4 I  
Sponsored by Commissioner Rosen Gonzalez  
Human Resources
3. **DISCUSSION ON CITY PRIORITIZATION AND FUNDING TO IMPLEMENT CROSSWALKS AND SIGNALIZATION AT COLLINS AVENUE AT 79TH STREET AND AT 83RD STREET**  
December 13, 2017 - C4 S  
Sponsored by Vice-Mayor Alemán  
Transportation
4. **DISCUSSION REGARDING THE ORCHARD PARK NEIGHBORHOOD TEMPORARY PUMPS**  
January 17, 2018 - R9 D  
Sponsored by Vice-Mayor Alemán  
Public Works
5. **DISCUSSION REGARDING THE USE OF TEMPORARY PORTABLE PUMPS AND GENERATORS FOR THE PURPOSE OF MITIGATING FLOODING OF CITY STREETS**  
January 17, 2018 - R9 E  
Public Works
6. **DISCUSSION REGARDING THE NORTH BEACH TOWN CENTER REDEVELOPMENT PROPOSAL, INVOLVING CITY-OWNED PARKING LOTS, MADE BY NORTH BEACH TOWN CENTER DEVELOPMENT, LLC, AN AFFILIATE OF PACIFIC STAR CAPITAL, LLC**  
May 17, 2017 - C4 C

Sponsored by Commissioner Arriola  
Tourism, Culture, and Economic Development

**Supplemental updated on 2/21/18.**

7. **DISCUSSION REGARDING SUSTAINABLE FUNDING SOURCES FOR EDUCATIONAL ENHANCEMENTS IN MIAMI BEACH PUBLIC SCHOOLS**

March 1, 2017 - R9 F

Sponsored by Vice-Mayor Alemán  
Organizational Development Performance Initiatives

8. **DISCUSSION REGARDING THE FEES CHARGED TO DEVELOPERS TO APPEAR BEFORE THE CITY'S LAND USE BOARDS**

April 26, 2017 - C4 F

Sponsored by Vice-Mayor Alemán  
Planning

9. **UPDATE ON ENERGOV PERMITTING SYSTEM**

April 26, 2017 - C7 M

Information Technology

10. **DISCUSSION REGARDING G.O. BOND**

January 17, 2018 - R9 J

Sponsored by Commissioner Arriola  
Finance

11. **DISCUSSION OF BUS SHELTER DESIGN CONCEPTS**

December 13, 2017 - C4 U

Transportation

12. **DISCUSSION REGARDING THE 72ND STREET PARKING AND PARK COMPLEX**

January 17, 2018 - C4 D

Sponsored by Vice-Mayor Alemán  
Office of Capital Improvement Projects

13. **DISCUSSION TO CONSIDER REVISING THE "SPECIAL EVENT REQUIREMENTS AND GUIDELINES", BY AMENDING THE FOLLOWING SECTIONS: "MINIMUM REQUIREMENTS," "EXTERNAL REVIEW PROCEDURE," "BOOKING POLICY," "USE OF PUBLIC PROPERTY," "SPECIAL EVENT FEE SCHEDULE, AND "SPECIAL EVENT CLASS MATRIX", HEREBY PERMITTING AND RESTRICTING FURTHER USES ON PUBLIC PROPERTY AND RECONCILING SPECIAL EVENT FEES TO MATCH RECENT**

October 18, 2017 - C4 F

Tourism, Culture, and Economic Development

**NEW BUSINESS**

14. **DISCUSSION REGARDING THE IMPLEMENTATION OF ADDITIONAL PEDESTRIAN SECURITY MEASURES CITYWIDE**

February 14, 2018 - C4 U

Police/Property Management

15. **DISCUSSION REGARDING POTENTIAL SHORT TERM PUBLIC SAFETY ENHANCEMENTS SUCH AS HIGH-INTENSITY LIGHTING ON COLLINS COURT**

February 14, 2018 - R9 V

Sponsored by Commissioner Samuelian  
Police

16. **DISCUSSION REGARDING THE CREATION OF A NIGHT MANAGER POSITION**



February 14, 2018- C4 T

Office of the City Manager/Police

17. **DISCUSSION REGARDING THE ADDITIONAL FUNDING NEEDED FOR THE PARKING ACCESS/REVENUE CONTROL SYSTEM (PARCS) EQUIPMENT FOR THE MIAMI BEACH CONVENTION CENTER GARAGE - PROJECT NUMBER 21618**

February 14, 2018 - C4 P

Parking

18. **DISCUSSION REGARDING THE STRUCTURAL DEFICIENCIES IDENTIFIED AT THE FILLMORE AND THE 17 STREET GARAGE THROUGH THE FORTY-YEAR CERTIFICATION PROCESS**

February 14, 2018 - C4 K

Property Management

19. **DISCUSSION REGARDING CAPITAL APPROPRIATIONS FOR RENOVATIONS AT THE PUBLIC WORKS FACILITY, CIP DEPARTMENT, AND MIAMI CITY BALLET**

February 14, 2018 - C4 Q

Property Management

20. **DISCUSSION REGARDING THE CONTINUED RENTAL OF THE WAREHOUSE CURRENTLY OCCUPIED BY THE SPECTRATEAM DURING THE CONVENTION CENTER RENOVATION**

February 14, 2018 - C4 N

Property Management

21. **DISCUSSION TO CONSIDER BUDGET AMENDMENTS FOR PREVIOUSLY APPROPRIATED WATER AND SEWER AND STORMWATER PROJECTS AGAINST THE LINE OF CREDIT**

February 14, 2018 - C4 S

Public Works

22. **DISCUSSION ON REQUIRING SUSTAINABILITY STANDARDS SIMILAR TO LEED FOR RETROFITS IN CITY-OWNED PROPERTIES**

February 14, 2018 - C4 W

Environment & Sustainability

23. **DISCUSSION TO CONSIDER FUTURE APPROPRIATIONS AND ENCUMBRANCES FOR ABOVE GROUND WORK ASSOCIATED WITH NEIGHBORHOOD PROJECTS IN ANTICIPATION OF GENERAL OBLIGATION (G.O. ) BOND FUNDS**

February 14, 2018 - C4 O

Public Works

24. **DISCUSSION REGARDING THE COMMUNITY PARK (FKA) PAR 3 PROJECT**

January 17, 2018 - C4 B

Capital Improvement Projects

25. **DISCUSSION REGARDING SIMPLIFYING THE SIDEWALK CAFÉ APPLICATION PROCESS FOR BUSINESSES IN NORTH BEACH AND WASHINGTON AVENUE**

February 14, 2018 - C4 AE

Sponsored by Commissioner Arriola

Public Works

26. **DISCUSSION TO CONSIDER AN INCENTIVE PROGRAM FOR NORTH BEACH RESTAURANTS TO ACTIVATE THE SIDEWALKS BY ASSISTING THEM IN OBTAINING A SIDEWALK CAFÉ PERMIT TO ALLOW UP TO TWO TABLES AND FOUR CHAIRS TO BE PLACED IN THE CITY'S RIGHT OF WAY**

February 14, 2018 - C4 M

Sponsored by Vice-Mayor Alemán

Public Works

**Supplemental updated on 2/21/18.**

27. **DISCUSSION REGARDING CABLERUNNER AND ITS TECHNOLOGY**  
February 14, 2018 - C4 V  
Sponsored by Vice-Mayor Alemán  
Public Works
28. **DISCUSSION REGARDING CREATING A DEDICATED SOCCER FIELD AT BISCAYNE ELEMENTARY SCHOOL**  
January 17, 2018 - R9 H  
Sponsored by Vice-Mayor Alemán  
Organizational Development
29. **DISCUSSION REGARDING DELAYING THE GRANT EXECUTION FOR THE OUTDOOR CAFÉ AT THE BASS MUSEUM OF ART**  
February 14, 2018 - C4 Z  
Tourism, Culture, and Economic Development
30. **DISCUSSION REGARDING FUNDING FOR CULTURAL PROGRAMMING DURING MEMORIAL DAY WEEKEND**  
February 14, 2018 - R9 Y  
Sponsored by Commissioner Arriola  
Tourism, Culture and Economic Development
31. **DISCUSSION REGARDING RECOMMENDATIONS OF THE BLUE RIBBON EMERGENCY RESPONSE COMMITTEE**  
February 14, 2018 - R9 J  
Sponsored by Commissioner Steinberg  
Office of the City Manager
32. **DISCUSS REGARDING INCLUDING A COMPETITION-SIZED SWIMMING POOL WITHIN THE 72<sup>ND</sup> STREET MIXED USE PROJECT**  
February 14, 2018 - C4 X  
Sponsored by Vice-Mayor Alemán  
CIP
33. **DISCUSSION REGARDING MAURICE GIBB MEMORIAL PARK'S BUDGET AND DESIGN SCOPE**  
February 14, 2018 - C4 AA  
Sponsored by Commissioner Arriola  
Capital Improvement Projects
34. **DISCUSSION REGARDING THE CITY'S GROWING YOUTH BASEBALL PROGRAM MANAGED BY DANNY BERRY'S BASEBALL CAMP, INC. AND WAIVER OF BID TO CONTINUE THE CURRENT YOUTH BASEBALL PROGRAM**  
February 14, 2018 - C4 C  
Parks and Recreation
35. **DISCUSSION REGARDING USES OF ADDITIONAL RDA AMENDMENT FUNDING PENDING MIAMI-DADE COUNTY APPROVAL**  
December 13, 2017 - RDA 2 and R7 B  
Office of Budget and Performance Improvement
36. **DISCUSSION REGARDING SPONSORING THE 2019 MIAMI BEACH FIT FEST IN NORTH BEACH AND WAIVING ALL ASSOCIATED PERMIT FEES**  
February 14, 2018 - C4 Y  
Sponsored by Commissioner Arriola and Commissioner Góngora

Tourism, Culture, and Economic Development

37. **DISCUSSION REGARDING THE FILM INCENTIVE GUIDELINES AND CRITERIAAS RATIFIED BY THE PRODUCTION INDUSTRY COUNCIL**

February 14, 2018 - C4 L

Tourism, Culture, and Economic Development

## **DEFERRED ITEMS**

38. **DISCUSSION REGARDING AWATERLESS CAR WASH RFP AT GARAGES**

October 18, 2017 - C4 E

Parking

**Status: Deferred to the May 18, 2018 FCWPC meeting to report on success of the pilot program.**

39. **DISCUSSION REGARDING THE COSTS RELATED TO HAVING MIAMI BEACH COMMIT TO ENSURING THAT ALL GOVERNMENT BUILDINGS WILL BE POWERED BY 100% RENEWABLE ELECTRICITY**

May 17, 2017 - R9 AB

Sponsored by Commissioner Rosen Gonzalez

Environment & Sustainability/Property Management

**Status: Deferred to the April 20, 2018 FCWPC meeting, pending direction from the Sustainability and Resiliency Committee.**

40. **DISCUSSION REGARDING THE TRACKING OF TOTAL SHORT TERM RENTAL VIOLATIONS IMPOSED AGAINST PROPERTY OWNERS**

October 31, 2017- C4 A

Sponsored by Vice-Mayor Alemán

Finance/Code Compliance

**Status: Deferred to the June 29, 2018 FCWPC meeting, pending report.**

41. **DISCUSSION REGARDING FUTURE STORMS' DEBRIS REMOVAL SITE**

Public Works

**Status: Deferred to the March 13, 2018 FCWPC meeting, per staff's request.**

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING AN AMENDMENT NO. 1 TO LEASE AGREEMENT BETWEEN THE CITY (“LESSOR”) AND MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC. (“LESSEE”) INVOLVING AN EXTENSION TO THE CITY’S LEASE AGREEMENTS FOR AFFORDABLE ELDERLY HOUSING AT COUNCIL TOWERS SOUTH, LOCATED AT 533 COLLINS AVENUE, AND COUNCIL TOWERS NORTH, LOCATED AT 1040 COLLINS AVENUE, FOR A PERIOD OF FIFTY (50) YEARS, COMMENCING JULY 9, 2026 AND ENDING JULY 8, 2076.**

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### **HISTORY:**

The City of Miami Beach (“Lessor”) and Miami Beach Senior Citizens Housing Development Corporation, Inc., as assignee of Senior Citizens Housing Development Corporation of Miami Beach (“Lessee”), are parties to two separate, but similar, lease agreements, both dated July 9, 1976 (collectively “Leases”). The Leases are for the air rights located above the City-owned properties located at 533 Collins Avenue (“Council Towers South”) and 1040 Collins Avenue (“Council Towers North”). Council Towers South is a 12 story building consisting of 125 units and approximately 115,231 square feet. Council Towers North is a 12 story building consisting of 125 units and approximately 115,036 square feet. Both properties were completed in 1979 and offer quality affordable housing for low-income senior citizens.

### **Basic Lease Terms**

Lessee: Elderly Housing Development and Operations Corporation (EHDOC), as successor in interest to Senior Citizens Housing Development Corporation of Miami Beach

Demised Premises: Air rights for properties located at 533 Collins Avenue and 1040 Collins Avenue, Miami Beach, Florida

Use: The Demised Premises shall be limited in use to the construction and operation of housing for the elderly under Section 202 of the Housing Act of 1959, as amended.

Execution Date: July 9, 1976

Initial Term: Fifty (50) years, commencing July 9, 1976 and ending July 8, 2026.

Renewal Options: In the event Lessee is granted an extension on the original mortgage, the lease shall be renewed for the period of the extension beyond the original fifty (50) year term. (Does not apply to this extension request because lessee is seeking a new mortgage).

Rent Amount: Council Towers South - \$21, 500 annually; Council Towers North - \$19,125 annually

Maintenance/Operation: Lessee is responsible for all real estate taxes, insurance, maintenance costs, and utilities for the Demised Premises.

Surrender: On the last day of the term, or on the earlier termination thereof, Lessee shall deliver the Demised Premises, together with the building or any new building, and all alterations, changes, additions and improvements which may have been made upon the premises, in thorough repair, good order and safe condition.

### **ANALYSIS:**

On August 31, 2017, representatives from Lessee met with the Administration to discuss a request for an extension of the Leases, for a period of fifty (50) years, in order to facilitate the refinancing of both properties. Lessee submitted a formal request for an extension of the air rights leases, dated August 16, 2017, attached hereto as Exhibit A (Request for Extension of Air Rights Leases). The lease extension will reaffirm, and will have no effect on, the municipal parking spaces located at both sites.

As stated in the request letter, Lessee intends to use the proceeds of the refinancing for capital renovations to the properties. The renovations would include, but not be limited to, site work, exterior façade work, new windows, interior common areas and office renovations, apartment renovations, and building systems (e.g., elevators, roof, electric, plumbing, water pumps, generators, fire alarm systems, etc.).

The Administration has worked with Lessee to provide modifications to the lease extension agreement, including, but not limited to, the items below.

1. include enhancements to generator capacity to ensure continued operation of HVAC, elevators, life safety systems, etc. after a tropical storm or hurricane for a period up to 96 hours after loss of power;
2. criteria for condition of building/units at the end of the extended term;
3. comply with Miami Dade County 40 year recertification requirements, and subsequent 10 year recertification requirements;
4. proactively manage and comply with the required Miami-Dade County annual registration of eligible tenants for the County's Emergency Evacuation Assistance Program (EEAP) for the elderly and/or disabled individuals who:
  - a) are unable to evacuate on their own due to a specialized transportation need
  - b) are homebound residents and unable to walk to a bus pickup point and do not have anyone that can provide transportation
  - c) have medical needs that prevent them from evacuating on their own
  - d) are bedbound patients
  - e) are on life-sustaining medical equipment that requires electricity
  - f) require assistance with daily living activities
5. comply with required Miami Beach registration of other residents who need some type of daily assistance to live on their own, including completion of annual assessment form.

In accordance with Section 1.03(b)4 of Article I of the charter of the City of Miami Beach, the lease of ten years or longer of City-owned property (other than public beach rights-of-way and those properties addressed specifically in Section 1.03 of the Charter) shall, as provided by Ordinance, require approval by a majority 4/7 vote of all members of the Planning Board and 6/7 vote of the City Commission. On October 18, 2017, at the request of Commissioner Arriola, the City Commission referred the extension of the lease agreement to the Finance and Citywide Projects Committee and Planning Board for discussion.

### **Planning Board**

Pursuant to Section 1.03(b)(4), of the City Charter, the Planning Board met on December 19, 2017 and unanimously recommended in favor of the proposed lease extension.

### **Finance and Citywide Projects Committee**

At the November 8, 2017 Finance and Citywide Projects Committee (FCWPC) meeting, the Administration presented the terms and conditions set forth above. The FCWPC considered this matter and recommended approving the lease extension subject to the modifications set forth above. The FCWPC further recommended including additional requirements to the lease extension to provide for accommodating residents during the renovation, implementing a resident satisfaction survey and providing for City inspection rights to ensure the building is adequately maintained. These additional requirements have been addressed in the lease extension agreement, attached hereto as Exhibit B (DRAFT Amendment No. 1 to Lease Agreement).

### **CONCLUSION:**

The Administration recommends in favor of executing an Amendment No. 1 to Lease Agreement with Miami Beach Senior Citizens Housing Development Corporation, Inc. in accordance with the above stipulated terms and conditions.

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
□ Exhibit A- Request for Extension of Air Rights Lease	Other
□ Exhibit B - DRAFT Amendment No. 1 to Lease Agreement	Contract or Agreement



## Elderly Housing Development & Operations Corporation

The Premier Provider of Quality Affordable Housing for Senior Citizens Across the United States

**Steve Protulis**  
President and CEO

**Christopher M. Shelton**  
Chairman of the Board

**Morton Bahr**  
Chairman Emeritus

**Edward L. Romero**  
1<sup>st</sup> Vice President

**Leo W. Gerard**  
2<sup>nd</sup> Vice President

**Maria C. Cordone**  
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**Eric Dean**  
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**Ellen Feingold**  
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**Tony Fransetta**  
Director

**Robert Martinez**  
Director

**John Olsen**  
Director

**Cecil Roberts**  
Director

**Roger Smith**  
Director

**Thomas P. Villanova**  
Director

August 16, 2017

Honorable Mayor Philip Levine

City of Miami Beach

1700 Convention Center Drive

Miami Beach, FL 33139

Commissioner Ricky Arriola

City of Miami Beach – Group 5

1700 Convention Center Drive

Miami Beach, FL 33139

Re: Air Rights Extension Request/ Council Towers Senior Apartments / 533 &  
1040 Collins Avenue, Miami Beach, FL 33139

Dear Mayor Levine and Commissioner Arriola:

The City of Miami Beach and EHD OC, via our predecessor Senior Citizens Housing Development Corporation, entered into a 50-year air rights agreement on July 9, 1976 for the two Council Towers apartment buildings on Collins Avenue. Pursuant to Section 25 EHD OC has the right to extend the term of the Air Rights Agreement for the term of any extension or refinance of the existing HUD 202 financing.

EHD OC wishes to refinance two Council Tower properties in order to preserve and improve the living conditions, health, and safety of our elderly residents.

*EHD OC: Housing With A Heart*

1580 Sawgrass Corporate Parkway · Suite 100 · Fort Lauderdale, FL 33323-2869 · Tel: 954.835.9200 · Fax: 954.835.0888 · TTY: 800.545.1833, ext. 248



EHDOC, as a not-for-profit owner and operator of affordable housing for the elderly since 1978, intends to utilize the proceeds of the refinance for capital improvements to the property.

EHDOC believes an opportunity exists for a favorable interest rate on permanent debt financing [4% range, new 40-year HUD insured FHA mortgage]. Presently, the existing debt is 6.875% and matures in 2020.

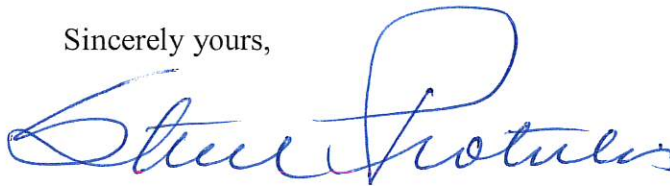
EHDOC hereby requests the following support from the City of Miami Beach:

1. Approve extension/renewal of the Lease Agreement for a 50-year term.

The extension of the air rights/land lease will benefit both the City of Miami Beach and elderly residents of the community for a long time to come.

We appreciate your continued support to our Mission and hope we can count on your support in securing the Air Rights Agreement extension. We also look forward to helping you and the City of Miami Beach in any way we can.

Sincerely yours,



Steve Protulis

President and CEO

Attachments;





**AMENDMENT NO. 1 TO LEASE AGREEMENT  
(COUNCIL TOWERS SOUTH)**

This Amendment No. 1 to the Lease Agreement dated July 9, 1976, is entered into this day of \_\_\_\_\_, 2018 ("Amendment No. 1") between the **CITY OF MIAMI BEACH**, a Florida municipal corporation ("City" or "Lessor"), and **MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**, a non-profit Florida corporation ("Lessee").

**WITNESSETH:**

**WHEREAS**, on or about July 8, 1976, the City Commission of the City of Miami Beach adopted Resolution No. 1976-15085, approving a Lease Agreement between the City and Senior Citizens Housing Development Corporation of Miami Beach ("Lease"), for certain air rights and easements to City-owned property located at 533 Collins Avenue, for the construction and operation of a residential building for elderly housing ("Council Towers South" or the "Building"), and with the City retaining the rights to the management and operation of the municipal parking lot on the ground floor below the demised premises; and

**WHEREAS**, the Lease had an initial term of fifty (50) years, expiring on July 8, 2026; and

**WHEREAS**, the Building was completed in 1979, and includes 125 residential dwelling units, providing quality affordable rental housing for low-income seniors; and

**WHEREAS**, on or about March 8, 1978, and in accordance with Section 34 of the Lease, the original lessee, Senior Citizens Housing Development Corporation of Miami Beach, assigned the Lease to Lessee, and such assignment was duly recorded in [O.R. Book 9967, Page 230, for Council Towers South] [O.R. Book 9967, Page 271 – for Council Towers North] of the public records of Miami-Dade County; and

**WHEREAS**, Lessee desires to obtain financing, either through a leasehold mortgage, low income housing tax credit equity providers, or other financing vehicles eligible for affordable/elderly housing projects such as the Building, for the purpose of constructing certain capital improvements or other renovations to the Building, including building systems, individual dwelling units, and common areas, with the intent for such improvements, as defined more fully in Section II of this Amendment No. 1, to improve security, safety, and the quality of living conditions for the Building's residents; and

**WHEREAS**, in order to obtain long-term financing for the Lessee's proposed renovations, Lessee requests an extension of the Term, for a period of fifty (50) years, following the expiration of the initial term on July 8, 2026; and

**WHEREAS**, in view of the City Commission's desire to support and incentivize affordable housing projects within the City of Miami Beach, including affordable elderly housing, the City Commission desires to extend the term of the Lease, and waives the competitive bidding and appraisal requirements of Chapter 82-37 and 82-39 of the City Code, finding it in the best interests of the City to do so.

**NOW THEREFORE**, the Lessor and Lessee for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these present mutually covenant and agree to amend the Lease Agreement, as follows:

I. **Recitals.** The recitals to this Amendment No. 1 are incorporated by reference as if fully set forth herein. Lessee warrants and represents that the recitals to this Amendment No. 1 are true and correct

II. **Lessee's Construction of Additional Improvements at the Building.**

A. Lessee shall, at its sole cost and expense, be solely responsible for the design, development and construction of renovation improvements at the Building, including renovations to individual dwelling units thereof, as generally described in the scope of work set forth in **Exhibit "A"** attached hereto, and in accordance with the requirements set forth herein (the "Additional Improvements").

B. The Additional Improvements shall include all work that may be required for the Building to be in compliance with all applicable laws (including, without limitation, the Florida Building Code), and Miami-Dade County's forty (40) year re-certification requirements.

C. The Additional Improvements shall also include enhancements to generator capacity to ensure the continued operation of HVAC, elevators, life safety systems, and other Building systems after a tropical storm, hurricane, or other acts of God that may impact the Building and the safety of residents in the Building. Specifically, Lessee shall acquire sufficient generators to maintain ambient temperatures at 80 degrees or less for a period of up to ninety-six (96) hours in the event of a loss of electrical power or other emergency situation.

D. If necessary, Lessee shall obtain the requisite financing, in accordance with the provisions of this Lease (as amended herein), to complete the Additional Improvements, with the proceeds of such financing used for the design, development and construction of the Additional Improvements.

E. Prior to commencing with the construction of the Additional Improvements, Lessee shall submit its proposed final plans for the Additional Improvements to the Lessor, to permit the Lessor (in its proprietary capacity as Lessor pursuant to this Lease, and without limiting Lessor's regulatory right of review or approval of the Additional Improvements in its capacity as an Agency Having Jurisdiction), to verify that the Lessee's final plans for the Additional Improvements satisfy the requirements set forth in this Amendment No. 1.

F. With respect to the portion of the Additional Improvements that consist of renovations to individual dwelling units, Lessee shall phase the construction in such a manner as to minimize the disruptions associated with the relocation of residents in the Building. To the extent possible, Lessee shall relocate residents to other dwelling units that may be available in the Building, so as to maintain the continuity of social services and other on-site programming for residents in the Building as their individual dwelling units are being renovated. In furtherance thereof, Lessee agrees to maintain at least one dwelling unit in the Building as a temporary dwelling unit, to house resident(s) of the Building while their dwelling unit is being renovated.

III. **Registration of Residents for Emergency Evacuation Purposes.**

A. Lessee shall comply with and implement the Miami-Dade County's annual registration of eligible tenants for the County's Emergency Evacuation Assistance Program (EEAP), utilizing the forms attached hereto as **Exhibit "B"** (EEAP Application) and **Exhibit "C"** (Emergency Evacuation Pickup Sites) (or any successor forms as may be established by Miami-Dade County from time to time), for elderly and/or disabled residents of the Building who (1) are

unable to evacuate on their own due to a specialized transportation need; (2) are homebound, unable to walk to a bus pickup point, and/or may otherwise not have access to transportation options; or (3) have medical needs that prevent them from evacuating on their own, such as bed bound residents, or residents on life-sustaining medical equipment requiring electricity, or residents requiring assistance with daily life activities. In the event an evacuation order is issued for the area where the demised premises are located (whether such evacuation order is mandatory or voluntary), Lessee shall exercise diligent, good-faith efforts to encourage residents of the Building to evacuate the Building as soon as possible.

#### **IV. Leasehold Mortgage or other Financing.**

A. Notwithstanding any provision to the contrary in the Lease, including Section 7 thereof, Lessee may encumber the demised premises with a leasehold mortgage or other financing relating to the demised premises or the Lease ("Leasehold Financing") as follows: Lessor agrees to execute a non-disturbance agreement (containing language reasonably acceptable to the Lessor) for the benefit of Lessee and the holder of any leasehold mortgage or other financing encumbering the demised premises ("Lender") and to cooperate with Lessee's efforts to obtain financing, including the execution of any necessary documents, so long as such documents are subject to the reasonable approval of the Lessor's attorney. No Leasehold Financing shall be valid or of any force or effect unless and until Lessor has consented thereto in writing (which consent shall be conditioned upon Lessee's compliance with the terms set forth herein, and which consent shall not otherwise be unreasonably withheld) and a true copy of the original of each instrument creating and effecting such Leasehold Financing, together with written notice containing the name and post office address of the Lender has been delivered to the Lessor, to the attention of its Asset Management/Real Estate Department. Further, the Leasehold Financing shall specifically provide:

1. That the Leasehold Financing is subject to all of the terms, covenants and conditions of this Lease;
2. That the Leasehold Financing encumbers only the Lessee's interest created by this Lease in the demised premises and the Building;
3. That the rights of the Lessor pursuant to this Lease will not be affected by the terms of the Leasehold Financing;
4. That the Lender shall waive all right and option to obtain and apply proceeds of any insurance or the proceeds of any condemnation award toward payment of the sums secured by the Leasehold Financing to the extent such proceeds are required by the terms of this Lease for the demolition, repair or restoration of the demised premises;
5. That the Lender shall agree to send Lessor copies of all notices to Lessee in which such mortgagee claims that there exists one or more uncured defaults under the terms and provisions of the Leasehold Financing, such notices to be sent simultaneously to Lessor and Lessee;
6. That the Lender has obtained no interest whatsoever in the underlying fee of the demised premises as a result of the execution of the Leasehold Financing by Lessee;

Only the Lender may acquire any right, title or interest in or to this Lease, by acceptance of a deed or other instrument of conveyance thereof, by purchase at a foreclosure sale or by transfer in lieu of foreclosure, and will conclusively be deemed to have accepted such right, title or interest subject to all of the terms, covenants and conditions of this

Lease; it being the specific intent of Lessee and the Lender that the Leasehold Financing encumber only Lessee's leasehold interest created by this Lease in the Property, and that except as specifically set forth in this Lease, the rights of Lessor shall not be affected by the terms of the Leasehold Financing; and

7. That the Leasehold Financing, and all rights thereunder, shall be subject and subordinate to Lessor's interest in the Property. The Lender shall upon demand, at any time, execute, acknowledge and deliver to Lessor, without expense to Lessor, any instrument that may be necessary or proper to confirm the subordination of the Leasehold Financing to the Lessor's interests in the Property.

**V. Physical Condition Standards/Compliance with HUD Standards.**

A. As part of Lessee's maintenance obligations under Section 10 of the Lease, and without limitation of Lessee's maintenance obligations as otherwise specified in the Lease, Lessee shall, at its expense, comply with the requirements of the Facility Condition Index attached hereto as **Exhibit "D,"** so as to maintain the Building in a Fair condition or better, as set forth in **Exhibit "D"**.

B. As part of Lessee's maintenance obligations under Section 10 of the Lease, and without limitation of Lessee's maintenance obligations as otherwise specified in the Lease, Lessee further agrees to maintain the Building in a decent, safe and sanitary condition, and in good repair, in a manner that meets the Housing Quality Standards (HQS) of the U.S. Department of Housing and Urban Development with respect to multi-family dwelling units, including the Uniform Physical Condition Standards (UPCS) set forth in 24 CFR, Part 5, Subpart G, and 24 C.F.R. Part 200, Subpart P, and 24 C.F.R. Part 982, with respect to the Building, Building exterior, Building systems, individual dwelling units, Building common areas, and health and safety considerations affecting the Building and residents thereof. Lessee shall, upon thirty (30) day notice from the Lessor, promptly correct any individual deficiencies that may be identified from time to time with respect to any of the foregoing HQS or Uniform Physical Condition Standards, or otherwise with respect to Lessor's maintenance obligations as set forth in Section 10 of the Lease.

1. Lessee agrees to promptly provide the Lessor with a copy of any HUD physical condition assessment report relating to the Building or any portion thereof, including the HUD's Real Estate Assessment Center ("REAC") inspection report within thirty (30) days following Lessee's receipt of same from HUD. In addition, Lessee shall provide Lessor with Lessee's final HUD REAC score for the Building (or any successor uniform physical inspection protocol or scoring system that may be developed by HUD from time to time) within thirty (30) days following receipt of its final HUD REAC score.

2. Without limiting the Lessee's obligation to maintain the Building in a decent, safe and sanitary condition and in good repair, including Lessee's obligation to correct any individual deficiencies that may be identified from time to time with respect to any of the foregoing HQS or Uniform Physical Condition Standards, or otherwise with respect to the maintenance obligations set Section 10 of the Lease, Lessee specifically agrees to maintain, throughout the Term of this Lease (including any renewal Term provided for in this Amendment No. 1), an overall final REAC score of no less than 80 points. Lessee specifically agrees that an overall final REAC score of less than 80 points shall constitute a default of this Lease, entitling Lessor to terminate this Lease if such default(s) items is/are not cured no later than nine (9) months following HUD's release to Lessee of the final HUD REAC inspection report. If deficiencies remain unresolved after the nine (9) month cure period, the Lease shall be subject to immediate termination at Lessor's sole discretion. Should the federal government establish any successor inspection

protocol scoring system to replace the REAC scoring system, Lessee agrees to maintain, throughout the Term (and any renewal Term herein), an overall final score that is equivalent to an overall REAC score of 80 points or greater, with an overall physical condition assessment score indicating that the Building is being maintained in a good condition).

C. As part of Lessee's maintenance obligations under this Lease, as amended herein, Lessee shall be solely responsible for obtaining the forty (40) year re-certification for the Building, as required by the Miami-Dade County Code, and for recertifying the Building every ten (10) years thereafter, as required by the Miami-Dade County Code.

D. At Year 40 of the renewal term of this Lease (as provided in Section X of this Amendment No. 1), Lessee shall engage a third-party licensed engineering firm, selected and approved by both parties, to complete a Capital Needs Assessment (CNA) inspection as attached hereto as **Exhibit "E"** to ensure that the Building, its improvements and systems are structurally sound and in good working order and conform to the requirements of any Governmental Authority at the expiration of this Lease. Related costs of the CNA shall be paid by a reduction of Lessee's annual Lease payment for that given year only; unless the year of inspection coincides with already scheduled HUD required CNA inspection, in which case the Lessee shall pay for the inspection. The resulting CNA shall specify the remaining useful life of all building systems and assist the Lessor and Lessee's decision to develop a recapitalization plan for the property for the remainder of the Term, or for any extension thereof, if any is approved by the City Commission at its sole discretion. Notwithstanding the foregoing, all periodic or annual HQS or UPCS inspections required and performed by HUD, as outlined in Section V.B of this Amendment No. 1, shall continue until the expiration of the Lease .

E. With respect to the generator (as set forth in Section II of this Amendment No. 1), Lessee shall acquire and provide for the safe maintenance of sufficient fuel to ensure that in an emergency situation the generators can function to maintain ambient temperatures at 80 degrees or less for a period of up to ninety-six (96) hours in the event of a loss of electrical power. Lessee shall implement policies and procedures to ensure that the staff at the Building can effectively and immediately activate and maintain the generators and fuel required for the operation thereof.

## **VI. Inspection and Audit.**

A. As part of Lessor's right of inspection pursuant to Section 16 of the Lease, and without limitation of any rights of inspection otherwise specified therein, Lessee agrees that Lessor may inspect the Building any time upon reasonable notice by authorized representatives of the Lessor, or by any other State, County, Federal and/or municipal officer or agency having responsibilities for inspections of such operations and/or Building provided, however, that such right shall be exercised in such manner so as not to interfere with Lessee in the conduct of Lessee's activities on the Building. In conducting any Building inspections, Lessor may, but shall not be required to use, the HUD inspection checklist form attached as Exhibit F hereto (or any successor form as may be established by HUD from time to time). Lessee agrees to within 24 hours of a written notice from the Lessor to undertake corrective actions to cure any deficiency cited by such inspectors. Throughout the term of this Lease, Lessee shall retain its financial and other records pertaining to its operation of the Building for the immediately preceding three (3) years, and such records shall be open and available to the City Manager or his designee, as deemed necessary by the City Manager or his designee, upon ten (10) business days' written notice from the City Manager or his designee that the Lessor desires to review said records.

**VII. Municipal Parking on Ground Floor of Demised Premises.** Nothing in this Amendment No. 1 shall apply to, or otherwise have any effect on, the municipal parking spaces (metered or otherwise) managed and operated by the City on the ground floor of the Building below the demised premises, nor shall this Amendment No. 1 apply to, or have any effect on, any use agreements between Lessor and Lessee or other agreements related thereto.

**VIII. Assignment/Transfer of Interests.**

A. Lessee shall not assign sublease or encumber its interest in this Lease, as amended, or in the Building, without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that the foregoing shall not apply to (1) sub-leases or rentals of individual dwelling units in accordance with the terms and conditions of this Lease, (2) an assignment or sublease of the whole of the Lease to Lessee's parent entity, subsidiary, or entity that is controlled by or under common control with Lessee, or (3) an entity upon which Lessee is merged or consolidated. Lessor's consent to assignment shall be deemed to be "unreasonably withheld" if the proposed assignee is of such financial standing and responsibility at the time of such assignment as to give reasonable assurance of the payment of all rent and other amounts reserved in this Agreement and compliance with all the terms, covenants, provisions and conditions of this Lease, as amended. Any assignment in violation of this subsection shall be void.

**IX. HUD/Related Federal Approvals.** Pursuant to Sections 20 and 34 of the Lease, this Amendment No. 1, shall be subject to and contingent upon Lessee obtaining the consent of any regulatory agency with any interest in or jurisdiction over the Lessee or the Building, including the U.S. Department of Housing and Urban Development, the Federal Housing Commissioner, or any other agency or regulatory body, as applicable.

**X. Renewal of Lease Term.** Section 25 of the Lease is hereby deleted and replaced in its entirety with the following:

Subject to and contingent upon Lessee's compliance with the terms and conditions of this Lease, as amended by this Amendment No. 1, and provided that Lessee is in good standing and not otherwise in default of any of its obligations hereunder, at the conclusion of the initial term of this Lease on July 8, 2026, this Lease shall be extended for an additional term of fifty (50) years, commencing on July 9, 2026, and expiring on July 8, 2076.

**XI. Annual Survey.** Lessee agrees to conduct an annual satisfaction survey of residents, in a form comparable to **Exhibit "G"** and shall provide Lessor with a copy of the survey results upon request (including, at Lessor's option, a copy of the individual surveys completed by residents).

**XII. Ratification of Lease.** Except as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Lease, the provisions of this Amendment No. 1 to Lease shall govern.

**Remainder of Page Intentionally Left Blank**

**IN WITNESS WHEREOF**, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

**BY LESSOR:**

**Attest:**

**CITY OF MIAMI BEACH, FLORIDA**

\_\_\_\_\_  
Rafael Granado, CITY CLERK

\_\_\_\_\_  
Dan Gelber, MAYOR

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Mayor Dan Gelber and Rafael Granado, City Clerk, or their designees respectively, on behalf of the CITY OF MIAMI BEACH, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.:

**BY LESSEE:**

**Attest:**

**MIAMI BEACH SENIOR CITIZENS  
HOUSING DEVELOPMENT  
CORPORATION, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Morton Bahr, PRESIDENT

\_\_\_\_\_  
Print Name

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Morton Bahr, President, on behalf of the Miami Beach Senior Citizens Housing Development Corporation, Inc., who has produced identification or is known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

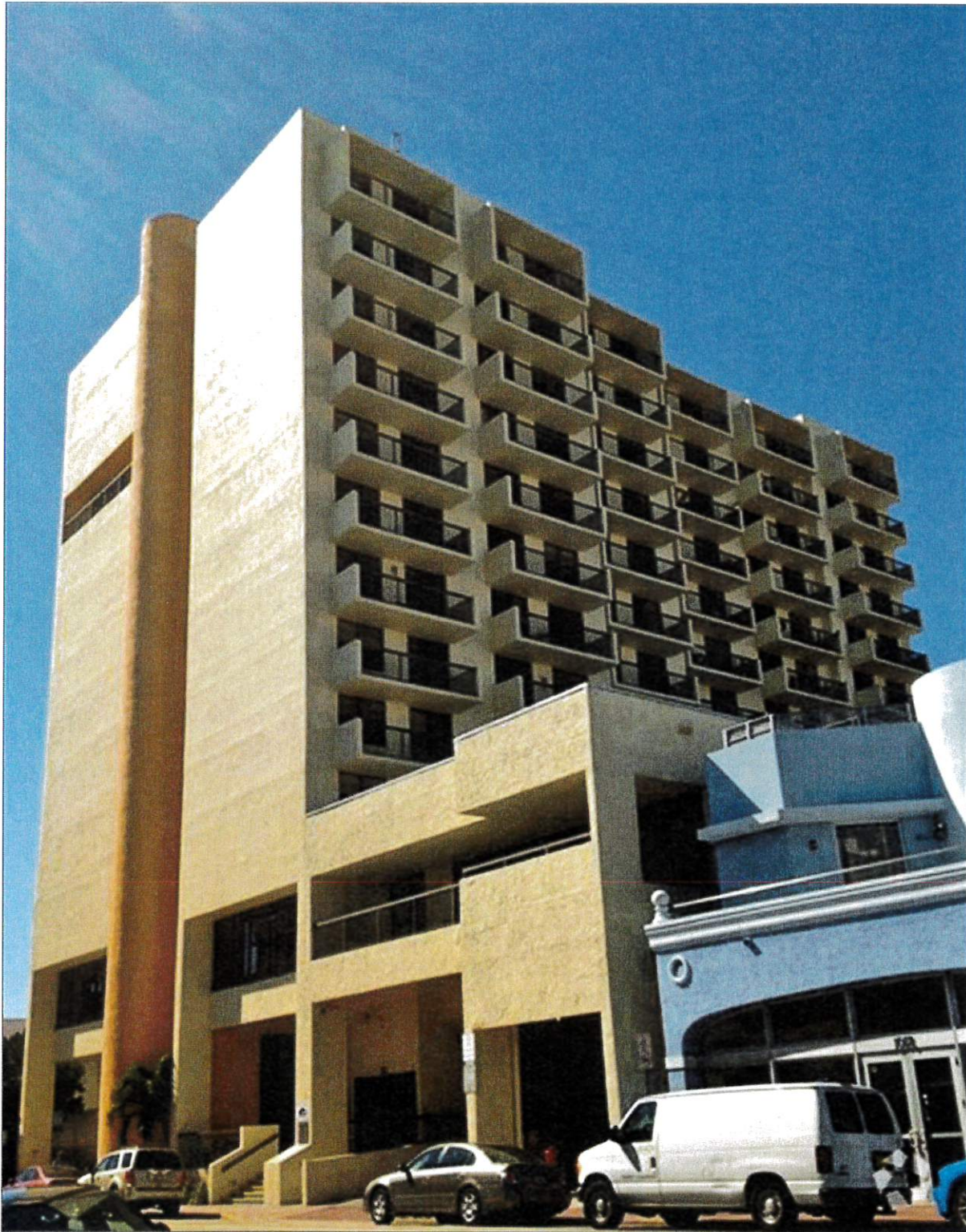
WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2018.

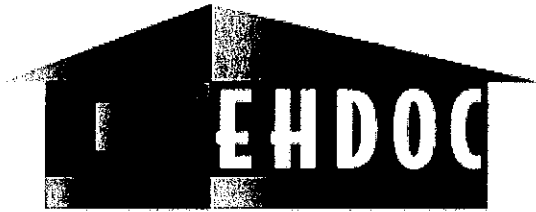
My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.:



**EXHIBIT "A"**  
**Additional Improvements**





## **Council Towers N/S Refinance Prospect**

(August 16, 2017)

### **Overview**

Council Towers consist of two, 12-story towers with a combined 252-units located on 533 & 1040 Collins Avenue (Council Towers S & N). The property was built in 1976 and has always offered quality, clean and safe affordable housing for low-income senior citizens. The property is owned by Miami Beach Senior Citizens Housing Development Corporation, Inc. with a 50 year Air Rights Agreement (Land Lease) dated July 9, 1976 to EHDOC/Dade County Council for Seniors, Inc. The Land Lease expires on July 9, 2026.

As part of our ongoing mission and commitment to existing and future senior residents, and due to the need for a capital renovation of the buildings after years of exposure to saltpeter and normal wear and tear, it is time to perform capital improvements to the property for the health and safety of its residents and for its long-term preservation.

This planned renovation would include but not be limited to; site work, exterior façade work, new windows, interior common areas and office renovations, apartment renovations, and building systems (e.g. elevators, roof, electric, plumbing, water pumps, generators, fire alarm systems, etc.). Funding of the project would involve a first mortgage using HUD 223(f) affordable housing loan program. It is in the best interest of the project to take advantage of existing low interest rates. As mentioned above, this project will benefit the 252 senior households now living in the property. The property averages less than 10% annual turnover and currently has approximately 234 prospects on the wait list.

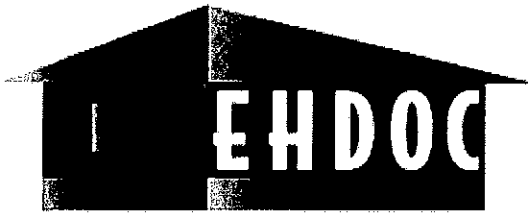
**Existing Bldg. Size:** 1040 Collins: 12 story building (125 units) Approx. 115,036 S.F.  
533 Collins: 12 story building (125 units) Approx. 115,231 S.F.

**HUD REAC Score:** 93 (October 2015)

**Zoning:** GU

### **Geographic Location:**

- 2 Blocks West of Ocean Drive
- 2.0 Miles East of MacArthur Causeway
- 11.2 Miles East of MIA (Airport)
- 5.6 Miles East of I-95



## **Scope of Work**

**Site Work:** Parking lot seal coating and re-stripping, replace exterior signage and upgrade garage lighting.

**Exterior Façade Work:** Replace all windows and balcony slider doors, replace Community Room and Foyer Lobby windows with storefront, and clean, repaint and provide waterproofing as necessary.

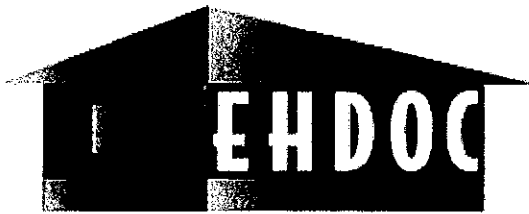
**Roof Replacement:** Replace roof with energy star rated wind warranty material.

**Interior Renovations:** Install lever door hardware to public bathrooms, trash rooms, common stairs and apartment entry doors, flooring for first floor and elevator lobbies "wood look" plank tile, replace corridor VCT on floors 2-12, replace ceiling tiles, replace lighting, and new window treatment throughout.

**Second Floor Common Areas and Offices:** Administration, Service Coordinator, and Property Management offices, refurbish mailbox area, improve Community Room and Accessible Kitchen, replace ceiling and lighting, remove gutter trim and add pairs of doors from corridor, and upgrade public bathrooms to ADA accessibility.

**Apartment Renovations:** Refurbish entry door and new door knocker, viewer and lever hardware, replace interior doors as needed, make 5% or 6 residential units in each Tower UFAS handicap accessible, renovations to accommodate hearing impaired in 3 units in each Tower, and new lever hardware for all interior doors. Replace kitchen cabinetry with door/drawer pulls, new Formica countertops, full size energy-star rate electric range with smart-burners and ventilation hood, single bowl sink, faucet and refrigerator. New light fixtures, new VCT flooring throughout with tile in bathroom and kitchen, and paint walls, trim, doors and ceiling. The bathroom will include the replacement of the toilet with 17" high low flow, replace sink with vanity, countertop with integral bowl sink and low flow faucet, replace mirror medicine cabinet, replace tubs with walk-in showers and roll-in showers in all ADA units, and replace shower control trim ring with single lever.

**Building Systems:** Evaluate chiller and corresponding black iron pipes, chiller replacement, coil replacement, trash chute and trash compactor, elevator systems upgrade, inspect and video sanitary drains, replace domestic water pump and all main and branch valves, diesel fire pump, generator, electrical, new exhaust fans in kitchens (hood) and baths (fan light), and complete emergency pull-cord station and fire alarm panel replacement.



**Proposed Financing Source & Uses (Refinance HUD 223(f))**

<b>SOURCES</b>			
	<b>Permanent Financing Sources</b>		<b>\$ Per Unit</b>
HUD 223(f) Mortgage	10,962,030	98.57%	43,500
Capital Contribution Tax Credit	0	0.00%	0
Replacement Reserves Purchased with Prop.	74,100	0.67%	294
Deferred Developer Fee	84,972	0.76%	337
<b>TOTAL</b>	<b>11,121,102</b>	<b>100.00%</b>	<b>44,131</b>
<b>USES</b>			
Land Acquisition & Demolition	0	0.00%	0
Payoff of Existing Debt	1,023,066	9.20%	4,060
Hard Construction	6,115,915	54.99%	24,270
Hard Cost Contingency (10%)	611,592	5.50%	2,427
Developer Fee	1,131,918	10.18%	4,492
Reserves (Est. 4 Months)	1,015,428	9.13%	4,029
Resident Relocation	250,000	2.25%	992
FF&E (Furniture, Fixtures & Equipment)	75,000	0.67%	298
Architectural & Engineering Fees	150,000	1.35%	595
Survey (\$7,500 Each Bldg.)	15,000	0.13%	60
Construction Insurance	50,000	0.45%	198
Construction Interest	200,000	1.80%	794
HUD Inspection Fee (1% Repairs)	67,275	0.60%	267
HUD Mortgage Insurance Premium (0.25%)	27,405	0.25%	109
HUD Exam Fee (0.30%)	32,886	0.30%	131
Financing Fee (1%)	109,620	0.99%	435
Bond Financing Fee (5.06%)	0	0.00%	0
Lender Inspection Fee	8,500	0.08%	34
Appraisal	15,000	0.13%	60
Market Study	0	0.00%	0
Environmental (ESA, Radon)	12,000	0.11%	48
PCNA	13,950	0.13%	55
Independent A&E Cost Review	18,000	0.16%	71
Cost Certification	12,000	0.11%	48
Title & Recording	0	0.00%	0
FHA Lender Legal	17,500	0.16%	69
Mortgagor Legal	50,000	0.45%	198
Organizational Expense	99,047	0.89%	393
<b>TOTAL DEVELOPMENT COSTS</b>	<b>11,121,102</b>	<b>100.00%</b>	<b>44,131</b>
<b>SUPLUS/(GAP)</b>	<b>(0)</b>	<b>0.00%</b>	





#### Debt Service Coverage Ratio - 15 Year Projection

YEAR	1	2	3	4	5	6	7	8	9	10
Income	\$3,237,548	\$3,302,298	\$3,368,344	\$3,435,711	\$3,504,426	\$3,574,514	\$3,646,004	\$3,718,924	\$3,793,303	\$3,869,169
Expense	(\$2,451,945)	(\$2,523,885)	(\$2,597,950)	(\$2,674,205)	(\$2,752,713)	(\$2,833,542)	(\$2,916,761)	(\$3,002,441)	(\$3,090,655)	(\$3,181,478)
NOI	\$785,602	\$778,413	\$770,394	\$761,507	\$751,713	\$740,972	\$729,243	\$716,483	\$702,648	\$687,691
DS	\$683,474	\$683,474	\$683,474	\$683,474	\$683,474	\$683,474	\$683,474	\$683,474	\$683,474	\$683,474
DSCR	1.15	1.14	1.13	1.11	1.10	1.08	1.07	1.05	1.03	1.01
Cash Flow	\$102,128	\$94,940	\$86,920	\$78,033	\$68,239	\$57,498	\$45,769	\$33,010	\$19,174	\$4,217

#### Management/ Experience

The property will continue to be managed and operated by EHDOC management and whose years of experience qualifies them as the best suited for the task. An EHDOC Senior Analyst in collaboration with a licensed general contractor, architect, engineers, and members of EHDOC's management team will be assigned to oversee the refinance and rehab of the property.

KIOs will be measured as follows:

- Number of tenants served/accommodations = +250
- Number of residential units renovated/rehabilitated = 250
- REAC scores for the property after project completion = 95% score or better
- Turnover rates = sustained at or below 1% vacancy
- Energy Efficiency and Utility Cost reduction for the towers = tracked reduction of energy footprint costs by 15%

#### Objective

Project renovations will benefit all current residents that occupy the 250 residential units at the property, including handicap and visual/hearing impaired. The renovations will also provide current employees and service providers with a safer and more efficient work environment. The office renovations will offer an inviting, comfortable and aesthetically suited place of work, and the upgraded building systems will significantly reduce inconveniences to residents and workload of existing staff.

Additionally, the development work will create construction related jobs in excess of 230 tradesmen and 8 Administrative & Architectural and Engineering staff.

Residents will not be relocated through the renovation phase. EHDOC has a long history of successful and efficient rehabilitation of high-rise residential communities with the residents remaining "in place". EHDOC's primary objective is to complete the renovation on-time and within budget with minimal disruption to the residents lives and daily management of the property. Residents will be required to leave their unit (selected group of residents each week) by 8:00AM each weekday (no weekends) and may return to their unit by 6:00PM each night. Specifically, blocks of 3 units to start for the first 2 weeks; 6 units per week for the next 4-6 weeks; 9 units per week for the next 6-8 weeks; and 12 units per week for the duration of the rehab. Resident personal property will be packed in secured, storage tubs and crates for only the rooms of their apartment under



renovation. Repairs will commence in the kitchen (residents will lose their kitchen use for one night - meal service will be arranged in the community room for their convenience) and bathroom fixtures, which takes two days to complete. The flooring replacement, lighting and door replacements will take 1-2 days to complete, and window replacements and drywall repair and painting will take 1-2 days. Last, the bedroom will take one full day. Multiple trades work on individual 30 minute blocks of time in an integrated and strategic fashion to ensure that plumbing, electrical, mechanical, structural/windows, painting, and flooring are coordinated.

The Council Towers renovation with resident's in-place will be the 14th project EHDOC has undertaken since 2009. EHDOC understands and is fully prepared with qualified professional staff to assist senior residents who may become disoriented, confused, or impatient during the rehabilitation process.

### **Projected Timeline**

September 2017	City of Miami Beach Approval of Air Rights Extension
October 2017	Notify Residents of Planned Renovation (Resident Meetings)
	Air Rights Agreement Executed and Recorded
November 2017	Apply for Refinance/Rehab Funds
April 2018	Closing
May 2018	Rehab Commences
June 2019	Substantial Rehab Completion



**Council Towers North & South**  
**533 & 1040 Collins Avenue, Miami Beach, FL 33139**

**Base Scope of Work**

**As of 08.16.17**

**Site Work**

- Parking lot seal coat, re-stripe, numbering, and replace concrete bollards and car stops as necessary
- Install new or repair existing parking lot entry gates and operators
- Repair and paint aluminum perimeter fencing
- Replace exterior signage
- Upgrade parking garage lighting to meet min/max code and energy saving requirements
- Upgrade exterior landscape to included new palm trees, shrubs and ceramic potted plants

**Exterior Work**

- Replace roof
- Replace all exterior doors and windows with hurricane impact-rated windows
- Replace community room and lobby store-front windows with curtain wall structure



- Re-coat and weatherproof 2<sup>nd</sup> floor patios
- Prep and paint under/ above first floor pipes
- Clean, paint and provide waterproofing as necessary
- Patch and repair stucco as needed
- Install new entrance awnings

#### **Plumbing, Electrical, Trash Chute and HVAC Systems**

- Upgrade main electrical panels (1 per bldg.).
- New electrical panel and labeling in each residential unit
- Install GFI outlets in kitchen and bathroom
- Install new trash chute & compactor
- Replace chiller coils and bearings (roof)
- Replace A/C fan coils in each unit
- Install smart burners in each residential unit
- Install shut-off valves all plumbing fixtures
- Back-flow preventer test/ replace if needed

#### **Fire Safety Systems**

- Install double wall fuel tanks
- Install diesel fire pumps for sprinkler system
- New generators (2)
- Upgrade main electrical panels

#### **Generators**

- Install two (2) new generators

#### **Elevators**

Replace and repair control panels, cables, all electrical, mechanical equip., cab refurbish

#### **Interior Common Area Renovation Work**

- Flooring: 1 floor and elevator lobbies "wood vinyl plank"
- Flooring: 2-12 floor replace corridor VCT
- Remove popcorn ceiling 12<sup>th</sup> floor (both bldgs.)
- Ceiling: replace ceiling tile, reuse grid where possible.

- New unit signage
- Upgrade lighting with energy-efficient light bulbs

### **First Floor Commons and Offices**

#### **Offices:**

- Admin w/ window
- Service coordinator
- Manager
- Refurbish mail room (install front load per code)

#### **Community Room Improvements:**

- Recreate accessible kitchen
- Replace ceiling and lighting
- Remove gutter trim
- Add pairs of doors to/from corridor
- Upgrade one public toilet room for ADAAG compliance (1<sup>st</sup> floor)

### **Apartment Renovations**

- Refurbish entry door and new door knocker, viewer, lever hardware.
- Replace interior doors (raised six-panel)
- 10% of total units to be ADA handicap accessible (125 units per bldg. - 13 units per bldg.).
- 2% of units to accommodate audio/ visual impaired (125 units per bldg. - 3 units per bldg.).
- Upgrade emergency pull-cord system (bathroom and bedroom) as needed.
- Install two (2) ceiling fans in each unit (bedroom and living room)
- Install new window blinds throughout
- Paint interior walls, trim and doors
- Repair door hardware as needed
- Install ceramic tile in bathroom
- Install wood vinyl plank remainder

### **Kitchens**

- Replace cabinetry with door/ drawer pulls and under cabinet LED lighting.
- New countertops.
- Enlarge to maximize storage.

- New energy-star rated appliances (full size electric range, smart burners, built-in microwave vent-hood, single bowl sink, new faucet fixture, and frost-free refrigerator (ice maker TBD)).
- New light fixtures for all apartment units that have not received cycled replacements in the last three years.
- New VCT flooring.
- Paint walls and ceiling.

#### **Bathrooms (All Residential Units and ADA Designated Units)**

- Replace toilets with 17" high, low flow
- Install GFI outlets as needed
- New bathroom vanity, vanity mirror and medicine Cabinet
- New plumbing fixtures
- Remove tub/ install walk-in surround shower
- Install grab bars at shower and toilet

<b>Total Improvements</b>	<b>\$6,115,915</b>
<b>GC Overhead/ Profit</b>	<b><u>\$611,592</u></b>
<b>TOTAL REHAB EST.</b>	<b>\$6,727,507</b>
<b>Per Unit \$</b>	<b>\$26,696.46</b>



## **A National Leader Providing High Quality, Affordable Housing for Senior Citizens**

### **Mission**

Elderly Housing Development & Operations Corporation (EHDOC) develops and manages safe, secure, and affordable housing for senior citizens across the United States. EHDOC advocates for the highest quality of life for the seniors of today and tomorrow.

### **Overview**

EHDOC builds and manages affordable housing for seniors. EHDOC currently manages 54 multi-family communities and has several projects under construction/development, comprising more than 5,000 apartments, which house roughly 6,000 residents in 14 states, Washington, D.C. and Puerto Rico.

EHDOC is a not-for-profit 501(c)(3) organization, which was formed in 1978 by the National Council of Senior Citizens, the advocacy organization responsible for strong support of Medicare and the Older Americans Act. EHDOC is a national leader and advocate at all levels of government in promoting independent living and life enrichment for seniors.

EHDOC has a fully trained staff to manage and develop Low-Income Tax Credit (LIHTC) properties. Staff is licensed and certified in Housing, Tax Credits and Property Management.

EHDOC properties have averaged scores greater than 90 from HUD's Real Estate Assessment Center (REAC). Passing score is 60 and industry average is in the mid-70s.

EHDOC's properties have less than 4% turnover rate due to our belief of "Aging in Place" and our commitment to provide supportive services from our service coordinators. Less than 2% of our residents move to an assisted living facility or nursing home.

### **Services**

- Property Development (as Sponsor, Developer, Co-Developer, Managing General Partner)
- Acquisition and Financing; Re-Financing using Low-Income Tax Credits
- Community Management (as Non-profit Managing General Partner, Non-profit Management Agent)
- Social and Health Services Coordination (Service Coordinator within Management Agent)
- Establishing the system to support "Aging in Place" through partnering with in-house care medical services

### **Tax Credit Development**

#### **(Acquisition-Rehabilitation Refinancing and New Development)**

EHDOC is a multi-faceted company accomplished in completing all aspects of affordable housing development including feasibility studies, land/building acquisitions, site planning and design, entitlements, sourcing of equity and debt, construction management, leasing, debt conversion, and asset management.

EHDOC has refinanced and refreshed a substantial portion of its portfolio, while adding new developments using a range of financing tools in which Low Income Housing Tax Credits (LIHTC) have played a major role. Currently there are several developments in the pipeline with LIHTC financing.

Present pipeline of project financing, utilizing LIHTC 9% and 4% (with Tax Exempt Bonds), approaches \$100M in total development cost. Projects are located in California, Illinois, Connecticut, Ohio and Florida.



## Tax Credit Investment Benefits

Significant benefits from tax credit investment in new property development and in acquisition-rehabilitation accrue to municipalities, property owners and developers, property management agents, and most importantly, current and prospective project residents. EHDOC is deeply experienced in low income housing tax credit funding and aligned with strong investment partners to bring these benefits to fruition:

- Existing Project Refinancing – greater \$ proceeds for rehabilitation of older buildings and reduced debt obligation via substantial equity investment
- New Construction of Affordable Housing – large, available investment pool of capital and favorable tax credit benefits to investors to help fund new projects
- Local construction purchasing and jobs creation
- Viable replacement project investment source as replacement to lost HUD 202 funding
- Reliable funding source to spur new housing development, filling a huge need for many communities (affordable independent and assisted living for the elderly and workforce including firemen, police, teachers, medical technicians, and many other community service employees)

## Planned Developments with Cities

EHDOC actively partners as community project co-developer in new planned developments with cities and communities that share EHDOC's mission for good quality, safe and affordable housing for the elderly; and which face a shortage of current housing for their lower income residents. EHDOC has experience working with many cities including City of Chicago, City of Miami, City of Miami Beach, City of Canton, OH and City of Waterbury, CT.

## HUD Experience

Of the properties in the EHDOC portfolio and construction pipeline, 47 came under the Section 202 program with Section 8 rental assistance. The remaining 7 are Hugh Carcella Apartments (Section 236) Reading, PA; Stanley Axlrod Towers (Section 202/without Section 8) Miami, FL; Jack Kenny Memorial (Section 236) Rochester, NY; Robert Sharp Towers II (Section 221(d)(4)) Miami Gardens, FL; North Park Village Apartments (developed through the CDBG Program in the City of Chicago) Chicago, IL; J. Michael Fitzgerald Apartments (Section 202/8 with 4% LIHTC and City Chicago Donation Tax Credit) Chicago, IL; and Minerva Manor (Housing Authority Loan and 4% LIHTC with tax-exempt bonds) Fontana, CA.

## Industry Affiliations

EHDOC is affiliated with the U.S. Department of Housing and Urban Development (HUD), the Alliance for Retired Americans (ARA), Leading Age, National Council on Aging (NCOA), Southeastern Affordable Housing Management Association (SAHMA), National Leased Housing Association (NLHA), and the National Affordable Housing Management Association (NAHMA).

## Financial and Legal Partnerships

EHDOC partners with, among many, the following financial institutions for debt financing, equity investment, insurance, and representation.

Debt Financing: Wells Fargo; TD Bank; US Bank; Lancaster Pollard Mortgage Co.; California Statewide Communities Development Authority; AGM Financial Services; Draper and Kramer; and Housing Investment Trust of the AFL-CIO

Equity Investment: Stratford Capital Group, US Bank; City Real Estate Investors; TD Bank; and Wells Fargo

Insurance Services: Wells Fargo

Legal Representation: Bernstein-Shur (EHDOC Corporate General Counsel); Nixon Peabody; Krooth Altman; and numerous firms with strong affiliations with low-income housing development in their respective communities.



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**MIAMI BEACH SENIOR CITIZENS HOUSING  
DEVELOPMENT CORPORATION, INC.  
OPERATING AS COUNCIL TOWERS  
PROJECT NO. 066-EH005**

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**FOR THE YEARS ENDED  
JUNE 30, 2016 AND 2015**

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.  
OPERATING AS COUNCIL TOWERS  
PROJECT NO. 066-EH005  
FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
Miami Beach Senior Citizens Housing Development Corporation, Inc.  
Miami Beach, Florida 33139

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Miami Beach Senior Citizens Housing Development Corporation, Inc., operating as Council Towers, HUD Project No. 066-EH005, which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Miami Beach Senior Citizens Housing Development Corporation, Inc. as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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## **Other Matters**

### **Other Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information shown on pages 17 to 26 is presented for purposes of additional analysis as required by the *Consolidated Audit Guide for Audits of HUD Programs* issued by the U.S. Department of Housing and Urban Development, Office of the Inspector General, and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated September 19, 2016, on our consideration of Miami Beach Senior Citizens Housing Development Corporation, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Miami Beach Senior Citizens Housing Development Corporation, Inc.'s internal control over financial reporting and compliance.

*Bellows Associates P.A.*

Bellows Associates, P.A.  
Plantation, Florida  
September 19, 2016



**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**STATEMENTS OF FINANCIAL POSITION**  
**JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>ASSETS</b>		
Cash - operations	\$ 313,956	\$ 90,784
Tenant accounts receivable	28	151
Accounts receivable - HUD	10,540	8,615
Accounts receivable - Other	1,398	-
Prepaid expenses	83,084	105,288
	<u>409,006</u>	<u>204,838</u>
<b>PROPERTY AND EQUIPMENT</b>		
Land improvements	39,976	39,976
Buildings	11,043,026	10,730,626
Building equipment - portable	705,413	700,874
Furnishings	1,301,835	1,266,413
Office furniture and equipment	173,309	173,309
Maintenance equipment	36,051	36,051
	<u>13,299,610</u>	<u>12,947,249</u>
Accumulated depreciation	(11,386,149)	(10,909,738)
	<u>1,913,461</u>	<u>2,037,511</u>
Land	251,780	251,780
	<u>2,165,241</u>	<u>2,289,291</u>
<b>DEPOSITS</b>		
Escrow deposits	43,739	443,976
Replacement reserve	780,143	555,624
Tenant deposits held in trust	67,635	64,200
Total Deposits	<u>891,517</u>	<u>1,063,800</u>
<b>OTHER ASSETS</b>		
Deferred financing costs	1,817	2,312
Miscellaneous other assets	150,049	151,876
Total Other Assets	<u>151,866</u>	<u>154,188</u>
<b>TOTAL ASSETS</b>	<u>\$ 3,617,630</u>	<u>\$ 3,712,117</u>

See accompanying notes to the financial statements

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**STATEMENTS OF FINANCIAL POSITION (CONTINUED)**  
**JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>LIABILITIES</b>		
Mortgage payable	\$ 1,883,578	\$ 2,343,488
Accounts payable - operations	255,456	86,389
Accounts payable - other	7,971	11,049
Accrued wages payable	40,362	52,346
Accrued payroll taxes payable	609	-
Accrued management fee payable	11,925	13,357
Accrued interest payable - mortgage	10,791	26,656
Miscellaneous current liabilities	29,399	113,203
Tenant deposits held in trust	62,430	61,489
Prepaid revenue	2,191	2,535
<b>TOTAL LIABILITIES</b>	<u>2,304,712</u>	<u>2,710,512</u>
<b>NET ASSETS</b>		
Unrestricted net assets	1,312,918	1,001,605
Temporarily restricted net assets	-	-
Permanently restricted net assets	-	-
<b>TOTAL NET ASSETS</b>	<u>1,312,918</u>	<u>1,001,605</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><u>\$ 3,617,630</u></u>	<u><u>\$ 3,712,117</u></u>

See accompanying notes to the financial statements

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**STATEMENTS OF ACTIVITIES**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>REVENUES</b>		
Rent	\$ 3,322,643	\$ 3,252,270
Financial	12,172	8,268
Other	2,772	14,944
<b>TOTAL REVENUES</b>	<u>3,337,587</u>	<u>3,275,482</u>
<b>EXPENSES</b>		
Administrative	499,045	399,721
Utilities	472,726	508,199
Operating and maintenance	837,440	906,835
Taxes and insurance	419,443	413,423
Depreciation	476,411	440,649
Amortization	495	495
Financial	143,077	171,446
Multifamily housing service coordinators	177,637	163,407
<b>TOTAL EXPENSES</b>	<u>3,026,274</u>	<u>3,004,175</u>
<b>CHANGE IN NET ASSETS</b>	311,313	271,307
<b>NET ASSETS AT BEGINNING OF YEAR</b>	1,001,605	730,298
<b>NET ASSETS AT END OF YEAR</b>	<u>\$ 1,312,918</u>	<u>\$ 1,001,605</u>

See accompanying notes to the financial statements

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Rental receipts	\$ 3,316,021	\$ 3,258,187
Interest received	1,457	1,665
Other cash received	2,772	14,944
Total receipts	<u>3,320,250</u>	<u>3,274,796</u>
Administrative	(141,809)	(145,751)
Management fee	(144,994)	(141,360)
Utilities	(479,715)	(471,448)
Salaries and wages	(546,557)	(440,661)
Operating and maintenance	(662,785)	(700,976)
Property insurance	(106,121)	(139,774)
Miscellaneous taxes and insurance	(314,664)	(288,454)
Tenant deposits held in trust	(2,494)	(1,197)
Interest on mortgage	(158,942)	(160,298)
Total disbursements	<u>(2,558,081)</u>	<u>(2,489,919)</u>
Net cash provided by operating activities	<u>762,169</u>	<u>784,877</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Deposits to mortgage escrow and interest retained in account	(79,159)	(331,155)
Withdrawals from the escrow account	479,396	163,032
Deposits to reserve for replacement and interest retained in account	(213,804)	(211,314)
Withdrawals from reserve for replacement	-	145,849
Purchase of fixed assets	(156,309)	(139,971)
Other investing activities - construction in progress	(109,211)	(64,367)
Net cash (used in) investing activities	<u>(79,087)</u>	<u>(437,926)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Mortgage principal payments	(459,910)	(363,347)
Net cash (used in) financing activities	<u>(459,910)</u>	<u>(363,347)</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	223,172	(16,396)
<b>BEGINNING OF YEAR CASH</b>	<u>90,784</u>	<u>107,180</u>
<b>END OF YEAR CASH</b>	<u>\$ 313,956</u>	<u>\$ 90,784</u>
<b>SUPPLEMENTAL DISCLOSURES:</b>		
Noncash investing activities		
Purchase of fixed assets	\$ 196,052	\$ 10,789
Construction in Progress	(111,038)	87,509
Accounts payable	(85,014)	(98,298)
	<u>\$ -</u>	<u>\$ -</u>
Interest paid	<u>\$ 158,942</u>	<u>\$ 160,298</u>

See accompanying notes to the financial statements

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**STATEMENTS OF CASH FLOWS (CONTINUED)**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 311,313	\$ 271,307
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation expenses	476,411	440,649
Amortization expense	495	495
Net realized and unrealized gain on investments	(10,715)	(6,603)
Increase or decrease in:		
Tenant accounts receivable	123	2,161
Accounts receivable - other	(3,323)	358
Prepaid expenses	22,204	22,623
Cash restricted for tenant security deposits	(3,435)	(3,034)
Accounts payable	(6,534)	18,771
Accrued liabilities	(9,102)	23,359
Accrued interest payable	(15,865)	11,148
Tenant deposits held in trust	941	1,837
Prepaid revenue	(344)	1,806
Net cash provided by operating activities	<u>\$ 762,169</u>	<u>\$ 784,877</u>

See accompanying notes to the financial statements

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Miami Beach Senior Citizens Housing Development Corporation, Inc., operating as Council Towers, (the Project) was organized as a non-profit corporation in the State of Florida, to acquire an interest in real property located in Miami Beach, Florida. The corporation has constructed and operates an apartment complex of 252 units, under Section 202 of the National Housing Act of 1959 and Section 8 of the National Housing Act of 1937. Such projects are regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to rent charges and operating methods. The Regulatory Agreement prohibits any distribution of surplus cash available at the end of each year.

The Project's major program is its Section 202 Supportive Housing for the Elderly – Direct Loan. The Project's Section 8 Housing Assistance Payment (HAP) Program provides for a significant portion of the Project's rental income through rental assistance from HUD. The Project's Section 8 program is nonmajor.

The following significant accounting policies have been followed in the preparation of the financial statements:

**Fixed Assets**

Fixed assets and organization costs are stated at cost. The Project currently capitalizes fixed assets over \$1,000 and all lesser items are expensed. Depreciation of fixed assets is provided using the straight-line method over the estimated useful lives of the assets, as follows:

	<u>Years</u>
Land improvements	5
Building and equipment-fixed	5-40
Furniture and equipment	5-20

Depreciation expense for the years ended June 30, 2016 and 2015 was \$476,411 and \$440,649, respectively.

**Amortization**

Deferred financing costs are being amortized over the life of the mortgage (40 years) on a straight-line basis.

**Financial Statement Presentation**

The accompanying financial statements were prepared in conformity with accounting principles generally accepted in the United States of America. The Project reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Accordingly, none of the Project's net assets are subject to donor-imposed restrictions and are therefore accounted for as unrestricted net assets.

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**  
**(CONTINUED)**

**Income Taxes**

The Project is currently exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Project's Forms 990, Return of Organization Exempt from Income Tax, for the years ending 2012, 2013, 2014, and 2015 are subject to examination by the Internal Revenue Service, generally for three years after they were filed. Currently no year is under examination.

**Cash and Cash Equivalents**

For the statement of cash flows, all unrestricted investment instruments with original maturities of three months or less are cash equivalents. The Project has no cash equivalents at June 30, 2016 and 2015.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Date of Management's Review**

Management has evaluated subsequent events through the time of issuance of these financial statements on September 19, 2016.

**NOTE 2 – RELATED PARTIES**

The Project is sponsored by Elderly Housing Development and Operations Corporation (EHDOC). The bylaws of the Project require that the Board of Directors be composed of eight members. The President and Executive Director of EHDOC shall, by virtue of their offices, be members of the Board of Directors and the remaining directors shall be selected by EHDOC.

EHDOC manages the complex and provides accounting services, for which EHDOC receives fees. The total amount charged by EHDOC for management fees for the years ended June 30, 2016 and 2015 was \$143,562 and \$142,790, respectively, which is approximately 4.42% of gross receipts. The total amount charged by EHDOC for accounting services for the years ended June 30, 2016 and 2015 was \$19,656 for both years. The total amount charged by EHDOC for quality assurance services for the years ended June 30, 2016 and 2015 was \$8,190 and \$7,898, respectively. For the years ended June 30, 2016 and 2015 the Project incurred other costs to EHDOC in the amount of \$374,616 and \$410,674, respectively, which may include reimbursements for insurance, pension, and other project expenses. The total due to EHDOC as of June 30, 2016 and 2015 was \$30,471 and \$13,995, respectively.



**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 3 – HUD RESTRICTED DEPOSITS**

Reserve for Replacement

Under the regulatory agreement, the Project is required to set aside amounts for the replacement of property and other project expenditures approved by HUD. Replacement reserve deposits, which approximate \$780,143 and \$555,624 at June 30, 2016 and 2015, respectively, are held in separate accounts and generally are not available for operating purposes. As of June 30, 2016 the required monthly deposits to the replacement reserve accounts were fully met. As of June 30, 2015, the required deposits to the replacement reserve were not fully met and a finding was issued.

**NOTE 4 – MORTGAGE PAYABLE**

The mortgage payable to and insured by HUD was approved for \$7,773,700. The mortgage is payable in 480 monthly installments of principal and interest, beginning January 1983. The annual interest rate is 6.875%. The mortgage note is secured by the apartment complex.

Maturities of the mortgage note for the Project, in each of the next five years are as follows:

<u>June 30,</u>	
2017	\$ 455,942
2018	488,294
2019	522,943
2020	416,399
2021	-
	<u>\$ 1,883,578</u>

For the years ending June 30, 2016 and 2015 interest expense on the mortgage was \$143,077 and \$171,446, respectively.

**NOTE 5 – RENT INCREASES**

Under the regulatory agreement, the Project may not increase rents charged to tenants without HUD approval.

**NOTE 6 – FUNCTIONAL ALLOCATION OF EXPENSES**

Expenditures incurred in connection with project operations and expenditures made for corporate purposes have been summarized by natural expense classification basis in the statements of activities.

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 6 – FUNCTIONAL ALLOCATION OF EXPENSES (CONTINUED)**

For the years ended June 30, 2016 and 2015, the Project expended \$3,026,274 and \$3,004,175, respectively. They have estimated that on a functional classification basis these expenses would be allocated as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 2,527,229	\$ 2,604,454
General and administrative	499,045	399,721
Fundraising	-	-
Total	<u>\$ 3,026,274</u>	<u>\$ 3,004,175</u>

**NOTE 7 – INTANGIBLE ASSETS**

Intangible assets consist of deferred financing costs associated with the HUD Section 202 Direct Loan program. As of June 30, 2016 and 2015, deferred financing costs were \$19,806 for both years. The total deferred financing costs are being amortized over the life of the mortgage (40 years) on a straight-line basis. Accumulated amortization as of June 30, 2016 and 2015 was \$17,989 and \$17,494, respectively.

Amortization expense in each of the next five years is estimated as follows:

**June 30:**

2017	\$ 495
2018	495
2019	495
2020	332
2021	-

Amortization expense for the years ended June 30, 2016 and 2015 was \$495 for both years.

**NOTE 8 – FAIR VALUE MEASUREMENTS**

Accounting standards provide a framework for measuring fair value based on a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value, as follows: Level 1, which refers to securities valued using unadjusted quoted prices from active markets for identical assets; Level 2, which refers to securities not traded on an active market but for which observable market inputs are readily available; and Level 3, which refers to securities valued based on significant unobservable inputs. Assets and liabilities are classified in their entirety on the lowest level of input that is significant to the fair value measurement.

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 8 – FAIR VALUE MEASUREMENTS (CONTINUED)**

Level 1	Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Project has the ability to access.
Level 2	<p>Inputs to the valuation methodology include</p> <ul style="list-style-type: none"> <li>• Quoted prices for similar assets or liabilities in active markets;</li> <li>• Quoted prices for identical or similar assets or liabilities in active markets;</li> <li>• Inputs other than quoted prices that are observable for the asset or liability; and</li> <li>• Inputs that are derived principally from or corroborated by observable market data by correlation or other means.</li> </ul> <p>If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.</p>
Level 3	Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

Changes in valuation techniques may result in transfers in or out of an investment's assigned level within the hierarchy.

**Asset Valuation Techniques**

Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2016 and 2015.

- *U.S. government securities:* Valued using pricing models maximizing the use of observable inputs for similar securities.

The following tables set forth by level within the fair value hierarchy a summary of the Project's investments measured at fair value on a recurring basis at June 30, 2016 and 2015:

**Fair Value Measurements as of June 30, 2016**

	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Cash management accounts	\$ 50,594	\$ -	\$ -	\$ 50,594
U.S. government securities	292,596	-	-	292,596
Total	<u>\$ 343,190</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 343,190</u>

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 8 – FAIR VALUE MEASUREMENTS (CONTINUED)**

**Fair Value Measurements as of June 30, 2015**

	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Cash management accounts	\$ 43,908	\$ -	\$ -	\$ 43,908
U.S. government securities	288,567	-	-	288,567
Total	<u>\$ 332,475</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 332,475</u>

The Project's policy is to recognize all transfers between levels at the beginning of the reporting period. For the years ended June 30, 2016 and 2015, there were no significant transfers in or out of Level 1, 2 or 3.

**NOTE 9 – INVESTMENTS**

For the years ended June 30, 2016 and 2015, the Project's investments (including gains and losses on investments bought and sold, as well as held during the year) appreciated in value by \$10,715 and \$6,603, respectively, as presented in the statements of activities as follows:

	<u>2016</u>	<u>2015</u>
Net change in appreciation in fair value of investments whose fair value was determined based upon market prices:		
U.S. government securities	<u>\$ 10,715</u>	<u>\$ 6,603</u>
Net change in appreciation in fair value of investments	<u>\$ 10,715</u>	<u>\$ 6,603</u>

**NOTE 10 – EMPLOYEE BENEFIT – PENSION PLAN**

The employees of the Project are covered under a defined benefit pension plan. The collectively bargained plan is sponsored by the Service Employees International Union. Pension expense for the years ended June 30, 2016 and 2015 was \$97,338 and \$79,984 respectively. The Project also provides a 401k plan for its employees through Franklin Templeton Investments. The Project matches employee contributions up to a limit of 3% of employee compensation for the year. 401k contribution expense for the years ended June 30, 2016 and 2015 was \$5,338 and \$5,001, respectively.

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 11 – CURRENT VULNERABILITY DUE TO CERTAIN CONCENTRATIONS**

The Project's sole asset is a 252-unit apartment building. The Project's operations are concentrated in the multifamily real estate market. In addition, the Project operates in a heavily regulated environment. The operations of the Project are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

The Project maintains its cash balances at two financial institutions, one of which balances are insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC). Account balances at the other financial institution are protected by the Securities Investor Protection Corporation (SIPC) up to \$500,000, which includes a \$250,000 limit for cash. At June 30, 2016 and 2015, cash balances exceeded the federally insured limit by \$684,963 and \$596,645, respectively, at the FDIC insured financial institution. At June 30, 2016 and 2015, cash balances exceeded the SIPC insured limit by \$91,178 and \$80,463, respectively. The Project has not experienced any loss in such accounts and believes it is not exposed to any significant credit risk on its cash balances.

**NOTE 12 – RECLASSIFICATIONS**

Certain items in the June 30, 2015 report have been reclassified to conform to current year classification. Such reclassifications had no effect on previously reported net income.

## **SUPPLEMENTARY INFORMATION**

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**INDEX TO SUPPLEMENTARY INFORMATION REQUIRED BY HUD**  
**FOR THE YEAR ENDED JUNE 30, 2016**

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**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**STATEMENT OF FINANCIAL POSITION DATA**  
**JUNE 30, 2016**

**ASSETS**

<b>CURRENT ASSETS</b>		
1120	Cash - operations	\$ 313,956
1130	Tenant accounts receivable	28
1135	Accounts receivable - HUD	10,540
1140	Accounts receivable - commercial rent	1,398
1200	Prepaid expenses	83,084
1100T	Total Current Assets	<u>409,006</u>
1191	TENANT DEPOSITS HELD IN TRUST	<u>67,635</u>
<b>DEPOSITS</b>		
1310	Escrow deposits	43,739
1320	Replacement reserve	780,143
1300T	Total Deposits	<u>823,882</u>
<b>PROPERTY AND EQUIPMENT</b>		
1410	Land	291,756
1420	Buildings	11,043,026
1440	Building equipment - portable	705,413
1460	Furnishings	1,301,835
1465	Office furniture and equipment	173,309
1470	Maintenance equipment	36,051
1400T	Total Fixed Assets	<u>13,551,390</u>
1495	Accumulated Depreciation	<u>11,386,149</u>
1400N	Net Fixed Assets	<u>2,165,241</u>
<b>OTHER ASSETS</b>		
1520	Deferred financing costs	1,817
1590	Miscellaneous other assets	
	1590-010 Construction in progress	150,049
1500T	Total Other Assets	<u>151,866</u>
1000T	TOTAL ASSETS	<u>\$ 3,617,630</u>

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**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**STATEMENT OF FINANCIAL POSITION DATA (CONTINUED)**  
**JUNE 30, 2016**

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
2110	Accounts payable - operations	\$ 255,456
2116	Accounts payable - section 8	7,971
2120	Accrued wages payable	40,362
2121	Accrued payroll taxes payable	609
2123	Accrued management fee payable	11,925
2131	Accrued interest payable - first mortgage	10,791
2170	Mortgage payable - first mortgage	455,942
2190	Miscellaneous current liabilities	
	2190-010 Accrued audit fees	9,985
	2190-010 Accrued accounting fees	1,700
	2190-010 Accrued health and pension	17,714
2210	Prepaid revenue	2,191
2122T	Total Current Liabilities	<u>814,646</u>
2191	TENANT DEPOSITS HELD IN TRUST	<u>62,430</u>
<b>LONG TERM LIABILITIES</b>		
2320	Mortgage payable - first mortgage	1,427,636
2300T	Total Long Term Liabilities	<u>1,427,636</u>
2000T	Total Liabilities	<u>2,304,712</u>
<b>NET ASSETS</b>		
3131	Unrestricted net assets	1,312,918
3132	Temporarily restricted net assets	-
3133	Permanently restricted net assets	-
3130	Total Net Assets	<u>1,312,918</u>
2033T	TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,617,630</u>

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**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**STATEMENT OF ACTIVITIES DATA**  
**FOR THE YEAR ENDED JUNE 30, 2016**

<b>REVENUES</b>		
5120	Rent revenue - gross potential	\$ 808,412
5121	Tenant assistance payments	2,470,422
5140	Rent revenue - stores and commercial	46,124
5100T	Total Rent Revenue	<u>3,322,958</u>
5220	Vacancies - apartments	2,315
5200T	Total Vacancies	<u>2,315</u>
5152N	Net Rental Revenue	<u>3,322,643</u>
5440	Revenue from investments - replacement reserve	11,513
5490	Revenue from investments - miscellaneous	
5490-010	Escrow deposits	659
5400T	Total Financial Revenue	<u>12,172</u>
5910	Laundry and vending revenue	356
5920	Tenant charges	1,646
5990	Miscellaneous revenue	
5990-010	Refunds and settlements	770
5900T	Total Other Revenue	<u>2,772</u>
5000T	Total Revenue	<u>3,337,587</u>
<b>EXPENSES</b>		
6203	Conventions and meetings	1,148
6204	Management consultants	3,000
6210	Advertising and marketing	1,060
6310	Office salaries	181,888
6311	Office expenses	85,147
6320	Management fee	143,562
6330	Manager or superintendent salaries	46,493
6340	Legal expense - project	809
6350	Audit expense	9,985
6351	Bookkeeping fees/accounting services	21,356
6390	Miscellaneous administrative expenses	4,597
6263T	Total Administrative Expenses	<u>499,045</u>
6450	Electricity	260,981
6451	Water	49,711
6452	Gas	25,381
6453	Sewer	136,653
6400T	Total Utilities Expense	<u>472,726</u>

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**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**STATEMENT OF ACTIVITIES DATA (CONTINUED)**  
**FOR THE YEAR ENDED JUNE 30, 2016**

6510	Payroll	\$ 223,327
6515	Supplies	181,167
6520	Contracts	44,952
6525	Garbage and trash removal	34,092
6530	Security Payroll Contract	226,361
6546	Heating/cooling repairs and maintenance	65,953
6590	Miscellaneous operating and maintenance	61,588
6500T	Total Operating and Maintenance Expenses	<u>837,440</u>
6711	Payroll taxes	41,893
6720	Property & liability insurance	131,967
6722	Workmen's compensation	13,227
6723	Health insurance and other employee benefits	227,464
6790	Miscellaneous taxes, licenses, permits, and insurance	4,892
6700T	Total Taxes and Insurance	<u>419,443</u>
6820	Interest on first mortgage payable	143,077
6800T	Total Financial Expenses	<u>143,077</u>
6900	Multifamily housing service coordinators	<u>177,637</u>
6000T	Total Cost of Operations Before Depreciation	<u>2,549,368</u>
5060T	Profit before Depreciation	788,219
6600	Depreciation expenses	476,411
6610	Amortization expense	495
5060N	Operating Profit	<u>311,313</u>
3247	Change in Unrestricted Net Assets from Operations	311,313
3248	Change in Temporarily Restricted Net Assets from Operations	-
3249	Change in Permanently Restricted Net Assets from Operations	-
3250	Change in Total Net Assets from Operations	<u>\$ 311,313</u>
S1000-010	Total first mortgage principal payments required during the audit period.	\$ 459,910
S1000-020	The total of all monthly reserve for replacement deposits required during the audit period even if deposits have been temporarily waived or suspended.	\$ 212,394
S1000-030	Replacement Reserves or Residual Receipts and releases which are included as expense items on this Profit and Loss statement.	\$ -
S1000-040	Project Improvement Reserve Releases under the Flexible Subsidy Program that are included as expense items on this Profit and Loss statement.	\$ -

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**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**STATEMENT OF EQUITY DATA**  
**FOR THE YEAR ENDED JUNE 30, 2016**

S1100-060	Previous Year Unrestricted Net Assets	\$ 1,001,605
3247	Change in Unrestricted Net Assets from Operations	311,313
S1100-065	Other Changes in Unrestricted Net Assets	<u>-</u>
3131	Unrestricted Net Assets	<u>1,312,918</u>
S1100-070	Previous Year Temporarily Restricted Net Assets	-
3248	Change in Temporarily Restricted Net Assets from Operations	-
S1100-075	Other Changes in Temporarily Restricted Net Assets	<u>-</u>
3132	Temporarily Restricted Net Assets	<u>-</u>
S1100-080	Previous Year Permanently Restricted Net Assets	-
3249	Change in Permanently Restricted Net Assets from Operations	-
S1100-085	Other Changes in Permanently Restricted Net Assets	<u>-</u>
3133	Permanently Restricted Net Assets	<u>-</u>
S1100-050	Previous Year Total Net Assets	1,001,605
3250	Change in Total Net Assets from Operations	311,313
S1100-055	Other Changes in Total Net Assets	<u>-</u>
3130	Total Net Assets	<u><u>\$ 1,312,918</u></u>

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**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**STATEMENT OF CASH FLOWS DATA**  
**FOR THE YEAR ENDED JUNE 30, 2016**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
S1200-010 Rental receipts	\$ 3,316,021
S1200-020 Interest receipts	1,457
S1200-030 Other operating receipts	2,772
S1200-040 Total receipts	<u>3,320,250</u>
S1200-050 Administrative	(141,809)
S1200-070 Management fee	(144,994)
S1200-090 Utilities	(479,715)
S1200-100 Salaries and wages	(546,557)
S1200-110 Operating and maintenance	(662,785)
S1200-140 Property insurance	(106,121)
S1200-150 Miscellaneous taxes and insurance	(314,664)
S1200-160 Tenant security deposits	(2,494)
S1200-180 Interest on first mortgage	<u>(158,942)</u>
S1200-230 Total disbursements	<u>(2,558,081)</u>
S1200-240 Net cash provided by operating activities	<u>762,169</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
S1200-245 Net deposits to the mortgage escrow account	400,237
S1200-250 Net deposits to the reserve for replacement account	(213,804)
S1200-330 Net purchase of fixed assets	(156,309)
S1200-340 Other investing activities - construction in progress	<u>(109,211)</u>
S1200-350 Net cash (used in) investing activities	<u>(79,087)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
S1200-360 Principal payments - first mortgage	<u>(459,910)</u>
S1200-460 Net cash (used in) financing activities	<u>(459,910)</u>
S1200-470 NET INCREASE IN CASH AND CASH EQUIVALENTS	223,172
S1200-480 BEGINNING OF PERIOD CASH	<u>90,784</u>
S1200T END OF PERIOD CASH	<u>\$ 313,956</u>

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**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**STATEMENT OF CASH FLOWS DATA (CONTINUED)**  
**FOR THE YEAR ENDED JUNE 30, 2016**

RECONCILIATION OF NET PROFIT TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
3250	Change in total net assets from operations	\$ 311,313
	Adjustments to reconcile net profit to net cash provided by operating activities	
6600	Depreciation expenses	476,411
6610	Amortization expense	495
	Increase or decrease in:	
S1200-490	Tenant accounts receivable	123
S1200-500	Accounts receivable - other	(3,323)
S1200-520	Prepaid expenses	22,204
S1200-530	Cash restricted for tenant security deposits	(3,435)
S1200-540	Accounts payable	(6,534)
S1200-560	Accrued liabilities	(9,102)
S1200-570	Accrued interest payable	(15,865)
S1200-580	Tenant security deposits held in trust	941
S1200-590	Prepaid revenue	(344)
S1200-600	Other adjustments - unrealized gain on investments	(10,715)
S1200-610	Net cash provided by operating activities	<u>\$ 762,169</u>

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**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.  
OPERATING AS COUNCIL TOWERS  
PROJECT NO. 066-EH005  
COMPUTATION OF SURPLUS CASH  
FOR THE YEAR ENDED JUNE 30, 2016**

Surplus Cash, Distributions, and Residual Receipts (Annual)

S1300-010	Cash	\$ 381,591
1135	Accounts receivable - HUD	10,540
S1300-040	Total Cash	<u>392,131</u>
Current Obligations		
S1300-050	Accrued mortgage interest payable	10,791
S1300-075	Accounts payable - 30 days	255,456
S1300-100	Accrued expenses	82,295
2210	Prepaid revenue	2,191
2191	Tenant deposits held in trust	62,430
S1300-110	Other current obligations - accounts payable - section 8	7,971
S1300-140	Total Current Obligations	<u>421,134</u>
S1300-150	Cash (Deficiency)	<u>\$ (29,003)</u>
S1300-210	Deposit Due Residual Receipts	<u>\$ -</u>

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MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.  
OPERATING AS COUNCIL TOWERS  
PROJECT NO. 066-EH005  
SCHEDULE OF CHANGES IN FIXED ASSET ACCOUNTS  
FOR THE YEAR ENDED JUNE 30, 2016

1410P	Beginning Balance Land		\$	291,756
1410AT	Additions			-
1410DT	Deductions			-
1410	Ending Balance Land			<u>291,756</u>
1420P	Beginning Balance Buildings			10,730,626
1420AT	Additions			312,400
1420A-010/030	A/C unit	\$	2,850	
1420A-010/030	Automatic doors (2)		13,752	
1420A-010/030	Boilers (2), boiler pump, boiler heat exchanger		19,450	
1420A-010/030	Cabinets		12,000	
1420A-010/030	Elevator generator and motor		9,789	
1420A-010/030	Elevator cable and sheave		8,713	
1420A-010/030	Fire alarm system and wires		152,524	
1420A-010/030	Fire impact doors (11)		20,031	
1420A-010/030	Fire pump controllers (2) and fire alarm controller		36,281	
1420A-010/030	Fire pump piping		17,910	
1420A-010/030	Flow switch and pump		1,050	
1420A-010/030	Laundry room ducts (2)		5,000	
1420A-010/030	Sliding door		9,250	
1420A-010/030	Roof exhaust fan		1,580	
1420A-010/030	Water flow and generator switch		2,220	
1420DT	Deductions			-
1420	Ending Balance Buildings			<u>11,043,026</u>
1440P	Beginning Balance Building Equipment - Portable			700,874
1440AT	Additions			4,539
1440A-010/030	Refrigerator		3,049	
1440A-010/030	Surveillance system		1,490	
1440DT	Deductions			-
1440	Ending Balance Building Equipment - Portable			<u>705,413</u>
1460P	Beginning Balance Furnishings			1,266,413
1460AT	Additions			35,422
1460A-010/030	Bathtub		1,200	
1460A-010/030	Flooring (18)		34,222	
1460DT	Deductions			-
1460	Ending Balance Furnishings			<u>1,301,835</u>
1465P	Beginning Balance Office Furniture and Equipment			173,309
1465AT	Additions			-
1465DT	Deductions			-
1465	Ending Balance Office Furniture and Equipment			<u>173,309</u>
1470P	Beginning Balance Maintenance Equipment			36,051
1470AT	Additions			-
1470DT	Deductions			-
1470	Ending Balance Maintenance Equipment			<u>36,051</u>
1400PT	Total Beginning Balance for Fixed Assets			13,199,029
1400AT	Total Asset Additions			352,361
1400DT	Total Asset Deductions			-
1400T	Total Fixed Assets			<u>13,551,390</u>
1495P	Beginning Balance for Accumulated Depreciation			10,909,738
6600	Total Provisions			476,411
1400ADT	Total Accumulated Depreciation from Disposed Assets			-
1495	Ending Balance for Accumulated Depreciation			<u>11,386,149</u>
1400N	Total Net Book Value		\$	<u>2,165,241</u>

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**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.  
OPERATING AS COUNCIL TOWERS  
PROJECT NO. 066-EH005  
SCHEDULE OF RESERVE FOR REPLACEMENT  
FOR THE YEAR ENDED JUNE 30, 2016**

**Reserve for Replacement:**

1320P	Balance at beginning of year	\$ 555,624
1320DT	Total monthly deposits	212,394
1320ODT	Other deposits	
	1320OD-010 to correct prior year underfunding	612
1320INT	Interest on replacement reserve accounts	798
1320UGL	Unrealized gain	<u>10,715</u>
1320	Balance at end of the year, confirmed by mortgagee	<u>\$ 780,143</u>
1320R	Deposits suspended or waived indicator	N

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**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.  
OPERATING AS COUNCIL TOWERS  
PROJECT NO. 066-EH005  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2016**

<b>Federal Grantor/Pass through Grantor/Program Title</b>	<b>CFDA Number</b>	<b>Expenditures</b>
U. S. Department of Housing and Urban Development:		
Section 202 Supportive Housing for the Elderly – Direct Loan	14.157	\$ 2,343,488
Section 8 Housing Assistance Payments Program	14.195	<u>2,470,422</u>
Total		<u>\$ 4,813,910</u>

**NOTE A – BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards includes the federal award activity of Miami Beach Senior Citizens Housing Development Corporation, Inc., operating as Council Towers, HUD Project No. 066-EH005, and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Miami Beach Senior Citizens Housing Development Corporation, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Miami Beach Senior Citizens Housing Development Corporation, Inc.

**NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Miami Beach Senior Citizens Housing Development Corporation, Inc. has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

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**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)**  
**FOR THE YEAR ENDED JUNE 30, 2016**

**NOTE C – U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT DIRECT LOAN PROGRAM**

Miami Beach Senior Citizens Housing Development Corporation, Inc. has received a U.S. Department of Housing and Urban Development direct loan under section 202 of the National Housing Act. The loan balance outstanding at the beginning of the year is included in the federal expenditures presented in the schedule. Miami Beach Senior Citizens Housing Development Corporation, Inc. received no additional loans during the year. The balance of the loan outstanding at June 30, 2016 consists of:

<u>CFDA Number</u>	<u>Program Name</u>	<u>Outstanding Balance at June 30, 2016</u>
14.157	Section 202 Supportive Housing for the Elderly – Direct Loan	\$1,883,578

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.  
OPERATING AS COUNCIL TOWERS  
PROJECT NO. 066-EH005  
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED JUNE 30, 2016**

**FINDINGS – MAJOR FEDERAL AWARD PROGRAM AUDIT**

**FINDING No. 2015-001: Section 8 Housing Assistance Payments Program, CFDA 14.195**

<b>Current Status:</b>	Cleared.
<b>Statement of Condition for Previous Finding:</b>	The Project's required monthly Replacement Reserve was increased in October 2014. The Project failed to implement the increase in the monthly deposit during the audit period.
<b>Previous Response For Finding:</b>	Management and the bank have been informed of the increase in the amount to be funded monthly.
<b>Narrative:</b>	Corrective action has been taken and the required monthly deposits are being properly funded.

**FINDING No. 2015-002: Section 202 Supportive Housing for the Elderly, CFDA 14.157**

<b>Current Status:</b>	Cleared.
<b>Statement of Condition for Previous Finding:</b>	The Project failed to make a timely payment on June 2015's mortgage, as required by the Regulatory Agreement.
<b>Previous Response For Finding:</b>	Two payments were made on 7/8/2015 in order to be current with the monthly mortgage. To ensure timely monthly payments, property accountants will be made aware that payments recorded, should be verified monthly with the bank statements.
<b>Narrative:</b>	Corrective action has been taken and the required monthly mortgage payments are being made on a timely basis.

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.  
OPERATING AS COUNCIL TOWERS  
PROJECT NO. 066-EH005  
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2016**

**FINDING No. 2015-003: Section 202 Supportive Housing for the Elderly, CFDA 14.157**

<b>Current Status:</b>	Cleared.
<b>Statement of Condition for Previous Finding:</b>	The Project has overfunded the insurance escrow account.
<b>Previous Response For Finding:</b>	Management has made the bank aware of the excessive amount being escrowed and have reduced the monthly insurance escrow to a more accurate amount.
<b>Narrative:</b>	Corrective action has been taken and the Project has ensured that the insurance escrow account is not excessively overfunded by reducing the monthly funding.

**FINDING No. 2015-004: Section 8 Housing Assistance Payments Program, CFDA 14.195**

<b>Current Status:</b>	Cleared.
<b>Statement of Condition for Previous Finding:</b>	The Project did not refund a security deposit plus accrued interest to a tenant within the state and HUD requirement of 30 days.
<b>Previous Response For Finding:</b>	The security deposit and accrued interest have been refunded to the moved out tenant. In addition, training has been set up for managers and staff to ensure that going forward all moved out tenants are refunded their security deposits plus accrued interest and/or provided with an itemized list of any unpaid rent, damages, and an estimated cost for repair within the period required by the state law and HUD.
<b>Narrative:</b>	The Project refunded the tenant the amount owed for the security deposit and accrued interest. However, in the current year, the Project has a repeat security deposit finding on four tenants.





INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER  
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors of  
Miami Beach Senior Citizens Housing Development Corporation, Inc.  
Miami Beach, Florida 33139

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Miami Beach Senior Citizens Housing Development Corporation, Inc., operating as Council Towers, which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 19, 2016.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Miami Beach Senior Citizens Housing Development Corporation, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Miami Beach Senior Citizens Housing Development Corporation, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Miami Beach Senior Citizens Housing Development Corporation, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

954.838.7000  
Broward

305.553.1310  
Miami-Dade

954.838.7888 Fax

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Miami Beach Senior Citizens Housing Development Corporation, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Bellows Associates P.A.*

Bellows Associates, P.A.  
Plantation, Florida  
September 19, 2016





INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of  
Miami Beach Senior Citizens Housing Development Corporation, Inc.  
Miami Beach, Florida 33139

**Report on Compliance for Each Major Federal Program**

We have audited Miami Beach Senior Citizens Housing Development Corporation, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Miami Beach Senior Citizens Housing Development Corporation, Inc.'s major federal programs for the year ended June 30, 2016. Miami Beach Senior Citizens Housing Development Corporation, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of Miami Beach Senior Citizens Housing Development Corporation, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Miami Beach Senior Citizens Housing Development Corporation, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Miami Beach Senior Citizens Housing Development Corporation, Inc.'s compliance.

**Opinion on Each Major Federal Program**

In our opinion, Miami Beach Senior Citizens Housing Development Corporation, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

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Miami-Dade

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### **Other Matters**

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2016-001. Our opinion on the major federal program is not modified with respect to this matter.

Miami Beach Senior Citizens Housing Development Corporation, Inc.'s response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Miami Beach Senior Citizens Housing Development Corporation, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

### **Report on Internal Control over Compliance**

Management of Miami Beach Senior Citizens Housing Development Corporation, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Miami Beach Senior Citizens Housing Development Corporation, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Miami Beach Senior Citizens Housing Development Corporation, Inc.'s internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Bellows Associates P.A.*

Bellows Associates, P.A.  
Plantation, Florida  
September 19, 2016

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED JUNE 30, 2016**

**SUMMARY OF AUDITOR'S RESULTS**

1. The auditor's report expresses an unmodified opinion on whether the financial statements of the Project were prepared in accordance with GAAP.
2. No material weaknesses were identified during the audit of the financial statements.
3. No instances of noncompliance material to the financial statements of the Project were disclosed during the audit.
4. No material weaknesses were identified during the audit of the major federal award programs.
5. The auditor's report on compliance for the major federal award programs for the Project expresses an unmodified opinion.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The Project's program tested as major was:

**Name of Federal Program or Cluster**

**CFDA Number**

**U.S. Department of Housing & Urban Development Section 202**  
**Supportive Housing for the Elderly – Direct Loan**

**14.157**

8. The threshold for distinguishing Types A and B programs was \$750,000.
9. The Project was not determined to be a low-risk auditee.

**FINDINGS – FINANCIAL STATEMENT AUDIT**

No matters are reportable.

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.**  
**OPERATING AS COUNCIL TOWERS**  
**PROJECT NO. 066-EH005**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)**  
**FOR THE YEAR ENDED JUNE 30, 2016**

**FINDINGS – MAJOR FEDERAL AWARD PROGRAM AUDIT**

<b>FINDING No. 2016-001:</b>	<b>Section 202 Direct Loan, CFDA 14.157</b>
<b>Finding Resolution Status:</b>	Resolved.
<b>Information on Universe Population Size:</b>	Nineteen tenants.
<b>Sample Size Information:</b>	Nineteen tenants that moved out during the year were reviewed to determine if security deposits plus accrued interest was refunded in accordance with the Florida state requirement of 15 days.
<b>Identification of Repeat Finding and Finding Reference Number:</b>	Yes, 2015-004.
<b>Criteria:</b>	As required by HUD regulations, the owner must either: (1) refund the full security deposit plus accrued interest to a tenant that does not owe any amounts under the lease within 15 days; or (2) provide the tenant with an itemized list of any unpaid rent, damages to the unit, and an estimated cost for repair, along with a statement of the tenant's rights under state and local laws within 30 days.
<b>Statement of Condition:</b>	The Project did not refund security deposits plus accrued interest to four tenants within the state required 15 days from tenant move out.
<b>Cause:</b>	The Project did not follow the state law and HUD regulations for refunding security deposits resulting in untimely refunds of security deposits to four tenants.
<b>Effect or Potential Effect:</b>	The Project is not in compliance with HUD regulations and state laws requiring tenant security deposits to be refunded within 15 days of a tenant move out if no assessments are made against that tenant.
<b>Auditor Non-Compliance Code:</b>	M – Security Deposits

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.  
OPERATING AS COUNCIL TOWERS  
PROJECT NO. 066-EH005  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2016**

**FINDINGS – MAJOR FEDERAL AWARD PROGRAM AUDIT (CONTINUED)**

<b>FINDING No. 2016-001:</b>	<b>Section 202 Direct Loan, CFDA 14.157</b>
<b>Reporting Views of Responsible Officials:</b>	The Project agrees with the finding and the auditor's recommendations will be adopted.
<b>Recommendation:</b>	The Project should comply with state law and HUD regulations for refunding security deposits and ensure all refunds are made to the move-out tenants within the required period.
<b>Response Indicator:</b>	Agree.
<b>Completion Date:</b>	06/20/2016
<b>Response:</b>	All tenant security refunds have since been issued. The property manager was unaware of the 15-day policy. Management has set up training for managers and staff to ensure that all moved out tenants are refunded their security deposit plus accrued interest and/or provided with an itemized list of any unpaid rent, damages, and an estimated cost for repair within the period required by the state law and HUD.

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.  
OPERATING AS COUNCIL TOWERS  
PROJECT NO. 066-EH005  
CORRECTIVE ACTION PLAN  
FOR THE YEAR ENDED JUNE 30, 2016**

Oversight Agency for Audit,

Miami Beach Senior Citizens Housing Development Corporation, Inc., respectfully submits the following corrective action plan for the year ended June 30, 2016.

Name and address of independent public accounting firm: Bellows Associates, P.A., 7890 Peters Rd., Suite G-102, Plantation, Florida 33324

Audit period: July 1, 2015 through June 30, 2016

The finding from the June 30, 2016 schedule of findings and questioned costs is discussed below.

**FINDINGS – MAJOR FEDERAL AWARD PROGRAM AUDIT**

**FINDING NO. 2016-001: Section 202 Direct Loan, CFDA 14.157**

Recommendation: The Project should comply with state law and HUD regulations for refunding security deposits and ensure all refunds are made to the move-out tenants within the required period.

Action Taken: All tenant security refunds have since been issued. The property manager was unaware of the 15-day policy. Management has set up training for managers and staff to ensure that all moved out tenants are refunded their security deposit plus accrued interest and/or provided with an itemized list of any unpaid rent, damages, and an estimated cost for repair within the period required by the state law and HUD.

If the audit Oversight Agency has questions regarding these plans, please call Hubert Reuter at 954-835-9200.

Sincerely yours,



Hubert Reuter  
Vice President of Finance & Accounting



MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.  
OPERATING AS COUNCIL TOWERS  
PROJECT NO. 066-EH005  
CERTIFICATION OF OFFICERS  
FOR THE YEAR ENDED JUNE 30, 2016

We hereby certify that we have examined the accompanying financial statements and supplemental data of Miami Beach Senior Citizens Housing Development Corporation, Inc., operating as Council Towers, and, to the best of our knowledge and belief, the same is complete and accurate.

*Erica Schuchman*  
Signature

*Treasurer*  
Title

*954-835-9200*  
Telephone Number

*Maria C. Grudone*  
Signature

*Secretary*  
Title

*954-835-9200*  
Telephone Number

*59-1894621*  
Federal Employer Identification Number

MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.  
OPERATING AS COUNCIL TOWERS  
PROJECT NO. 066-EH005  
CERTIFICATION OF MANAGEMENT AGENT  
FOR THE YEAR ENDED JUNE 30, 2016

We hereby certify that we have examined the accompanying financial statements and supplemental data of Miami Beach Senior Citizens Housing Development Corporation, Inc., operating as Council Towers, and, to the best of our knowledge and belief, the same is complete and accurate.

EHDOL  
Management Agent's Name  
[Signature]  
Signature - Agent's Representative  
VP, Finance Accounting  
Title

65-0665009  
Federal Employer Identification Number



INDEPENDENT ACCOUNTANT'S REPORT ON  
APPLYING AGREED-UPON PROCEDURE

To the Board of Directors of  
Miami Beach Senior Citizens Housing Development Corporation, Inc.  
Miami Beach, Florida 33139

We have performed the procedure described in the second paragraph of this report, which was agreed to by Miami Beach Senior Citizens Housing Development Corporation, Inc., operating as Council Towers, and the U.S. Department of Housing and Urban Development, Public Indian Housing-Real Estate Assessment Center (PIH-REAC), solely to assist them in determining whether the electronic submission of certain information agrees with the related hard copy documents included within the OMB Uniform Guidance reporting package. Miami Beach Senior Citizens Housing Development Corporation, Inc. is responsible for the accuracy and completeness of the electronic submission. This agreed-upon procedure engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States. The sufficiency of the procedure is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedure described below either for the purpose for which this report has been requested or for any other purpose.

We compared the electronic submission of the items listed in the "UFRS Rule Information" column with the corresponding printed documents listed in the "Hard Copy Documents" column. The results of the performance of our agreed-upon procedure indicate agreement or non-agreement of the electronically submitted information and hard copy documents as shown in the attached chart.

We were engaged to perform an audit in accordance with the audit requirements of Title 2 U.S. Code of the Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), by Miami Beach Senior Citizens Housing Development Corporation, Inc. as of and for the year ended June 30, 2016, and have issued our reports thereon dated September 19, 2016. The information in the "Hard Copy Documents" column was included within the scope, or was a by-product of that audit. Further, our opinion on the fair presentation of the supplementary information dated September 19, 2016, was expressed in relation to the basic financial statements of Miami Beach Senior Citizens Housing Development Corporation, Inc. taken as a whole.

A copy of the reporting package required by the Uniform Guidance, which includes the auditor's reports, is available in its entirety from Miami Beach Senior Citizens Housing Development Corporation, Inc. We have not performed any additional auditing procedures since the date of the aforementioned audit reports. Further, we take no responsibility for the security of the information transmitted electronically to the U.S. Department of Housing and Urban Development, PIH-REAC.

This report is intended solely for the information and use of Miami Beach Senior Citizens Housing Development Corporation, Inc. and the U.S. Department of Housing and Urban Development, PIH-REAC, and is not intended to be and should not be used by anyone other than these specified parties.

*Bellows Associates P.A.*

Bellows Associates, P.A.  
Plantation, Florida  
September 19, 2016

954.838.7000  
Broward

305.553.1310  
Miami-Dade

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-41-

7890 Peters Road, Suite G-102  
Plantation, FL 33324

[www.bellows CPA.com](http://www.bellows CPA.com)

**MIAMI BEACH SENIOR CITIZENS HOUSING DEVELOPMENT CORPORATION, INC.  
 OPERATING AS COUNCIL TOWERS  
 PROJECT NO. 066-EH005  
 ATTACHMENT TO INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING  
 AGREED-UPON PROCEDURE  
 FOR THE YEAR ENDED JUNE 30, 2016**

<b>UFRS Rule Information</b>	<b>Hard Copy Document(s)</b>	<b>Findings</b>
Balance Sheet, Revenue and Expense and Cash Flow Data (account numbers 1120 to 7100T and the S1200 series)	Supplementary Information with Financial Statement Data	Agrees
Surplus Cash (S1300 series of accounts)	Computation of Surplus Cash, Distributions and Residual Receipts (Annual)	Agrees
Footnotes (S3100 series of accounts)	Notes to the audited Financial Statements	Agrees
Type of Opinion on the Financial Statements and Auditor Reports (S3400, S3500, and S3600 series of accounts)	Auditor's Reports on the Financial Statements, Compliance, and Internal Control	Agrees
Type of Opinion on Supplemental Data (account S3400-100)	Auditor's Report on Supplementary Information	Agrees
Audit Findings Narrative (S3800 series of accounts)	Schedule of Findings and Questioned Costs	Agrees
General Information (S3300, S3700, and S3800 series of accounts)	Schedule of Findings and Questioned Costs and OMB Data Collection Form	Agrees

**EXHIBIT “B”  
EEAP Application**



## Miami-Dade County Emergency and Evacuation Assistance Program

### Applicant Instructions and Information

The Emergency and Evacuation Assistance Program (EEAP) is designed for individuals living at home that need assistance with evacuation and sheltering. Additionally, the program may also be utilized post disaster to provide other assistance such as wellness checks. Residents of assisted living facilities (ALF) or nursing homes do not qualify for this program, because these business entities must have their own emergency plans for their clients.

Please note that all Miami-Dade County residents are expected to make their own plans to evacuate their families and pets. It is important that everyone be responsible for their own safety and make a plan that includes where to go, who to contact, what to bring, and how to get there. However, the County realizes that some individuals may need assistance. Individuals meeting one of the following categories are eligible for assistance from the County:

- Those who require specialized transportation and/or have no transportation.
- Those whose medical needs prevent them from evacuating on their own.

*Please note that upon processing your application, a representative from the Miami-Dade County Office of Emergency Management (OEM) will contact you if further clarification is necessary.*

.....

#### What You Should Know To Be Evacuation Ready:

- The EEAP registry is used for any emergency requiring evacuation.
- **Do not wait until an evacuation order is given to request being added to the Registry.**
- Resources are limited and pre-registered clients will have priority when an emergency arises.
- Evacuation centers do not offer the same level of care equipment available as health care facilities.
- Only basic medical care and assistance are available.
- Special needs enhanced beds and cots are provided on a limited basis.
- Individuals requiring a higher level of medical care will be placed in participating local hospitals.
- **Due to a limited number of staff, we recommend that a caregiver accompany you and remain with you during your stay at the evacuation center to ensure your needs are met in a timely manners.**
- If you have a special diet, bring those dietary items with you so as you to ensure the highest level of comfort.
- Remember to bring a disaster kit that includes: bedding, medications, and personal supplies (food, water, and medical equipment).
- Ensure that you eat a meal prior to leaving your home.
- All Miami-Dade County evacuation centers accept individuals with service animals.
  - If you have a service animal, please include their food and supplies in your disaster kit.

**All sections of this application must be completed. If you require a higher level of medical care, your primary care physician (PCP) should complete and sign this application prior to submitting it to our office.** If more than one person in your household requires medical assistance during evacuations, each person must complete a separate application. Special instructions will be mailed to you once your application has been processed.

You will be contacted on an semi-annual basis to re-certify your need for this program. You do not need to complete an application every year. Should you have any questions, please call the EEAP Support Line at (305) 513-7700. Please keep a copy of the complete application for your records and mail the original to:

**Miami-Dade County Office of Emergency Management  
Emergency and Evacuation Assistance Program  
9300 NW 41 Street, Doral, FL 33178**

**This application is available in English, Spanish, and Haitian Creole. To request this material in alternate format such as Braille, Large Print or electronically, please call (305) 468-5900.**

If you need disaster preparedness tips, contact the Miami-Dade County 3-1-1 Answer Center by dialing 3-1-1 or calling (305) 468-5900 (TTY/TDD users call (305) 468-5402). For more information or to complete on line visit:  
**[www.miamidade.gov/fire/eeap.asp](http://www.miamidade.gov/fire/eeap.asp)**

# Application for the Emergency and Evacuation Assistance Program

PLEASE PRINT CLEARLY

Please read the instructions on page one and complete this application in full or it will be returned to you.

Which type of assistance are you interested in?

- ☐ **Evacuation Assistance** (doctor's signature may be necessary based on medical needs.)  
☐ **Wellness Check** (to have someone contact you post-disaster)

Date of Application \_\_\_\_/\_\_\_\_/\_\_\_\_

Are you a veteran of the US Armed Forces? ☐ Yes ☐ No

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_ Sex ☐ M ☐ F

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Primary Language \_\_\_\_\_

Type of Residence ☐ House/Duplex ☐ Apt/Condo (What floor? \_\_\_\_ ) ☐ Mobile Home/Trailer

Address \_\_\_\_\_ Apt # \_\_\_\_\_ Building # \_\_\_\_\_

Name of Complex or Sub-division \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address (if different from above) \_\_\_\_\_

Home Telephone (\_\_\_\_) \_\_\_\_\_ (TTY/TDD line ☐ Yes) Alternate Phone (\_\_\_\_) \_\_\_\_\_

Living Situation ☐ Alone ☐ Relative ☐ Caregiver ☐ Other \_\_\_\_\_

Emergency Contacts:

Local \_\_\_\_\_ Relationship \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Non-Local \_\_\_\_\_ Relationship \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

**\*\*\*People who are only requesting a Wellness Check are encouraged but not required to continue completing the rest of the application.\*\*\***

Will you have a companion/caretaker accompanying you to the evacuation center? ☐ Yes ☐ No

Companion's name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

## Transportation requirements

Do you require that transportation to an evacuation center be provided for you? ☐ Yes ☐ No

If yes, please state why.

How many people need to be evacuated? \_\_\_\_\_

☐ I do not have a car.

☐ I do not have anyone that can drive me.

☐ I am unable to walk to a bus pickup point.

☐ My medical needs prevent me from evacuating on my own.

## What type of assistance do you require on a daily basis? (Check all that apply)

☐ Personal care (dressing/toileting)

☐ Mobility (walking/transferring)

☐ Feeding

☐ Visual guidance ( ☐ blind ☐ visual impairment)

☐ Administering medication

☐ Communicating ( ☐ deaf ☐ nonverbal)

☐ Airway suctioning

☐ Skilled medical care ( ☐ intermittent ☐ continuous)

☐ Wound care

☐ Mental health care ( ☐ intermittent ☐ continuous)

If yes, what type of wound: \_\_\_\_\_

☐ Other (please explain): \_\_\_\_\_

I use: ☐ Wheelchair (I can transfer myself ☐ Yes ☐ No) ☐ Walker ☐ Cane ☐ Crutches

☐ Other Durable Medical Equipment (specify) \_\_\_\_\_ ☐ Service animal

Do you require oxygen? ☐ Intermittent ☐ Continuous ☐ No

Oxygen Provider \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Do you use medical equipment requiring electricity? ☐ Yes ☐ No ( ☐ intermittent ☐ continuous)

Specify equipment requiring electricity \_\_\_\_\_

Are you receiving hospice or home health care? ☐ Yes ☐ No If yes, how many hours a day? \_\_\_\_\_

Agency \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

I am bed bound: ☐ Yes ☐ No

Weight over 300 pounds: ☐ Yes ☐ No

**I have the following conditions** (Check all that apply)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> <b>Alzheimer's Disease</b><br><input type="checkbox"/> early <input type="checkbox"/> moderate <input type="checkbox"/> advanced      | <input type="checkbox"/> <b>Chronic Obstructive Pulmonary Disease (COPD)</b><br>(Chronic Bronchitis / Emphysema)<br><input type="checkbox"/> intermittent oxygen<br><input type="checkbox"/> continuous oxygen | <input type="checkbox"/> <b>Hip replacement</b><br><input type="checkbox"/> ambulatory<br><input type="checkbox"/> non-ambulatory        |
| <input type="checkbox"/> <b>Dementia</b>   |  | <input type="checkbox"/> <b>Cerebrovascular Accident (CVA)</b>   |
| <input type="checkbox"/> <b>Cerebral Palsy</b>   |  | <input type="checkbox"/> <b>Cystic Fibrosis</b>  |
| <input type="checkbox"/> <b>Psychosis</b><br><input type="checkbox"/> controlled <input type="checkbox"/> uncontrolled   | <input type="checkbox"/> <b>Cardiac</b><br><input type="checkbox"/> stable <input type="checkbox"/> unstable   | <input type="checkbox"/> <b>Diabetes</b><br><input type="checkbox"/> Insulin dependent<br><input type="checkbox"/> Non-insulin dependent |
| <input type="checkbox"/> <b>Parkinson's Disease</b><br><input type="checkbox"/> early <input type="checkbox"/> moderate <input type="checkbox"/> advanced      | <input type="checkbox"/> <b>Dialysis</b>   |  |
| <input type="checkbox"/> <b>Neuro-muscular disorders</b><br><input type="checkbox"/> early <input type="checkbox"/> moderate <input type="checkbox"/> advanced | <input type="checkbox"/> <b>Knee replacement</b><br><input type="checkbox"/> ambulatory<br><input type="checkbox"/> non-ambulatory   | <input type="checkbox"/> <b>Seizures</b><br><input type="checkbox"/> controlled <input type="checkbox"/> uncontrolled                    |
|  |  | <input type="checkbox"/> <b>None</b>   |

Other \_\_\_\_\_

**For evacuees requiring enhanced medical care, this section should be completed by the patient's primary care physician (PCP) or home health care nurse.**

PLEASE PRINT CLEARLY

Physician/Nurse's Name \_\_\_\_\_ Phone(\_\_\_\_) \_\_\_\_\_

Primary Diagnosis \_\_\_\_\_

Secondary Diagnosis \_\_\_\_\_

To the best of my knowledge, the information provided on this form is correct and complete.

Signature \_\_\_\_\_ Date \_\_\_\_\_

License Number \_\_\_\_\_

**Applicant Signature & Health Insurance Portability and Accountability Act (HIPAA)**

I certify that this information is correct. I understand that based on this application and the data I have provided, Miami-Dade County will determine which emergency and evacuation assistance, if any, this program may be able to provide. **I understand that there is no cost associated with using any of the County's disaster evacuation centers or disaster transportation services. However, should my medical condition deteriorate and I should need emergency medical treatment while being evacuated or at an evacuation center, then I will be responsible for the applicable charges incurred once I am "admitted as a patient" of a hospital.** I grant permission to medical providers, transportation agencies and other individuals providing me with medical care and disclose any information required to respond to my needs.

HIPAA Privacy Rule: As defined in the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule of 1996, by signing this Authorization, I hereby allow the use or disclosure of my medical information by Miami-Dade County, in order to provide me assistance during emergency evacuations. I understand that information used or disclosed pursuant to this Authorization, may be subject to disclosure by the recipient for the purposes of evacuation, sheltering, transportation and any medical care pursuant to these services. I understand that I have the right to revoke this Authorization at any time except to the extent that Miami-Dade County has already acted in reliance on the Authorization. *To revoke this Authorization, I understand that I must do so by written request to Miami-Dade County Office of Emergency Management, 9300 NW 41 St, Miami, FL 33178. Attention: EEAP.*

I understand that if I choose to revoke this Authorization, I will not receive evacuation assistance.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Name of person completing this application (if not the patient's primary physician or home health care nurse):

Name \_\_\_\_\_ Page 79 of 365 Phone (\_\_\_\_) \_\_\_\_\_





**Emergency Management**

Emergency and Evacuation Assistance Program

9300 NW 41st Street

Miami Florida 33178-2312

125\_01-220 7/15

**Exhibit “C”**  
**Emergency Evacuation Pickup Sites**

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## 2017 HURRICANE SEASON – EMERGENCY EVACUATION PICK-UP SITES

Miami-Dade County encourages individuals living in storm surge planning zones and mobile homes to have arrangements in place to stay outside of the areas called for evacuations during a tropical storm or hurricane. These arrangements should be in place prior to the start of hurricane season (June 1<sup>st</sup>).

For those unable to make such arrangements, the American Red Cross opens Evacuation Centers as shelters of last resort. Individuals that are unable to provide their own transportation to an Evacuation Center can use public evacuation transportation.

Miami-Dade Transit will activate specific Emergency Evacuation Bus Pick-Up Sites by zone (pages 2-4) as directed by the Miami-Dade County Office of Emergency Management. In addition to the zones, mobile home parks are vulnerable to high winds and have designated Evacuation Bus Pick-Up Sites (pages 5-6). If a designated Emergency Evacuation Bus Pick-Up site is not located near you, regular Miami-Dade Transit bus service will continue and residents can utilize regular routes to get to an evacuation bus pick-up site. Evacuees should advise the bus operator of their intention to go to an emergency evacuation pick-up site. Residents can use the trip planner at: <http://www.miamidade.gov/transit/metrobus.asp>.

Emergency Evacuation Bus Pick-Up Sites are identified by a sign that reads “**EMERGENCY EVACUATION BUS PICK-UP SITE**.” The buses placed into service for the evacuation will have displays that read “**EMERGENCY EVACUATION**” and these buses will only travel between Emergency Evacuation Bus Pick-Up Sites and Evacuation Centers. Please note that the evacuation areas will be determined individually for each storm.



To learn which Emergency Evacuation Bus Pick-Up Sites are active during a particular storm you should listen to the local media, monitor the County's website at <http://miamidade.gov/>, or contact Miami-Dade 311 Contact Center.

## ZONE A PICK-UP SITES

(sorted by City)

ZONE A - EVACUATION BUS PICK-UP SITE	ADDRESS	CITY	ZIP
EAST RIDGE RETIREMENT VILLAGE	SW 193 TERR & SW 87 AVE	CUTLER BAY	33157
THE COVE CONDOMINIUM COMMUNITY	21163 SW 85 AVE	CUTLER BAY	33189
VILLAGE OF KEY BISCAYNE FIRE STATION	CRANDON BD & E ENID DR	KEY BISCAYNE	33149
DORSET HOUSE	2500 NE 135 ST	NORTH MIAMI	33181
STRATFORD CONDOMINIUMS	NE 163 ST & NE 28 AVE	NORTH MIAMI BEACH	33160
EASTERN SHORE SHOPPING CENTER	NE 163 ST & NE 35 AVE	NORTH MIAMI BEACH	33160
TARGET SHOPPING CENTER	NE 140 ST & BISCAYNE BLVD	NORTH MIAMI BEACH	33181
WESTMINSTER CHRISTIAN SCHOOL	6855 SW 152 ST	PALMETTO BAY	33157

## ZONE B PICK-UP SITES

ZONE B - EVACUATION BUS PICK-UP SITE	ADDRESS	CITY	ZIP
CORPORATE CENTER OF AVENTURA	NE 209 ST & BISCAYNE BLVD	AVENTURA	33180
BAL HARBOUR VILLAGE HALL	655 96 ST	BAL HARBOR VILLAGE	33154
HARBOR HOUSE CONDOS	10285 COLLINS AVE	BAL HARBOR VILLAGE	33154
BAY HARBOR TOWN HALL	9665 BAY HARBOR TERR	BAY HARBOR ISLANDS	33154
CUTLER RIDGE PARK	10100 SW 200 ST	CUTLER BAY	33157
FRANJO PARK	20175 FRANJO RD	CUTLER BAY	33189
SOUTHLAND MALL (SOUTHSIDE)	10850 SW 211 ST	CUTLER BAY	33189
FLORIDA CITY - CITY HALL	404 W PALM DR	FLORIDA CITY	33034
SOUTH DADE CAMP	13600 SW 312 ST	HOMESTEAD	33033
STANLEY AXLRD UTD TOWERS	1809 BRICKELL AVE	MIAMI	33129
REBECCA TOWERS SOUTH	150 ALTON RD	MIAMI BEACH	33139
COUNCIL TOWERS SOUTH	533 COLLINS AVE	MIAMI BEACH	33139
SOUTH BAY CLUB	800 WEST AVE	MIAMI BEACH	33139
SOUTH SHORE COMMUNITY CENTER	833 6 ST	MIAMI BEACH	33139
STREET LOCATION	920 ALTON RD	MIAMI BEACH	33139
OCEAN FRONT AUDITORIUM	1001 OCEAN DR	MIAMI BEACH	33139
CVS PHARMACY (EAST SIDE)	14 ST & ALTON RD	MIAMI BEACH	33139
IDA FISHER COMMUNITY SCHOOL	1424 DREXEL AVE	MIAMI BEACH	33139
EUCLID GARDENS CONDOMINIUM	1575 EUCLID AVE	MIAMI BEACH	33139
MIAMI BEACH CITY HALL	1700 CONVENTION CENTER DR	MIAMI BEACH	33139

## ZONE B PICK-UP SITES Continued

ZONE B - EVACUATION BUS PICK-UP SITE	ADDRESS	CITY	ZIP
ALTON POINTE	1965 ALTON RD	MIAMI BEACH	33139
MIAMI BEACH GOLF CLUB	2301 ALTON RD	MIAMI BEACH	33140
SCOTT RAKOW YOUTH CENTER	2700 SHERIDAN AVE	MIAMI BEACH	33140
EDITION HOTEL (EAST SIDE)	29 ST & COLLINS AVE	MIAMI BEACH	33140
CROWN HOTEL	4041 COLLINS AVE	MIAMI BEACH	33140
TEMPLE BETH SHALOM	4144 CHASE AVE	MIAMI BEACH	33140
SHERRY FRONTENAC HOTEL	6565 COLLINS AVE	MIAMI BEACH	33141
STREET INTERSECTION	NORMANDY DR & RUE VERSAILLES	MIAMI BEACH	33141
NORMANDY POOL	71 ST & TROUVILLE ESPLANADE (Normandy Dr.)	MIAMI BEACH	33141
NORTH SHORE PARK	72 ST & BYRON AVE	MIAMI BEACH	33141
NORTH SHORE LIBRARY	75 ST & COLLINS AVE	MIAMI BEACH	33141
BISCAYNE ELEMENTARY	800 77 ST	MIAMI BEACH	33141
STREET INTERSECTION	79 ST & HAWTHORNE AVE	MIAMI BEACH	33141
STREET INTERSECTION	81 ST & COLLINS AVE	MIAMI BEACH	33141
ST. JOSEPH'S SCHOOL	8625 BYRON AVE	MIAMI BEACH	33141
KLA SCHOOL	7800 HISPANIOLA AVE	NORTH BAY VILLAGE	33141
ARLEN HOUSE CONDOMINIUMS	BAYVIEW DR. & COLLINS AVE	SUNNY ISLES BEACH	33160
WINSTON TOWERS BLDG 300	230 174 ST	SUNNY ISLES BEACH	33160
WINSTON TOWERS BLDG 100	250 174 ST	SUNNY ISLES BEACH	33160
STREET INTERSECTION	189 ST & COLLINS AVE	SUNNY ISLES BEACH	33160
OCEAN VIEW	193 ST & COLLINS AVE	SUNNY ISLES BEACH	33160
SURFSIDE TOWN CITY HALL	9293 HARDING AVE	SURFSIDE	33154
HUD - PINE ISLAND	SW 272 ST & SW 127 AVE	UNINCORPORATED	33032

## ZONE C PICK-UP SITES

ZONE C - EVACUATION BUS PICK-UP SITE	ADDRESS	CITY	ZIP
OFFICE DEPOT SHOPPING CENTER	NE 179 ST & BISCAYNE BLVD	AVENTURA	33160
LAURA SAUNDERS ELEMENTARY	505 SW 8 ST	HOMESTEAD	33030
HARRIS FIELD	1034 NE 8 ST	HOMESTEAD	33030
STREET INTERSECTION	9050 BISCAYNE BLVD	MIAMI SHORES	33138
BAY VIEW TOWERS	2100 SANS SOUCI BLVD	NORTH MIAMI	33181
CHRIST FELLOWSHIP CHURCH	8900 SW 168 ST	PALMETTO BAY	33157
MAYS MIDDLE SCHOOL	11700 SW 216 ST	UNINCORPORATED	33170
LARRY/PENNY THOMPSON	12451 SW 184 ST	UNINCORPORATED	33177
DADELAND NORTH METRORAIL STATION	8300 SOUTH DIXIE HIGHWAY	UNINCORPORATED	33143

## ZONE D PICK-UP SITES

ZONE D - EVACUATION BUS PICK-UP SITE	ADDRESS	CITY	ZIP
POLICE ATHLETIC LEAGUE GYM	600 SW 14 AVE	HOMESTEAD	33030
WILLIAM B. DICKINSON COMMUNITY CENTER	1601 N. KROME AVE	HOMESTEAD	33030
WEST PERRINE COMMUNITY ACTION AGENCY	17801 HOMESTEAD AVE	UNINCORPORATED	33157
8-1/2 SQUARE MILE	SW 168 ST & SW 197 AVE	UNINCORPORATED	33187
WEST KENDALL TRANSIT TERMINAL	9155 SW 162 AVE	UNINCORPORATED	33196
MIAMI DADE COLLEGE - KENDALL CAMPUS	11011 SW 104 ST	UNINCORPORATED	33176
CORAL REEF PARK AND RIDE LOT	SW 152 ST & 117 AVE	UNINCORPORATED	33177
STREET LOCATION	950 SW 68 AVE	UNINCORPORATED	33144
STREET LOCATION	NE 120 ST & NE 16 AVE	UNINCORPORATED	33161
STREET LOCATION	19800 W DIXIE HWY	UNINCORPORATED	33180

## ZONE E PICK-UP SITES

ZONE E - EVACUATION BUS PICK-UP SITE	ADDRESS	CITY	ZIP
8-1/2 SQUARE MILE	SW 136 ST & SW 202 AVE	UNINCORPORATED	33196

## 2017 HURRICANE SEASON – EMERGENCY EVACUATION PICK-UP SITES

### HURRICANE EVACUATION – MOBILE HOME PARKS (Part 1 of 2)

MOBILE HOME - EVACUATION BUS PICK-UP SITE (SORTED BY ZIPCODE)	ADDRESS	CITY	ZIP
PALM LAKE & WYNKEN BLYNKEN & NOD	W 28 ST & W 14 AVE	HIALEAH	33010
PALMETTO TRAILER ESTATES	3205 W 16 AVE	HIALEAH	33012
HIBISCUS & SUNNY GARDENS TRAILER PARKS	3000 W 16 AVE	HIALEAH	33012
HOLIDAY ACRES MOBILE HOME PARK	1401 W 29 ST	HIALEAH	33012
STRAWBERRY VILLAGE TRAILER PARK	1451 W 29 ST	HIALEAH	33012
HIALEAH TRAILER PARK	425 E 33 ST	HIALEAH	33013
COURTLY MANOR	12401 W OKEECHOBEE RD	HIALEAH GARDENS	33018
JONES FISHING CAMP TRAILER PARK	14601 NW 185 ST	UNINCORPORATED	33018
AQUARIUS MOBILE HOME PARK	451 E LUCY ST	HOMESTEAD	33030
BOARDWALK MOBILE HOME PARK	100 NE 6 AVE	HOMESTEAD	33030
COCOWALK ESTATES	220 NE 12 AVE	HOMESTEAD	33030
HOMESTEAD TRAILER PARK	E MOWRY DR & SE 2 RD	HOMESTEAD	33030
PRINCETONIAN MOBILE HOME PARK	12900 SW 253 TERR	UNINCORPORATED	33032
LEISURE EAST (PALM GARDENS RV PARK)	28300 SW 147 AVE	UNINCORPORATED	33033
PALM GARDENS MOBILE HOME PARK	28501 SW 152 AVE	UNINCORPORATED	33033
PINE ISLE MOBILE HOME PARK	28600 SW 132 AVE	UNINCORPORATED	33033
ANDREW CENTER	19308 SW 380 ST	UNINCORPORATED	33034
FLORIDA CITY CAMP SITE & RV PARK	601 NW 3 AVE	FLORIDA CITY	33034
GATEWAY ESTATES MOBILE HOME PARK	35250 SW 177 CT	UNINCORPORATED	33034
GOLDCOASTER TRAILER PARK	SW 348 ST & SW 187 AVE	UNINCORPORATED	33034
SOUTHERN COMFORT TRAILER PARK	345 E PALM DR	FLORIDA CITY	33034
HONEY HILL	4955 NW 199 ST	UNINCORPORATED	33055
ROYAL COUNTRY	5555 NW 202 TERR	OPALOCKA	33055
RIVIERA PARK	NW 199 ST & NW 37 AVE	MIAMI GARDENS	33056
FLAGAMI PARADISE TRAILER PARK	2750 NW SOUTH RIVER DR	MIAMI	33125
GABLES TRAILER PARK	SW 8 ST & SW 44 AVE	UNINCORPORATED	33134
SILVER COURT TRAILER PARK	SW 8 ST & SW 32 AVE	MIAMI	33135
LITTLE FARM MOBILE COURT	NE 85 ST & BISCAYNE BLVD	MIAMI	33138
ALL STAR 36 STREET	NW 35 ST & NW 30 AVE	UNINCORPORATED	33142
CARELY'S & BLUE BELL TRAILER PARK	NW 41 ST & NW 37 AVE	UNINCORPORATED	33142
FRONTON TRAILER PARK	3617 NW 36 ST	UNINCORPORATED	33142
RIVER PARK TRAILER	2260 NW 27 AVE	UNINCORPORATED	33142
ROYAL DUKE	3620 NW 30 AVE	UNINCORPORATED	33142
LION MIAMI TERRACE TRAILER PARK	1040 SW 70 AVE	UNINCORPORATED	33144

## 2017 HURRICANE SEASON – EMERGENCY EVACUATION PICK-UP SITES

### HURRICANE EVACUATION – MOBILE HOME PARKS (Part 2 of 2)

MOBILE HOME - EVACUATION BUS PICK-UP SITE (SORTED BY ZIPCODE)	ADDRESS	CITY	ZIP
SUNNYSIDE TRAILER PARK	6024 SW 8 ST	WEST MIAMI	33144
WESTHAVEN TRAILER PARK	6020 SW 8 ST	WEST MIAMI	33144
J BAR J MOBILE HOME PARK	2980 NW 79 ST	UNINCORPORATED	33147
MIAMI HEIGHTS TRAILER PARK	3520 NW 79 ST	UNINCORPORATED	33147
PALM LAKE MOBILE HOME PARK	7600 NW 27 AVE	UNINCORPORATED	33147
TROPICAL VILLAGE	1398 NW 79 ST	UNINCORPORATED	33147
COLONIAL ACRES MOBILE HOME PARK	9674 NW 10 AVE	UNINCORPORATED	33150
LITTLE RIVER MOBILE HOME PARK	215 NW 79 ST	UNINCORPORATED	33150
NEW AVOCADO TRAILER PARK	1170 NW 79 ST	UNINCORPORATED	33150
ROVELL TRAILER PARK	939 NW 81 ST	UNINCORPORATED	33150
SUNNYLAND TRAILER PARK	NW 79 ST & NW MIAMI CT	UNINCORPORATED	33150
TRINIDAD COURT	7930 NW MIAMI CT	UNINCORPORATED	33150
WESTLAND MOBILE HOME PK	1175 NW 79 ST	UNINCORPORATED	33150
SIXTH AVE TRAILER PARK	14752 NE 6 AVE	UNINCORPORATED	33161
SHADY OAK	14701 NE 6TH AVE	UNINCORPORATED	33161
MEDLEY MOBILE HOME PARK	8181 NW SOUTH RIVER DR	MEDLEY	33166
REDLAND MOBILE HOME PARK	17360 SW 232 ST	UNINCORPORATED	33170
SILVER PALM MOBILE HOME PARK	17350 SW 232 ST	UNINCORPORATED	33170
LIL' ABNER MOBILE HOME PARK	11239 NW 4 TERR	UNINCORPORATED	33172
LARRY/PENNY THOMPSON	12451 SW 184 ST	UNINCORPORATED	33177
MEDLEY LAKESIDE RETIREMENT PARK	10601 NW 105 WAY	MEDLEY	33178
DIXIE MOBILE COURT	19640 W DIXIE HWY	UNINCORPORATED	33180
HIGHLAND VILLAGE MOBILE HOME PARK	13565 NE 21 AVE	NORTH MIAMI BEACH	33181
BISCAYNE BREEZE PARK	11380 BISCAYNE BLVD	UNINCORPORATED	33181
UNIVERSITY LAKES TRAILER PARK	12850 SW 14 ST	UNINCORPORATED	33184
AMERICANA VILLAGE CONDO	19800 SW 180 AVE	UNINCORPORATED	33187
MIAMI-EVERGLADES KAMPGROUND	20675 SW 162 AVE	UNINCORPORATED	33187
GATOR PARK MOBILE HOME PARK	24050 SW 8 ST	UNINCORPORATED	33194



**Exhibit “D”**  
**Facility Condition Index**

The following table provides an example of a condition grading scheme for facilities using the [Facility Condition Index \(FCI\)](#).

ID	Grade	Description
1	Excellent	Maintenance backlog is 1-2% of <a href="#">CRN</a>
2	Good	Maintenance backlog is 3-5% of CRN
3	Fair	Maintenance backlog is 6-10% of CRN
4	Poor	Maintenance backlog is 11-49% of CRN
5	Very Poor	Maintenance backlog is 50%+ pf CRN

The following table provide another version of a table for facilities.

ID	Grade	Description
1	Very Good	FCI 1-2% Showpiece facility Orderly spotlessness All Components operate and well maintained. Sound of function and appearance. Clean. True to Line. No evidence of deterioration or discoloration. Customer: no concerns
2	Good	FCI 3-5% All Components operate. Operational and functional, minor wear and tear. Increased maintenance inspection required. and well maintained. Sound of function. Showing minor wear and tear and minor deterioration of surfaces. Customer: deterioration causes minimal influence on occupational uses
3	Fair	FCI 6-10% Appearance affected by minor cracking, staining or minor leakage. Minor damage to coatings. Some dampness/ mildew. Minor damage to wall/ ceiling finishes. Minor breakdowns. Regular programmed maintenance inspections essential. Customer: minor restrictions on operational use during minor repairs Customer
4	Poor	FCI 11-49% Fabric damaged. Weakened or displaced. Appearance affected by cracking, staining or breakdowns. Finishes of poor quality and appearance often damaged. Customer: regular complaints
5	Very Poor	FCI 50%+ Fabric/ Finishes badly damaged. Weakened or displaced. Appearance affected by cracking, staining or breakdowns. Finishes badly damaged, marked. Plumbing, Electrical, Mechanical components inoperable or unsafe or safety issues that cannot be mitigated. Customer: not suitable for use by customer

Facility Name:

Inspection Date:

Inspection Performed by:

## City of Miami Beach Facility Inspection Checklist

Item	Condition Good/Fair/Poor	Priority High/ Medium/Low	Action Needed
<b>Exterior-Structural</b>			
<b>ROOF:</b>			
Rooftop in good condition and clear of debris			
Gutters clear of debris			
Roof Latch			
Roof Ladder			
Flashing in good condition			
Other:			
<b>WINDOWS, DOORS, GATES:</b>			
Broken or missing windows			
Doors/gates broken or missing			
Damaged fencing			
Door Locks and other security hardware operable			
<b>Exterior- Electrical</b>			
<b>LIGHTING:</b>			
Exterior lighting adequate & functioning (operable)			
Other:			
<b>Exterior - Site/Grounds</b>			
<b>PARKING &amp; SEWER:</b>			
Safety hazards (heaves and depressions)			
Cracks on and deterioration of paved material			
Damages to and curb clearances			
Oil stains and pools of water			
Proper drainage and/or clogging of drain line			
Wheel Stops			
<b>LANDSCAPING (HARD &amp; SOFT)/SIGNAGE:</b>			
Landscaping – grass cut, limbs trimmed back from building/rooftops			
Lighting in parking lots is operable, free of hazards and clean			
Condition of exterior signage posted			
Other:			
<b>Interior - Structural</b>			
<b>OFFICES/COMMON AREA</b>			
Walls are free of hazards from tears, cracks, holes and water damage			
Flooring is free of hazards from torn carpeting, missing floor tiles, holes, water damage and accumulated refuse			
Sagging ceilings and floors			

Interior - Mechanical			
MECHANICAL:			
HVAC system is operable (chiller, cooling tower, etc.)			
of excessive dirt or dust			
Air conditioning and heating is operable			
Adequate air supply to all work spaces, and facilities			
Switches, valves and electrical panels unobstructed			
Interior - Electrical			
ELECTRICAL SYSTEMS:			
Electrical equipment is properly covered and guarded			
Lighting is adequate (not flickering)			
Other:			
Interior - General Site			
RESTROOMS:			
Maintained and cleaned regularly			
Fully operational - stall partitions, faucets, toilets, and sinks			
DRINKING FOUNTAINS:			
Drinking fountains are accessible			
Water pressure			
Leaks			
Water is clear and tasteless			
Other:			
HAZARDOUS MATERIALS (INTERIOR & EXTERIOR):			
Peeling, chipping or cracking paint			
Hazardous chemicals and flammable materials labeled and stored properly			
PEST/VERMIN INFESTATION:			
Evidence of Pests			
Evidence of active termites			
Other:			
ELEVATORS:			
Emergency phone operable			
Fully operational			
FIRE SAFETY:			
Missing or damaged sprinkler heads			
Emergency alarms are green tagged			
Combustible materials stored away from heat			
Emergency exit signs function as designed, exits/hallways, unobstructed			
Fire alarms pull stations are clearly visible			
Other:			
General			
Page 91 of 365			
CERTIFICATION AND REPORTS:			

[illegible]

**Exhibit “E”**  
**Capital Needs Assessment (CNA)**

REPLACEMENT RESERVE ANALYSIS  
AGE RESTRICTED

Project: Dino Papavero Senior Centre  
Address: 16707 Marygold Avenue  
City, State: Fontana, California

Gross Square Footage: 124,749  
Year Built: 1980 to 1980  
Number of Units: 151

Component	Estimated Useful Life	Effective Age	Remaining Useful Life (RUL)	Total Number	Unit of Measurement	Unit Cost	Total Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	10-Year Total
Parking, Re-Surface or Replace Asphalt Paving	25	12	13	48000	SF	\$0.86	\$ 41,088											\$ -
Parking, Asphalt Sealing	5	2	3	48000	SF	\$0.10	\$ 4,930			\$ 4,930					\$ 4,930			\$ 9,859
Parking Stripes (Per Car)	15	2	13	67	Each	\$7.66	\$ 513											\$ -
Signage, Roadway/Parking	15	7	8	1	Each	\$113.85	\$ 114								\$ 114			\$ 114
Carports - Metal Framed	40	1	39	7	Each	\$4,280.00	\$ 29,960											\$ -
Pedestrian Paving - Concrete Sidewalks and Patios	50	14	36	3000	SF	\$1.07	\$ 3,210											\$ -
Chain-Link Fencing 6' High	40	14	26	60	LF	\$10.25	\$ 615											\$ -
Wrought Iron Picket Fencing 4' High	60	17	43	700	LF	\$33.81	\$ 23,668											\$ -
Dumpster/Trash Enclosure - Masonry	30	3	27	1	Each	\$856.00	\$ 856											\$ -
Storage Shed	30	18	12	1	Each	\$2,996.00	\$ 2,996											\$ -
Wood Storage Shed	30	17	13	1	Each	\$1,500.00	\$ 1,500											\$ -
Sewer Mains	50	37	13	1	Each	\$2,996.00	\$ 2,996											\$ -
Trash Compactor - 125-LB Capacity	20	8	12	1	Each	\$12,840.00	\$ 12,840											\$ -
Painting, Exterior	8	1	7	52750	SF	\$0.64	\$ 33,866							\$ 33,866				\$ 33,866
Concrete Balcony/Patio Slab	40	18	22	69	SF	\$550.00	\$ 37,950											\$ -
Balcony/Elevated Deck Guard Railings - Metal	50	27	23	750	LF	\$77.04	\$ 57,780											\$ -
Common Area Hollow Metal Door - Single (Conditioned Space)	25	16	9	4	Each	\$290.18	\$ 1,161									\$ 1,161		\$ 1,161
Hollow Metal Door - Double (Conditioned Space)	25	17	8	5	Each	\$530.72	\$ 2,654								\$ 2,654			\$ 2,654
Aluminum Framed Sliding Glass Door	30	23	7	69	Each	\$415.16	\$ 28,646					\$ 5,729	\$ 5,729	\$ 5,729	\$ 5,729	\$ 5,729		\$ 28,646
AUL storefront Sliding Automatic Entrance	30	7	23	2	Each	\$4,879.20	\$ 9,758						\$ 5,729	\$ 5,729	\$ 5,729	\$ 5,729		\$ -
Storefront System with Single Door	50	27	23	4	Each	\$746.43	\$ 2,986											\$ -
Storefront System with Double Door	50	27	23	4	Each	\$1,434.66	\$ 5,739											\$ -
Sliding Window (7 + Stories) (Aluminum)	40	28	12	260	Each	\$525.00	\$ 136,500										\$ 27,300	\$ 27,300
Fixed Windows (7 + Stories) (Aluminum)	40	28	12	24	Each	\$475.00	\$ 11,400											\$ -
EPDM Membrane - Fully Ballasted (High-Rise)	15	11	4	24900	SF	\$7.92	\$ 197,101			\$ 65,700	\$ 65,700	\$ 65,700						\$ 197,101
Hot Water Storage Tank - Up to 240 Gallon	15	12	3	1	Each	\$1,027.20	\$ 1,027			\$ 1,027								\$ 1,027
Boiler- Gas 1,275 mbtu/hr	25	10	15	1	Each	\$25,600.00	\$ 25,600											\$ -
Chiller reciprocating drive 210 Ton	20	7	13	1	Each	\$162,500.00	\$ 162,500											\$ -
Boiler- Gas 1,530 mbtu/hr	25	10	15	1	Each	\$25,800.00	\$ 25,800											\$ -
Central Vent & Exhaust (4-10-Story)	20	12	8	17	Each	\$2,225.00	\$ 37,825								\$ 37,825			\$ 37,825
Central Vent & Exhaust (4-10-Story)	20	0	20	1	Each	\$500.00	\$ 500											\$ -
Electric Heat Pump 2-ton (Code Minimum)	15	11	4	1	Each	\$1,892.00	\$ 1,892				\$ 1,892							\$ 1,892
Electric Heat Pump 3-ton (Code Minimum)	15	10	5	3	Each	\$2,225.00	\$ 6,675					\$ 6,675						\$ 6,675
A/C Unit (Code Minimum) (2-Ton)	15	12	3	1	Each	\$955.00	\$ 955			\$ 955								\$ 955
A/C Unit (Code Minimum) (3-Ton)	15	8	7	2	Each	\$1,075.00	\$ 2,150							\$ 2,150				\$ 2,150
A/C Unit (Code Minimum) (4-Ton)	15	10	5	1	Each	\$1,400.00	\$ 1,400					\$ 1,400						\$ 1,400
Hydronic Fan-Coil Chilled H2O Only, 2-Ton	25	12	13	160	Each	\$1,070.00	\$ 171,200											\$ -
Roof-top Gas-Fired Packaged Unit, Electric Cool (7.5-Ton)	15	7	8	4	Each	\$11,600.00	\$ 46,400							\$ 15,467	\$ 15,467	\$ 15,467		\$ 46,400
Roof-top Gas-Fired Packaged Unit, Electric Cool (3-Ton)	15	10	5	2	Each	\$3,850.00	\$ 7,700					\$ 7,700						\$ 7,700
Elevator Cabs - Interior Finish	20	9	11	2	Each	\$4,280.00	\$ 8,560											\$ -
Hoist/Cable Electric Traction passenger elevator 2,000-lb (Up to 8	30	18	12	1	Each	\$160,157.60	\$ 160,158											\$ -
Hoist/Cable Electric Traction passenger elevator 3,500-lb (Up to 8	30	18	12	1	Each	\$165,336.40	\$ 165,336											\$ -
Fire Sprinkler System - High-Rise Apartment Building	50	17	33	124749	SF	\$2.44	\$ 304,338											\$ -
Emergency Call System, Multi-Zone, Annunciator	15	8	7	151	Each	\$1,326.80	\$ 200,347					\$ 40,069	\$ 40,069	\$ 40,069	\$ 40,069	\$ 40,069		\$ 200,347
Emergency Generator (Diesel-Engine) 100kw	25	8	17	1	Each	\$31,329.60	\$ 31,330											\$ -
Intercom System - Central System	20	8	12	1	Each	\$2,717.80	\$ 2,718											\$ -
Ceramic Tile (Common Area)	50	27	23	7000	SF	\$5.01	\$ 35,053											\$ -
VCT 12x12 Tile (Common Area)	20	13	7	750	SF	\$1.72	\$ 1,290							\$ 1,290				\$ 1,290
Durable Sheet Flooring (Common Area)	20	0	20	6950	SF	\$6.63	\$ 46,079											\$ -
Durable Sheet Flooring (Common Area)	20	10	10	1	SF	\$30,000.00	\$ 30,000										\$ 30,000	\$ 30,000
Carpet - Average Quality (Common Area)	10	4	6	3000	SF	\$2.47	\$ 7,419						\$ 7,419					\$ 7,419
Acoustical Ceiling Tile (Common Area)	20	16	4	8800	SF	\$0.87	\$ 7,683			\$ 7,683								\$ 7,683
Solid core Fire Door (Common Area)	35	14	21	4	Each	\$257.66	\$ 1,031											\$ -
Double-Fire Door (Common Area)	35	14	21	6	Each	\$470.80	\$ 2,825											\$ -
Kitchen Countertops (laminates/Wood) (Common Area)	25	19	6	1	Each	\$428.00	\$ 428						\$ 428					\$ 428
Traditional Washing Machine - Residential Size (Common Area)	15	7	8	5	Each	\$480.00	\$ 2,400								\$ 2,400			\$ 2,400
Clothes Dryers - Residential, Gas-Fired (Common Area)	15	6	9	6	Each	\$665.00	\$ 3,990									\$ 3,990		\$ 3,990
Front Loading Washing Machine	15	7	8	2	Each	\$984.40	\$ 1,969								\$ 1,969			\$ 1,969
Basic Resilient Sheet Flooring (Kitchen & 1-Bath) (Apartment)	20	11	9	151	Each	\$342.40	\$ 51,702								\$ 17,234	\$ 17,234	\$ 17,234	\$ 51,702
Carpet - Average Quality (1-Bedroom) (Apartment)	10	5	5	150	Each	\$556.40	\$ 83,460			\$ 16,692	\$ 16,692	\$ 16,692	\$ 16,692	\$ 16,692				\$ 83,460
Carpet - Average Quality (2-Bedroom) (Apartment)	10	5	5	1	Each	\$727.60	\$ 728					\$ 728						\$ 728
Acoustical Ceiling Tile (Apartment)	20	9	11	6000	SF	\$0.87	\$ 5,239											\$ -
Standard Kitchen Cabinets and Countertops (Unit)	25	17	8	151	Each	\$1,284.00	\$ 193,884						\$ 38,777	\$ 38,777	\$ 38,777	\$ 38,777	\$ 38,777	\$ 193,884
Standard Bath Vanity Cabinets (Unit)	25	16	9	136	Each	\$214.00	\$ 29,104								\$ 9,701	\$ 9,701	\$ 9,701	\$ 29,104
Traditional Refrigerator (Unit)	15	9	6	151	Each	\$459.00	\$ 69,309					\$ 23,103	\$ 23,103	\$ 23,103				\$ 69,309
Electric Range (Unit)	25	16	9	136	Each	\$346.00	\$ 47,056								\$ 15,685	\$ 15,685	\$ 15,685	\$ 47,056
HDCP Front Controlled Range (Unit)	25	13	12	15	Each	\$1,100.00	\$ 16,500											\$ -
Traditional Exterior Venting Range Hood (Unit)	25	19	6	151	Each	\$69.50	\$ 10,495						\$ 10,495					\$ 10,495
Microwave (Unit)	10	4	6	151	Each	\$125.00	\$ 18,875					\$ 6,292	\$ 6,292	\$ 6,292				\$ 18,875
Kitchen Disposal (Unit)	10	6	4	151	Each	\$86.50	\$ 13,062				\$ 13,062							\$ 13,062

UNINFLATED COSTS:

TOTAL RESERVE REPLACEMENT		\$ -	\$ -	\$ 89,304	\$ 105,029	\$ 174,088	\$ 149,003	\$ 183,435	\$ 192,554	\$ 147,814	\$ 138,698	\$ 1,179,924
Per unit		\$ -	\$ -	\$ 591	\$ 696	\$ 1,153	\$ 987	\$ 1,215	\$ 1,275	\$ 979	\$ 919	\$ 781

\* Note: The Effective Age does not necessarily equal the actual age. Many factors determine the effective age

of a certain component including preventative maintenance programs. In addition, replacement of the majority of the components has been spread over a number of years to help alleviate inflated reserve requirements.

REPLACEMENT RESERVE ANALYSIS  
AGE RESTRICTED

Project: Dino Papavero Senior Centre  
Address: 16707 Marygold Avenue  
City, State: Fontana, California

Gross Square Footage: 124,749  
Year Built: 1980 to 1980  
Number of Units: 151

Component	Estimated Useful Life	Effective Age	Remaining Useful Life (RUL)	Total Number	Unit of Measurement	Unit Cost	Total Cost	10-Year Total	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	11-20 Year Total	1-20 Year Total
Parking, Re-Surface or Replace Asphalt Paving	25	12	13	48000	SF	\$0.86	\$ 41,088	\$ -	\$ 8,218	\$ 8,218	\$ 8,218	\$ 8,218	\$ 8,218						\$ 41,088	\$ 41,088
Parking, Asphalt Sealing	5	2	3	48000	SF	\$0.10	\$ 4,930	\$ 9,859			\$ 4,930					\$ 4,930			\$ 9,859	\$ 19,718
Parking Stripes (Per Car)	15	2	13	67	Each	\$7.66	\$ 513	\$ -			\$ 513								\$ 513	\$ 513
Signage, Roadway/Parking	15	7	8	1	Each	\$113.85	\$ 114	\$ 114											\$ -	\$ 114
Carports - Metal Framed	40	1	39	7	Each	\$4,280.00	\$ 29,960	\$ -											\$ -	\$ -
Pedestrian Paving - Concrete Sidewalks and Patios	50	14	36	3000	SF	\$1.07	\$ 3,210	\$ -											\$ -	\$ -
Chain-Link Fencing 6' High	40	14	26	60	LF	\$10.25	\$ 615	\$ -											\$ -	\$ -
Wrought Iron Picket Fencing 4' High	60	17	43	700	LF	\$33.81	\$ 23,668	\$ -											\$ -	\$ -
Dumpster/Trash Enclosure - Masonry	30	3	27	1	Each	\$856.00	\$ 856	\$ -											\$ -	\$ -
Storage Shed	30	18	12	1	Each	\$2,996.00	\$ 2,996	\$ -		\$ 2,996									\$ 2,996	\$ 2,996
Wood Storage Shed	30	17	13	1	Each	\$1,500.00	\$ 1,500	\$ -			\$ 1,500								\$ 1,500	\$ 1,500
Sewer Mains	50	37	13	1	Each	\$2,996.00	\$ 2,996	\$ -			\$ 2,996								\$ 2,996	\$ 2,996
Trash Compactor - 125-LB Capacity	20	8	12	1	Each	\$12,840.00	\$ 12,840	\$ -		\$ 12,840									\$ 12,840	\$ 12,840
Painting, Exterior	8	1	7	52750	SF	\$0.64	\$ 33,866	\$ 33,866					\$ 33,866						\$ 33,866	\$ 67,731
Concrete Balcony/Patio Slab	40	18	22	69	SF	\$550.00	\$ 37,950	\$ -											\$ -	\$ -
Balcony/Elevated Deck Guard Railings - Metal	50	27	23	750	LF	\$77.04	\$ 57,780	\$ -											\$ -	\$ -
Common Area Hollow Metal Door - Single (Conditioned Space)	25	16	9	4	Each	\$290.18	\$ 1,161	\$ 1,161											\$ -	\$ 1,161
Hollow Metal Door - Double (Conditioned Space)	25	17	8	5	Each	\$530.72	\$ 2,654	\$ 2,654											\$ -	\$ 2,654
Aluminum Framed Sliding Glass Door	30	23	7	69	Each	\$415.16	\$ 28,646	\$ 28,646											\$ -	\$ 28,646
AUL storefront Sliding Automatic Entrance	30	7	23	2	Each	\$4,879.20	\$ 9,758	\$ -											\$ -	\$ -
Storefront System with Single Door	50	27	23	4	Each	\$746.43	\$ 2,986	\$ -											\$ -	\$ -
Storefront System with Double Door	50	27	23	4	Each	\$1,434.66	\$ 5,739	\$ -											\$ -	\$ -
Sliding Window (7 + Stories) (Aluminum)	40	28	12	260	Each	\$525.00	\$ 136,500	\$ 27,300	\$ 27,300	\$ 27,300	\$ 27,300	\$ 27,300							\$ 109,200	\$ 136,500
Fixed Windows (7 + Stories) (Aluminum)	40	28	12	24	Each	\$475.00	\$ 11,400	\$ -		\$ 11,400									\$ 11,400	\$ 11,400
EPDM Membrane - Fully Ballasted (High-Rise)	15	11	4	24900	SF	\$7.92	\$ 197,101	\$ 197,101								\$ 65,700	\$ 65,700	\$ 65,700	\$ 197,101	\$ 394,202
Hot Water Storage Tank - Up to 240 Gallon	15	12	3	1	Each	\$1,027.20	\$ 1,027	\$ 1,027								\$ 1,027			\$ 1,027	\$ 2,054
Boiler- Gas 1,275 mbtu/hr	25	10	15	1	Each	\$25,600.00	\$ 25,600	\$ -				\$ 8,533	\$ 8,533	\$ 8,533					\$ 25,600	\$ 25,600
Chiller reciprocating drive 210 Ton	20	7	13	1	Each	\$162,500.00	\$ 162,500	\$ -	\$ 32,500	\$ 32,500	\$ 32,500	\$ 32,500	\$ 32,500						\$ 162,500	\$ 162,500
Boiler- Gas 1,530 mbtu/hr	25	10	15	1	Each	\$25,800.00	\$ 25,800	\$ -				\$ 8,600	\$ 8,600	\$ 8,600					\$ 25,800	\$ 25,800
Central Vent & Exhaust (4-10-Story)	20	12	8	17	Each	\$2,225.00	\$ 37,825	\$ 37,825											\$ -	\$ 37,825
Central Vent & Exhaust (4-10-Story)	20	0	20	1	Each	\$500.00	\$ 500	\$ -									\$ 167	\$ 333	\$ 500	\$ 500
Electric Heat Pump 2-ton (Code Minimum)	15	11	4	1	Each	\$1,892.00	\$ 1,892	\$ 1,892									\$ 1,892		\$ 1,892	\$ 3,784
Electric Heat Pump 3-ton (Code Minimum)	15	10	5	3	Each	\$2,225.00	\$ 6,675	\$ 6,675										\$ 6,675	\$ 6,675	\$ 13,350
A/C Unit (Code Minimum) (2-Ton)	15	12	3	1	Each	\$955.00	\$ 955	\$ 955								\$ 955			\$ 955	\$ 1,910
A/C Unit (Code Minimum) (3-Ton)	15	8	7	2	Each	\$1,075.00	\$ 2,150	\$ 2,150											\$ -	\$ 2,150
A/C Unit (Code Minimum) (4-Ton)	15	10	5	1	Each	\$1,400.00	\$ 1,400	\$ 1,400										\$ 1,400	\$ 1,400	\$ 2,800
Hydronic Fan-Coil Chilled H2O Only, 2-Ton	25	12	13	160	Each	\$1,070.00	\$ 171,200	\$ -	\$ 34,240	\$ 34,240	\$ 34,240	\$ 34,240	\$ 34,240						\$ 171,200	\$ 171,200
Roof-top Gas-Fired Packaged Unit, Electric Cool (7.5-Ton)	15	7	8	4	Each	\$11,600.00	\$ 46,400	\$ 46,400											\$ -	\$ 46,400
Roof-top Gas-Fired Packaged Unit, Electric Cool (3-Ton)	15	10	5	2	Each	\$3,850.00	\$ 7,700	\$ 7,700										\$ 7,700	\$ 7,700	\$ 15,400
Elevator Cabs - Interior Finish	20	9	11	2	Each	\$4,280.00	\$ 8,560	\$ -	\$ 8,560										\$ 8,560	\$ 8,560
Hoist/Cable Electric Traction passenger elevator 2,000-lb (Up to 4-Story)	30	18	12	1	Each	\$160,157.60	\$ 160,158	\$ -	\$ 53,386	\$ 53,386	\$ 53,386								\$ 160,158	\$ 160,158
Hoist/Cable Electric Traction passenger elevator 3,500-lb (Up to 4-Story)	30	18	12	1	Each	\$165,336.40	\$ 165,336	\$ -	\$ 55,112	\$ 55,112	\$ 55,112								\$ 165,336	\$ 165,336
Fire Sprinkler System - High-Rise Apartment Building	50	17	33	124749	SF	\$2.44	\$ 304,338	\$ -											\$ -	\$ -
Emergency Call System, Multi-Zone, Annunciator	15	8	7	151	Each	\$1,326.80	\$ 200,347	\$ 200,347											\$ -	\$ 200,347
Emergency Generator (Diesel-Engine) 100kw	25	8	17	1	Each	\$31,329.60	\$ 31,330	\$ -							\$ 31,330				\$ 31,330	\$ 31,330
Intercom System - Central System	20	8	12	1	Each	\$2,717.80	\$ 2,718	\$ -		\$ 2,718									\$ 2,718	\$ 2,718
Ceramic Tile (Common Area)	50	27	23	7000	SF	\$5.01	\$ 35,053	\$ -											\$ -	\$ -
VCT 12x12 Tile (Common Area)	20	13	7	750	SF	\$1.72	\$ 1,290	\$ 1,290											\$ -	\$ 1,290
Durable Sheet Flooring (Common Area)	20	0	20	6950	SF	\$6.63	\$ 46,079	\$ -										\$ 46,079	\$ 46,079	\$ 46,079
Durable Sheet Flooring (Common Area)	20	10	10	1	SF	\$30,000.00	\$ 30,000	\$ 30,000											\$ -	\$ 30,000
Carpet - Average Quality (Common Area)	10	4	6	3000	SF	\$2.47	\$ 7,419	\$ 7,419						\$ 7,419					\$ 7,419	\$ 14,837
Acoustical Ceiling Tile (Common Area)	20	16	4	8800	SF	\$0.87	\$ 7,683	\$ 7,683											\$ -	\$ 7,683
Solid core Fire Door (Common Area)	35	14	21	4	Each	\$257.66	\$ 1,031	\$ -											\$ -	\$ -
Double-Fire Door (Common Area)	35	14	21	6	Each	\$470.80	\$ 2,825	\$ -											\$ -	\$ -
Kitchen Countertops (laminates/Wood) (Common Area)	25	19	6	1	Each	\$428.00	\$ 428	\$ 428											\$ -	\$ 428
Traditional Washing Machine - Residential Size (Common Area)	15	7	8	5	Each	\$480.00	\$ 2,400	\$ 2,400											\$ -	\$ 2,400
Clothes Dryers - Residential, Gas-Fired (Common Area)	15	6	9	6	Each	\$665.00	\$ 3,990	\$ 3,990											\$ -	\$ 3,990
Front Loading Washing Machine	15	7	8	2	Each	\$984.40	\$ 1,969	\$ 1,969											\$ -	\$ 1,969
Basic Resilient Sheet Flooring (Kitchen & 1-Bath) (Apartment)	20	11	9	151	Each	\$342.40	\$ 51,702	\$ 51,702											\$ -	\$ 51,702
Carpet - Average Quality (1-Bedroom) (Apartment)	10	5	5	150	Each	\$556.40	\$ 83,460	\$ 83,460			\$ 16,692	\$ 16,692	\$ 16,692	\$ 16,692	\$ 16,692				\$ 83,460	\$ 166,920
Carpet - Average Quality (2-Bedroom) (Apartment)	10	5	5	1	Each	\$727.60	\$ 728	\$ 728					\$ 728						\$ 728	\$ 1,455
Acoustical Ceiling Tile (Apartment)	20	9	11	6000	SF	\$0.87	\$ 5,239	\$ -	\$ 5,239										\$ 5,239	\$ 5,239
Standard Kitchen Cabinets and Countertops (Unit)	25	17	8	151	Each	\$1,284.00	\$ 193,884	\$ 193,884											\$ -	\$ 193,884
Standard Bath Vanity Cabinets (Unit)	25	16	9	136	Each	\$214.00	\$ 29,104	\$ 29,104											\$ -	\$ 29,104
Traditional Refrigerator (Unit)	15	9	6	151	Each	\$459.00	\$ 69,309	\$ 69,309											\$ -	\$ 69,309
Electric Range (Unit)	25	16	9	136	Each	\$346.00	\$ 47,056	\$ 47,056											\$ -	\$ 47,056
HDCP Front Controlled Range (Unit)	25	13	12	15	Each	\$1,100.00	\$ 16,500	\$ -		\$ 16,500									\$ 16,500	\$ 16,500
Traditional Exterior Venting Range Hood (Unit)	25	19	6	151	Each	\$69.50	\$ 10,495	\$ 10,495											\$ -	\$ 10,495
Microwave (Unit)	10	4	6	151	Each	\$125.00	\$ 18,875	\$ 18,875						\$ 6,292	\$ 6,292	\$ 6,292			\$ 18,875	\$ 37,750
Kitchen Disposal (Unit)	10	6	4	151	Each	\$86.50	\$ 13,062	\$ 13,062					\$ 13,062						\$ 13,062	\$ 26,123

UNINFLATED COSTS:

TOTAL RESERVE REPLACEMENT	\$ 1,179,924	\$ 224,554	\$ 257,209	\$ 237,387	\$ 149,144	\$ 149,668	\$ 47,536	\$ 54,313	\$ 72,612	\$ 67,759	\$ 127,887	\$ 1,388,069	\$ 2,567,994
Per unit	\$ 781	\$ 1,487	\$ 1,703	\$ 1,572	\$ 988	\$ 991	\$ 315	\$ 360	\$ 481	\$ 449	\$ 847	\$ 919	\$ 850

\* Note: The Effective Age does not necessarily equal the actual age. Many factors determine the effective age of a certain component including preventative maintenance programs. In addition, replacement of the majority of the components has been spread over a number of years to help alleviate inflated reserve requirements.



**Exhibit "F"**  
**Uniform Physical Condition Standards Inspection Checklist**

**Uniform Physical Condition Standards - Comprehensive Listing**  
**Inspectable Area: Site**

Page: \_\_\_\_\_ of \_\_\_\_\_

Property ID / Name: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Fencing and Gates	Damaged/Falling/Leaning						NLT
	Holes						NLT
	Missing Sections						NLT
Grounds	Erosion/Rutting Areas						NLT
	Overgrown/Penetrating Vegetation						
	Ponding/Site Drainage						
Health & Safety	Air Quality - Sewer Odor Detected						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Flammable Materials - Improperly Stored						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Mailboxes/Project Signs	Mailbox Missing/Damaged						
	Signs Damaged						
Market Appeal	Graffiti						
	Litter						
Parking Lots/Driveways/Roads	Cracks						
	Ponding						
	Potholes/Loose Material						
	Settlement/Heaving						
Play Areas and Equipment	Damaged/Broken Equipment						NLT
	Deteriorated Play Area Surface						
Refuse Disposal	Broken/Damaged Enclosure-Inadequate Outside Storage Space						
Retaining Walls	Damaged/Falling/Leaning						NLT
Storm Drainage	Damaged/Obstructed						
Walkways/Steps	Broken/Missing Hand Railing						NLT
	Cracks/Settlement/Heaving						
	Spalling						

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "[http://www.hud.gov/offices/reac/pdf/pass\\_dict2.3.pdf](http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf)" (325 Pages, 343 KB)
- Additional clarification to these definitions is contained in the REAC PASS Compilation Bulletin which can be found at "[http://www.hud.gov/offices/reac/pdf/pass\\_bulletin.pdf](http://www.hud.gov/offices/reac/pdf/pass_bulletin.pdf)" (24 Pages, 275 KB)
- Only level 3 is applied to independent Health & Safety deficiencies.
- In the H&S column, NLT is a "Non-Life Threatening" Health & Safety concern whereas LT is a "Life Threatening" concern which calls for immediate attention or remedy and will show up on the Exigent Health and Safety Report at the end of an inspection.

# Uniform Physical Condition Standards - Comprehensive Listing

Page: \_\_\_\_\_ of \_\_\_\_\_

## Inspectable Area: Building Exterior

Property ID / Name: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Building Number: \_\_\_\_\_

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Doors	Damaged Frames/Threshold/Lintels/Trim						NLT
	Damaged Hardware/Locks						
	Damaged Surface (Holes/Paint/Rusting/Glass)						
	Damaged/Missing Screen/Storm/Security Door						NLT
	Deteriorated/Missing Caulking/Seals						
	Missing Door						
Fire Escapes	Blocked Egress/Ladders						LT
	Visibly Missing Components						LT
Foundations	Cracks/Gaps						
	Spalling/Exposed Rebar						
Health and Safety	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable/Combustible Materials - Improperly Stored						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Lighting	Broken Fixtures/Bulbs						
Roofs	Damaged Soffits/Fascia						
	Damaged Vents						
	Damaged/Clogged Drains						
	Damaged/Torn Membrane/Missing Ballast						
	Missing/Damaged Components from Downspout/Gutter						
	Missing/Damaged Shingles						
	Ponding						
Walls	Cracks/Gaps						
	Damaged Chimneys						NLT
	Missing/Damaged Caulking/Mortar						
	Missing Pieces/Holes/Spalling						
	Stained/Peeling/Needs Paint						
Windows	Broken/Missing/Cracked Panes						NLT
	Damaged Sills/Frames/Lintels/Trim						
	Damaged/Missing Screens						
	Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Peeling/Needs Paint						
	Security Bars Prevent Egress						LT

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "[http://www.hud.gov/offices/reac/pdf/pass\\_dict2.3.pdf](http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf)" (325 Pages, 343 KB)

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- Only level 3 is applied to independent Health & Safety deficiencies.

- In the H&S column, NLT is a "Non-Life Threatening" Health & Safety concern whereas LT is a "Life Threatening" concern which calls for immediate attention or remedy and will show up on the Exigent Health and Safety Report at the end of an inspection.

**Uniform Physical Condition Standards - Comprehensive Listing**  
**Inspectable Area: Building Systems**

Page: \_\_\_\_\_ of \_\_\_\_\_

Property ID / Name: \_\_\_\_\_  
 Building Number: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Domestic Water	Leaking Central Water Supply						
	Misaligned Chimney/Ventilation System						LT
	Missing Pressure Relief Valve						NLT
	Rust/Corrosion on Heater Chimney						NLT
	Water Supply Inoperable						NLT
Electrical System	Blocked Access/Improper Storage						NLT
	Burnt Breakers						NLT
	Evidence of Leaks/Corrosion						NLT
	Frayed Wiring						
	Missing Breakers/Fuses						LT
	Missing Covers						LT
Elevators	Not Operable						NLT
Emergency Power	Auxiliary Lighting Inoperable						
	Run-Up Records/Documentation Not Available						
Fire Protection	Missing Sprinkler Head						NLT
	Missing/Damaged/Expired Extinguishers						LT
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Air Quality - Sewer Odor Detected						NLT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Elevator - Tripping						NLT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable Materials - Improperly Stored						NLT
	Garbage and Debris - Indoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
HVAC	Boiler/Pump Leaks						
	Fuel Supply Leaks						NLT
	General Rust/Corrosion						NLT
	Misaligned Chimney/Ventilation System						LT
Roof Exhaust System	Roof Exhaust Fan(s) Inoperable						
Sanitary System	Broken/Leaking/Clogged Pipes or Drains						NLT
	Missing Drain/Cleanout/Manhole Covers						

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "[http://www.hud.gov/offices/reac/pdf/pass\\_dict2.3.pdf](http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf)" (325 Pages, 343 KB)

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# Uniform Physical Condition Standards - Comprehensive Listing

Page: \_\_\_\_\_ of \_\_\_\_\_

## Inspectable Area: Common Areas

Property ID / Name: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Building Number: \_\_\_\_\_

		Level			NOD	NA	H&S
X	Inspectable Item Location	Observable Deficiency	1	2	3		
	Basement/Garage/Carport	Baluster/Side Railings - Damaged					
	Closet/Utility/Mechanical	Cabinets - Missing/Damaged					
	Community Room	Call for Aid - Inoperable					NLT
	Day Care	Ceiling - Bulging/Buckling					
	Halls/Corridors/Stairs	Ceiling - Holes/Missing Tiles/Panels/Cracks					
	Kitchen	Ceiling - Peeling/Needs Paint					
	Laundry Room	Ceiling - Water Stains/Water Damage/Mold/Mildew					
	Lobby	Countertops - Missing/Damaged					
	Office	Dishwasher/Garbage Disposal - Inoperable					
	Other Community Spaces	Doors - Damaged Frames/Threshold/Lintels/Trim					NLT
	Patio/Porch/Balcony	Doors - Damaged Hardware/Locks					
	Restrooms/Pool Structures	Doors - Damaged Surface (Holes/Paint/Rust/Glass)					
	Storage	Doors - Damaged/Missing Screen/Storm/Security Door					NLT
		Doors - Deteriorated/Missing Seals (Entry Only)					
		Doors - Missing Door					
		Dryer Vent -Missing/Damaged/Inoperable					
		Electrical - Blocked Access to Electrical Panel					NLT
		Electrical - Burnt Breakers					NLT
		Electrical - Evidence of Leaks/Corrosion					NLT
		Electrical - Frayed Wiring					
		Electrical - Missing Breakers					LT
		Electrical - Missing Covers					LT
		Floors - Bulging/Buckling					
		Floors - Floor Covering Damaged					
		Floors - Missing Floor/Tiles					
		Floors - Peeling/Needs Paint					
		Floors - Rot/Deteriorated Subfloor					
		Floors - Water Stains/Water Damage/Mold/Mildew					
		GFI - Inoperable					NLT
		Graffiti					
		HVAC - Convection/Radiant Heat System Covers Missing/Damaged					
		HVAC - General Rust/Corrosion					
		HVAC - Inoperable					
		HVAC - Misaligned Chimney/Ventilation System					LT
		HVAC - Noisy/Vibrating/Leaking					
		Lavatory Sink - Damaged/Missing					NLT
		Lighting - Missing/Damaged/Inoperable Fixture					
		Mailbox - Missing/Damaged					
		Outlets/Switches/Cover Plates - Missing/Broken					LT
		Pedestrian/Wheelchair Ramp					
		Plumbing - Clogged Drains					NLT
		Plumbing - Leaking Faucet/Pipes					NLT
		Range Hood /Exhaust Fans - Excessive Grease/Inoperable					
		Range/Stove - Missing/Damaged/Inoperable					
		Refrigerator - Damaged/Inoperable					
		Restroom Cabinet - Damaged/Missing					
		Shower/Tub - Damaged/Missing					
		Sink - Missing/Damaged					NLT
		Smoke Detector - Missing/Inoperable					LT
		Stairs - Broken/Damaged/Missing Steps					NLT
		Stairs - Broken/Missing Hand Railing					NLT
		Ventilation/Exhaust System - Inoperable					
		Walls - Bulging/Buckling					
		Walls - Damaged					
		Walls - Damaged/Deteriorated Trim					
		Walls - Peeling/Needs Paint					
		Walls - Water Stains/Water Damage/Mold/Mildew					
		Water Closet/Toilet - Damaged/Clogged/Missing					
		Windows - Cracked/Broken/Missing Panes					NLT
		Windows - Damaged Window Pane					
		Windows - Inoperable/Not Lockable					NLT

	Windows - Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Windows - Peeling/Needs Paint						
	Windows - Security Bars Prevent Egress						LT
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Air Quality - Sewer Odor Detected						NLT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable/Combustible Materials - Improperly Stored						NLT
	Garbage and Debris - Indoors						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Pools and Related Structures	Fencing - Damaged/Not Intact						
	Pool - Not Operational						
Trash Collection Areas	Chutes - Damaged/Missing Components						

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# Uniform Physical Condition Standards - Comprehensive Listing

Page: \_\_\_\_\_ of \_\_\_\_\_

Inspectable Area: Unit

Property ID / Name: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Building/Unit Nbr: \_\_\_\_\_

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Bathroom	Bathroom Cabinets - Damaged/Missing						
	Lavatory Sink - Damaged/Missing						NLT
	Plumbing - Clogged Drains						NLT
	Plumbing - Leaking Faucet/Pipes						NLT
	Shower/Tub - Damaged/Missing						NLT
	Ventilation/Exhaust System - Inoperable						
	Water Closet/Toilet - Damaged/Clogged/Missing						NLT
Call-for-Aid	Inoperable						NLT
Ceiling	Bulging/Buckling						
	Holes/Missing Tiles/Panels/Cracks						
	Peeling/Needs Paint						
	Water Stains/Water Damage/Mold/Mildew						
Doors	Damaged Frames/Threshold/Lintels/Trim						NLT
	Damaged Hardware/Locks						
	Damaged/Missing Screen/Storm/Security Door						NLT
	Damaged Surface - Holes/Paint/Rusting/Glass						
	Deteriorated/Missing Seals (Entry Only)						
	Missing Door						NLT
Electrical System	Blocked Access to Electrical Panel						NLT
	Burnt Breakers						NLT
	Evidence of Leaks/Corrosion						NLT
	Frayed Wiring						
	GFI - Inoperable						NLT
	Missing Breakers/Fuses						LT
	Missing Covers						LT
Floors	Bulging/Buckling						
	Floor Covering Damage						
	Missing Flooring Tiles						
	Peeling/Needs Paint						
	Rot/Deteriorated Subfloor						
	Water Stains/Water Damage/Mold/Mildew						
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT
	Air Quality - Sewer Odor Detected						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable Materials - Improperly Stored						NLT
	Garbage and Debris - Indoors						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Hot Water Heater	Misaligned Chimney/Ventilation System						LT
	Inoperable Unit/Components						NLT
	Leaking Valves/Tanks/Pipes						
	Pressure Relief Valve Missing						NLT
	Rust/Corrosion						NLT
HVAC System	Convection/Radiant Heat System Covers Missing/Damaged						
	Inoperable						
	Misaligned Chimney/Ventilation System						LT

	Noisy/Vibrating/Leaking						
	Rust/Corrosion						
Kitchen	Cabinets - Missing/Damaged						NLT
	Countertops - Missing/Damaged						NLT
	Dishwasher/Garbage Disposal - Inoperable						
	Plumbing - Clogged Drains						NLT
	Plumbing - Leaking Faucet/Pipes						NLT
	Range Hood/Exhaust Fans - Excessive Grease/Inoperable						
	Range/Stove - Missing/Damaged/Inoperable						
	Refrigerator-Missing/Damaged/Inoperable						NLT
	Sink - Damaged/Missing						NLT
Laundry Area (Room)	Dryer Vent - Missing/Damaged/Inoperable						
Lighting	Missing/Inoperable Fixture						NLT
Outlets/Switches	Missing						LT
	Missing/Broken Cover Plates						LT
Patio/Porch/Balcony	Baluster/Side Railings Damaged						
Smoke Detector	Missing/Inoperable						LT
Stairs	Broken/Damaged/Missing Steps						NLT
	Broken/Missing Hand Railing						NLT
Walls	Bulging/Buckling						
	Damaged						
	Damaged/Deteriorated Trim						
	Peeling/Needs Paint						
	Water Stains/Water Damage/Mold/Mildew						
Windows	Cracked/Broken/Missing Panes						NLT
	Damaged Window Sill						
	Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Inoperable/Not Lockable						NLT
	Peeling/Needs Paint						
	Security Bars Prevent Egress						LT

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "[http://www.hud.gov/offices/reac/pdf/pass\\_dict2.3.pdf](http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf)" (325 Pages, 343 KB)

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**Exhibit “G”**  
**Annual Resident Survey**



## Elderly Housing Development & Operations Corporation

1580 Sawgrass Corporate Parkway, Suite 210, Ft. Lauderdale, FL 33323  
Phone: 954-835-9200 Fax: 954-835-0888 www.ehdoc.org

The Premier Provider of Quality Affordable Housing for Senior Citizens Across the United States

Thank you for taking the time to respond to this survey. Your answers will not be seen by any property staff, but will be reviewed by Headquarters to make sure your needs are being served the best we can. We appreciate your honest opinion.

### I. GENERAL QUESTIONS

1. I know what my Service Coordinator does in my building.  
Yes                      No
  
2. My Service Coordinator is available when I need him/her.  
Always                      Most Times                      Sometimes                      Never
  
3. I would recommend the Service Coordinator to other residents in the building.  
Yes                      No
  
4. My Service Coordinator responds to my requests for help.  
Yes                      No                      Sometimes                      Most Times                      Never
  
5. I feel that I can trust my Service Coordinator with my information.  
Yes                      No
  
6. My Service Coordinator contacts me at least once a year.  
Yes                      No
  
7. I see my Service Coordinator  
Daily                      Weekly                      Monthly                      Once a Year                      Never
  
8. I understand that my Service Coordinator is my advocate and can help me with issues on-site as well as off-site.  
Yes                      No



## II. ASSISTANCE

What assistance has your Service Coordinator provided for you this year? Please check the boxes which indicate your usage of the services. Not all Services are available in all areas.

Possible Services	Have Used	Would Use	Wouldn't Use	Not Available
List of Local Resources				
Newsletter				
Flu Shot Clinics				
Health Services brought onto the property				
• Blood Pressure				
• Podiatrist (Foot Doctor)				
• General Physician				
• Eye Doctor				
Outside Doctor Appointments				
Prescription Insurance Assistance				
Assistance with Medicare/Medicaid				
Assistance with Bills				
Utility Discount Program Assistance				
Family Support				
Emotional Support				

Of the following services provided by outside companies or organizations, please check the box which indicates if you would want your Service Coordinator to help you apply to a program or gain information about the service.

	Have Used	Would Use	Wouldn't Use	Not Available
Tax Assistance or Information				
Home Health Services				
Home Maker Services				
Meal Service				
Legal Service				
• Health Care Power of Attorney				
• Living Will/5 Wishes				
• DNR Order				
• Any End of Life Care Decisions				
Translation Assistance				
Transportation Assistance				

### III. GENERAL QUESTIONS

1. Would you say that your Service Coordinator saves you money?

Yes

No

2. Do you feel that your building has enough Social/Educational opportunities/presentations?

Yes

No

If no, please tell us what you would like to see more of at your building?

3. Please check which of the following concern you.

	<b>Greatly Concerns Me</b>	<b>Concerns Me a Little</b>	<b>Little to No Concern</b>
High Blood Pressure			
Diabetes			
Heart Problems			
Memory Loss			
Falling			
Getting mixed up with my medications			
Having no family support			
Having no friends to support me			
Not being able to do my own laundry			
Not being able to clean my apartment			
Not being able to cook for myself			
Not being able to grocery shop			
Not being able to handle my money			
Not being to take a bus			
Not understanding my mail			
Theft			
Losing my independence			
Being Lonely			
Being Depressed			
Affording my prescriptions			
Affording my utilities			
Affording my rent			
Affording my groceries			

Other Comments:

\*Optional\* Name \_\_\_\_\_ Unit # \_\_\_\_\_

**EHDOC** would like you to take this opportunity to use this comment card and let us know how much you enjoy living or working at your community and who is doing a great job to meet your needs.

**OR**

To help you resolve any problems that have not been answered by following the **EHDOC** procedure. That procedure is to first meet with your Community Manager. If you feel the issue has not been resolved, your next step is to contact the Senior Community Manager for your property. If your concern is not addressed to your satisfaction then that is the time for you to please complete the section below.

*Your comments will remain confidential.*

Dear Steve,

☐ I am a Resident at \_\_\_\_\_

☐ I am an Employee at \_\_\_\_\_

## □ Comments

This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

1580 Sawgrass Corporate Parkway  
Suite 210  
Ft. Lauderdale, FL 33323  
Executive Director

*Mr. Steve Protulis*



PLEASE  
PLACE  
STAMP  
HERE

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**Elderly Housing Development & Operations Corporation**

1580 Sawgrass Corporate Parkway

Suite 210

Ft. Lauderdale FL 33323



Phone: 954-835-9200

Fax: 954-835-0888

E-mail: [EHDOC@ehdoc.org](mailto:EHDOC@ehdoc.org)

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING CONSIDERING THE IMPLEMENTATION OF A STUDENT LOAN REDUCTION PROGRAM FOR CITY EMPLOYEES, TO HELP PAY OFF THEIR STUDENT DEBT FASTER**

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### **HISTORY:**

At the July 26, 2017 Commission meeting a referral was made to the Finance and City Wide Projects Committee ("FCWPC") as a discussion item to consider the implementation of a student loan reduction program for City employees, to help pay off their student debt faster. At the September 20, 2017 FCWPC meeting the Human Resources Department presented other options that are currently available to employees to obtain financial assistance for college tuition and loan forgiveness. The first option is the City's Employee Tuition Assistance Program (Administrative Procedure HR.20.01) which was recently updated in February 2017. (See Attachment No. 1) The Employee Tuition Assistance Program was updated to provide generous assistance to employees for undergraduate or graduate degrees at 60-90% of tuition fees, up to a \$5,250 annual maximum reimbursement. (The annual maximum is subject to change based on updates to the federal guideline). The second option that may be available to employees who have had student loans for multiple years is the Public Service Loan Forgiveness Program (PSLF). This program forgives the remaining balance on direct loans (William D. Ford Federal Direct Loan) after 120 qualifying monthly payments under a qualifying repayment plan while working fulltime for federal, state or local government. At the direction of the FCWPC, information on the PSLF was recently published in the City's MB newsletter to bring awareness to this federal student aid program (Attachment No. 2).

### **ANALYSIS:**

According to a CNBC report<sup>1</sup> this benefit is still in the early adopter stage with just 3 percent of firms offering student loan repayment assistance. The report adds that an employer contribution of \$50 or \$100 a month is common among the first movers, with the payment going towards principal repayment. In fact, the City of Memphis Tennessee recently began offering a \$50 monthly (with no lifetime maximum) student loan reduction program to full-time employees with 1-year of service (see Attachment No. 3).

In an effort to attract and maintain a quality workforce, the City may be interested in expanding its financial well-being benefits to include a Student Loan Repayment Program ("Program") that will provide financial assistance to eligible full-time employees with a federal or private student loan. This program does not replace the employee's obligation or responsibility to continue their monthly minimum loan repayment plan, but it is intended to accelerate the student loan repayment. Should the City decide to implement such a Program, the administration has drafted the below terms, conditions and

procedures for consideration by the FCWPC:

#### Policy

The City or its Authorized Program Administrator will make a monthly contribution directly to the loan servicing company for eligible full-time employees. Payments made under the Program are limited to loans which were originated for the payment of tuition fees at an accredited institution of higher learning. An accredited institution of higher learning, as defined in the Higher Education Act, is an educational institution that awards a bachelor's degree or provides not less than a two (2) year program that is acceptable for full credit towards a degree; is legally authorized within such State to provide a program of education beyond secondary education; and is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted pre-accreditation status by such an agency or association that has been recognized by the Secretary of Education.

#### Employee Eligibility

Student loan repayments are available to full-time City of Miami Beach employees who have satisfied the following two requirements:

- 1- The employee has completed the greater of one (1) year of service or their respective probationary period. (Note: Time served in provisional/temporary status is not included when determining eligibility.)
- 2- The employee's last performance evaluation must have a score of "Meets Expectations" or higher.

#### Reimbursement

Eligible employees will receive a monthly payment equal to the lesser of \$50 or the employee's required minimum monthly student loan payment. The lifetime benefit is limited to \$5,000. Employees are responsible for income taxes and their share of the Medicare tax on the assistance which is received. In addition, payments made in accordance with the Program are not deemed as pensionable wages.

#### Application and Recertification Procedure

Employees wishing to participate in the Program shall submit their Student Loan Repayment Program Application to the Human Resources Department. Upon verification of outstanding loans, the employee's loan servicing agency will begin to receive payments within 30 days of processing the approving the Program Application. Ongoing loan repayments which are made under this Program are subject to a recertification process to determine the status of the employee's student loan. The recertification process will take place each year following the approval of the Program Application. In order to recertify an application, employees must submit a current student loan statement to the Human Resources Department or its authorized Program Administrator.

#### Penalty

Should an employee submit documentation which the employee knows is false or intentionally misleading in order to receive benefits to which the employee is not entitled, the employee shall be deemed ineligible to continue to participate in the Program and shall repay the City of Miami Beach for any student loan repayments received while in the City's employ. The employee may be subject to disciplinary action, including, but not limited to, dismissal from City service.

#### **CONCLUSION:**

This administration is presenting this item for discussion and direction from the FCWPC. If the item is approved, the administration will continue to research the best option for administering the Program, and report back to the FCWPC with a recommendation. If approved, it is suggested that the Program



be offered to Unclassified and Others. Contingent upon successful negotiations, the Program may also be offered to employees in classifications governed by union contracts.

**ATTACHMENTS:**

<b>Description</b>		<b>Type</b>
<input type="checkbox"/>	Attachement 1	Other
<input type="checkbox"/>	Attachement 2	Other
<input type="checkbox"/>	attachment 3	Other

MIAMI BEACH CITYWIDE PROCEDURE	DATE ISSUED: MAY, 2015	Page: 1 of 4	SEQUENCE NUMBER: HR.20.01
	DATE UPDATED: FEBRUARY, 2017		
	SUBJECT: EMPLOYEE TUITION ASSISTANCE PROGRAM		
	RESPONSIBLE DEPARTMENT: HUMAN RESOURCES		

## PURPOSE:

The City of Miami Beach Employee Tuition Assistance Program ("Program"), which was revised in 2015 per Resolution 2015-28891, is established to provide financial assistance to eligible employees voluntarily participating in training or educational programs from accredited institutions of higher learning designed to improve their effectiveness which directly benefits City operations, activities and objectives; provide professional development; and help prepare employees for other opportunities within the City's service.

Tuition is the fee for instruction and lab fees only, and does not include textbooks, exams, audit fees, or any other expenses except for those executive degree programs where the tuition is inclusive of fees for books and other expenses.

An accredited institution of higher learning, as defined in the Higher Education Act, is an educational institution that awards a bachelor's degree or provides not less than a two (2) year program that is acceptable for full credit towards a degree; is legally authorized within such State to provide a program of education beyond secondary education; and is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted pre-accreditation status by such an agency or association that has been recognized by the Secretary of Education.

## PROCEDURES:

### Reimbursement

1. Tuition assistance for undergraduate courses taken at Miami-Dade College (or a similar community college) will be reimbursed up to \$118.22 per credit hour. This rate will be updated by the Human Resources Department, as needed.
2. For traditional undergraduate and graduate courses, tuition assistance shall be based upon and not exceed the Florida International University (FIU) established credit hour tuition rate in the published State University System at the time of enrollment. This rate is updated each July and posted on the web at <http://www.flbog.edu/about/budget/current.php>.
3. For nontraditional graduate programs, (Corporate/Executive) tuition assistance shall be reimbursed up to \$714 per credit hour. This includes Executive programs at FIU, Barry, Nova, etc.
4. There is no reimbursement for PhD's.
5. Approved non-degree, work-related courses shall be reimbursed at 70% of the course cost, exclusive of fees for a "Pass" grade.
6. Approved certification courses shall be reimbursed at 70% of the course cost, exclusive of fees for a "Pass" grade.

Tuition assistance shall be limited to six (6) credit hours per semester, and eighteen (18) credit hours per year. At no time shall the annual tuition assistance for each employee exceed \$5,250, the federal government cap for withholding tax exemption. (This amount is subject to change based on updates to the federal guideline.)

Upon successful completion of approved coursework, the assistance schedule is based on the following

MIAMI BEACH CITYWIDE PROCEDURE	DATE ISSUED: MAY, 2015	Page: 2 of 4	SEQUENCE NUMBER: HR.20.01
	DATE UPDATED: FEBRUARY, 2017		
	SUBJECT: EMPLOYEE TUITION ASSISTANCE PROGRAM		
	RESPONSIBLE DEPARTMENT: HUMAN RESOURCES		

levels of achievement:

- Grade A = 90% reimbursement
- Grade B = 80% reimbursement
- Grade C = 60% reimbursement; except for graduate level courses which are not eligible for reimbursement at this level of performance
- A passing grade on a pass/fail basis = 90% reimbursement

Employees receiving financial assistance including scholarships, fellowships, grants, special discounts and/or Veteran's benefits, will be eligible for tuition assistance after the financial assistance has been applied to the tuition costs.

The City reserves the right to determine and amend the number of courses, the number of credit hours, and the level of tuition assistance prior to the beginning of a school semester.

#### Employee Eligibility

Tuition assistance is available to full-time City of Miami Beach employees who have completed their respective probationary periods:

- a) Unclassified/Other employees must have completed six (6) months of continuous service and receive the approval of his or her supervisor.
- b) Classified employees must meet requirements stated in their respective Collective Bargaining Agreement in order to be eligible.

**Note:** Time served in provisional/temporary status is not included when determining eligibility.

#### Coursework Eligibility

Guidelines for establishing eligible coursework are as follows:

- a) Degree programs at accredited institutions which relate directly to career opportunities within the City of Miami Beach are eligible for approval.
- b) For those employees who have been approved for a degree program, all general education courses specifically required by the school will be approved.
- c) All courses must be taken outside of working hours unless the employee's Department Director approves the use of annual leave.
- d) Non-degree, work related courses (or City of Miami Beach career path).
- e) Certification, work related courses (or City of Miami Beach career path)

#### Department Director

Department Directors shall be responsible for verifying that all approved coursework is in compliance with this administrative procedure, as well as all other aspects of the program. Department Directors shall approve or disapprove all reimbursements for degrees, programs, and

MIAMI BEACH CITYWIDE PROCEDURE	DATE ISSUED: MAY, 2015	Page: 3 of 4	SEQUENCE NUMBER: HR.20.01
	DATE UPDATED: FEBRUARY, 2017		
	SUBJECT: EMPLOYEE TUITION ASSISTANCE PROGRAM		
	RESPONSIBLE DEPARTMENT: HUMAN RESOURCES		

coursework for employees within their departments.

#### Employee Obligations

There is a repayment requirement if the employee separates from employment from the City of Miami Beach within two years of having received assistance, with the exception for those employees who have been laid off.

Employees separating from City service prior to the expiration of the two (2) year period will reimburse the City for the assistance received during the final year of employment through deductions from their final payroll check. If the final paycheck is insufficient, the employee will be responsible for making arrangements to reimburse the City or their separation papers shall be coded as not having left the City in good standing.

In the event the employee fails to reimburse the City, the services of an attorney required to collect such debt shall be sought and such attorney's fees and court costs shall be added to the amount owed the City.

#### Application Procedure

Employees wishing to participate in the Program shall submit to their Department Directors the attached Tuition Assistance Program Application Form along with the supporting documentation stated in Part I of the application no later than 30 days prior to the start of classes.

#### Coursework, Degree Review and Approval

The Department Director shall approve or disapprove the employee's request after verifying the employee's eligibility for participation in the Program.

#### Reimbursement

Employees seeking reimbursement shall submit their pre-approved application form along with the supporting documentation stated in Part I and II of the application, no later than 30 days from receipt of their grades. Departments shall submit all applications to the Human Resources Department with the supporting documentation for final review and reimbursement approval.

#### Penalty

Should an employee submit documentation which the employee knows is false or intentionally misleading in order to receive benefits to which the employee is not entitled, the employee shall be deemed ineligible to continue to participate in the Program and shall repay City of Miami Beach for any tuition assistance received while in the City's employ. The employee may be subject to disciplinary action, including, but not limited to, dismissal from the City service.

<b>MIAMI BEACH</b> CITYWIDE PROCEDURE	<b>DATE ISSUED:</b> MAY, 2015	<b>Page:</b> 4 of 4	<b>SEQUENCE</b> <b>NUMBER:</b> HR.20.01
	<b>DATE UPDATED:</b> FEBRUARY, 2017		
	<b>SUBJECT:</b> EMPLOYEE TUITION ASSISTANCE PROGRAM		
	<b>RESPONSIBLE DEPARTMENT:</b> HUMAN RESOURCES		

Resolution No. 2017-29714 regarding the revisions to the Employee Tuition Assistance Program was passed and adopted by the Mayor and City Commission on January 11, 2017.

**Prepared by:**

\_\_\_\_\_  
Director, Human Resources

**Reviewed by:**

\_\_\_\_\_  
Internal Auditor

\_\_\_\_\_  
Assistant City Manager

**Approved by**

\_\_\_\_\_  
City Manager

2/12/17

\_\_\_\_\_  
Date

RESOLUTION NO. 2017-29714

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATIONS OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO AMEND THE CITY'S EMPLOYEE TUITION ASSISTANCE PROGRAM AS SET FORTH IN THE ATTACHED EXHIBIT "3".**

**WHEREAS**, the City Commission passed Resolution No. 2015-28891 on January 14, 2015, to amend the Employee Tuition Assistance Program, which had not been updated since 2004; and

**WHEREAS**, effective January 2015, the City began administering a two-year pilot Tuition Assistance Program with a \$305,000 budget allocation, but only 21.96% (\$67,000) of the funds were utilized; and

**WHEREAS**, during the two-year pilot program, the number of employees that received assistance was twenty-nine (29) undergraduates, fifteen (15) graduates, and twelve (12) non-degree enrollees; and

**WHEREAS**, the Administration saw a need to improve the program structure as well as streamline the procedure for approving course work and processing the tuition reimbursements, as outlined in Exhibit "3.", Administrative Procedure HR.20.1.


**WHEREAS**, the Administration is recommending the following enhancements to the City's Employee Tuition Reimbursement Program: a six (6) credit hour limit per semester and an eighteen (18) credit hour limit per year; reimbursement of tuition cost at 90% for an "A," 80% for a "B," and 60% for a "C"; non-degree coursework/certification programs reimbursed at 70%; and, the maximum annual reimbursement for each participant not to exceed the allowable federal government maximum (\$5,250 for 2017); and

**WHEREAS**, the Administration's recommendations were approved by the Finance and Citywide Projects Committee at its meeting on November 18, 2016.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the recommendations of the Finance and Citywide Projects Committee to amend the City's Tuition Assistance Program as set forth in the attached Exhibit "3".

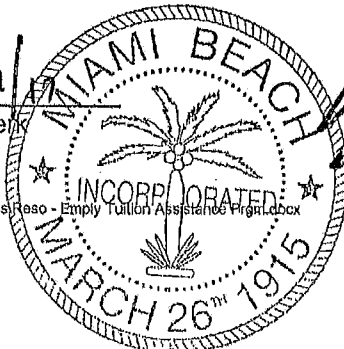
PASSED AND ADOPTED this 11 day of January, 2017.

ATTEST:

  
Rafael E. Granado, City Clerk

  
Philip Levine, Mayor

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APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
City Attorney

1/19/17  
Date

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Jimmy L. Morales, City Manager  
DATE: January 11, 2017

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATIONS OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO AMEND THE CITY'S TUITION ASSISTANCE PROGRAMS SET FORTH IN THE ATTACHED EXHIBIT "3".

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### RECOMMENDATION

We still believe that a Tuition Assistance Program is a valuable tool in enabling our employees to reach their personal goals, while also creating a pool of qualified staff to contribute to the City. Therefore, the administration is recommending a more streamlined, simplistic procedure for approving course work and applying the tuition assistance reimbursement.

Areas of clarification are recommended as follows and will reflect in the Administrative Procedure No. HR.20.1 (Exhibit 3 – Revised Draft Procedure):

- All coursework must be related to a City of Miami Beach career path
- Six (6) credit hour limit per semester; eighteen (18) credit hours per year
- No reimbursement for PhD's
- The tuition per credit hour rate for classes taken at Miami-Dade College is \$118.22 (this rate will be updated by the Human Resources Department, as needed)
- Reimbursement will be at the following levels, with the per credit hour rate (tuition only, exclusive of fees) not to exceed the FIU rate, for traditional Undergraduate and Graduate programs, published each July in the State University System of Florida, Tuition and Required Fees ([www.flbog.edu/about/budget/current.php](http://www.flbog.edu/about/budget/current.php)):
  - o 90% reimbursement for courses in which employees earn an "A"
  - ? Includes a "passing" grade on a pass/fail basis
  - o 80% reimbursement for courses in which employees earn a "B"
  - o 60% reimbursement for courses in which employees earn a "C"
- Corporate/Executive programs (ie. MPA, MBA) will be reimbursed at the same grading scale above, at \$714 per credit hour (including on-line courses and courses at private schools)
- Maximum allowable reimbursement for each employee, regardless of the educational program they are enrolled in is \$5,250 per year (federal government cap for exemption from withholding tax)
- Approved, non-degree, work-related courses shall be reimbursed at 70% of the course cost, exclusive of books and other fees

- Approved, certification courses, directly related to a City of Miami Beach career path, will be reimbursed at 70% on a pass/fail basis. (Examples of certification programs: Film, Human Resources, Finance)

Using the recommended changes proposed above, we are proposing a \$300,000 budget allocation using the following participation scenarios:

#### Undergraduate Program

- 40 enrolled employees
- Each of the 40 employees takes 6 credit hours per semester for a total of 18 semester hours per year at \$162.61 per credit hour (using FIU per credit hour rate)
- 40% earn an "A" which results in a cost of \$42,148
- 40% earn a "B" which results in a cost of \$37,465
- 20% earn a "C" which results in a cost of \$14,050, for a total expenditure of \$93,663

#### Graduate Program (traditional)

- 10 enrolled employees
- Each of the 10 employees takes 6 credit hours per semester for a total of 18 semester hours per year at \$398 per credit hour (maximum allowable per year \$5,250)
- 40% earn an "A" which results in a cost of \$21,000
- 40% earn a "B" which results in a cost of \$21,000
- 20% earn a "C" which results in a cost of \$8,617, for a total expenditure of \$50,617

#### Executive/Corporate Program

- 10 enrolled employees
- Each of the 10 employees takes 6 credit hours per semester for a total of 18 semester hours per year at \$714 per credit hour (maximum allowable per year \$5,250)
- 40% earn an "A" which results in a cost of \$21,000
- 40% earn a "B" which results in a cost of \$21,000
- 20% earn a "C" which results in a cost of \$10,500, for a total expenditure of \$52,500

#### Certification Programs (City of Miami Beach career path)

- 50 employees at an average of three (3) courses at \$500 per course = \$1,500
- Completion of courses on a Pass/Fail basis, reimbursed at 70% for a "Pass"
- Estimated annual cost for certifications is \$52,500

#### Non-degree Programs (City of Miami Beach career path)

- 25 employees at an average of three (3) courses at \$250 per course = \$750
- Completion of courses on a Pass/Fail basis, reimbursed at 70% for a "Pass"
- Estimated annual cost for certifications is \$13,125

With the recommended changes, the Administration intends to make Tuition Assistance a smooth process for those employees wishing to expand their knowledge and skills by obtaining a degree or certification in a career-related path at the City. These amendments will also improve the process for the Human Resources staff that is responsible for processing the tuition assistance reimbursement



request.

### **ANALYSIS**

Beginning in January 2015, the program utilization was as follows: twenty-nine (29) undergraduate enrollees, fifteen (15) graduate enrollees, and twelve (12) non-degree seeking enrollees. With a total of fifty-six (56) employees utilizing the program, to date, approximately \$67,000 has been reimbursed, that is 21.96% of the current budget. The majority of our employees attended Miami-Dade College (21.4%), Florida International University (19.6%), and Barry (19.6%). We have determined that some aspects of the current program are vague and somewhat confusing to the user, as well as the Human Resources staff that is calculating the reimbursement. Several employees voiced their concern about the way tuition assistance is being applied when compared to the illustration used in the January 14, 2015, Commission memo (Exhibit 1). For example, the information provided to the FCWPC and Commission includes executive degree programs at colleges such as Barry, Nova, and FIU, in which the City has partnered with these schools to offer varying preferred tuition rates, costing as much as \$760, exclusive of application and lab fees, books and other related expenditures. The cost analysis used for the two-year pilot program was based on the following assumptions for an Undergraduate student at FIU and a Graduate student in a corporate Master of Business Administration program at \$760 per credit hour. The tuition assistance budget allocation for the two-year pilot program is \$305,000. This budget was arrived by using the following assumptions:

#### **Undergraduate Program**

- 56 enrolled employees
- Each of the 56 employees takes 6 credit hours per semester for a total of 18 semester hours per year at \$203.59 per credit hour
- 40% earn an "A" which results in a cost of \$66,000
- 30% earn a "B" which results in a cost of \$37,000;
- 30% earn a "C" which results in a cost of \$25,000, for a total expenditure of \$128,000

#### **Corporate Graduate Program (Business Administration)**

- 18 enrolled employees
- Each of the 18 employees takes 6 credit hours per semester for a total of 18 semester hours per year at \$760 per credit hour
- 60% earn an "A" which results in a cost of \$118,000; and
- 40% earn a "B" which results in a cost of \$59,000;
- 30% earn a "C" which results in a cost of \$25,000, for a total expenditure of \$177,000

However, as we near the end of the two-year pilot program, and look back at past practices, we believe that the program was not used to its full potential due to the conflicting class approval process and the misunderstanding of the reimbursement process, especially as it relates to the Corporate/Executive Graduate programs. Additionally, we received a letter from the Director, Master of Public Administration ("MPA") at FIU regarding their program structure for the Executive MPA and how the tuition is determined. An MPA program cost is \$32,000, with \$2,000 of those dollars used for books and food, resulting in a \$714 per credit hour tuition rate. The Director also states that the MPA program has been very successful since its inception in 1978, with 2800 graduates (Exhibit 2).

### **CONCLUSION**

The Administration recommends adopting the Resolution.

### **Legislative Tracking**

Human Resources

### **ATTACHMENTS:**

#### **Description**

- ☐ Exhibit 1
- ☐ exhibit 2
- ☐ Exhibit 3

## EXHIBIT # 1

RESOLUTION NO. 2015-28891

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATIONS OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO AMEND THE CITY'S TUITION ASSISTANCE PROGRAM AS FOLLOWS: TUITION ASSISTANCE SHALL BE BASED ON, BUT NOT EXCEED, THE ESTABLISHED CREDIT HOUR TUITION RATE IN THE STATE'S UNIVERSITY SYSTEM AT THE TIME OF ENROLLMENT; ASSISTANCE SHALL BE BASED ON A SLIDING SCALE DIRECTLY RELATED TO THE EMPLOYEE'S PERFORMANCE IN APPROVED COURSEWORK FROM ACCREDITED INSTITUTIONS OF HIGHER LEARNING WITH A SIX CREDIT HOUR LIMIT PER SEMESTER; ASSISTANCE SHALL BE LIMITED TO 80 PERCENT OF THE TUITION COSTS FOR COURSES IN WHICH EMPLOYEES EARN AN "A," 60 PERCENT WHEN THEY EARN A "B," AND 40 PERCENT WHEN THEY EARN A "C," EXCEPT GRADUATE COURSES FOR WHICH ASSISTANCE REQUIRES EARNING NO LESS THAN A "B"; A REPAYMENT REQUIREMENT IF THE EMPLOYEE SEPARATES FROM EMPLOYMENT BY THE CITY WITHIN TWO YEARS OF HAVING RECEIVED ASSISTANCE, WITH AN EXCEPTION FOR EMPLOYEES WHO ARE LAID OFF OR DIE; AND APPROVING THE REVISED CITY OF MIAMI BEACH EMPLOYEE TUITION ASSISTANCE PROGRAM SET FORTH IN THE ATTACHED EXHIBIT A.

WHEREAS, there City of Miami Beach (City) has a long-standing tradition of encouraging employees to further their education by offering a tuition assistance program; and

WHEREAS, the tuition assistance program has not been revised since 2004; and

WHEREAS, costs for a post-secondary education have risen considerably in the intervening years; and

WHEREAS, tuition assistance is available only to full-time City of Miami Beach classified employees who have completed their probationary periods, or for unclassified employees who have a minimum of six (6) months of continuous service. (Time served in a Provisional/Temporary status is excluded); and

WHEREAS, the Finance and Citywide Projects (FCWP) Committee members reviewed the status of the program and recommended the following changes at the December 12, 2014 meeting: tuition assistance shall be based on, but not exceed, the established credit hour tuition rate in the State's University System at the time of enrollment; assistance shall be based on a sliding scale directly related to the employee's performance in approved coursework from accredited institutions of higher learning with a six credit hour limit per semester; assistance shall be limited to 80 percent of the tuition costs for courses in which employees earn an "A," 60 percent when they earn a "B," and 40 percent when they earn a "C," except graduate courses for which assistance requires earning no less than a "B"; and a repayment requirement if the employee separated within two years of having received assistance, with an exception for employees who are laid off or die; and

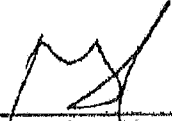
WHEREAS, a revised City of Miami Beach Employee Tuition Assistance Program that incorporates the recommendations of the FCWP Committee, and other clean-up revisions, is attached as Exhibit A; and

WHEREAS, the applicability of the revised City of Miami Beach Employee Tuition Assistance Program, as set forth in Exhibit A, to employees covered by a collective bargaining unit will be subject to negotiations when the current collective bargaining agreements expire.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and the City Commission hereby accept the recommendations of the Finance and Citywide Projects Committee to amend the City's Tuition Assistance Program as follows: tuition assistance shall be based on, but not exceed, the established credit hour tuition rate in the State's University System at the time of enrollment; assistance shall be based on a sliding scale directly related to the Employee's performance in approved coursework from accredited institutions of higher learning with a six credit hour limit per semester; assistance shall be limited to 80 percent of the tuition costs for courses in which employee's earn an "A," 60 percent when they earn a "B," and 40 percent when they earn a "C," except graduate courses for which assistance requires earning no less than a "B"; and a repayment requirement if the employee separated from employment by the City of Miami Beach within two years of having received assistance, with an exception for employees who are laid off or die, within two years of having received assistance; and approve the revised City of Miami Beach Employee Tuition Assistance Program set forth in the attached Exhibit A.

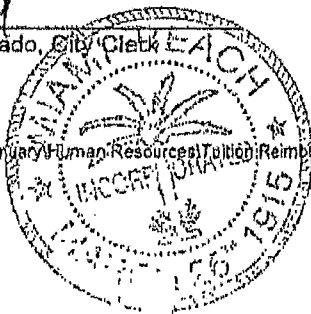
PASSED AND ADOPTED this 14 day of January, 2015.

ATTEST:

  
Rafael E. Granado, City Clerk

  
Philip Levine, Mayor

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APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
City Attorney

1/7/15  
Date

# COMMISSION ITEM SUMMARY

## Condensed Title:

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida, accepting the recommendation of the Finance and Citywide Projects Committee to approve changes to the tuition assistance program.

## Key Intended Outcome Supported:

Ensure that a universal culture of high quality customer-service is driving the conduct of the City Commission and all City employees

## Item Summary/Recommendation:

The Tuition Assistance Program is an employment benefit, so long-term that the last time it was reviewed was ten years ago in October 2004. The purpose of the program is to encourage employees to further their education by taking approved or accredited courses which will improve their performance in the services they were hired to perform or would be relevant to the employees' career development and potential advancement within the City.

After significant discussion, the FCWPC recommended that the tuition assistant program be modified as follows, upon City Commission approval, for employees in the unclassified and "others" salary groups.

- Assistance based on a sliding scale directly related to the employee's performance in school, for approved coursework from accredited institutions of higher learning
- Six credit hour limit on the number eligible for tuition assistance per semester
- A repayment requirement if the employee separates within two years of having received assistance, with an exception for employees who are laid off or die

### Undergraduate Programs

- 80% reimbursement for courses in which employees earn an "A"
- 60% reimbursement for courses in which employees earn a "B"
- 40% reimbursement for courses in which employees earn a "C"

### Graduate Programs

- 80% reimbursement for courses in which employees earn an "A"
- 60% reimbursement for courses in which employees earn a "B"

Applicability of these changes to employees covered by a collective bargaining unit will be a subject to negotiations with representatives from the American Federation of State County and Municipal Employees (AFSCME), Communications Workers of America (CWA), Fraternal Order of Police (FOP), Government Supervisors Association of Florida (GSAF) and the International Association of Firefighters (IAFF) when current collective bargaining agreements expire.

## Advisory Board Recommendation:

At the December 12, 2014, Finance and Citywide Projects Committee meeting, members unanimously voted to continue approve changes to the tuition assistance program as set forth herein.

## Financial Information:

Source of Funds:	Amount	Account
1	\$305,000	011-9590-000367
2		
OBPI	Total	

## Financial Impact Summary:

## City Clerk's Office Legislative Tracking:

Sylvia Crespo-Tabak, Human Resources Director

## Sign-Offs:

Department Director SC-T	ACM/CFO KGB	City Manager JL
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MIAMI BEACH

AGENDA ITEM C7D  
DATE 1-14-15



# MIAMI BEACH

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

## COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: January 14, 2015

SUBJECT: RESOLUTION ACCEPTING THE FINANCE AND CITYWIDE PROJECTS COMMITTEE'S RECOMMENDATIONS REGARDING THE CITY OF MIAMI BEACH TUITION ASSISTANCE PROGRAM

### BACKGROUND

At the November 19, 2014, City Commission meeting, the subject program was referred to the Finance and Citywide Projects Committee (FCWPC) for its review and recommendations and the matter was addressed at the December 12, 2014, meeting.

The Tuition Assistance Program is an employment benefit, so long-term that the last time it was reviewed was ten years ago, in October 2004. Budgetary allocations during the same period of time have fluctuated between \$30,000 and the current \$20,000 per year. Expenditures in 2004 were over budget by almost \$8,000 but every year since then, except for 2010, expenditures were significantly below allocated amounts. In fiscal year 2013/14, 34 employees made use of the benefit for a total expenditure of slightly over \$19,000. Based on the amounts reimbursed, six of the 34 employees who filed for reimbursement are enrolled in post-graduate programs.

The purpose of the program is to encourage employees to further their education by taking approved or accredited courses which will improve their performance in the services they were hired to perform or would be relevant to the employees' career development and potential advancement within the City. The City reimburses tuition only for one course per semester for a total of 12 credit hours per calendar year.

To be eligible for reimbursement, employees must successfully complete each course taken, which means earning a grade of "C" or better and a "pass" if the course is graded on a pass/fail basis. Reimbursement rates are as follows:

- Approved undergraduate community college and non-credit/certificate courses - \$158.25;
- Approved undergraduate university courses - \$251.16; and
- Approved graduate courses - \$531.15.

### DISCUSSION

At the December 12, 2014, meeting, Committee members were informed that in addition

to the tuition assistance program, the City of Miami Beach has partnered with Barry University, Carlos Albizu University, Florida International University and Nova Southeastern University to offer employees preferred tuition rates for a number of programs. Offerings vary, yet despite significant discounts, post-graduate credit hours may cost as much as \$760, exclusive of application and lab fees, books and other related expenditures.

In April 2014, staff undertook an informal survey regarding tuition assistance and received eight responses from municipalities in Miami-Dade and Broward Counties. One did not offer any assistance; another offered it to select bargaining unit employees and a third suspended its program due to budgetary constraints.

The different approaches among the entities that responded were striking. Two entities allocated a certain amount to the program and reimbursed at the State tuition credit hour rate until the allocations were exhausted. Since there were no limits on the number of credit hours eligible for assistance, reimbursement was based on available funding. If an employee delayed submitting the required information, he or she ran the risk of losing out on the benefit due to budgetary constraints.

Two municipalities, the Village of Key Biscayne and the City of Doral, based their reimbursements on employee achievement. An "A" was reimbursed at 100%, a "B" and 75% and a "C" at 50% at both organizations. The Village of Key Biscayne reimbursed an employee up to \$4,000 per fiscal year and the City of Doral reimbursed up to 18 credits per fiscal year.

Miami-Dade County reimburses up to 50% of tuition costs to any employee who earns a "C" in an approved course after financial and other assistance has been applied.

#### ANALYSIS PRESENTED TO THE FCWPC

Should the City elect to make changes to the Tuition Assistance Program, the matter will have to be negotiated with labor representatives as part of the collective bargaining process. Changes, if adopted, may apply to employees in the unclassified or "others" salary groups upon adoption.

The attached revised program procedures incorporate the following:

- Assistance based on a sliding scale directly related to the employee's performance in school
- No limit on the number of credit hours eligible for tuition assistance
- A repayment requirement if the employee separates within two years of having received assistance, with an exception for employees who are laid off or die

The Administration recommends a two-year pilot program because it is difficult to anticipate how much interest the program will generate and whether the City will be able to afford to offer such an employment benefit. The cost analysis is based on the following assumptions and the undergraduate tuition cost at Florida International University and \$760.00 per credit hour for the Corporate Master of Business

Administration also at Florida International University.

Undergraduate Program

- Instead of 28 employees, 56 enroll in an undergraduate program (a twofold increase);
- Each of the 56 takes 6 credit hours per semester for a total of 18 semester hours per year at \$203.59 per credit hour;
- 40% earn an "A" which results in a cost of \$66,000;
- 30% earn a "B" which results in a cost of \$37,000; and
- 30% earn a "C" which results in a cost of \$25,000 for a total expenditure of \$128,000

Corporate Master of Business Administration

- Instead of 6 employees, 18 enroll in this graduate program;
- Each of the 18 takes 6 credit hours for a total of 18 semester hours per year at \$760 per credit hours;
- 60% earn an "A" which results in a cost of \$118,000; and
- 40% earn a "B" which results in a cost of \$59,000 for a total expenditure of \$177,000

Consequently, based on the above assumptions, this pilot program could run at \$305,000.

RECOMMENDATION

After significant discussion, the FCWPC recommended that the tuition assistant program be modified as follows, upon City Commission approval, for employees in the unclassified and others salary groups.

- Assistance based on a sliding scale directly related to the employee's performance in school, for approved coursework from accredited institutions of higher learning
- Six credit hour limit on the number eligible for tuition assistance per semester
- A repayment requirement if the employee separates within two years of having received assistance, with an exception for employees who are laid off or die

Undergraduate Programs

- 80% reimbursement for courses in which employees earn an "A"
- 60% reimbursement for courses in which employees earn a "B"
- 40% reimbursement for courses in which employees earn a "C"



Graduate Programs

- 80% reimbursement for courses in which employees earn an "A"
- 60% reimbursement for courses in which employees earn a "B"

Applicability of these changes to employees covered by a collective bargaining unit will be a subject of negotiations with representatives from the American Federation of State County and Municipal Employees (AFSCME), Communications Workers of America (CWA), Fraternal Order of Police (FOP), Government Supervisors Association of Florida (GSFA) and the International Association of Firefighters (IAFF) when current collective bargaining agreements expire.

The Administration recommends adoption of the FCWPC's recommendation and further recommends that beginning with the 2016/17 fiscal year budget, program costs be re-evaluated during the budget allocation process.

Attachment

JLM/KGB/SC-T

T:\AGENDA\2015\January\Human Resources\Tuition Reimbursement Rates at CMB Memo.docx

## **CITY OF MIAMI BEACH EMPLOYEE TUITION ASSISTANCE PROGRAM**

The City of Miami Beach Employee Tuition Assistance Program ("Program") is established to provide financial assistance to eligible employees voluntarily participating in training or educational programs from accredited institutions of higher learning designed to improve their effectiveness which directly benefits City operations, activities and objectives; provide professional development; and help prepare employees for other opportunities within the City's service.

Tuition is the fee for instruction and lab fees only, and does not include textbooks, exams, audit fees, or any other expenses.

Tuition assistance is available to full-time City of Miami Beach classified employees who have completed their respective probationary periods and to unclassified employees who have no less than six months of continuous service. Time served in provisional/temporary status is not included when determining eligibility.

An accredited institution of higher learning, as defined in the Higher Education Act, is an educational institution that awards a bachelor's degree or provides not less than a 2-year program that is acceptable for full credit towards a degree; is legally authorized within such State to provide a program of education beyond secondary education; and is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted preaccreditation status by such an agency or association that has been recognized by the Secretary of Education.

### **QUALIFICATIONS:**

The tuition assistance shall be based upon and not exceed the established credit hour tuition rate in the State university system at the time of enrollment and shall be limited to six credit hours per semester. Upon successful completion of approved coursework, the assistance schedule is based on the following levels of achievement:

1. Grade A = 80% reimbursement
2. Grade B = 60% reimbursement
3. Grade C = 40% reimbursement; except for graduate level courses which are not eligible for reimbursement at this level of performance
4. A passing grade on a pass/fail basis = 80% reimbursement

Employees receiving financial assistance including scholarships, fellowships, grants, special discounts and/or Veteran's benefits, will be eligible for tuition assistance after the financial assistance has been applied to the tuition costs.

Exhibit A

The City reserves the right to determine and amend the number of courses, the number of credit hours, and the level of tuition assistance prior to the beginning of a school semester.

#### **EMPLOYEE ELIGIBILITY:**

Tuition assistance is available to full-time City of Miami Beach classified employees who have completed their respective probationary periods and to unclassified employees who have no less than six months of continuous service. Time served in provisional/temporary status is not included when determining eligibility.

- (a) For classified employees, an overall evaluation of "meets expectations" or higher on the latest employee performance evaluation preceding the beginning of classes.

Exception: A classified employee whose latest overall evaluation is less than "meets expectations" may be eligible for tuition assistance for coursework related to specific areas of performance that have a requirement to take courses as a part of their job performance, upon approval of the Human Resources Department.

- (b) Unclassified employees must receive the approval of his or her supervisor to participate in the Program.

#### **COURSEWORK ELIGIBILITY:**

Guidelines for establishing eligible coursework are as follows:

- (a) Degree and certification programs at accredited institutions which relate directly to career opportunities within the City of Miami Beach are eligible for approval.
- (b) For those employees who have been approved for a degree program, all general education courses specifically required by the school will be approved.
- (c) All other coursework will be considered on a course by course basis.
- (d) All courses must be taken outside of working hours unless the employee's department director approves the use of annual leave. If administrative leave is granted to take a course during working hours, which requires City Manager approval, no tuition assistance will be granted.

- (e) Online Internet courses and programs provided by accredited Florida-based educational institutions are eligible for tuition reimbursement

**DEPARTMENT DIRECTOR:**

The department directors shall be responsible for verifying that all approved coursework is in compliance with this administrative procedure, as well as all other aspects of the program. Department directors shall approve or disapprove all reimbursements for degrees, programs, and coursework for employees within their departments.

**EMPLOYEE OBLIGATIONS:**

In order to be eligible for tuition assistance, employees receiving tuition assistance under this Program must remain in the City's employ for a minimum of two years following the last tuition assistance payment. Employees separating from City service prior to the expiration of this period will reimburse the City for the assistance received during the final year of employment through deductions from their final payroll check. If the final paycheck is insufficient, the employee will still be responsible for making arrangements to reimburse the City or their separation papers shall be coded as not having left the City in good standing and the employee shall remain responsible for any remaining reimbursement.

In the event the employee fails to reimburse the City, the services of an attorney required to collect such debt shall be sought and such attorney's fees and court costs shall be added to the amount owed the City.

No reimbursement will be required of those employees who have been laid off. If the employee dies while in the City's service, no reimbursement will be sought from the employee's estate.

**APPLICATION PROCEDURE:**

Employees wishing to participate in the Program shall submit to their department directors an application for coursework/degree approval no later than thirty days prior to the start of classes.

**COURSEWORK, DEGREE REVIEW AND APPROVAL:**

The department director shall approve or disapprove the employee's request after verifying the employee's eligibility for participation in the Program.

*(a) Approval*

After the department director approves the request, a copy of the original application is returned to the employee advising them of the approval.

*(b) Disapproval*

If the department director disapproves the application, he or she shall advise the employee of the reason for the rejection no later than 30 days from the date of the receipt of the application.

**REIMBURSEMENT:**

All approved applicants will submit a request for reimbursement, along with tuition receipts, official grade notifications, and all supporting documentation, to their department directors no later than thirty days from receipt of their grades. The departments shall submit all applications to the Human Resources Department, whether approved or disapproved, with the supporting documents for final review and reimbursement approval.

**PENALTIES:**

Should an employee submit documentation which the employee knows is false or intentionally misleading in order to receive benefits to which the employee is not entitled, the employee shall be deemed ineligible to continue to participate in the Program and shall repay City of Miami Beach for any tuition assistance received while in the City's employ. The employee may be subject to disciplinary action, including, but not limited to, dismissal from the City service.

Human Resources Department  
City of Miami Beach  
Miami Beach, Florida

Dear Sir/Mme:

It has come to my attention that there are questions about tuition charged by the Executive Master of Public Administration Program (MPA). In this letter, I hope to clarify these questions.

The FIU MPA Program is offered by the only public research university in Miami. The program has been offered continuously since 1978, and has over 2,800 graduates. The program is supported by 14 faculty members who are dedicated to public service research – with over 400 publications in the field of public administration. All our faculty are certified as graduate faculty, and the few adjuncts that we hire are credentialed according to our accreditation standards – i.e. 10 years of experience at the level of director or higher.

The FIU MPA program is the only NASPAA-Accredited program in Miami-Dade County. NASPAA accreditation is a quality assurance for curriculum, students and faculty of the program. While other institutions in the region offer non-accredited graduate degrees in public administration, they tend to teach courses using non-qualified faculty. Our average incoming MPA student has a 3.6 out of 4 undergraduate GPA. In short, the FIU MPA is a quality program delivering quality curriculum by quality faculty to quality students.

The Executive cohort of our MPA program is designed for working professionals with experience of 5-10 years of public service experience. The curriculum is designed to meet the needs of professionals – with core courses in budgeting, finance, human resource management, policy making and leadership. Additionally, the program offers elective coursework in strategic planning, public private partnerships, media relations, and executive leadership. The program has excellent retention rates because we are very selective in admission and we are very careful with curriculum design.

Because we are a public institution and our students are public and non-profit students, the EMPA is priced to barely recover its costs. The EMPA does not generate profit and every dollar generated from the cohort is reinvested in the program. The program does include the cost of books and food which amounts to less than \$2,000 of the \$32,000 tuition charged by the program. Therefore, the cost per credit for our EMPA, excluding cost of books and food, is \$714 per credit hour. I want to emphasize that this amount is the actual cost amount – the revenues generated by this program barely

Department of Public Administration, Steven J. Green School of International and Public  
Affairs  
11200 S.W. 8th Street, PCA 257 • Miami, FL 33199 • Tel: (305) 348-5890 • Fax: (305) 348-5848  
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8771

recover its expenses.

Offering an accredited program is expensive — for example, the cost of a research faculty is almost 10 times the cost of an adjunct faculty member. Quality and accreditation requirements unfortunately have costs associated with them. However, accreditation assures that your employees are in fact receiving the proper education and are not just receiving a degree.

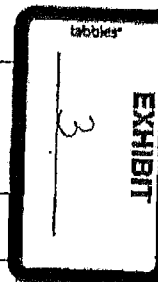
If you have questions, or to chat about this matter, please contact me at (305) 348-4338 (work) or at (305) 903-9990 (home). I may also be reached by e-mail at [malkadry@fiu.edu](mailto:malkadry@fiu.edu).

Sincerely Yours



Mohamad Alkadry, Ph.D.  
Director, Master of Public Administration  
Professor, Department of Public Administration

<b>MIAMIBEACH</b> CITYWIDE PROCEDURE	<b>DATE ISSUED:</b> MAY, 2015	<b>Page:</b> 1 of 4	<b>SEQUENCE</b>
	<b>DATE UPDATED:</b> DECEMBER, 2016		<b>NUMBER:</b> HR.20.01
	<b>SUBJECT:</b> EMPLOYEE TUITION ASSISTANCE PROGRAM		
	<b>RESPONSIBLE DEPARTMENT:</b> HUMAN RESOURCES		



## PURPOSE:

The City of Miami Beach Employee Tuition Assistance Program ("Program"), which was revised in 2015 per Resolution 2015-28891, is established to provide financial assistance to eligible employees voluntarily participating in training or educational programs from accredited institutions of higher learning designed to improve their effectiveness which directly benefits City operations, activities and objectives; provide professional development; and help prepare employees for other opportunities within the City's service.

Tuition is the fee for instruction and lab fees only, and does not include textbooks, exams, audit fees, or any other expenses except for those executive degree programs where the tuition is inclusive of fees for books and other expenses.

An accredited institution of higher learning, as defined in the Higher Education Act, is an educational institution that awards a bachelor's degree or provides not less than a two (2) year program that is acceptable for full credit towards a degree, is legally authorized within such State to provide a program of education beyond secondary education, and is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted pre-accreditation status by such an agency or association that has been recognized by the Secretary of Education.

## PROCEDURES:

### Reimbursement

1. Tuition assistance for undergraduate courses taken at Miami Dade College (or a similar community college) will be reimbursed up to \$118.22 per credit hour. This rate will be updated by the Human Resources Department as needed.
2. For traditional undergraduate and graduate courses, tuition assistance shall be based upon and not exceed the Florida International University (FIU) established credit hour tuition rate in the published State University System at the time of enrollment. This rate is updated each July and posted on the web at <http://www.flbog.edu/about/budget/current.php>.
3. For nontraditional graduate programs, (Corporate/Executive) tuition assistance shall be reimbursed up to \$714 per credit hour. This includes Executive programs at FIU, Barry, Nova, etc.
4. There is no reimbursement for PhD's.
5. Approved non-degree, work-related courses shall be reimbursed at 70% of the course cost, exclusive of fees for a "Pass" grade.
6. Approved certification courses shall be reimbursed at 70% of the course cost, exclusive of fees for a "Pass" grade.

Tuition assistance shall be limited to six (6) credit hours per semester, and eighteen (18) credit hours per year. At no time shall the annual tuition assistance for each employee exceed \$5,250, the federal government cap for withholding tax exemption. (This amount is subject to change based on updates to the federal guideline.)



MIAMIBEACH CITYWIDE PROCEDURE	DATE ISSUED: MAY, 2015	Page: 2 of 4	SEQUENCE NUMBER: HR.20.01
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	SUBJECT: EMPLOYEE TUITION ASSISTANCE PROGRAM		
	RESPONSIBLE DEPARTMENT: HUMAN RESOURCES		

Upon successful completion of approved coursework, the assistance schedule is based on the following levels of achievement:

- Grade A = 90% reimbursement
- Grade B = 80% reimbursement
- Grade C = 60% reimbursement; except for graduate level courses which are not eligible for reimbursement at this level of performance
- A passing grade on a pass/fail basis = 90% reimbursement

Employees receiving financial assistance including scholarships, fellowships, grants, special discounts and/or Veteran's benefits, will be eligible for tuition assistance after the financial assistance has been applied to the tuition costs.

The City reserves the right to determine and amend the number of courses, the number of credit hours, and the level of tuition assistance prior to the beginning of a school semester.

#### Employee Eligibility

Tuition assistance is available to full-time City of Miami Beach employees who have completed their respective probationary periods:

- a) Unclassified/Other employees must have completed six (6) months of continuous service and receive the approval of his or her supervisor.
- b) Classified employees must meet requirements stated in their respective Collective Bargaining Agreement in order to be eligible.

**Note:** Time served in provisional/temporary status is not included when determining eligibility.

#### Coursework Eligibility

Guidelines for establishing eligible coursework are as follows:

- a) Degree programs at accredited institutions which relate directly to career opportunities within the City of Miami Beach are eligible for approval.
- b) For those employees who have been approved for a degree program, all general education courses specifically required by the school will be approved.
- c) All courses must be taken outside of working hours unless the employee's Department Director approves the use of annual leave.
- d) Non-degree, work related courses (or City of Miami Beach career path).
- e) Certification, work related courses (or City of Miami Beach career path)

#### Department Director

Department Directors shall be responsible for verifying that all approved coursework is in compliance with this administrative procedure, as well as all other aspects of the program.

MIAMIBEACH  CITYWIDE PROCEDURE	DATE ISSUED: MAY, 2015	Page: 3 of 4	SEQUENCE NUMBER: HR.20.01
	DATE UPDATED: DECEMBER, 2016		
	SUBJECT: EMPLOYEE TUITION ASSISTANCE PROGRAM		
	RESPONSIBLE DEPARTMENT: HUMAN RESOURCES		

Department Directors shall approve or disapprove all reimbursements for degrees, programs, and coursework for employees within their departments.

#### Employee Obligations

There is a repayment requirement if the employee separates from employment from the City of Miami Beach within two years of having received assistance, with the exception for those employees who have been laid off.

Employees separating from City service prior to the expiration of the two (2) year period will reimburse the City for the assistance received during the final year of employment through deductions from their final payroll check. If the final paycheck is insufficient, the employee will be responsible for making arrangements to reimburse the City or their separation papers shall be coded as not having left the City in good standing.

In the event the employee fails to reimburse the City, the services of an attorney required to collect such debt shall be sought and such attorney's fees and court costs shall be added to the amount owed the City.

#### Application Procedure

Employees wishing to participate in the Program shall submit to their Department Directors the attached Tuition Assistance Program Application Form along with the supporting documentation stated in Part I of the application no later than 30 days prior to the start of classes.

#### Coursework, Degree Review and Approval

The Department Director shall approve or disapprove the employee's request after verifying the employee's eligibility for participation in the Program.

#### Reimbursement

Employees seeking reimbursement shall submit their pre-approved application form along with the supporting documentation stated in Part I and II of the application, no later than 30 days from receipt of their grades. Departments shall submit all applications to the Human Resources Department with the supporting documentation for final review and reimbursement approval.

#### Penalty

Should an employee submit documentation which the employee knows is false or intentionally misleading in order to receive benefits to which the employee is not entitled, the employee shall be deemed ineligible to continue to participate in the Program and shall repay City of Miami Beach for any tuition assistance received while in the City's employ. The employee may be subject to disciplinary action, including, but not limited to, dismissal from the City service.

MIAMIBEACH CITYWIDE PROCEDURE	DATE ISSUED:	Page:	SEQUENCE
	MAY, 2015	4 of 4	NUMBER:
	DATE UPDATED:		HR.20.01
	DECEMBER, 2016		
SUBJECT:			
EMPLOYEE TUITION ASSISTANCE PROGRAM			
RESPONSIBLE DEPARTMENT:			
HUMAN RESOURCES			

Prepared by:

\_\_\_\_\_  
Director, Human Resources Department

Reviewed by:

\_\_\_\_\_  
Internal Auditor

\_\_\_\_\_  
Assistant City Manager

Approved by:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

**DRAFT**

# MIAMI BEACH

## Tuition Assistance Program Application Form

FOR HR USE ONLY:

### General Information

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Date Employed: \_\_\_\_\_ City ID #: \_\_\_\_\_

Department: \_\_\_\_\_ Classification: \_\_\_\_\_

Phone: \_\_\_\_\_ Course Schedule Dates: \_\_\_\_\_

Name of Educational Institution: \_\_\_\_\_

Educational Objectives ☐ Non Degree ☐ Undergraduate Degree ☐ Graduate Degree

Academic Degree ☐ Non Degree ☐ Associate's ☐ Bachelor's ☐ Master's

Major (Area of Concentration): \_\_\_\_\_

DO NOT WRITE IN SHADED AREAS

COURSE(S) REQUESTED	TOTAL CREDITS	ELIGIBLE Y/N	DATE GRADES RECEIVED	GRADE	AMOUNT	INITIAL FOR APPROVAL
1.						
2.						
State how coursework meets the objectives of the Tuition Assistance Program:						

### Part I: Coursework, Degree Review and Approval

Department verification: ☐ Approved ☐ Denied, reason: \_\_\_\_\_

Documents provided: ☐ Tuition Assistance Application  
☐ Class Schedule  
☐ Catalog Description(s) for course(s) listed above

Department Director's Signature \_\_\_\_\_

Date \_\_\_\_\_

### Part II: Reimbursement

Attach the following supporting documentation and submit to the Human Resources Department no later than 30 days after grades have been posted:

- ☐ Supporting documentation provided with Part I
- ☐ Course Registration Statement
- ☐ Receipt of Payment in full
- ☐ Grade(s) received for course(s) listed above

### Employee Signature

By signed below, I am affirming that I have read and agreed to comply with the requirements set forth in the Administrative Procedure No. HR20.1 - Employee Tuition Assistance Program.

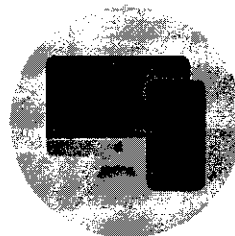
Date \_\_\_\_\_

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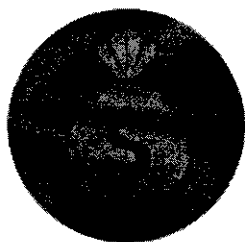
## WANT TO BE FAMOUS?

Do you want to see yourself or your team featured in MB Current? The Office of Marketing & Communications is always taking story ideas and gathering fun tidbits of information to feature in the city's employee newsletter. Whether it's current events, holiday celebrations or even winning a kickball tournament, we'd love to add it in! And don't forget the pictures — it didn't happen if it's not on camera.



To submit, please send an email to [taylorhall@miamibeachfl.gov](mailto:taylorhall@miamibeachfl.gov), with the subject line, "MB Current."

## STUDENT LOAN FORGIVENESS



As a government employee, you may be eligible to receive student loan forgiveness under the Federal Public Service Loan Forgiveness Program (PSLF). The PSLF Program forgives the remaining balance on your Direct Loans after you have made 120 qualifying monthly payments under a qualifying repayment plan while working full-time for a qualifying employer.

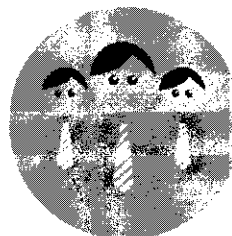
For more information, contact the U.S. Department of Education FedLoan Servicing by calling 1.855.265.4038 or online at

<https://studentaid.ed.gov/sa/repay-loans/forgiveness-cancellation/public-service>.

## SUBMIT A RANDOM ACT OF KINDNESS

Have you or someone you know gone the extra mile for a colleague, resident or unrelated stranger lately?

Be a part of inspiring kindness amongst City Hall! Send an e-mail to [communications@miamibeachfl.gov](mailto:communications@miamibeachfl.gov) with a description, video and/or photo showcasing the kind act to be recognized on our social media and feature column in MB Current.





the CITY of MEMPHIS MAYOR JIM STRICKLAND

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**Student Loan Reduction Program**

The Student Loan Reduction Program provides extra student loan payments – \$50 paid by the City each month – on top of your monthly minimums, helping you save time and money. Through the Tuition.io platform, you'll be able to see all of your loans, repayment strategies and financing options, and see the positive impact that the loan contributions make toward your financial wellness.

**Program Name:** Student Loan Reduction Program  
**Enroll Here:** <https://memphis.tuition.io/enroll>  
**Returning User Login:** [memphis.tuition.io](https://memphis.tuition.io)  
**TIO Custom Phone Number:** (855) 353-9395  
**TIO Custom Support Email:** [support@tuition.io](mailto:support@tuition.io)  
**HR Email:** [HRFinanceOPS@memphistn.gov](mailto:HRFinanceOPS@memphistn.gov)  
**Contribution:** Monthly Contribution \$50/mo with no lifetime maximum.  
**Eligibility Requirements:** Full-time active employee, 1 year of service with City of Memphis



**HR Office**  
 125 N. Main Street  
 Suite 406  
 Memphis, TN 38103  
[HR Admin's Questions & Comments Action Form](#)

**Hours:**  
 Monday - Friday  
 8:30 a.m. - 5:00 p.m.

(901) 636-6571

Eligible for Contribution	Not Eligible for Contribution
<ul style="list-style-type: none"> <li>• Forbearance, Grace Period, Deferment ✓</li> <li>• Loans Consolidated with Someone Else (if documented) ✓</li> <li>• Loans that Previously Received Tuition Reimbursement ✓</li> </ul>	<ul style="list-style-type: none"> <li>• Parent Plus ✗</li> <li>• Collections ✗</li> <li>• Default ✗</li> <li>• Loans in Someone Else's Name ✗</li> <li>• Loans Used to Pay for Someone Else's Higher Education ✗</li> <li>• Educational Lines of Credit ✗</li> <li>• Leaves of Absence ✗</li> </ul>

To determine exactly how much this student loan reduction program could save you, use this [student loan prepayment calculator](#).

**Student Loan Reduction FAQ**

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# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION ON CITY PRIORITIZATION AND FUNDING TO IMPLEMENT CROSSWALKS AND SIGNALIZATION AT COLLINS AVENUE AT 79TH STREET AND AT 83RD STREET**

### **HISTORY:**

In 2015, the City of Miami Beach became the first City in the State of Florida to formally adopt a new modal prioritization to guide its transportation infrastructure investments. The City's adopted modal prioritization consists of: 1. Pedestrians; 2. Bicycles, Transit, and Freight (depending on the corridor); and 3. Private Vehicles.

Through the Transportation Master Plan process and following the adoption of the Master Plan, the City of Miami Beach Transportation Department has worked closely with the Florida Department of Transportation (FDOT) to identify, study, fund, and implement pedestrian improvements along State Roads within the City of Miami Beach. The City will continue this coordination to ensure a safe and connected pedestrian network.

SRA1A/Collins Avenue is one of the City's major thoroughfares traversing the entire length of the City in a north-south direction. While Collins Avenue provides some facilities for safe pedestrian crossings, the Transportation Department staff has been advocating for some time for FDOT to create safe pedestrian crosswalks and enhance pedestrian safety at multiple locations along the corridor, including at 36th Street, 79th Street, 83rd Street, and 87th Street.

### **ANALYSIS:**

#### Proposed Traffic Signal at Collins Avenue/79<sup>th</sup> Street Intersection

In 2016, pursuant to the City's request, FDOT approved the implementation of a signalized crosswalk at Collins Avenue and 79<sup>th</sup> Street. Since that time, the Transportation Department staff has been working with FDOT to fund this project as part of the FDOT 5-Year Work Program. This project was discussed at the June 28, 2017 FDOT District 6 Scoping Committee meeting. Transportation Department staff attended the meeting to advocate for FDOT to fund the project and expedite the construction of the signalized intersection. Subsequent to the meeting, City staff has continued seeking advancement of the project. As a result of staff's efforts, FDOT is currently designing the project and, as part of its Tentative 5-Year Work Program, FDOT is proposing to advance project construction from Fiscal Year (FY) 2022/23 to FY 2018/19, which will begin on July 1, 2018. The estimated construction cost is approximately \$427,000.

#### Proposed Enhanced Crosswalks at Collins Avenue/83rd Street and Other Intersections

In 2016, pursuant to the City's request, FDOT approved the installation of enhanced pedestrian crosswalks with



overhead Rapid Rectangular Flashing Beacons at the intersections of Collins Avenue/83rd Street and Collins Avenue/87th Street. These crosswalk projects were also discussed at the June 28, 2017 FDOT District 6 Scoping Committee meeting and received support from the Committee. Typically, when new projects are proposed for funding through the FDOT 5-Year Work Program cycle, the project is initially programmed in the fifth (5th) year of the FDOT's Tentative 5-Year Work Program. If the funding is ultimately approved, the project is included in the FDOT's Adopted 5-Year Work Program.

In order to achieve economies of scale, FDOT staff proposed combining these two projects along with a proposed mid-block crosswalk at the 3600 block of Collins Avenue. All three (3) proposed enhanced crosswalk/Rapid Rectangular Flashing Beacon projects have been incorporated into a single project. The estimated cost of this project, including design and construction, is \$811,132. The projects are currently proposed for design in FY 2018/19 and construction in FY 2022/23 in the FDOT 5-Year Tentative Work Program.

### **CONCLUSION:**

Given that FDOT has advanced the design and construction of the Collins Avenue/79th Street signalized crosswalk, with funding for construction to be available in July 2018, the Administration recommends no further action on this item.

The City will continue to work with FDOT to advance the implementation of the proposed enhanced crosswalks along Collins Avenue at 83rd Street, 87th Street, and the 3600 Block. If FDOT is not amenable to advancing funds and expediting this project through its Work Program cycle, then City staff will pursue funding through the City's FY2018/19 capital budget process, with the condition that FDOT reimburse the City in the year that the state funds become available. If approved through the capital budget process, this financial arrangement will require a Locally Funded Agreement to be executed between the City and FDOT.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE ORCHARD PARK NEIGHBORHOOD  
TEMPORARY PUMPS**

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### **ANALYSIS:**

The Orchard Park neighborhood, which includes 44th Street and Post Avenue intersection, suffers from a flawed drainage system installed in 2011. The stormwater drainage inlets are as low as 1.04 NAVD and are designed to drain into a “French Drain” (exfiltration trench). The geology and hydrology of our barrier island coupled with the increasing level of the ground water which mirrors that of Biscayne Bay have resulted in the ineffectiveness of this system. It is common during the spring and fall “King Tides” for the tidal elevation to exceed these local elevations. During these tides, and especially when it rains during higher tides, water pools in the street impeding safe passage.

### **ANALYSIS**

During recent “King Tides” the City installed temporary pumps to help reduce the flooding risk. The cost of temporary pumps is significant and has been limited to high risk times. The primary pump that proved beneficial was located in Muss Park which was under construction at the time. Muss Park is now open for usage by the public and temporary pumps and discharge hoses will inconvenience those planned recreational activities there.

Interim measures are planned for the upcoming spring high tides. A “back flow” prevention device, or one way flow control device, is to be installed on the outfall of the main drainage pipe that leads from 44th Street into the adjacent canal. This device allows water to drain to the canal when the tides are lower than the street and stop the canal from flowing into the stormwater draining system at times when the tides are higher than the discharge elevation. Temporary pumps are currently planned for usage during these times to remove stormwater collected from rain events.

More permanent measures are being evaluated and considered to mitigate against sea level rise for this neighborhood. The City’s engineering team is working to evaluate the needs based on the recent direction to consider ten (10) year storm events versus the five (5) year storm event previously used planning criteria previously used. Once pumping capacities and piping sizing requirements are determined the process of determining the appropriate location of permanent pumps will follow. Additionally, it is expected that other recommendations will be made and considered to aid the mitigation such as raising the street elevation.

**ATTACHMENTS:**

Description		Type
	email attachments	Other

## Coley, Roy

---

**From:** Jeffrey Gale <jeffgalelaw@me.com>  
**Sent:** Thursday, January 25, 2018 11:48 PM  
**To:** Coley, Roy  
**Cc:** Morales, Jimmy; Aleman, John; Carpenter, Eric; ICE (Kelly Gale); Mowry, Bruce; Payne, Stanley; Gershon Fink; Soto, Luis; Samuelian, Mark; Arriola, Ricky; De La Torre, Rodolfo; Bain, Tiffany; dan@gelberformayor.com; Steinberg, Micky; Sara Botach  
**Subject:** 44th Street (Orchard Park)

Thank you.

Jeff Gale  
Jeffrey P. Gale, P.A.  
9999 NE 2nd Avenue, Suite 304  
Miami Shores, FL 33138  
Personal Injury/Workers' Compensation/  
Property Insurance Claims (Residential & Commercial)  
Tel. (305) 758-4900  
Cell: (305) 904-5637  
Fax: (305) 758-4949  
Email: [jeffgalelaw@bellsouth.net](mailto:jeffgalelaw@bellsouth.net)  
Website: [www.jeffgalelaw.com](http://www.jeffgalelaw.com)

Sent from my iPhone

On Jan 25, 2018, at 9:49 AM, Coley, Roy <[RoyColey@miamibeachfl.gov](mailto:RoyColey@miamibeachfl.gov)> wrote:

Mr. Gale,

You are correct; lining the French Drain will prevent rainwater from draining into the soil. When the tides are high, the French Drain does not work very well, and when the tides are low the rainwater drains to the canal much better. Therefore it may be better to have the pipe lining versus having the tide water inundate the French Drain at high tides. This is a matter under consideration to determine the best possible solution.

The back flow prevention device could be better described as a one way flow control device. This device allows water to drain to the canal when the tides are lower than the street and stop the canal from flowing into the stormwater draining system at times when the tides are higher than the system. The vulnerability will remain when tides are high and it rains significantly.

Again, you are correct in your position that the ideal solution includes a permanent pumping system. Our team has been tasked to further evaluate that possibility to possibly expedite the design and installation. I will keep you informed as information comes available.

Best Regards,

**Roy Coley, MBA**  
**Assistant Department Director/Infrastructure Director**  
PUBLIC WORKS DEPARTMENT  
**MIAMI BEACH**  
1700 Convention Center Drive, Miami Beach, FL 33139  
Tel: 305.673.7380 [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

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**From:** Jeffrey Gale [<mailto:jeffgalelaw@me.com>]  
**Sent:** Tuesday, January 23, 2018 11:06 PM  
**To:** Coley, Roy  
**Cc:** Morales, Jimmy; Aleman, John; Carpenter, Eric; ICE (Kelly Gale); Mowry, Bruce; Payne, Stanley; Gershon Fink; Soto, Luis; Samuelian, Mark; Arriola, Ricky; De La Torre, Rodolfo; Bain, Tiffany; [dan@gelperformayor.com](mailto:dan@gelperformayor.com); Steinberg, Micky; Sara Botach  
**Subject:** Re: 44th Street — Jan 3, 2018

Dear Mr. Coley,

Won't lining the French Drain prevent rainwater from draining into the soil? And a back flow prevention device won't prevent rainfall flooding. Both may help with the King Tide, but neither addresses the rain flooding and may even make it worse.

I'm afraid that the only solution for rain flooding is a pump system, which also helps with the King Tide.

The ideal would be all of the above (with the pump system being a permanent station) and elevated streets.

Yours truly,

Jeff Gale  
Jeffrey P. Gale, P.A.  
9999 NE 2nd Avenue, Suite 304  
Miami Shores, FL 33138  
Personal Injury/Workers' Compensation/  
Property Insurance Claims (Residential & Commercial)  
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Email: [jeffgalelaw@bellsouth.net](mailto:jeffgalelaw@bellsouth.net)  
Website: [www.jeffgalelaw.com](http://www.jeffgalelaw.com)

Sent from my iPhone

On Jan 16, 2018, at 2:23 PM, Coley, Roy <[RoyColey@miamibeachfl.gov](mailto:RoyColey@miamibeachfl.gov)> wrote:

Mr. Gale,

We do have a proposal for a backflow prevention device proposed to be located near the seawall inside the outfall pipe. The proposal is being considered by the City's engineers along with the possibility of installing some type of lining in the French Drain, which is an equal source of water during high tides. At this time, a decision has not been finalized on how we will proceed.

Best Regards,

**Roy Coley, MBA**

**Assistant Department Director/Infrastructure Director**  
**PUBLIC WORKS DEPARTMENT**

**MIAMIBEACH**

1700 Convention Center Drive, Miami Beach, FL 33139  
Tel: 305.673.7380 [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

---

**From:** Jeffrey Gale [<mailto:jeffgalelaw@me.com>]

**Sent:** Monday, January 15, 2018 6:12 PM

**To:** Coley, Roy

**Cc:** Morales, Jimmy; Aleman, John; Carpenter, Eric; Coley, Roy; ICE (Kelly Gale); Mowry, Bruce; Payne, Stanley; Gershon Fink; Soto, Luis; Samuelian, Mark; Arriola, Ricky; De La Torre, Rodolfo; Bain, Tiffany; [dan@gelberformayor.com](mailto:dan@gelberformayor.com); Steinberg, Micky; Steinberg, Micky; Sara Botach

**Subject:** Re: 44th Street — Jan 3, 2018

Dear Mr. Coley:

While preparing for the 1/17/2018 City Commission Meeting, I came across your 11/28/2017 email (pasted below) referencing a strategy to provide additional relief and talks with a contractor to implement same.

I did not hear anything further from you on this and am hoping you can share the information in advance of the meeting.

"Mr. Gale,

Thank you for your emails, as always the pictures are helpful. In short to answer your question concerning short term solutions, I am pleased to report to you that our team has developed a strategy to provide additional relief. We have met with a contractor and are waiting for a proposal from them for the improvements. I expect to have the proposal from them this week and then will be in a position to share what could be expected. Until then our stormwater operators will continue to operate the temporary pump(s) and provide the type of service you experienced earlier this morning.

Best Regards,

Roy Coley, MBA

Assistant Department Director/Infrastructure Director

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Yours truly,

Jeff Gale

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Website: [www.jeffgalelaw.com](http://www.jeffgalelaw.com)

## Coley, Roy

---

**From:** Morales, Jimmy  
**Sent:** Wednesday, January 24, 2018 1:25 PM  
**To:** Aleman, John; Coley, Roy; Mowry, Bruce; Carpenter, Eric  
**Subject:** RE: 44th Street — Jan 3, 2018

**Categories:** Red Category

As per the discussion at Commission last week, this is one of the communities we are looking at to possibly expedite. Eric, I assume we would need to come back to Commission to modify the master plan?

**From:** Aleman, John  
**Sent:** Wednesday, January 24, 2018 12:45 PM  
**To:** Coley, Roy <RoyColey@miamibeachfl.gov>; Mowry, Bruce <BruceMowry@miamibeachfl.gov>; Carpenter, Eric <EricCarpenter@miamibeachfl.gov>  
**Cc:** Morales, Jimmy <JimmyMorales@miamibeachfl.gov>  
**Subject:** RE: 44th Street — Jan 3, 2018

Gentlemen,

I would really like to see you all hash out a plan for the earliest date we can put in a permanent pump here. Can that be done?

### MIAMI BEACH

**Commissioner John Elizabeth Alemán**

OFFICE OF MAYOR AND COMMISSION

1700 Convention Center Drive, Miami Beach, FL 33139

Tel: 305-673-7102 / Fax: 305-673-7096 / [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

**From:** Jeffrey Gale [<mailto:jeffgalelaw@me.com>]

**Sent:** Tuesday, January 23, 2018 11:06 PM

**To:** Coley, Roy

**Cc:** Morales, Jimmy; Aleman, John; Carpenter, Eric; ICE (Kelly Gale); Mowry, Bruce; Payne, Stanley; Gershon Fink; Soto, Luis; Samuelian, Mark; Arriola, Ricky; De La Torre, Rodolfo; Bain, Tiffany; [dan@gelberformayor.com](mailto:dan@gelberformayor.com); Steinberg, Micky; Sara Botach

**Subject:** Re: 44th Street — Jan 3, 2018

Dear Mr. Coley,

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Sent from my iPhone

On Jan 16, 2018, at 2:23 PM, Coley, Roy <[RoyColey@miamibeachfl.gov](mailto:RoyColey@miamibeachfl.gov)> wrote:

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Best Regards,

**Roy Coley, MBA**  
**Assistant Department Director/Infrastructure Director**  
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---

**From:** Jeffrey Gale [<mailto:jeffgalelaw@me.com>]

**Sent:** Monday, January 15, 2018 6:12 PM

**To:** Coley, Roy

**Cc:** Morales, Jimmy; Aleman, John; Carpenter, Eric; Coley, Roy; ICE (Kelly Gale); Mowry, Bruce; Payne, Stanley; Gershon Fink; Soto, Luis; Samuelian, Mark; Arriola, Ricky; De La Torre, Rodolfo; Bain, Tiffany; [dan@gelberformayor.com](mailto:dan@gelberformayor.com); Steinberg, Micky; Steinberg, Micky; Sara Botach

**Subject:** Re: 44th Street — Jan 3, 2018

Dear Mr. Coley:

While preparing for the 1/17/2018 City Commission Meeting, I came across your 11/28/2017 email (pasted below) referencing a strategy to provide additional relief and talks with a contractor to implement same.

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"Mr. Gale,

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strategy to provide additional relief. We have met with a contractor and are waiting for a proposal from them for the improvements. I expect to have the proposal from them this week and then will be in a position to share what could be expected. Until then our stormwater operators will continue to operate the temporary pump(s) and provide the type of service you experienced earlier this morning.

Best Regards,

Roy Coley, MBA  
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/“

Yours truly,

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## Coley, Roy

---

**From:** Jeffrey Gale <jeffgalelaw@me.com>  
**Sent:** Friday, January 05, 2018 1:57 PM  
**To:** Coley, Roy  
**Cc:** Payne, Stanley; Morales, Jimmy; Aleman, John; Carpenter, Eric; ICE (Kelly Gale); Mowry, Bruce; Soto, Luis; Gershon Fink; Sara Botach; Dan Gelber; De La Torre, Rodolfo; Bain, Tiffany; Samuelian, Mark; Arriola, Ricky; Steinberg, Micky; Gelber, Dan; Gongora, Michael  
**Subject:** Re: 44th Street & Post Avenue (Jan. 2, 2018)

\*conscientious

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Website: [www.jeffgalelaw.com](http://www.jeffgalelaw.com)

Sent from my iPhone

On Jan 5, 2018, at 1:06 PM, Jeffrey Gale <[jeffgalelaw@me.com](mailto:jeffgalelaw@me.com)> wrote:

Dear Mr. Coley,

Thank you kindly for your conscience and informative response. After reading your explanation, I fully agree that Mr. Payne was not being rude. My apologies for suggesting otherwise.

We the residents of 44th Street are greatly appreciative of having competent and attentive civil servants addressing our issues. We also appreciate the cost concerns associated with the temporary pumps and would fully agree with your assessment if the predictable high tides were the only issue. As you have explained, high tide flooding alone is manageable. Unfortunately, the primary threat to property and property values is RAIN-related flash flooding. This, of course, is not nearly as predictable or as manageable as the tides. It is an ever present danger that, in the short term, can only be managed by temporary pumps.

Yours truly,

Jeff Gale  
4360 Royal Palm Avenue  
MB

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Website: [www.jeffgalelaw.com](http://www.jeffgalelaw.com)

Sent from my iPhone

On Jan 5, 2018, at 12:36 PM, Coley, Roy <[RoyColey@miamibeachfl.gov](mailto:RoyColey@miamibeachfl.gov)> wrote:

Mr. Gale,

I sincerely apologize for you feeling like Mr. Payne questioned the veracity of your photographs; I assure you it was not his intent. Mr. Payne reports to me, and I am able to verify his character is far above reproach, or intent to insult you in any way. The misunderstanding is likely a nomenclature issue. In your email to us all on January 2, 2018, you stated "it is backed-up sewer water." Mr. Payne interpreted your statement as sanitary sewer, or domestic sewerage, verses stormwater, or tidal waters, as we normally term what you saw. The intent of Mr. Payne's statement was to verify that there was no domestic sewerage overflowing, and the stormwater system was not experiencing any blockage.

In response to your request to have long term and short term solutions I will share with you my recommendations. Recognizing, as I have previously described to you and for the benefit of others copied on this email, your neighborhood suffers from a failed drainage system installed in 2011. The stormwater drainage inlets are as low as 1.04 NAVD and are designed to drain into a "French Drain" (exfiltration trench). The geology and hydrology of our barrier island doomed this design from the very start, and in my opinion was a complete waste of significant resources. As a State of Florida licensed water and wastewater operator, I can attest that no drainage system will work in Miami Beach when the tidal elevations exceed your inlet elevations unless a design engineer takes that into account and sets future street elevations and pumping capacity to better manage the water. I recommend that your neighborhood's drainage system be redesigned from the 2011 failed design and programmed into the stormwater master plan improvements as soon as practical.

I further recommend that temporary portable pumps be used only when risk of damage to property or safety is high. The cost of temporary portable pumps is not sustainable with the City's current revenue stream from stormwater fees, and in my opinion not a responsible use of resources. Just to note, recently the City spent about \$130,000 monthly on temporary generators and pumping operations. The king tides come for about two (2) months in the spring and about three (3) months in the fall. During king tides, I recommend using temporary pumps in the City's most vulnerable locations only. During other times of the year, NOAA's tidal

prediction's suggests that such risk is too low to just justify the unfunded expenditure.

I hope my explanation further clarified your concerns.

Best Regards,

**Roy Coley, MBA**

**Assistant Department Director/Infrastructure Director**  
PUBLIC WORKS DEPARTMENT

**MIAMI BEACH**

1700 Convention Center Drive, Miami Beach, FL 33139  
Tel: 305.673.7380 [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

---

**From:** Jeffrey Gale [<mailto:jeffgalelaw@me.com>]

**Sent:** Thursday, January 04, 2018 7:35 PM

**To:** Payne, Stanley

**Cc:** Morales, Jimmy; Aleman, John; Carpenter, Eric; Coley, Roy; ICE (Kelly Gale); Mowry, Bruce; Soto, Luis; Gershon Fink; Sara Botach; Dan Gelber; De La Torre, Rodolfo; Bain, Tiffany; Samuelian, Mark; Arriola, Ricky; Steinberg, Micky; Gelber, Dan; Gongora, Michael

**Subject:** Re: 44th Street & Post Avenue (Jan. 2, 2018)

Dear Mr. Payne:

On Tuesday, January 2, 2018, I sent the group a photograph taken at 10:00 a.m. showing backed up water. You responded by sending me two photographs taken by your crew at 11:46 a.m., along with comments I interpreted as questioning the veracity of when my photograph was taken. Not only, in my view, were those comments out of line, but your response otherwise failed to address any of the longstanding flood related issues. (If not to challenge my photograph, what was the point of your response? Were you suggesting that my concerns are overblown?)

On Wednesday, I sent the group two photographs taken that morning showing even greater flooding than the day before. Neither you nor anyone else responded (just as nobody, as far as I know, bothered to respond to Sara Botach's Tuesday email)

While I appreciate the financial costs associated with addressing the problem, it is a fundamental infrastructure issue that must be made a priority for Miami Beach to be a world class city. The quality of a city is judged from the bottom up, not from the top down. Flooded streets are not a good thing.

Jeff Gale  
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Miami Beach, FL

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Website: [www.jeffgalelaw.com](http://www.jeffgalelaw.com)

Sent from my iPhone

On Jan 2, 2018, at 12:38 PM, Jeffrey Gale <[jeffgalelaw@me.com](mailto:jeffgalelaw@me.com)> wrote:

A bullet dodged. High tide today was at 8:09 a.m. The city's photos were taken closer to low tide (2:19 p.m.) than high tide. Nevertheless, a peak into the drain would have shown the water level to be just below the drain grill.

Water backing up is not acceptable, and photos showing that the water has receded do not comfort me. Moreover, high tide or low tide, if it rains hard today or any day, for that matter, there will be street flooding. This is the bigger point.

We know that the area is low lying. We know that something long term needs to be done and we know that the short term solution of temporary pumps works.

Catastrophe can strike at any moment. With the backed up water, today could have been that moment. Backed-up water + heavy rain = catastrophe.

44th Street needs a life preserver now. Throw the damn thing already!

Yours truly,

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Sent from my iPhone

On Jan 2, 2018, at 11:58 AM, Payne, Stanley  
<[StanleyPayne@miamibeachfl.gov](mailto:StanleyPayne@miamibeachfl.gov)> wrote:

We had a team member go by and check this location.  
As you can see in the pictures, the area is dry. There is  
no backed-up sewer water at this location

<image001.jpg> <image002.jpg>

## MIAMIBEACH

**Stanley Payne** Storm Water Superintendent  
PUBLIC WORKS DEPARTMENT  
1700 Convention Center Drive, Miami Beach, FL 33139  
Tel: 305-673-7000 x2343 / Fax: 305-673-7028 /  
[www.miamibeachfl.gov](http://www.miamibeachfl.gov)

---

**From:** Jeffrey Gale [<mailto:jeffgalelaw@me.com>]  
**Sent:** Tuesday, January 02, 2018 11:11 AM  
**To:** Morales, Jimmy; Aleman, John; Carpenter, Eric;  
Coley, Roy; ICE (Kelly Gale); Mowry, Bruce; Payne,  
Stanley; Soto, Luis; Gershon Fink; Sara Botach  
**Cc:** Dan Gelber; De La Torre, Rodolfo; Bain, Tiffany;  
Samuelian, Mark; Arriola, Ricky; Steinberg, Micky  
**Subject:** 44th Street & Post Avenue (Jan. 2, 2018)

This photograph was taken at 10 a.m. today. In case  
you don't know the subject of the photo, IT IS  
BACKED-UP SEWER WATER!

This happens to be unrelated to rain, with only light  
drizzles before the photo was taken. It is now a little  
after 11 a.m., and I am sitting in my office in Miami  
Shores worried about home and property (cars)  
damage as heavier rains move in with the  
approaching cold front.

What is going to be done to alleviate and remedy  
this acute problem and when?

Happy New Year.

Jeff Gale

<image003.jpg>

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Sent from my iPhone



## Coley, Roy

---

**From:** Jeffrey Gale <jeffgalelaw@me.com>  
**Sent:** Friday, December 15, 2017 2:30 PM  
**To:** Coley, Roy  
**Cc:** Aleman, John; Carpenter, Eric; Morales, Jimmy; Soto, Luis; ICE (Kelly Gale); Sara Botach; Gershon Fink  
**Subject:** Re: 44th Street & Royal Palm

Dear Mr. Coley,

Thank you for the informative and on-point response. I hope you are right about there being an adequate differential between our street and the bay for drainage. Unfortunately, from years of contrary events I am not getting my hopes up. I will keep you posted of both positive and negative events.

One reason for our acute rain drainage problem is the result of water from the higher surrounding areas naturally flowing to the low point. This quickly overwhelms the existing system. The only relief we've ever seen has come from the temporary pumps.

Other MB neighborhoods have gotten permanent pumps. Orchard Park has patiently waited its turn. We should be up soon.

P.S. Mr. Soto was very pleasant and helpful to me yesterday.

Yours truly,

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Sent from my iPhone

On Dec 15, 2017, at 10:42 AM, Coley, Roy <[RoyColey@miamibeachfl.gov](mailto:RoyColey@miamibeachfl.gov)> wrote:

Mr. Gale,

Your frustration is understood, I can only imagine how inconvenient it is to have a drainage system that was completed in 2011 to be failing. Just to recapitulate; in summary the issue is your stormwater drains are at an elevation of between 1.04 NAVD and 1.63 NAVD, are designed to drain into a "French Drain" (exfiltration trench), and into the bay by gravity. Regretfully the French Drain does not work as intended due to sea level rise, and is actually artesian at times

with ground water flowing in reverse, and coming into the streets from the system. When the tidal elevations exceed the levels of your drain inlets ground water flows upwards, into the streets, and any rainfall does not have adequate drainage to prevent pooling of water in the streets.

During King Tide season when the tidal elevations exceeded your stormwater system heights the city installed a plug into the pipe going to the bay to prevent the bay water from backing up into the street. With the plug installed the rainwater had nowhere to go except to the French Drain that was not draining. To remove the rain water the city located temporary diesel powered pumps upstream from the plugged pipe to pump rain water into the bay. The diesel powered temporary pumps were a good solution for the short term although they had to operate 24 hours a day in order to provide relief from unexpected rains.

King Tide season has passed, and the tidal elevations remain low enough to allow gravity drainage from your street. The city's stormwater operators removed the plug from the pipe to the bay allowing gravity to drain the area. I have attached a graphic of the tide level predictions by NOAA. You can see the tides are expected to be a maximum of .2 NAVD for the near future. This provides adequate differential between your streets and the bay for drainage.

The city this week has been removing from all over the community rented temporary equipment. The tidal conditions make this a reasonable action considering flooding is much less likely, and the cost of the rented equipment is considerable. Just as a point of information the city has been spending more than \$100,000 monthly on rental fees plus additional labor, and fuel cost for operations.

Best Regards,

**Roy Coley, MBA**

**Assistant Department Director/Infrastructure Director**  
PUBLIC WORKS DEPARTMENT

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---

**From:** Jeffrey Gale [<mailto:jeffgalelaw@me.com>]

**Sent:** Thursday, December 14, 2017 8:45 PM

**To:** Coley, Roy

**Cc:** Aleman, John; Carpenter, Eric; Morales, Jimmy; Soto, Luis; ICE (Kelly Gale)

**Subject:** Re: 44th Street & Royal Palm

P.S. I mistakenly said that I was annoyed. I'm actually angry. It's outrageous that the city would remove a proven remedy and leave its taxpaying homeowners exposed to harm. Not good.

Jeff Gale

Jeffrey P. Gale, P.A.

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Sent from my iPhone

On Dec 14, 2017, at 8:29 PM, Jeffrey Gale <[jeffgalelaw@me.com](mailto:jeffgalelaw@me.com)> wrote:

Kindly accept my apologies for the tone of this email, but I am annoyed. Driving past Muss Park this evening on my way home from work and seeing an empty space where the two pumps had been working tirelessly and effectively until yesterday, has gotten under my craw. In essence, the city has made the unilateral decision to leave 44th Street defenseless from rain events.

I have explained and documented for more than 10 years the rainstorm-related flooding issues on 44th Street. While the King Tide presents its own unique set of issues, the rain-related flooding is the ever-present and more threatening issue.

Not only did the temporary pumps limit the worst effects of the King Tide, they provided nearly instantaneous relief from flash flooding. I witnessed this with pleasure with my own eyes some three weeks ago during a heavy downpour. Although the street flooded — which only takes 15 minutes during a normal heavy rain — all of a sudden the water began to rush down the drains, and within 15-20 minutes the flooding was gone. This is the first time I had seen this happen in our 24 years in our home. Typically, it would have taken 2-3 hours for the level to recede, from up to 24-36 inches of sitting water, and had the rain continued, our homes and cars would have been threatened. I informed all of you of this event, with relief, shortly after it happened.

It is therefore inexplicable and upsetting that the city would remove the pumps. We understand that bigger remedies are in the works, but those plans do not address the immediate problem. Downpours, which will come, threaten to destroy our homes and our property, not to mention the health hazard of standing filthy water. It is shameful and below the standards of a city that touts itself as being world class.

I beseech you to get the temporary pumps back in place ASAP. Frankly, given resident concerns and the well documented history of problems, it is outrageous that the city removed them in the first place!

Yours truly,

Jeff Gale  
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Website: [www.jeffgalelaw.com](http://www.jeffgalelaw.com)

Sent from my iPhone

<Tide Predictions 12.15.17,12.21.17.PNG>

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE USE OF TEMPORARY PORTABLE PUMPS AND  
GENERATORS FOR THE PURPOSE OF MITIGATING FLOODING OF CITY  
STREETS**

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**ANALYSIS:**

Discussion at Committee.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE NORTH BEACH TOWN CENTER  
REDEVELOPMENT PROPOSAL, INVOLVING CITY-OWNED PARKING LOTS,  
MADE BY NORTH BEACH TOWN CENTER DEVELOPMENT, LLC, AN AFFILIATE  
OF PACIFIC STAR CAPITAL, LLC**

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### **HISTORY:**

On or about June 7, 2017, the City engaged Tom Blazejack, to prepare an appraisal, as required by Section 82-39 of the City Code, with respect to a proposal submitted by North Beach Town Center Development, LLC's ("Developer") for the City to convey two of its Parking Lots (P80 and P84) in North Beach, in exchange for the Developer's conveyance to the City of a public parking garage unit or structure, which would be constructed as part of the Developer's proposed mixed use project.

Between July, 2017 and December, 2017, the City and the Developer held various meetings to discuss the differences in valuation. As part of the appraisal discussions, the City and the Developer agreed that the results of the November, 2017 referendum regarding the proposed F.A.R. increase in the Town Center districts in North Beach could affect the valuation of the respective parcels. The decision to incorporate the F.A.R. referendum results as part of the appraisal analysis inured to the benefit of the Developer, as the Developer's properties benefited more from the FAR increase than the City's properties.

On December 21, 2017, Blazejack submitted its revised appraisal analysis, based on the increased F.A.R. associated with the Nov. referendum approved by the voters, attached hereto as **Attachment "A."** As the analysis reflects, the higher overall value of City's properties resulted in an **\$800,000** variance between the City properties and Developer properties ("Appraisal Variance").

### **Developer's Initial Proposal (Subsequently Withdrawn)**

On January 5, 2018, the Developer submitted a proposed Development Agreement ("DA") which, as noted more fully below, the Developer has recently withdrawn. As proposed in the DA, the City would convey to Developer Lot P80 and P84, without any current consideration or payment to City at the time of the conveyance. The City would pay the Developer \$25,000 per parking space, for the Developer to design and construct a 247 space municipal parking garage with ground floor retail. The project would be condominiumized, with the City owning the public garage portion and the Developer owning the ground floor retail. As proposed in the DA, the City would also provide, in perpetuity, 2 hour free parking at the 247 space City garage, for the benefit of the Developer's retail tenants.

On January 18, 2018, the City submitted a proposed Reimbursement and Indemnity Agreement to the Developer, to provide for the Developer to cover the City's outside counsel and other due diligence review costs

relating to the transaction (including the cost of the Blazejack appraisal, which the Developer has paid for). On January 31, 2018, the Developer executed the City's Reimbursement Agreement.

On February 13, 2018, the City provided its initial comments to the proposed DA. In the City's comments, one of the City's main concerns involved the proposed legal structure and timing for the conveyance of the City's properties, as the proposed structure created the risk that, in the event of a Developer default or bankruptcy prior to completion of the project, the City would have conveyed title to its properties without compensation. In its comments, the City also proposed an alternative to the Developer's proposal for 2 hour free parking. Free 2 hour parking will significantly reduce the revenues for the City garage, and would likely result in annual operating losses at this garage, in perpetuity, with such losses to be borne by the City.

Recently, on February 14, 2018, Developer submitted a new proposal, with significant program changes and a new proposed structure and financial terms.

#### **Revised Project Summary / Term Sheet**

On February 16, 2018, the Developer submitted a new proposed term sheet outlining the revised deal structure, a copy of which is attached as **Attachment "B"** ("Term Sheet").

The Developer's proposed project is as follows:

- The project between **Abbott and Byron** consists of 2 separate structures, consisting of 126,869 SF of retail in four stories, and a parking garage with a total of 471 parking spaces, as follows:
  - o 371 of the parking spaces to be municipal parking spaces in a separate parking structure, on parcels owned by the City (the "Town Center Garage");
  - o 100 of the parking spaces are for the sole use of the retail tenants as part of Developer's retail building.
  - o Approximately 3,200 sq. ft. for ground floor retail (to be owned by the City);
  - o Developer and the City to share an entrance to the Town Center Garage, and provide developer with dumpsters and loading dock spaces; Developer to be responsible for proportionate share of common area/easement area expenses.
- The project between **Abbott and Harding** consists of existing office buildings at 42,456 SF; a new 134-unit residential building with 42,538 SF of ground floor retail uses; and a separate 275 space parking garage that will serve the residential building and office tenants only.

The Developer's revised term sheet, in its most basic terms, provides:

- City to convey the P80 Lot and P84 Lot to Developer as outlined in red in Attachment "B"; , and Developer to convey to City the parcels outlined in blue in Attachment "B";
- City to receive upfront payment of \$800,000 at the time of conveyance (representing the appraisal variance between the City and Developer properties);
- City to pay Developer approximately **\$12,514,000** to design and construct the 371 space Town Center Garage, consisting of a construction cost cap of \$33,730, net of the following credits to the City:
  - o Contribution of \$387,000 for 3225 sq. ft. retail space (at \$120 per sq. ft.);
  - o Contribution of \$439,200 for garage/loading dock easement rights (at \$120 per sq. ft.);
  - o Contribution of \$700,000 for the 2 hour free parking validation for retail tenants.
  - o [Note: when factoring in the upfront payment to the City of \$800,000 to the above contributions, the

Developer's total contribution is \$2,326,200, representing \$6,270 per public parking space.]

- Developer proposes that City waive concurrency fees for the retail spaces on Developer's property (estimated at approximately \$733,000).
- Customers of Developer's retail tenants in the adjacent building between Abbott & Byron (and not office tenants, retail or residential tenants in the building between Abbott & Harding), to receive two hour free parking through a validation system;
- The portion of the project consisting of the City's Town Center Garage would include one shared entrance, for use by City customers and the users of the 100 parking spaces in the Developer's adjacent building. Developer and City to execute an Easement Agreement, to provide Developer with garage access, along with 5 loading spaces and 2 trash compactor spaces;
- City to operate the Town Center Garage; Easement Agreement to provide for Developer to pay its proportionate share of CAM costs.

## **ANALYSIS:**

### **1. Increased Size of the Project.**

The initial proposal contemplated a 247 space parking garage. The new proposal increases the size of the garage to 371 parking spaces.

As a general matter, adding parking garage inventory in North Beach (whether it's a 247 space garage, as previously proposed, or a larger garage) may potentially align well with the City's policy goals, if funding can be identified and prioritized over other competing policy goals of the City Commission.

There is a possibility that a 371 space garage may ultimately be underutilized, in view of the current parking rate policy in North Beach. Currently, the City does not charge for parking after 6:00 p.m. in any on-street parking or parking lot in North Beach (as the rationale for the policy was to facilitate parking for residents in the evenings).

Unless there is a change in policy with respect to the City's parking charges after 6:00 p.m. in North Beach, the availability of free parking after 6:00 p.m. is a factor that may weigh against a 371 space parking garage and in favor of a smaller garage, as customers may elect to use free parking spaces instead of the Town Center Garage. Further, as discussed more fully below, the potential for reduced revenues at this facility, and the likelihood of annual operating losses, is compounded when considering the proposed 2 hour free parking for retail tenants, discussed further below.

In the new proposal, the Developer proposes that, with the exception of a 3,200 sq. ft. ground floor retail component, the entire project and available height be used for the 371 parking spaces.

Finally, as the City Commission previously indicated an interest in exploring workforce housing options for parking projects in North Beach, the Administration requests direction or confirmation as to the proposed program scope for the project (i.e., to exclude any workforce housing as part of the project).

### **2. The \$12,514,000 Funding Appropriation Required for the Project.**

The increased size of the project will significantly increase the required City funding for design and construction of the Town Center Garage. In the prior iterations of the transaction, 247 parking spaces, at \$25,000 per space, the City would pay the Developer approximately \$6,175,000 for design and construction costs of the Town Center Garage.

With the new proposal, for 371 spaces at approximately \$33,730 per space, the City Commission would need to



identify approximately **\$12,514,000** to fund the Town Center Garage. As there is currently no capital budget appropriation for this project, a funding plan will need to be identified and in place prior to executing a Development Agreement.

Based on the reduced parking demand the Parking System has experienced in the last several years, and the City Commission's prior decisions to utilize a portion of the Parking System surplus fund balances for contributions to the General Fund and transportation (after satisfying all Parking Revenue Bond covenant requirements), the identification of full funding for this Project may prove challenging and may require reprioritizing previously appropriated capital projects, depleting Parking System surplus fund balances, and reducing (or eliminating) planned contributions to the General Fund or transportation. As of September 30, 2017, the preliminary Parking System fund balance is \$28,238,170 (of which \$9,068,000 is committed in FY 2017/18 for the General Fund and transportation, \$11,361,541 was appropriated for Parking capital projects, and \$861,000 was appropriated for the Parking FY 2017/18 operating budget; leaving an available balance of \$6,947,629). Use of the \$6.9 million available balance would leave no funding for the General Fund or Transportation in FY 2018/19 and no funding for future Parking capital needs.

In addition, as of September 30, 2017, the estimated available balance in North Beach Parking Impact Fees is \$2,837,053, of which \$300,000 were appropriated for 72<sup>nd</sup> Street Parking Garage design, leaving a balance of \$2,837,053 available for appropriation.

Funding for this garage will likely require release of funds from some other previously appropriated Parking capital project.

### **3. Two (2) Hour Free Parking for Retail Tenants.**

The new Term Sheet proposes that the Developer would pay the City \$700,000 for 2 hour free parking validations for its adjacent retail tenants (in the building between Abbott & Byron), in perpetuity, with the payment to be received as a credit against amounts otherwise due to the Developer for design/construction of the Town Center Garage.

The Developer submits that the free parking provision is critical for the Developer to secure retail tenants. A similar "free parking" model was undertaken once before at the 5<sup>th</sup> and Alton Parking Garage ("Alton Garage").

- The Alton Garage is the only parking garage with 2 hour free parking and has had challenges with operating losses since inception. Calendar year 2017 operated at a loss and both Fiscal Year 2017/18 and Calendar Year 2018 are projected to have operating losses as well.

Importantly, as part of the Alton Garage transaction, in exchange for the 2 hour free parking for that project, the developer for that project agreed to an annual contribution of \$313,500, subject to a 2.5% increase each year for inflation (hence the \$394,738 retail contribution for FY16/17, as noted in the Income Statement).

In FY 16/17, the Alton Garage generated an operating loss of \$166,000, even after taking into account the annual Developer retail contribution in the amount of \$394,738 (which is not proposed for the Town Center Garage project) and valet rental payments of \$376,220 (which the Administration believes would be unlikely to be realized at the Town Center Garage for some time).

Without the annual Developer contribution and the valet revenues, the annual operating loss at the Alton Garage in FY16/17 would have been **\$936,000**. Further, the FY16/17 operating losses at the Alton Garage were mitigated by the \$389,000 in parking revenues from transient users. As the Alton Garage is located in a more densely developed area of the City, and in a highly prominent location at a main entrance to the City, the Administration believes that transient rental revenues at the Alton Garage could be higher than would be realistically achieved at the Town Center Garage (particularly given the current parking rate policy in North Beach after 6:00 p.m.).

If a free parking option is included at the Town Center Garage, the City should realistically expect significant annual operating losses at the Town Center Garage, especially if there is no annual contribution from the Developer, similar to the annual contribution at the Alton Garage.

#### Developer's Offer of One-Time Credit of \$700,000 for Free Parking in Perpetuity

The Developer has proposed a one-time \$700,000 payment to the City for the 2 hour free parking rights for Developer's retail tenants, in perpetuity. This proposal is considerably lower than the contribution the City receives for 2 hour free parking at the Alton Garage. By way of comparison, since 2010, the City has received over \$2.4 million for the free parking component at the Alton Garage (and will continue to receive in excess of \$400,000 per year going forward).

In addition, the Developer's proposed \$700,000 would be applied as a credit against the City's construction/capital costs, as opposed to a payment to offset annual operating impacts.

If the City Commission desires to provide 2 hour free parking for retail tenants of the Developer's project, the City and Developer should discuss further options with respect to compensation to the City.

The Administration would much prefer, and recommends, a model similar to that utilized for the Sunset Harbour Garage, as discussed further below. The Sunset Harbour Garage is a successful public/private project that has allowed for significant retail and restaurant activation in the Sunset Harbour area, and has served the neighborhood's general parking needs, without having to provide any free parking whatsoever to retail tenants. The FY16/17 net income for the Sunset Harbour Garage is \$383,148, all of which is used to further support the City's Parking System, and a portion of which is used to support the General Fund and transportation.

Based on the concern for annual operating losses at the Town Center Garage, the Administration's recommendation is that a free parking component at the Town Center Garage **not** be included as part of the transaction. Instead, the recommendation is to provide for public parking at the standard (below market) parking garage rates of \$1 per hour. The City's current rates are well below market, and are more than sufficient to support retail and restaurant development.

#### **4 . City Commission's Policy in Favor of Design Criteria For Future Conversion of Public Parking Garages for Other Uses (i.e., Workforce Housing).**

The Developer has agreed, as part of its proposed pricing to the City for the design and construction of the Town Center Garage, to incorporate the City's design criteria to permit new parking garage structures to be converted to other uses if parking demand declines in the future. However, if the City Commission grants rights to 2 hour free parking validation in perpetuity, the City and the Developer will need to develop a structure that would release the City of the perpetual free parking covenant (i.e., in an amount proportionate to the underutilization of the Town Center Garage, if any), to permit the City to convert parking floors for other uses such as workforce housing, if demand for parking continues to decline in the future. The Developer has indicated it is open to discussing potential options further.

#### **5. Developer's Request for Waiver of Concurrency Fees for its Retail Spaces.**

The Developer has requested that the City Commission waive concurrency fees for the retail space on Developer's property, which for this project will approximately \$733,000 (roughly equal to the Developer's proposed one-time \$700,000 payment to the City for 2 hour free parking in perpetuity). The proposed waiver requires a Comprehensive Plan amendment; 30 day agency comment period; and an amendment to the City's Land Development Regulations. To date, the City Commission has only waived concurrency fees for sidewalk cafés, which are considered a temporary use as sidewalk cafes are approved through revocable permits. The City **has not** waived concurrency fees for any "brick and mortar" project.

#### **6. Loading Area Layout**

Based on the Planning Department's initial review, the Developer's proposed loading area, with all vehicles backing in/out from Byron Avenue, is in contravention of City Code requirements and may prove problematic. The Administration will need to work with the Developer to determine an acceptable approach which may result in changes to the square footage and the associated Developer contribution, etc.

#### **7. Pending Legislative Changes Required for the Developer's Project**

The proposed project will require a number of legislative changes, including as follows:

- Comp Plan amendment and LDR amendment to implement the F.A.R. increase to 3.5;
- Comp Plan amendment and LDR amendment to rezone GU properties;
- Comp Plan amendment and rezoning, if Developer requires rezoning of the Developer's properties to TC-1 (Developer to specify if Developer is proposing any new uses or height increases);
- Ordinance to increase the height for the City parking garage to 75 feet; and
- Comp Plan amendment and LDR amendment to waive concurrency.

In addition to the foregoing, as the transaction involves a sale of City-owned property, pursuant to Section 1.03(b)(4) of the City Charter, and Section 82-37 of the City Code, the transaction will require approval by a 4/7ths vote of the Planning Board, and a 6/7ths vote of the City Commission. The Development Agreement will require approval of the City Commission following two readings/public hearings.

#### **8. Parking System Bond Covenants**

Once the financial terms are finalized, the City will request its Parking System rate consultant (the Walker Consultants) provide an opinion, as required pursuant to the City's Parking Master Bond Resolution, that the proposed disposition will not have a material adverse effect on the Net Revenues of the Parking System.

#### **CONCLUSION:**

Direction from the Finance Committee and the City Commission on the foregoing items is requested, to assist the parties in finalizing terms.

#### **ATTACHMENTS:**

Description	Type
□ Attachment A- Blazejack Appraisal Summary	Memo
□ Attachment B - Developer's February 16, 2018 Term Sheet	Memo

**BLAZEJACK & COMPANY**  
REAL ESTATE COUNSELORS

December 21, 2017

Mark Milisits, RPA  
Asset Manager  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

RE: North Beach Town Center – Post Election Value Update

Dear Mark:

The purpose of this correspondence is to report my conclusions regarding the values of the three parcels and the retail reservation in Parcel 3 in light of the electorates' decision to permit higher density at the North Beach Town Center locations. A second purpose is to incorporate and respond to ideas and perspectives provided in our meetings and in written comments.

Our conclusions are summarized as follows:

North Beach Town Center - Summary of Post Election Value Estimates							
Parcel		1	2	Subtotal		3	Difference
	Concluded Values:	\$4,200,000	\$5,800,000	\$10,000,000		\$9,200,000	\$800,000
	Per SF:	\$332.67	\$309.33			\$301.64	
	Per SF of FAR:	\$95.05	\$88.38			\$86.18	
	Plus Retail Development Reservation on Parcel 3 (does not include parking spaces)						\$1,680,000
	Total						\$2,480,000

The scope of my follow up work included:

- Review and expanded investigation to gain a better understanding of the new sale at 7128 Indian Creek Drive and the "Post Office Assemblage". A description of the new sale is attached. Mr. Graziano's report includes an excellent description of the Post Office Assemblage.
- I reanalyzed the subject properties in relation to the new data, adjusting for market conditions (the election result), location (corner proportion), size, and zoning (permitted land uses) to test the value indications formed earlier. The value estimates for Parcel 1 and 2 were reaffirmed by this analysis. Parcel 3 has the most benefit from the increased FAR provision. Permitted development there is doubled though, as planners point out, still constrained by a 4 story height limitation and setback provisions. Still, since we would expect most of the upper floor FAR area to be residential, the zoning difference is reduced. Hence, the value estimate for Parcel 3 is increased from our original appraisal, but not from our most recent analysis.
- The value of the retail component in Parcel 3 was reexamined. This time, rather than considering the interest to be a condominium with exclusive control of 70 parking spaces, the interest appraised is a reservation of 14,000 SF of commercial area on the ground floor that is proximate to adequate parking, but without any particular control of specific parking spaces. It was concluded that this is best reflected by the Price per FAR Foot a typical investor/user would expect to pay for the ground floor location at Parcel 3. We considered the FAR acquisition price paid by the developer for the assemblage that includes the property, the price paid in the recent Indian Creek sale and the prices

paid in the sales analyzed in the appraisal submitted earlier this year (No. 201722). The FAR analysis is summarized as follows:

Retail Reservation - Without Parking:				Essentially, price per FAR foot for ground floor facing Abbott					
				\$/SF Max FAR					
New Sale				\$ 174.46		\$ 2,442,462			
Assemblage									
	When purchased			\$ 124.66		\$ 1,745,235			
	Today @ 3.5 FAR			\$ 76.28	(lower limit of value - includes equity contributed by voters)				\$ 1,067,976.91
Post Office Assemblage				\$ 128.10					
Range in Sales in Original Appraisal									
Parcels 1 & 2									
	Low			\$ 105.67					\$ 1,479,380.00
	High			\$ 254.44					\$ 3,562,160.00
	Used - Parcel 1			\$ 170.00	(prior to election - 2.25 FAR density)				\$ 2,380,000.00
	Used - Parcel 2			\$ 140.00	(prior to election - 2.25 FAR density)				\$ 1,960,000.00
Parcel 3									
	Low			\$ 70.09					\$ 981,260.00
	High			\$ 166.67					\$ 2,333,380.00
	Used - Parcel 3			\$ 92.50	(prior to election - 1.25 FAR density)				\$ 1,295,000.00
Concluded				\$ 120.00					\$ 1,680,000.00

The concluded price per FAR foot of \$120 is slightly lower than the overall price per square foot paid in the developer's assemblage because it is at the south end of the development in the TC-3 zone which limits uses relative to TC-1.

The total differential for the land remains \$800,000 and the total for the retail reservation in Parcel 3 is \$1,680,000 for a total of \$2,480,000.

The Certification and Assumptions and Limiting Conditions presented in our earlier report on the property (Our number 201722) are incorporated into this document in their entirety by reference.

I think this analysis addresses most of the concerns raised in prior meetings and correspondence. Please let me know if you have feedback or if I can provide anything else.

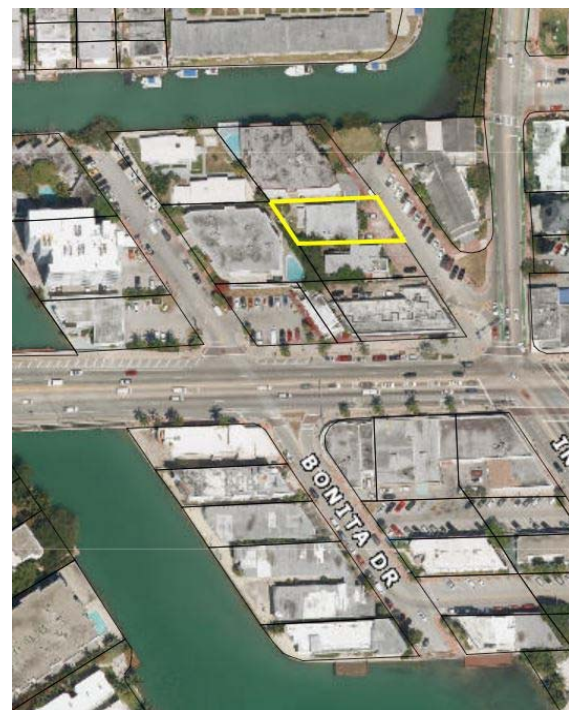
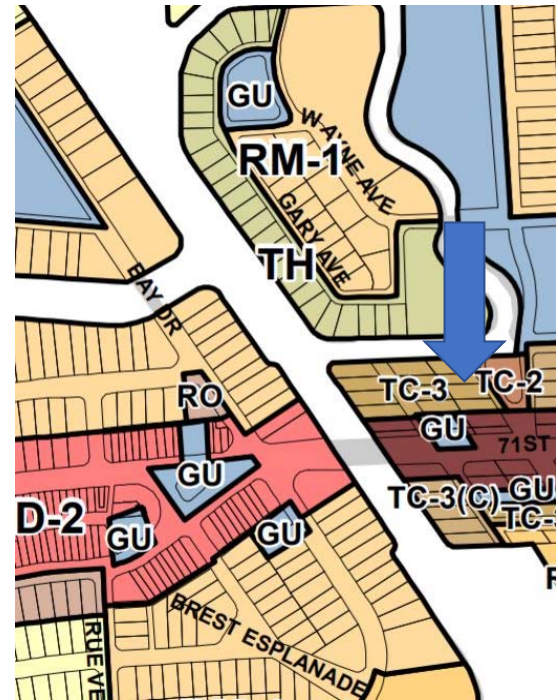
Sincerely,

*Thomas J. Blazejack*

Thomas J. Blazejack, MAI, AI-GRS, CCIM  
State Cert. Gen. R.E.A. RZ1015  
Blazejack & Company  
305-608-9448

7128 Indian Creek

Folio	02-3211-002-0130
Grantor	The Schmaltz Group, LLC
Grantee	IC Property Capital Corp.
Date of Sale	4/27/2017
Recording	30519-3291
Price	\$ 1,417,500
Parcel Size	6500 SF 50' X 130'
Zoning	TC-3 - Town Center Transition Zone
Maximum FAR	1.25
Maximum Development	8125
Price per Square Foot	\$ 218.08
Price per SF Max FAR	\$ 174.46
Comments	Property Improved with an eight-unit apt. building Buyer plans boutique hotel - 16 keys



## **Term Sheet - 71<sup>st</sup> Street Town Center Development**

### **A. The Project**

1. The City currently owns the five parcels outlined in red on Exhibit "A" which contain 83 surface parking spaces.
2. North Beach Town Center Development, LLC ("Developer") owns the parcels outlined in yellow on Exhibit "A."
3. The project between Abbott and Byron consists of two separate structures, consisting of 126,869 SF of retail in four stories and a 471-space parking garage. 371 of the parking spaces are metered public parking spaces in a separate City-owned parking structure and 100 of the parking spaces are for the sole use of the ground floor retail tenant on the Developer's property, which is projected to be a  $\pm 25,000$  SF grocery store. The project between Abbott and Harding consists of existing office buildings at 42,456 SF, and new a 134-unit residential building with 42,538 SF of ground floor retail uses and a 275-space parking garage that will serve the residential building and office tenants.
4. City to convey its five parcels to Developer and Developer to convey its parcels outlined in blue on Exhibit "A" to the City for use as a parking garage with up to 371 spaces.
5. The number of public parking spaces has increased from an initial number of approximately 250 up to 371 because the community and City have consistently wanted more parking in the North Beach Town Center. By providing more parking in this location, the City can potentially reduce the size of the planned parking garage on 72 Street and/or utilize the 72 Street property as a multi-modal facility.

### **B. Terms**

1. The Developer will contribute \$2,326,200 towards the Project, which will be realized as a subsidy/contribution towards the construction cost of the 371-space City-owned parking garage (see #2 below). The four components of the Developer's total contribution of \$2,326,200 are:
  - a. Based on the agreed upon appraisals of the properties the City-owned properties are appraised at a higher value by an amount of \$800,000.
  - b. Developer to build a 3,225 SF retail/restaurant space on the ground floor of the City-owned property and the City will own the retail/restaurant space. Developer will cover the cost of the ground floor retail/restaurant space, which at the agreed upon appraised value of \$120/SF equals \$387,000.
  - c. There will be five loading spaces and two trash compactor spaces on the City-owned property that are required by zoning regulations for use by the Developer retail tenants. The loading and trash area is 3,660 SF, which valued at \$120/SF is \$439,200.
  - d. Customers of the Developer's retail tenants will get two hours of free parking in the City-owned parking garage through a validation system. The Developer will provide 100 parking spaces at its own expense for the tenant on the first floor. The general public does not get two hours of free parking in the City-owned parking garage. Estimated value of the two-hour free parking is \$700,000.
2. Developer will build the 371-space City-owned parking garage. The City will pay for the construction of the parking garage with a per-space construction cost cap of \$33,730. The

Developer's contribution of \$2,326,200 equals a \$6,270 per space subsidy towards the cost of constructing the 390-space City-owned parking garage.

3. The City will fund its portion of the design/construction costs. The City will reimburse Developer per a schedule based on draws (as typical with construction projects). The City's budget is defined as \$33,730 per space.
4. The City will operate the parking garage. Developer to have validation system for customers of retail tenants on Developer's property for two-hour free parking. Developer to pay its proportionate share of CAM costs of the City-owned parking garage through a Reciprocal Easement Agreement (REA).
5. The REA will allow for (i) cost allocation, (ii) cross access for grocery store-related vehicles to utilize parking garage ramp and second floor drive aisles of City-owned garage in order to access the 100-space parking garage on the Developer's property, (iii) cross access for Developer's retail tenants to utilize the loading spaces and trash compactors located in the City-owned parking garage, among other things.
6. The City-owned parking garage will be designed in a way that the garage can be converted to other uses if parking demand declines in the future.
7. Upon the closing and exchange of properties between the City and Developer, Developer would pay the City \$800,000 for the difference in the appraised value of the land and also post a performance and payment bond to assure the completion of the construction. As the construction of the City-owned parking garage is completed the money would be reimbursed and the bond would be released.
8. City to waive concurrency fees for the retail space on the Developer's property.
9. Prior to the completion of the Project, any transfer of the property by the Developer (except a transfer to a related company) shall require approval by the City Commission.



Exhibit A



**North Beach Town Center - LAND SWAP AND RETAIL CONDO VALUES**

**Blazejack Analysis 12/21/17**

Parcel	1	2	Subtotal	3	Difference
Concluded Values:	\$4,200,000	\$5,800,000	\$10,000,000	\$9,200,000	\$800,000
Per SF:	\$332.67	\$309.33		\$301.64	
Per SF of FAR:	\$95.05	\$88.38		\$86.18	
Plus Retail Condo on Parcel 3				<u>\$1,680,000</u>	
Total				\$2,480,000	

Parcel 3 Retail - Price/FAR Ft		
Retail Sqft	Per SF	Total
14,000	\$120.00	\$1,680,000

**NBTC Response 2/1/18**

Parcel	1	2	Subtotal	3	Difference
Concluded Values:	\$4,200,000	\$5,800,000	\$10,000,000	\$9,200,000	\$800,000
Per SF:	\$332.67	\$309.33		\$301.64	
Per SF of FAR:	\$95.05	\$88.38		\$86.18	
Plus Retail Condo on Parcel 3 (reduced footprint)			3,225	\$387,000	
Plus Easement over Loading area on First Floor (sf)			3,660	\$439,200	
Plus Developer Contribution for 2 Hour Parking				<u>\$700,000</u>	
Total				\$2,326,200	

Parcel 3 Retail - Price/FAR Ft		
Retail Sqft	Per SF	Total
3,225	\$120.00	\$387,000

**Parking Space Evaluation**

City Parking Garage	Developer Building	
FLOOR 1	22	
FLOOR 2	35	100
FLOOR 3	48	
FLOOR 4	49	
FLOOR 5	51	
FLOOR 6	55	
FLOOR 7	55	
FLOOR 8	56	
	371	100
<b>TOTAL PARKING</b>		<b>471</b>

Total Parking Cost	40,000
Developer Contribution per above	\$2,326,200
Parking Cap per Stall	\$33,729.92

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING SUSTAINABLE FUNDING SOURCES FOR  
EDUCATIONAL ENHANCEMENTS IN MIAMI BEACH PUBLIC SCHOOLS**

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**ANALYSIS:**

Discussion at Committee.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE FEES CHARGED TO DEVELOPERS TO  
APPEAR BEFORE THE CITY'S LAND USE BOARDS**

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**ANALYSIS:**

Discussion at Committee.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **UPDATE ON ENERGОВ PERMITTING SYSTEM**

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**ANALYSIS:**

Discussion at Committee.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING G.O. BOND**

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**ANALYSIS:**

Discussion at Committee.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION OF BUS SHELTER DESIGN CONCEPTS**

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### **HISTORY:**

At the December 9, 2015 City Commission meeting, the Commission discussed the need to improve the existing bus shelter design and the desire for bus shelters to include enhancements that could help promote transit. The new bus shelter design is intended to be of an iconic nature and incorporate features enhancing the transit experience of passengers, including innovative designs and technology, as well as to enable for installation of bus shelters at more bus stops with high transit ridership.

Given the City Commission's desire for an iconic bus shelter design, the Commission directed the Administration to procure design services first, and once a design was approved, to subsequently pursue the construction, operation, and maintenance of the new bus shelters via a separate competitive solicitation process.

At the March 9, 2016 City Commission meeting, the Commission adopted Resolution No. 2016-29325, accepting the recommendation of the Finance and Citywide Projects Committee (FCWPC) to issue a Request for Proposals for the design of new bus shelters; and authorizing the City Manager to extend the existing agreement between the City and Clear Channel on a month-to-month basis after expiration on October 31, 2016, as needed, such that the Clear Channel contract would remain in place until a new bus shelter contract is executed.

On April 13, 2016, the City Commission approved to issue Request For Qualifications (RFQ) No. 2016-116-KB for Architectural and Engineering Design Criteria Professional Services for New Bus Shelters. The evaluation process resulted in the ranking of ACAI Associates, Inc., as the top ranked proposer. The ACAI Associates team includes the premier design firm of Pininfarina.

A contract for design services was executed on July 19, 2017, and the design effort commenced on October 4, 2017. The design phase includes development of 100% final engineering plans, specifications, and construction cost estimates and is anticipated to be completed by end of September 2018.

Four (4) shelter design types are being developed by the ACAI/Pininfarina team: 1) enhanced shelter (robust shelter for installation at major transfer points with high number of users); 2) standard shelter; 3) minimal shelter (for installation at locations with limited right-of-way width, low ridership, or adjacent to single family residential areas); and 4) temporary shelter (low-cost installation for temporary use at locations affected by construction).

At its December 15, 2017 meeting, the FCWPC discussed an item entitled "Bus Shelter Design Concepts" and reviewed (4) preliminary design concepts for each of the bus shelter types submitted by the design team as part of a pre-design report, excluding the temporary shelter. The Committee passed a motion recommending that two (2) of the four (4) design concepts (specifically Concept # 3 and Concept # 4) be advanced for further design development, including cost estimation.

At its January 17, 2018 meeting, the City Commission adopted Resolution No. 2018-30152, accepting the recommendation of the FCWPC and approving Concepts # 3 and 4 for further design development and cost estimation.

## **ANALYSIS:**

Pursuant to the direction from the City Commission, the Transportation Department staff worked with the design team on developing cost estimates to be presented to the FCWPC for selection of a primary bus shelter design concept for further design development. Estimates provided in the table below are based on costs associated with manufacturing and installation of a standard bus shelter approximately 20' x 7' in size. The design team is also developing designs and cost estimates for the enhanced shelter (likely larger than standard size) as well as for minimal and temporary shelters (smaller than the standard size). The cost estimates assume electrical, water, and drainage systems are existing and available at the bus shelter location.

Concept	Estimated Cost of Material to Build the Shelter	Estimated Cost of Installation	Total Estimated Cost
Concept #3	\$70,184.00	\$23,045.00	\$93,229.00
Concept #4	\$78,818.00	\$22,590.00	\$101,408.00

Not included in the cost estimate are the costs associated with:

- Dedicated power to the shelter
- Modification to the surrounding sidewalk, if needed, to comply with ADA requirements
- Passenger security systems and cameras
- Estimated time of arrival electronic signs and ADA-compliant annunciators
- Wi-Fi
- Any other smart technology/component not included above

While the costs of the above elements are not included in the cost estimates at this time due to the preliminary stage of the design concepts, it is anticipated that these costs would be the same for both shelter concepts.

Similar to the City's current bus shelter contract provisions, and pursuant to Commission direction, the City will subsequently procure a new contractor to fabricate, install, operate, and maintain the new bus shelters at no cost to the City.

Attachment A depicts bus shelter design concepts three (3) and four (4) for which cost estimates were developed by the design team. Attachment B depicts detailed manufacturing and installation cost estimates associated with both shelter concepts, excluding any technology amenities at this time.

## **CONCLUSION:**

In order to meet project milestones including approvals from the Design Review Board (DRB) and Historic Preservation Board (HPB), the Administration recommends that a primary concept be selected for further design development by the ACAI/Pininfarina design team.

## **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Attachment A	Memo
<input type="checkbox"/> Attachment B	Memo





ShapeShell



ShapeShell™

Fiberglass



OSSO Concrete Design



Alula Stool



Radius

ESCOFET



Push  
Page 184 of 365



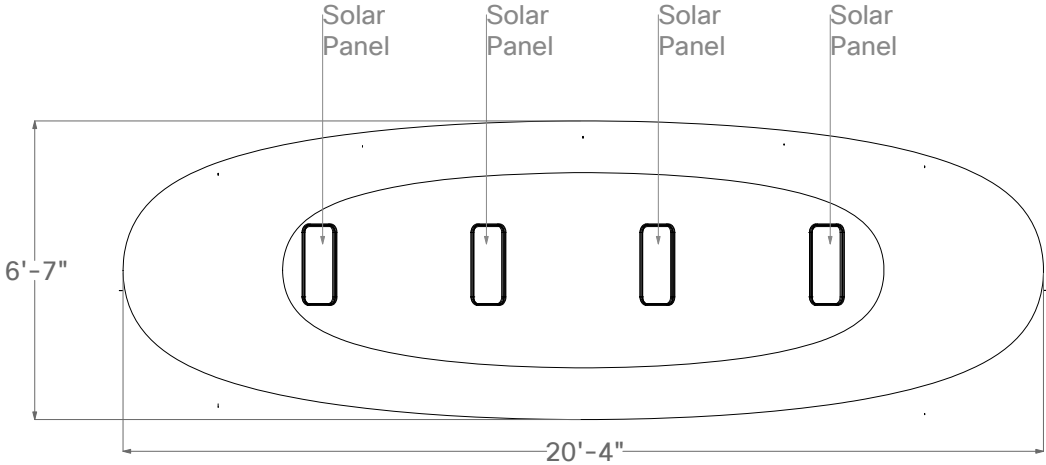
Soc

- 1 REAR GLASS** - 3/8" thick, clear tempered glass with mylar film laminated between sheets to block UV rays.
- 2 PANELS + VERTICAL SUPPORTS** - Aluminum  
Color TBD Powder-coated
- 3 ROOF**  
Fiberglass. Bottom cover in wood. Stip light integrated
- 4 SEATING**  
See sample image (OSSO - ESCOFET)

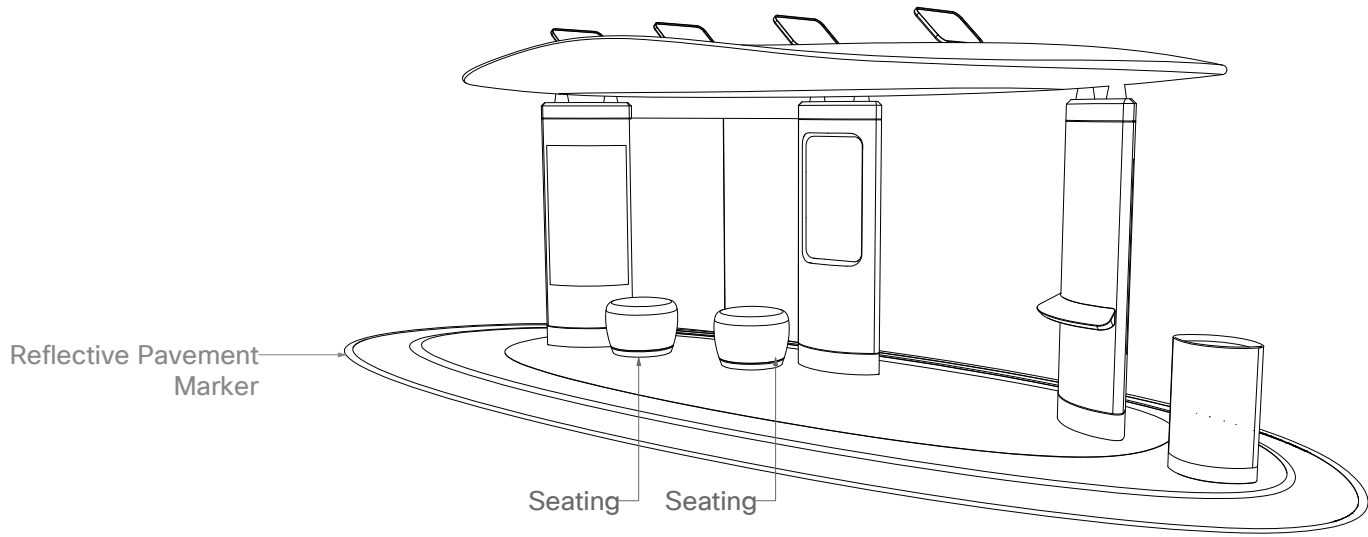
- 5 LIGHTING**  
White LED Strip Lights
- 6 USB / WIRELESS CHARGER:**  
Marine-rated
- 7 SOLAR PANELS**
- 8 LCD / LED DISPLAY**
- 9 REFLECTIVE PAVEMENT MARKER**  
3M Road Safety  
3M Floors and Sidewalks

SEE PAGE 2 FOR DETAILING AND DIMENSIONS

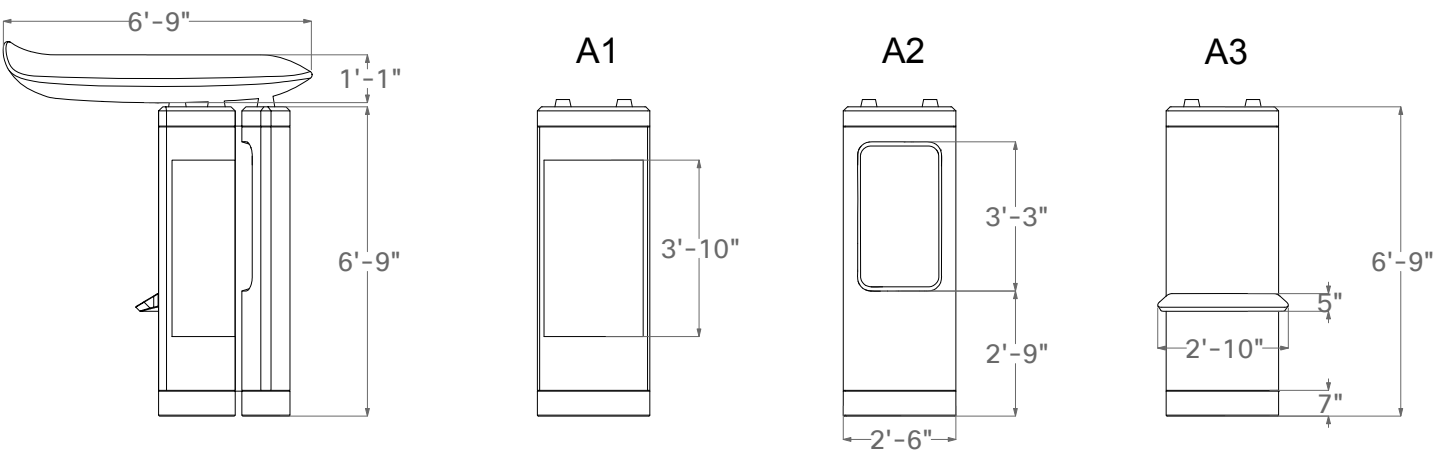
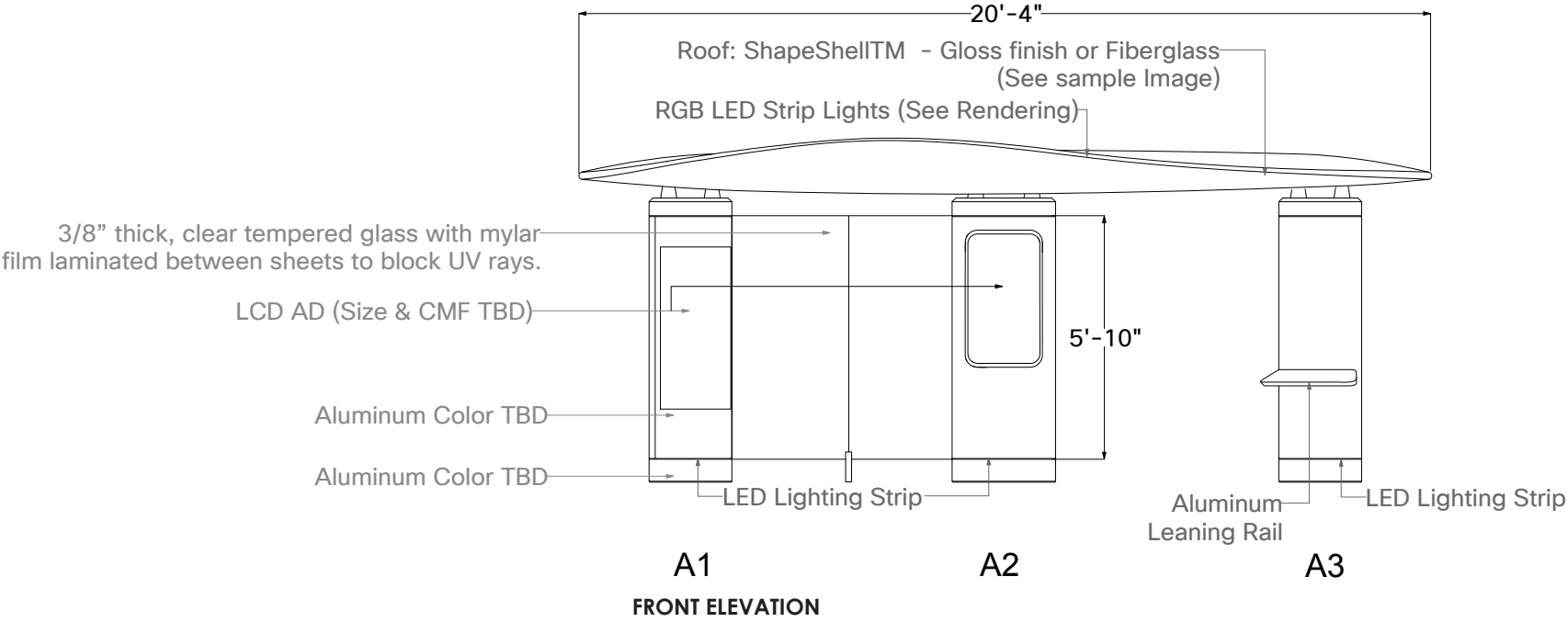
CONCEPT 3 -DIMENSION & DETAILS



PLAN VIEW



PERSPECTIVE VIEW



ELEVATION

POST SUPPORT FRONT ELEVATION

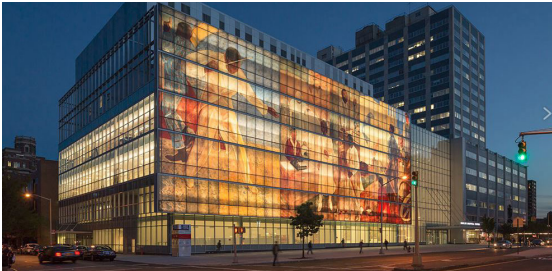
SCHEMATIC DESIGN  
NOT FOR CONSTRUCTION



CONCEPT 4



GGI



[Alice™ digital printing.](#)

OSSO Concrete Design



[Alula Stool](#)



[Radius](#)

ESCOFET



[Push](#)  
Page 186 of 365



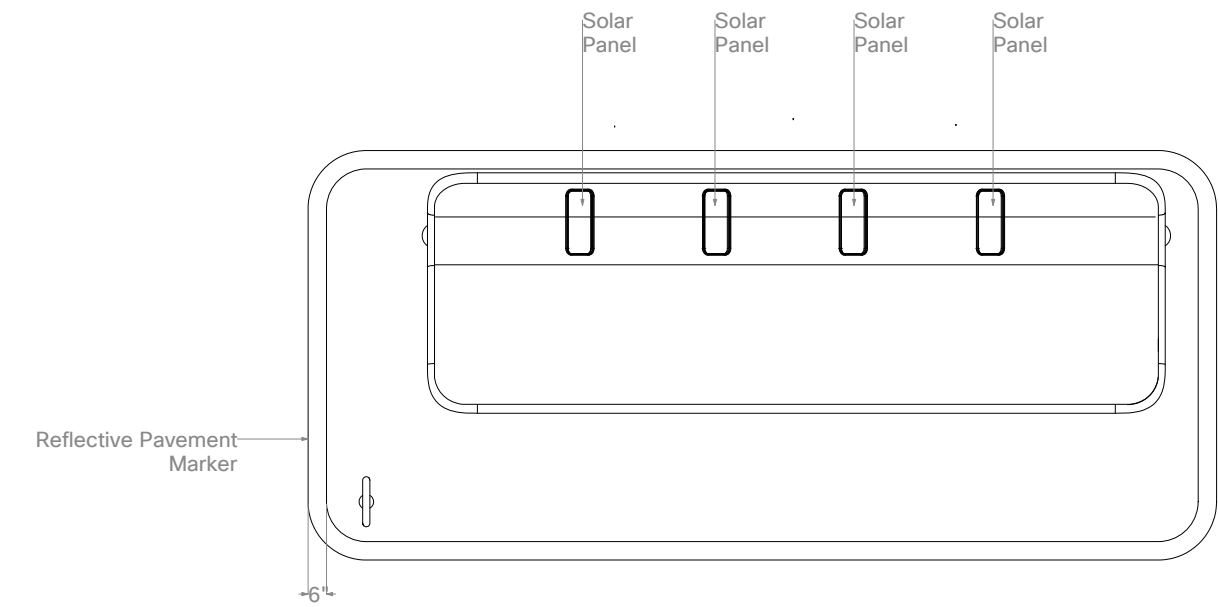
[Soc](#)

- 1 REAR GLASS** - 3/8" thick, clear tempered glass with mylar film laminated between sheets to block UV rays.
- 2 POSTS + VERTICAL SUPPORTS** - Aluminum cast / White Powder-coated strip aluminum frame
- 3 ROOF**  
GGI - Alice Digital Printing (Ceramic frit is fused into the glass) - See Sample Image - Backlit to enhance coloration.
- 4 SEATING**  
See sample image (OSSO - ESCOFET)

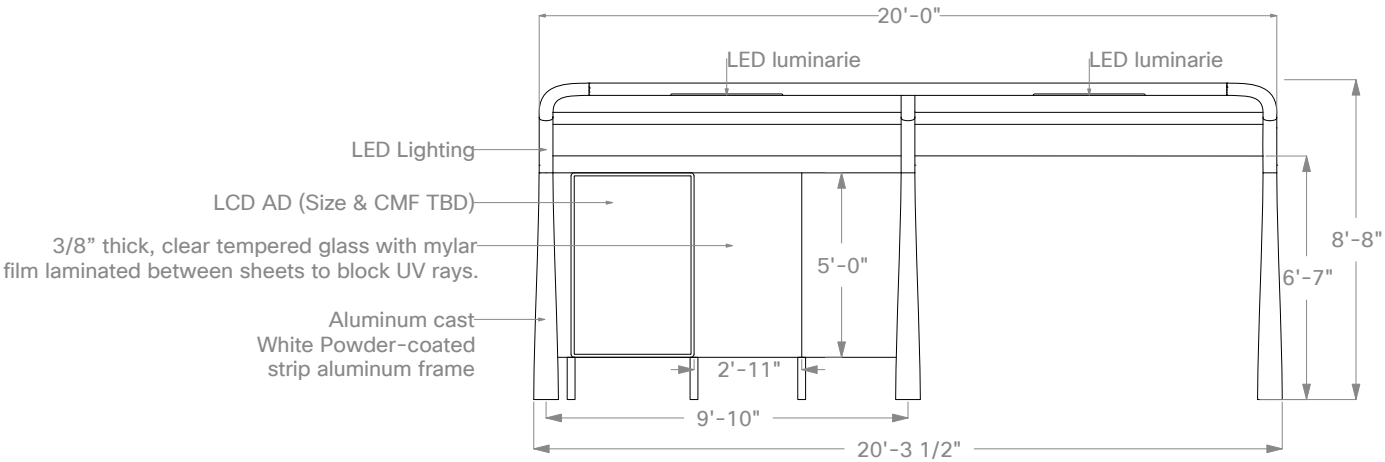
SEE PAGE 4 FOR DETAILING AND DIMENSIONS

- 5 LIGHTING**  
LED luminaries
- 6 SOLAR PANELS**
- 7 LCD / LED DISPLAY**
- 8 REFLECTIVE PAVEMENT MARKER**  
3M Road Safety  
3M Floors and Sidewalks

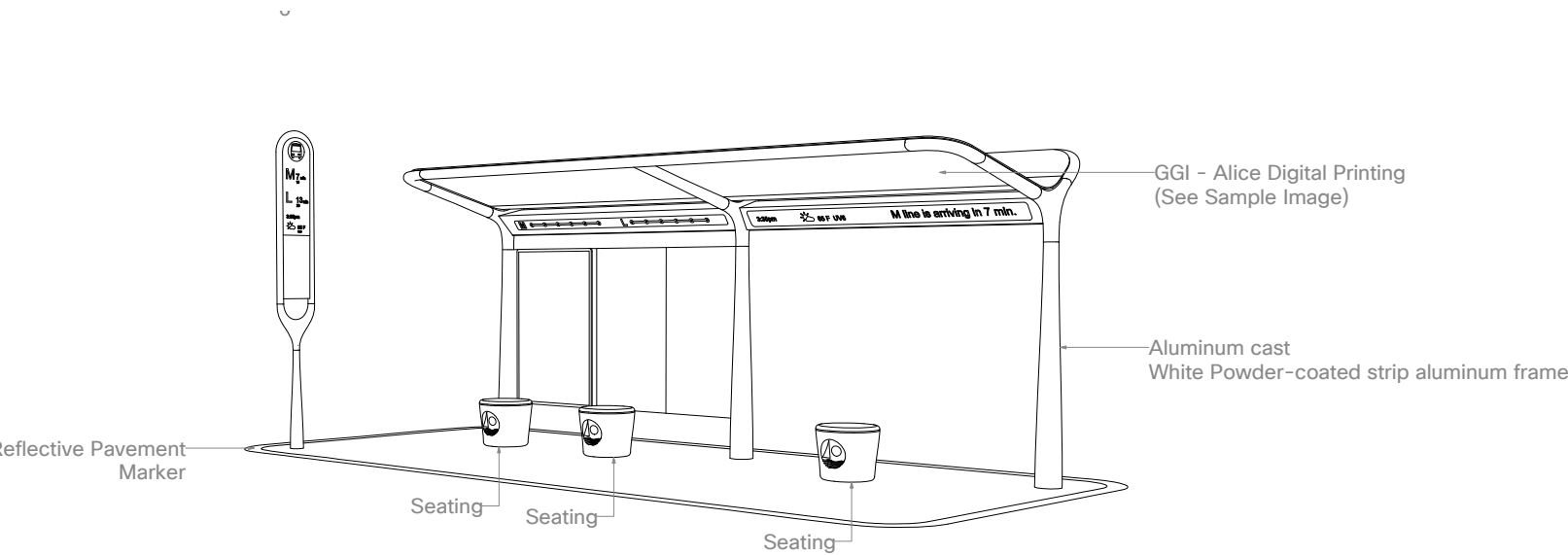
CONCEPT 4 - DIMENSION & DETAILS



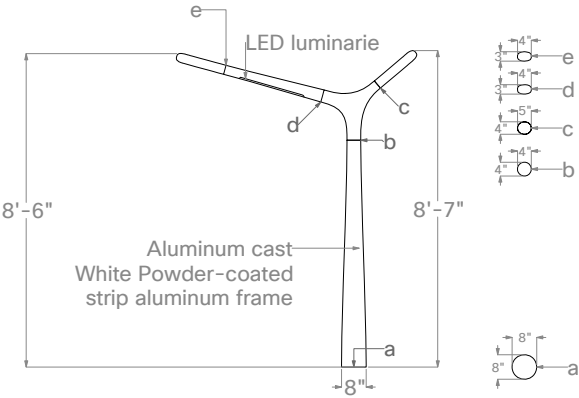
PLAN VIEW



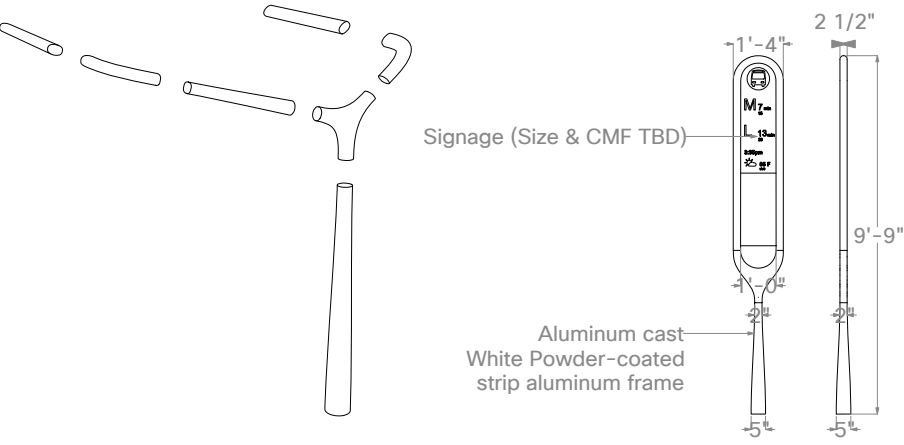
FRONT ELEVATION



PERSPECTIVE VIEW



POST SUPPORT ELEVATION

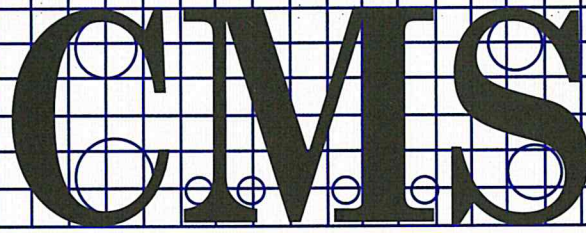


POST SUPPORT ELEVATION  
EXPLODED

SIGNAGE ELEVATION

SCHEMATIC DESIGN  
NOT FOR CONSTRUCTION





# **CONSTRUCTION MANAGEMENT SERVICES, INC.**

10 Fairway Drive • Suite 301 • Deerfield Beach, Florida 33441 • 954-481-1611 • FAX 954-427-3142

## **MIAMI BEACH BUS SHELTERS CONCEPT #3 & CONCEPT #4 MIAMI BEACH FLORIDA**

### **SCHEMATIC DESIGN SUBMITTAL COST ESTIMATE (rev 2) February 14, 2018**

**PREPARED FOR:  
ACAI Associates, Inc.**

**PREPARED BY:  
CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.  
CMS FILE # 2224 SD SUBMITTAL.**

# **QUALIFICATIONS**

<p align="center"> <b>CMS-Construction Management Services, Inc.</b>  <b>10 Fairway Drive, Suite 301</b>  <b>Deerfield Beach, FL 33441</b>  <b>954-481-1611</b>  <b>CMS FILE # 2224 SD SUBMITTAL.</b> </p>	
<p align="center"> <b>MIAMI BEACH BUS SHELTERS</b>  <b>CONCEPT #3 &amp; CONCEPT #4</b>  <b>MIAMI BEACH</b>  <b>FLORIDA</b> </p> <p align="center"> <b>SCHEMATIC DESIGN SUBMITTAL</b>  <b>COST ESTIMATE (rev 2)</b>  <b>February 14, 2018</b> </p> <p align="center"> <b>PREPARED FOR:</b>  <b>ACAI Associates, Inc.</b> </p>	
<p align="center"><b>QUALIFICATIONS</b></p>	
1	If type of Contract is "CM -AT- RISK" add approximately 10 to 15% to the cost.
2	This estimate is based on Schematic Design submittal by ACAI Associates, Inc.
3	Utility Connection and Impact Fees are assumed to be BY OWNER and are NOT INCLUDED.
4	Off-site Storage is NOT INCLUDED.
5	Night Watchman/Security Guard Services are NOT INCLUDED.
6	Testing is NOT INCLUDED.
7	Asbestos and Lead Paint Abatement/Removal is NOT INCLUDED.
8	Petroleum or contaminate abatement / removal is NOT INCLUDED.
9	Contaminated soil or water, removal or processing is NOT INCLUDED.
10	Assumed electrical, sewer, water drainage are existing & available for use on this project.
11	This estimate is based on Conceptual pricing, terms & conditions in Landscapeforms revised proposal dated February 13, 2018 (enclosed).
12	As requested General Conditions, Contractors OH&P, Bonds are not included.

# **SCHEDULE OF VALUES**



CMS-Construction Management Services, Inc.  
10 Fairway Drive, Suite 301  
Deerfield Beach, FL 33441  
954-481-1611  
CMS FILE # 2224 SD SUBMITTAL.

MIAMI BEACH BUS SHELTERS  
CONCEPT #3 & CONCEPT #4  
MIAMI BEACH  
FLORIDA

SCHEMATIC DESIGN SUBMITTAL  
COST ESTIMATE (rev 2)  
February 14, 2018

PREPARED FOR:  
ACAI Associates, Inc.

SCHEDULE OF VALUES

DIVISION	DESCRIPTION	CONCEPT #3		CONCEPT #4	
		AMOUNT	% of TOTAL	AMOUNT	% of TOTAL
01000	GENERAL CONDITIONS - SEE BREAKOUT BELOW	0	0.00%	0	0.00%
02000	SITE WORK / DEMOLITION	4,105	4.40%	4,105	4.05%
03000	CONCRETE	7,232	7.76%	6,777	6.68%
04000	MASONRY	0	0.00%	0	0.00%
05000	METALS	0	0.00%	0	0.00%
06000	WOOD AND PLASTICS	0	0.00%	0	0.00%
07000	THERMAL / MOISTURE PROTECTION	0	0.00%	0	0.00%
08000	DOORS AND WINDOWS	0	0.00%	0	0.00%
09000	FINISHES	0	0.00%	0	0.00%
10000	SPECIALTIES / SIGNAGE	0	0.00%	0	0.00%
11000	EQUIPMENT	0	0.00%	0	0.00%
12000	FURNISHINGS	70,184	75.28%	78,818	77.72%
13000	SPECIAL CONSTRUCTION	8,740	9.37%	8,740	8.62%
14000	CONVEYING SYSTEMS	0	0.00%	0	0.00%
21000	FIRE	0	0.00%	0	0.00%
22000	PLUMBING	0	0.00%	0	0.00%
23000	HVAC	0	0.00%	0	0.00%
26000	ELECTRICAL	0	0.00%	0	0.00%
27000	TECHNOLOGY	0	0.00%	0	0.00%
28000	ELECTRONIC SAFETY & SECURITY	0	0.00%	0	0.00%
31000	SITE WORK, EARTHWORK, ASPHALT PAVING, SIDE WALKS	1,401	1.50%	1,401	1.38%
32000	EXTERIOR IMPROVEMENTS	1,567	1.68%	1,567	1.55%
33000	SITE UTILITIES	0	0.00%	0	0.00%
					0.00%
	<b>SUBTOTALS: DIRECT/HARD COSTS</b>	<b>93,230</b>	<b>100.00%</b>	<b>101,409</b>	<b>100.00%</b>
	GENERAL CONDITIONS - NIC	0	0.00%	0	0.00%
	<b>SUBTOTAL</b>	<b>93,230</b>	<b>100.00%</b>	<b>101,409</b>	<b>100.00%</b>
0.00%	BUILDERS RISK & GENERAL LIABILITY - NIC	0	0.00%	0	0.00%
	<b>SUBTOTAL</b>	<b>93,230</b>	<b>100.00%</b>	<b>101,409</b>	<b>100.00%</b>
0.00%	G.C. P&P BOND - NIC	0	0.00%	0	0.00%
	<b>SUBTOTAL</b>	<b>93,230</b>	<b>100.00%</b>	<b>101,409</b>	<b>100.00%</b>
0.00%	CONTRACTORS FEE - NIC	0	0.00%	0	0.00%
	<b>SUBTOTAL</b>	<b>93,230</b>	<b>100.00%</b>	<b>101,409</b>	<b>100.00%</b>
	CONTINGENCY - NIC	0	0.00%	0	0.00%
	<b>TOTAL PROBABLE DIRECT CONSTRUCTION COST</b>	<b>93,230</b>	<b>1.00</b>	<b>101,409</b>	<b>1.00</b>

# **CONCEPT #3**

**CMS-Construction Management Services, Inc.**  
**10 Fairway Drive, Suite 301**  
**Deerfield Beach, FL 33441**  
**954-481-1611**  
**CMS FILE # 2224 SD SUBMITTAL.**

**MIAMI BEACH BUS SHELTERS**  
**CONCEPT #3 & CONCEPT #4**  
**MIAMI BEACH**  
**FLORIDA**

**SCHEMATIC DESIGN SUBMITTAL**  
**COST ESTIMATE (rev 2)**  
**February 14, 2018**

**PREPARED FOR:**  
**ACAI Associates, Inc.**

**CONCEPT #3**

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
<b>01</b>	<b>01 00 00</b>	<b>GENERAL CONDITIONS</b>	1.00	LS		<b>\$ -</b>
		GENERAL CONDITIONS	1.00	LS	NIC	NIC
<b>02</b>	<b>02 00 00</b>	<b>SITE WORK / DEMOLITION</b>				<b>\$ 4,105</b>
		MOBILIZATION	1.00	LS	\$ 1,500.00	\$ 1,500
		MOT	1.00	LS	\$ 1,500.00	\$ 1,500
		<b>EROSION CONTROL</b>				
		SF - INSTALL SILT FENCE	100.00	LF	\$ 3.13	\$ 313
		FS - FILTER SACK INLET/CATCH BASIN PROTECTION	4.00	EA	\$ 73.13	\$ 293
		<b>DEMO. MISCELLANEOUS</b>				
		SITE CLEAN UP, MISC DEMO	1.00	LS	\$ 500.00	\$ 500
<b>03</b>	<b>03 00 00</b>	<b>CONCRETE</b>				<b>\$ 7,232</b>
		<b>CAST IN PLACE CONCRETE - FOUNDATIONS &amp; SLAB ON GRADE</b>				
		<b>STRUCTURE EXCAVATION</b>				
		EXCAV. MACHINE CONT. FTGS.	18.15	CY	\$ 9.38	\$ 170
		SOG. EXC. MACHINE/HAND	9.07	CY	\$ 20.00	\$ 181
		FDN.EXC.HAND	1.81	CY	\$ 17.50	\$ 32
		<b>BACKFILL &amp; COMPACT</b>				
		FDN. BACKFILL MACHINE SPREAD FTGS.	32.67	CY	\$ 26.88	\$ 878
		FDN BACKFILL HAND	2.27	CY	\$ 26.88	\$ 61
		LIME ROCK.STABILIZATION/COMPACT/GRD S.O.G.	22.22	SY	\$ 3.60	\$ 80
		<b>SOIL POISONING, SOIL STERILIZATION</b>				
		SOIL TREATMENT S.O.G./ VAPOUR BARRIER	200.00	SF	\$ 1.88	\$ 375
		<b>FORM PILE CAPS/FOOTINGS</b>				
		PLYFORM SPREAD FTGS.	135.00	SFCA	\$ 7.40	\$ 999
		<b>FORM SLAB EDGE @ GRD.</b>				
		FORM S.O.G. EDGEFORM	60.00	SFCA	\$ 7.91	\$ 474
		<b>REINFORCING IN PLACE FOOTINGS</b>				
		CONT. FTGS./PILE CAPS #4 TO #7	0.51	TN	\$ 1,500.00	\$ 766
		<b>REINFORCING IN PLACE SLAB ON GRADE</b>				
		SOG REINF. #3 TO #7	0.52	TN	\$ 1,500.00	\$ 781
		<b>WELDED WIRE MESH</b>				
		S.O.G. WELDED WIRE FABRIC	230.00	SF	\$ 0.85	\$ 196
		<b>CONCRETE IN PLACE FOOTINGS</b>				
		SPREAD FTGS./PILE CAPS CONC. & PUMP	6.81	CY	\$ 143.75	\$ 978



CONCEPT #3						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
		CONCRETE IN PLACE SLAB ON GRADE				
		S.O.G. CONC. & PUMP	6.94	CY	\$ 143.75	\$ 998
		CONCRETE CURE				
		CHEMICAL CURE S.O.G.	200.00	SF	\$ 0.38	\$ 75
		CONCRETE FINISHING				
		S.O.G. MACHINE TROWEL, FLOAT & BROOM FINISH	200.00	SF	\$ 0.94	\$ 188
04	04 00 00	MASONRY				\$ -
05	05 00 00	METALS				\$ -
		METALS				
		MISCELLANEOUS				
		HSS 5X5X1/4"	72.00	LF		BY SUPPLIER
		HSS 7X5X5/16"	22.00	LF		BY SUPPLIER
		HSS 2X2X1/4"	48.00	LF		BY SUPPLIER
		HSS 4X2X1/8"	60.00	LF		BY SUPPLIER
		METAL DECK 1 1/2"				
		METAL DECK 1 1/2"	183.75	LF		BY SUPPLIER
06	06 00 00	WOOD & PLASTICS				\$ -
07	07 00 00	THERMAL & MOISTURE PROTECTION				\$ -
08	08 00 00	OPENINGS (DOORS & WINDOWS)				\$ -
09	09 00 00	FINISHES				\$ -
		MISC PAINTING & FINISHING ALLOWANCE	1.00	LS		BY SUPPLIER
10	10 00 00	SPECIALTIES & SIGNAGE				\$ -
11	11000	EQUIPMENT				\$ -
12	12 00 00	FURNISHINGS				\$ 70,184
		FURNISH CONCEPT#3 BUS SHELTER - AS PER PRICE, TERMS & CONDITIONS - LANDSCAPEFORMS CONCEPTUAL PRICING DATED FEBRUARY 14, 2017.	1.00	LS	\$ 60,184.00	\$ 60,184
		STRUCTURAL ENGINEERING, CUSTOM COLOR CASTING AND CUSTOM COLORS - ONE TIME CHARGE	1.00	LS	\$ 5,000.00	\$ 5,000
		1. REAR GLASS - 3/8" THICK CLEAR TEMPERED GLASS WITH MYLAR FILM LAMINATED BETWEEN SHEETS TO BLOCK UV RAYS	240.00	SF		BY SUPPLIER
		2. PANELS + VERTICAL SUPPORTS - ALUMINUM COLOR TBD POWDER COATED	100.54	SF		BY SUPPLIER
		3. LEANING RAIL	5.00	LF		BY SUPPLIER
		4. ROOF - SHAPE SHELL GLOSS FINISH (IN TO THE GLASS) OR FIBERGLASS (USED FIBERGLASS PRICING)	250.00	SF		BY SUPPLIER
		5. SEATING	2.00	EA		BY SUPPLIER
		6. LED LUMINARIES	18.00	LF		BY SUPPLIER
		7. RGB LED STRIP LIGHTS - CANOPY	113.00	LF		BY SUPPLIER
		8. USB CHARGER	1.00	EA		BY SUPPLIER
		9. SOLAR PANELS	4.00	EA		BY SUPPLIER

CONCEPT #3						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
		10. LCD/LED DISPLAY	1.00	ALW	\$ 3,125.00	\$ 3,125
		11. REFLECTIVE PAVEMENT MARKER	1.00	EA	\$ 1,875.00	\$ 1,875
13	13 00 00	SPECIAL CONSTRUCTION				\$ 8,740
		INSTALL CONCEPT#3 BUS SHELTER	1.00	LS	\$ 8,740.00	\$ 8,740
14	14 00 00	CONVEYING SYSTEMS				\$ -
21	21 00 00	FIRE				\$ -
22	22 00 000	PLUMBING				\$ -
23	23 00 00	HVAC				\$ -
26	26 00 000	ELECTRICAL				\$ -
27	27 00 00	TECHNOLOGY				\$ -
28	28 00 00	ELECTRONIC SAFETY & SECURITY				\$ -
31	31 00 00	EARTHWORK				\$ 1,401
		SITE GRADING				
		EXCAVATE & BACKFILL				
		EXC./HAUL BELOW SLAB ON GRADE	33	CY	\$ 7.50	\$ 313
		SITE FILL 3 FT/ LEVEL / COMP.SITE	42	CY	\$ 15.50	\$ 807
		FINE GRADE	300	SF	\$ 0.75	\$ 281
32	32 00 00	EXTERIOR IMPROVEMENTS				\$ 1,567
		8"LIMEROCK BASE @ SOG	28	SY	\$ 16.85	\$ 585
		12"STAB.SUBGRD.@ SOG	27.78	SY	\$ 3.85	\$ 107
		CURBS & GUTTERS				
		TYPE D CURB	50.00	LF	\$ 17.50	\$ 875
33	33 00 00	SITE UTILITIES				\$ -
		SUBTOTAL				\$ 93,230
	0.00%	BUILDERS RISK & GENERAL LIABILITY - NIC				\$ -
		SUBTOTAL				\$ 93,230
	0.00%	G.C. P&P BOND - NIC				\$ -
		SUBTOTAL				\$ 93,230
	0.00%	CONTRACTORS FEE - NIC				\$ -
		SUBTOTAL				\$ 93,230
	0.00%	CONTINGENCY NIC				\$ -
		TOTAL PROBABLE DIRECT CONSTRUCTION COST				\$ 93,230

# **CONCEPT #4**



**CMS-Construction Management Services, Inc.**  
**10 Fairway Drive, Suite 301**  
**Deerfield Beach, FL 33441**  
**954-481-1611**  
**CMS FILE # 2224 SD SUBMITTAL.**

**MIAMI BEACH BUS SHELTERS**  
**CONCEPT #3 & CONCEPT #4**  
**MIAMI BEACH**  
**FLORIDA**

**SCHEMATIC DESIGN SUBMITTAL**  
**COST ESTIMATE (rev 2)**  
**February 14, 2018**

**PREPARED FOR:**  
**ACAI Associates, Inc.**

**CONCEPT #4**

DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
01	01 00 00	GENERAL CONDITIONS	1.00	LS		\$ -
		GENERAL CONDITIONS	1.00	LS	NIC	NIC
02	02 00 00	SITE WORK / DEMOLITION				\$ 4,105
		MOBILIZATION	1.00	LS	\$ 1,500.00	\$ 1,500
		MOT	1.00	LS	\$ 1,500.00	\$ 1,500
		EROSION CONTROL				
		SF - INSTALL SILT FENCE	100.00	LF	\$ 3.13	\$ 313
		FS - FILTER SACK INLET/CATCH BASIN PROTECTION	4.00	EA	\$ 73.13	\$ 293
		DEMO. MISCELLANEOUS				
		SITE CLEAN UP, MISC DEMO	1.00	LS	\$ 500.00	\$ 500
03	03 00 00	CONCRETE				\$ 6,777
		CAST IN PLACE CONCRETE - FOUNDATIONS & SLAB ON GRADE				
		STRUCTURE EXCAVATION				
		EXCAV. MACHINE CONT. FTGS./PILE CAPS	18.15	CY	\$ 9.38	\$ 170
		SOG. EXC. MACHINE/HAND	9.07	CY	\$ 20.00	\$ 181
		FDN.EXC.HAND	1.81	CY	\$ 17.50	\$ 32
		BACKFILL & COMPACT				
		FDN. BACKFILL MACHINE SPREAD FTGS.	32.67	CY	\$ 26.88	\$ 878
		FDN BACKFILL HAND	2.27	CY	\$ 26.88	\$ 61
		LIME ROCK.STABILIZATION/COMPACT/GRD S.O.G.		SY	\$ 3.60	SEE DIV 32
		SOIL POISONING, SOIL STERILIZATION				
		SOIL TREATMENT S.O.G./ VAPOUR BARRIER	300.00	SF	\$ 1.88	\$ 563
		FORM FOOTINGS				
		PLYFORM SPREAD FTGS.	105.00	SFCA	\$ 7.40	\$ 777
		FORM SLAB EDGE @ GRD.				
		FORM S.O.G. EDGEFORM	60.00	SFCA	\$ 7.91	\$ 474
		REINFORCING IN PLACE FOOTINGS				
		CONT. FTGS./PILE CAPS #4 TO #7	0.34	TN	\$ 1,500.00	\$ 516
		REINFORCING IN PLACE SLAB ON GRADE				
		SOG REINF. #3 TO #7	0.52	TN	\$ 1,500.00	\$ 781
		WELDED WIRE MESH				
		S.O.G. WELDED WIRE FABRIC	345.00	SF	\$ 0.85	\$ 293
		CONCRETE IN PLACE FOOTINGS				
		SPREAD FTGS./PILE CAPS CONC.& PUMP	4.58	CY	\$ 143.75	\$ 659

CONCEPT #4						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
		CONCRETE IN PLACE SLAB ON GRADE S.O.G. CONC. & PUMP	6.94	CY	\$ 143.75	\$ 998
		CONCRETE CURE CHEMICAL CURE S.O.G.	300.00	SF	\$ 0.38	\$ 113
		CONCRETE FINISHING S.O.G. MACHINE TROWEL, FLOAT & BROOM FINISH	300.00	SF	\$ 0.94	\$ 281
04	04 0 00	MASONRY				\$ -
05	05 00 00	METALS				\$ -
		METALS				
		MISCELLANEOUS				
		HSS 7.5X0.312 COLUMN	30.00	LF		BY SUPPLIER
		HSS 3.5X.25	60.00	LF		BY SUPPLIER
		HSS 4.5X0.337	10.00	LF		BY SUPPLIER
		W 6X15	22.00	LF		BY SUPPLIER
		CUSTOM CAST CONNECTION	22.00	LF		BY SUPPLIER
06	06 00 00	WOOD & PLASTICS				\$ -
07	07 00 00	THERMAL & MOISTURE PROTECTION				\$ -
08	08 00 00	OPENINGS (DOORS & WINDOWS)				\$ -
09	09 00 00	FINISHES				\$ -
		MISC PAINTING & FINISHING ALLOWANCE	1.00	LS		BY SUPPLIER
10	10 00 00	SPECIALTIES & SIGNAGE				\$ -
11	11000	EQUIPMENT				\$ -
12	12 00 00	FURNISHINGS				\$ 78,818
		FURNISH CONCEPT#4 BUS SHELTER - AS PER PRICE, TERMS & CONDITIONS - LANDSCAPEFORMS CONCEPTUAL PRICING DATED FEBRUARY 14, 2017.	1.00	LS	\$ 70,693.00	\$ 70,693
		STRUCTURAL ENGINEERING, CUSTOM COLOR CASTING AND CUSTOM COLORS - ONE TIME CHARGE	1.00	LS	\$ 5,000.00	\$ 5,000
		1. REAR GLASS - 3/8" THICK CLEAR TEMPERED GLASS WITHMYLAR FILM LAMINATED BETWEEN SHEETS TO BLOCK UV RAYS	240.00	SF		BY SUPPLIER
		2. POSTS + VERTICAL SUPPORTS - ALUMINUM CAST / WHITE POWDER COATED SRIP ALUMINUM FRAME	201.09	SF		BY SUPPLIER
		3 ROOF CGI - ALICE DIGITAL PRINTING (CERAMIC FRIT IS FUSED IN TO GLASS	400.00	SF		BY SUPPLIER
		4. SEATING	3.00	EA		BY SUPPLIER
		5. LED LUMINARIES - CANOPY	133.00	LF		BY SUPPLIER
		5. LED LUMINARIES - COLUMNS	21.00	LF		BY SUPPLIER
		6. USB CHARGER	1.00	EA		BY SUPPLIER
		7. SOLAR PANELS	4.00	EA		BY SUPPLIER
		8. LCD/LED DISPLAY	1.00	ALW	\$ 3,125.00	\$ 3,125
		9. REFLECTIVE PAVEMENT MARKER	1.00	EA		BY SUPPLIER



CONCEPT #4						
DIVISION	#	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	AMOUNT
13	13 00 00	SPECIAL CONSTRUCTION				\$ 8,740
		INSTALL CONCEPT#4 BUS SHELTER	1.00	LS	\$ 8,740.00	\$ 8,740
14	14 00 00	CONVEYING SYSTEMS				\$ -
21	21 00 00	FIRE				\$ -
22	22 00 000	PLUMBING				\$ -
23	23 00 00	HVAC				\$ -
26	26 00 000	ELECTRICAL				\$ -
27	27 00 00	TECHNOLOGY				\$ -
28	28 00 00	ELECTRONIC SAFETY & SECURITY				\$ -
31	31 00 00	EARTHWORK				\$ 1,401
		SITE GRADING				
		EXCAVATE & BACKFILL				
		EXC./HAUL BELOW SLAB ON GRADE	33	CY	\$ 7.50	\$ 313
		SITE FILL 3 FT/ LEVEL / COMP.SITE	42	CY	\$ 15.50	\$ 807
		FINE GRADE	300	SF	\$ 0.75	\$ 281
32	32 00 00	EXTERIOR IMPROVEMENTS				\$ 1,567
		8" LIMEROCK BASE @ SOG	28	SY	\$ 16.85	\$ 585
		12" STAB. SUBGRD. @ SOG	27.78	SY	\$ 3.85	\$ 107
		CURBS & GUTTERS				
		TYPE D CURB	50.00	LF	\$ 14.00	\$ 875
33	33 00 00	SITE UTILITIES				\$ -
		SUBTOTAL				\$ 101,409
	0.00%	BUILDERS RISK & GENERAL LIABILITY - NIC				\$ -
		SUBTOTAL				\$ 101,409
	0.00%	BOND				\$ -
		SUBTOTAL				\$ 101,409
	0.00%	CONTRACTORS FEE - NIC				\$ -
		SUBTOTAL				\$ 101,409
	0.00%	CONTINGENCY				\$ -
		TOTAL PROBABLE DIRECT CONSTRUCTION COST				\$ 101,409

## Miami Beach Bus Shelter Conceptual Pricing

Studio 431 - Landscape Forms

2/14/2018

Shelter Concept #3 - Eclectic-Vibes				Size (SF): 115	
COMPONENT	AMOUNT	QTY		TOTAL	NOTES
Shelter Structure	\$14,000	1	EA	\$14,000	Includes vertical & horizontal support structure
Shelter Roof	\$110	115	SF	\$12,650	Recommended material: aluminum
Windscreen	\$1,400	2	Panel	\$2,800	UV treated tempered glass
Advertising Panel	\$1,500	1	EA	\$1,500	Does not include internal lighting (in LED price)
Linear LED Roof Lighting	\$120	48	LF	\$5,760	Additional \$90/LF for RGB LEDs
Column Base lighting	\$130	15	LF	\$1,950	LED uplighting at the base of the columns w/ lens
Other LED Lighting/Elec	\$500	1	EA	\$500	Includes advertising internal lighting
Digital Displays	\$0	2	EA	\$0	Display equipment by others
Solar Panels	\$1,000	3	EA	\$3,000	Assuming three 100 W panels
Solar Equipment	\$5,000	1	EA	\$5,000	Batteries and controler - 780 Ah batteries
<b>SHELTER TOTAL</b>				<b>\$47,160</b>	
Concrete Seating elements	\$1,500	3	EA	\$4,500	Studio 431 custom Meldstone seating pods
Branded litter	\$1,600	1	EA	\$1,600	Studio 431 custom litter receptacle
Wayfinding Signage/Kiosk	\$10,000	0	EA	\$0	Studio 431 custom signage - placeholder
<b>AMENITIES SUBTOTAL</b>				<b>\$6,100</b>	
Estimated Tax			7.0%	\$3,728	
Estimated Shipping			6.0%	\$3,196	
<b>TOTAL</b>				<b>\$60,184</b>	
			\$ / SF:	\$410	Shelter Only

Shelter Concept #4 - Smart-Translucency				Size (SF): 132	
COMPONENT	AMOUNT	QTY		TOTAL	NOTES
Shelter Structure	\$15,600	1	EA	\$15,600	Includes vertical & horizontal support structure, castings
Shelter Roof Glass	\$135	132	SF	\$17,820	Bifacial PV panels integral to the canopy glass.
Windscreen	\$1,400	2	Panel	\$2,800	
Advertising Panel	\$2,500	1	EA	\$2,500	Does not include internal lighting (in LED price)
Linear LED Roof Lighting	\$120	10	LF	\$1,200	3 LED strips on roof structure (does not incl RGB canopy lighting)

Column Base lighting	\$130	8	LF	\$1,040	LED uplighting at the base of the columns w/ lens
Other LED Lighting/Elec	\$500	1	EA	\$500	Includes advertising internal lighting
Digital Displays	\$0	2	EA	\$0	Display equipment by others
Solar Panels	\$900	0	EA	\$0	Integrated into the roof glass
Solar Equipment	\$5,000	1	EA	\$5,000	Batteries and controler - 780 Ah batteries
<b>SHELTER TOTAL</b>				<b>\$46,460</b>	
Concrete Seating elements	\$1,500	3	EA	\$4,500	Studio 431 custom Meldstone seating pods
Branded litter	\$1,600	1	EA	\$1,600	Studio 431 custom litter receptacle
Wayfinding Signage/Kiosk	\$10,000	1	EA	\$10,000	Studio 431 custom signage - placeholder
<b>AMENITIES SUBTOTAL</b>				<b>\$16,100</b>	
Estimated Tax			7.0%	\$4,379	
Estimated Shipping			6.0%	\$3,754	
<b>TOTAL</b>				<b>\$70,693</b>	
				<i>\$ / SF:</i>	<i>\$351.97 Shelter Only</i>

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE 72ND STREET PARKING AND PARK COMPLEX**

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**ANALYSIS:**

Discussion at Committee.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION TO CONSIDER REVISING THE “SPECIAL EVENT REQUIREMENTS AND GUIDELINES”, BY AMENDING THE FOLLOWING SECTIONS: “MINIMUM REQUIREMENTS,” “EXTERNAL REVIEW PROCEDURE,” “BOOKING POLICY,” “USE OF PUBLIC PROPERTY,” “SPECIAL EVENT FEE SCHEDULE, AND “SPECIAL EVENT CLASS MATRIX”, HEREBY PERMITTING AND RESTRICTING FURTHER USES ON PUBLIC PROPERTY AND RECONCILING SPECIAL EVENT FEES TO MATCH RECENT**

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**ANALYSIS:**

Discussion at Committee.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE IMPLEMENTATION OF ADDITIONAL  
PEDESTRIAN SECURITY MEASURES CITYWIDE**

### **HISTORY:**

Commission referral to the Finance and Citywide Projects Committee for direction regarding the implementation of temporary vehicle obstructions on Lincoln Road, the purchase of movable vehicle barriers for major events Citywide, and the implementation of permanent barrier protection for Soundscape Park and South Pointe Park.

### **ANALYSIS:**

The Police Department and Property Management have evaluated the needs to complete a protective umbrella around the Lincoln Road pedestrian mall, from Alton Road to Washington Ave. These additional security measures, beyond the concrete barriers already in place on Alton Road, Washington Ave and Euclid Ave, will be a combination of aesthetically pleasing fixed vehicle obstructions and removable vehicle obstructions. The removable obstructions are necessary to allow emergency vehicles, particularly Fire Department apparatus, onto all portions of Lincoln Road when necessary. This proposal also includes the purchase of 16 movable vehicle barriers that will be deployed by the Police Department throughout the city for temporary scene protection at major events. The estimated cost of these security measures, which are needed immediately, is \$800,000.

The Police Department and Property Management have also determined that additional aesthetically pleasing permanent barrier protection is needed for Sound Scape Park and South Pointe Park. The total cost of these additional barriers is approximately \$300,000.

The implementation of these added security measures will require an amendment to the FY 2017/18 Capital Budget.

### **ATTACHMENTS:**

Description	Type
□ C4U	Memo

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Jimmy L. Morales, City Manager  
DATE: February 14, 2018

SUBJECT: REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO  
DISCUSS THE IMPLEMENTATION OF ADDITIONAL PEDESTRIAN SECURITY  
MEASURES CITYWIDE.

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### **RECOMMENDATION**

Commission referral to the Finance and Citywide Projects Committee for direction regarding the implementation of temporary vehicle obstructions on Lincoln Road, the purchase of movable vehicle barriers for major events Citywide, and the implementation of permanent barrier protection for Soundscape Park and South Pointe Park.

### **ANALYSIS**

Administration has requested a referral to the Finance and Citywide Projects Committee in order to discuss the implementation of additional and temporary vehicle obstructions on Lincoln Road. The Police Department and Property Management have evaluated the needs to complete a protective umbrella around the Lincoln Road pedestrian mall, from Alton Road to Washington Ave. These additional security measures will be a combination of aesthetically pleasing fixed vehicle obstructions and removable vehicle obstructions. The removable obstructions are necessary to allow access for emergency vehicles onto all portions of Lincoln Road, when necessary. This request also includes the purchase of movable vehicle barriers that will be deployed by the Police Department throughout the city for temporary scene protection at major events. It has also been determined that additional aesthetically pleasing permanent barrier protection is needed for Soundscape Park and South Pointe Park. The implementation of these added security measures will require an amendment to the FY 2017/18 Capital Budget.

### **Legislative Tracking**

Police/Procurement

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING POTENTIAL SHORT TERM PUBLIC SAFETY  
ENHANCEMENTS SUCH AS HIGH-INTENSITY LIGHTING ON COLLINS COURT**

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**ANALYSIS:**  
Discussion at Committee.

**ATTACHMENTS:**

Description		Type
	R9V	Memo



# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Commissioner Mark Samuelian  
DATE: February 14, 2018

SUBJECT: DISCUSS POTENTIAL SHORT TERM PUBLIC SAFETY ENHANCEMENTS SUCH AS HIGH-INTENSITY LIGHTING ON COLLINS COURT.

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### ANALYSIS

John,

As a follow up to our phone call this morning, I thought it best to write and summarize our discussion about the four recent incidents you referenced in your Facebook post yesterday. I am comfortable if you share this email as you see fit.

I agree with you that prior to last Saturday, we had achieved months of relative calm and successful crime reduction on South Beach. The activists involved in Miami Beach Crime Prevention and Awareness have been a significant factor in this regard. I am certain they have contributed to the crime decline through their general awareness, their tips to the Police Department, their calls to 911 after spotting wanted suspects, and especially through their advocacy in court on specific arrest cases. Also, as you recognized in your recent post, our new Municipal Prosecutor, Yoe Lopez, and his supervisors, Mark Fishman and Alek Boksner, have made a real difference in the first weeks of that program. They are convincing judges to set higher bonds and helping us obtain convictions and jail time for municipal violators who almost certainly not have seen any jail time in the past. We are fortunate that our elected City Commission chose to fund this new prosecutor. I am confident he will continue to make a difference.

Regarding the four recent incidents, here is some additional information and insight:

First, regarding the trolley incident. This occurred on Thursday evening in front of the Publix on West Avenue at 19<sup>th</sup> Street. Brian Scott Web, a dangerous individual with a significant arrest history, was promptly arrested after he attacked a trolley operator. He entered an out-of-service trolley and then attacked the driver when he was asked to leave. Your Facebook page has done a great job of highlighting the revolving door nature of our Criminal Justice system. We cops share everyone's frustration as to why someone like Mr. Webb was still on the streets. I am glad that in this case, we were able to get there quickly and make an arrest.

Second, regarding the window-smashing incident on Espanola Way early Sunday morning, the driver of that car crashed his vehicle into a number of parked cars. He was clearly intoxicated. The video depicts multiple people videotaping the subsequent kicking of his car by an angry woman. Our regret is that the first call to 911 did not provide a location for the incident. If our cops had been told the location right away, we very likely could have interceded sooner. We might have been able to arrest

the woman as well as the driver if just one of the persons taking video had instead called 911. Once given a location, our cops arrived within minutes and arrested the driver for DUI. While many of your Facebook followers always call 911 right away, not every witness does. I would appreciate it if you could emphasize to your Facebook audience once again the importance of calling 911 the instant anyone sees a crime or suspicious activity.

Third is the attack on the male in the Lyft vehicle, which occurred on Friday morning in a moving car on Washington Ave. The victim, in the front seat, did not know the attacker, sitting in the rear seat. This is because it was a rideshare situation. The attack was a serious aggravated battery. While I can't provide details, our detectives are making good progress in this case. Whether the reported anti-gay slurs by the suspect will result in a higher "hate crimes" charge will ultimately be determined by the State Attorney. We are taking the case very seriously.

The fourth event is a gut-wrenching tragedy. The media and your Facebook page have covered the tragedy of Kamil Patel's murder in some detail. For obvious reasons, I cannot discuss any aspects of the case. Our detectives are working it hard. We are committed to finding justice for Kamil. His case is the first critical case to occur since the MBPD established its Reward Fund with the support local donors. As such, we have been able to offer a \$5,000 reward in addition to the \$3,000 already offered by Crime Stoppers. So there \$8,000 in reward money on the street that we hope will result in some valuable tips.

If it is ultimately established that Kamil was attacked by a total stranger, not someone he knew or someone he met and argued with earlier in the evening, this would just add to the weight of this tragedy. It would also be highly unusual. We almost never have a homicide occur like this in Miami Beach. Nearly all such crimes here are the result of relationships gone bad or a fight that occurs between strangers. We do know that Kamil was with his girlfriend at the moment he was attacked and was not threatening anyone. We are absolutely determined to find his killer.

Four important additional notes for your group's information: First, we know that two of these incidents occurred on Espanola Way. We have increased patrols in that particular area in response. Second, I spoke to the City Manager this morning, and he is committed to providing additional high-intensity lighting on Collins Court in the near future, much the way we significantly enhanced lighting on Ocean Court last year and are in the process of completing in Lummus Park. The City Manager has already spoken with both Florida Power and Light and our City Public Works Department to begin this process. Third, we are very hopeful that in the coming year, we will be able to install still more cameras in the Entertainment District. Fourth, we are hopeful that we can resolve our issues with FDOT and finally begin to install more fixed License Plate Readers in the Entertainment District as well.

I recognize that there is a lot of frustration and anguish in the community over these recent incidents. We in the Police Department share this frustration. Our cops and detectives are working hard on all of this. My thanks to you and your group for your support as we solve these crimes and keep moving forward and trying new techniques to make South Beach safer.

Dan

Daniel J. Oates, *Chief of Police*  
MIAMI BEACH POLICE DEPARTMENT  
1100 Washington Avenue, Miami Beach, FL 33139  
Tel: 305.673.7925 | [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

**Legislative Tracking**

Commissioner Mark Samuelian

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE CREATION OF A NIGHT MANAGER POSITION**

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### **HISTORY:**

Administration has requested a referral to the Finance and Citywide Projects Committee in order to discuss the City Manager's proposal to create a Night Manager position. This is a concept that has been successfully implemented in a number of major cities in the United States and elsewhere around the world. The role of the Night Manager is to coordinate the comprehensive delivery of government services during the overnight hours. He/she will respond to major issues, evaluate troublesome conditions, resolve difficult problems and coordinate emergency response to crises. While the Night Manager will be a police captain, his/her portfolio will include the authority to act on behalf of the City Manager to coordinate and direct all city services during the overnight hours. Miami Beach is a city that never sleeps. The Night Manager will be the liaison to the City's major customers who operate after midnight, including clubs, restaurants, hotels and other entities that comprise the entertainment/tourist industry that drives our city's economy. He/she will also be a point of contact and overnight problem solver for our residents and receive direction in this regard from the Manager. The hours of the Night Manager will vary depending upon the Manager's needs, but he/she will typically work Thursday through Sunday, evenings through to 5 A.M the following morning. He/she will regularly be available during business hours on Wednesdays for Commission meetings and follow up with Department Directors and staff. If approved, this will require an amendment of the FY 2017/18 Operating Budget.

### **ATTACHMENTS:**

Description	Type
□ C4T	Memo

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Jimmy L. Morales, City Manager  
DATE: February 14, 2018

SUBJECT: REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO  
DISCUSS THE CREATION OF A NIGHT MANAGER POSITION.

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### **RECOMMENDATION**

Commission referral to the Finance and Citywide Projects Committee for direction regarding the creation of a Night Manager position.

### **ANALYSIS**

Administration has requested a referral to the Finance and Citywide Projects Committee in order to discuss the City Manager's proposal to create a Night Manager position. This is a concept that has been successfully implemented in a number of major cities in the United States and elsewhere around the world. The role of the Night Manager is to coordinate the comprehensive delivery of government services during the overnight hours. He/she will respond to major issues, evaluate troublesome conditions, resolve difficult problems and coordinate emergency response to crises. While the Night Manager will be a police captain, his/her portfolio will include the authority to act on behalf of the City Manager to coordinate and direct all city services during the overnight hours. Miami Beach is a city that never sleeps. The Night Manager will be the liaison to the City's major customers who operate after midnight, including clubs, restaurants, hotels and other entities that comprise the entertainment/tourist industry that drives our city's economy. He/she will also be a point of contact and overnight problem solver for our residents and receive direction in this regard from the Manager. The hours of the Night Manager will vary depending upon the Manager's needs, but he/she will typically work Thursday through Sunday, evenings through to 5 A.M the following morning. He/she will regularly be available during business hours on Wednesdays for Commission meetings and follow up with Department Directors and staff. If approved, this will require an amendment of the FY 2017/18 Operating Budget.

### **Legislative Tracking**

Office of the City Manager/Police

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE ADDITIONAL FUNDING NEEDED FOR THE PARKING ACCESS/REVENUE CONTROL SYSTEM (PARCS) EQUIPMENT FOR THE MIAMI BEACH CONVENTION CENTER GARAGE - PROJECT NUMBER 21618**

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### **HISTORY:**

The City will be completing the construction of the new Convention Center garage in 2018 which will be managed and operated by the City. Therefore, this garage requires the PARCS (gated) revenue control equipment which is manufactured and supported by SkiData, a worldwide leader in gated parking equipment, in order to centralize and standardize all garage access and revenue control operations.

### **ANALYSIS:**

The cost of the project is \$771,000 for equipment and installation. Funding is currently approved in the amount of \$650,000 in the capital budget. The request for the additional \$121,000 may be included as a capital budget amendment contingent upon the recommendation of the FCWPC and subsequent approval of the Mayor and Commission.

### **CONCLUSION:**

The Administration recommends the Finance and Citywide Projects Committee (FCWPC) recommend additional funds needed for the PARCS equipment needed to operate the Convention Center Garage scheduled to open later this year.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE STRUCTURAL DEFICIENCIES IDENTIFIED AT THE FILLMORE AND THE 17 STREET GARAGE THROUGH THE FORTY-YEAR CERTIFICATION PROCESS**

### **ANALYSIS:**

Administration has requested a referral to the Finance and Citywide Projects Committee in order to discuss structural deficiencies identified at the Fillmore and the 17<sup>th</sup> Street Garage through the forty year certification process. The deficiencies identified need to be addressed and would require an amendment of the FY 2017/18 Capital Budget.

### Fillmore Miami Beach at the Jackie Gleason Theater

The Fillmore Miami Beach at the Jackie Gleason Theater is a three story theatre building with structural walls in concrete. A structural and electrical inspection was completed for recertification and it was determined that some actions and repairs needed to be accomplished before this building could be recertified. This would need to occur in order to conform to the minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals.

### Structural Deficiencies:

- *Cracks in walls at handicapped entrance to rehearsal hall need repair*
- *Unsupported edges of openings in interior masonry walls to the sides of the proscenium opening require review and will likely require support, removal, or in-fill*
- *Repair areas of damaged stucco*
- *Roof, ventilation fans, and other equipment leaks need repair*
- *Review corroded rooftop equipment and supports in several locations. Repair or replace any members which are significantly weakened and clean and coat other areas with rust-inhibitive paint*
- *Clean leaves, debris and dirt from low roofs*
- *Review corroded anchors for exterior steel ladders. If not significantly corroded, clean and coat with rust-inhibitive paint. If significantly corroded, replace with new anchors*
- *Review corroded brackets for truck dock bumpers. Repair or replace steel members which are significantly corroded. Clean and coat other members with rust inhibitive paint*
- *Review Building Code requirements for fireproofing of structural steel, and if required, provide repairs to areas of lost fireproofing*
- *Repair catwalk railings*
- *Review shoring posts under stage lift. If support is required, provide appropriately engineered, permanent support.*
- *All areas of spalled concrete and exposed reinforcement should be repaired in accordance with ICRI*

*guidelines*

- *All areas of loose stucco should be removed and patched*
- *Roof and wall leaks should be sealed*

Electrical Deficiencies:

- *Dirt and debris accumulated on switchboards*
- *Generator shows oils stain*
- *Debris accumulated inside generator*
- *Poor illumination in transformer room*
- *Conduit not properly ended*
- *Penetration to adjacent section not sealed*
- *Debris on the bottom of Panel "DP2"*
- *3-pole breaker in position 14,16,18 needs to be removed to the bottom to avoid strain on branch circuit wires*
- *Properly sized UL listed lugs must be provided for neutral and grounding wires*
- *Gutter must be provided a cover*
- *Combustible material (wood) must be removed from gutter. Coaxial/auxiliary cable cannot run through gutter*
- *Emergency light not operative*
- *Openings not properly sealed*
- *Abandoned wires must be identified and removed*
- *J-boxes needs to be covered*
- *Disconnect needs to be locked in the off position with pad lock*
- *Outgoing lugs do not match wire sizes*
- *Grounding lug not acceptable for cable size*
- *Exit sign is blocked by metal detector, other sign is not illuminated*
- *Perforated walls breaking the fire rating for the area*
- *Inaccurate circuit directory for "PA"*
- *Abandoned branch circuits on panel "PA"*
- *Breaker feeding two branch circuits on panel "PA"*
- *Breaker feeding two branch circuits in panel "LS"*
- *Provide accurate circuit directory for panel "LS"*
- *Wires penetrating wall without fire stopping array*
- *Improperly sealed penetration on the wall and electrical and communication cables to electrical conduit*
- *High ampacity tie cables on floor. Disconnect needs to be locked in off position with pad lock*
- *Electrical room needs to be clear of stored items*
- *Wall penetrations not properly sealed*
- *Cables going out of the Electrical Room through exhaust fan*
- *Inaccurate circuit directory*
- *Replace neutral lug with UL listed lug to match panel rating*
- *Two branch circuits spliced inside panelboard*
- *Two branch circuits connected to breaker number 2.*
- *Inaccurate circuit directory*
- *Breaker feeding two circuits*
- *Abandoned wire needing to be removed*
- *Several breakers feeding two branch circuits. No grounding conductor*
- *Inaccurate circuit directory*
- *Corroded neutral lug*

17<sup>TH</sup> Street Parking Garage

The City of Miami Beach, Lincoln Road Mall Parking Garage (G-5), is a parking garage made up of four stories with additional rooftop parking. It is located at 640 17<sup>th</sup> Street, Miami Beach, FL. Approximately 162,000 square feet, with five elevators and four stairs. Combination of precast and cast-in place concrete, with shallow concrete footings, including post-tensioned strip footings (as indicated on drawings, but not observed) below main column



lines.

**Structural Deficiencies:**

- *Replace waterproofing membranes over roofs, top parking deck and over enclosed spaces*
- *Improve drainage in two locations of top parking deck*
- *Clean weep holes in parapets and railing walls*
- *Loose metal panels should be anchored or, alternatively, removed*
- *Repair cracks adjacent to expansion joints. Remove loose materials. Patch spalls and/or inject cracks with epoxy as appropriate*
- *Repair elevated slab cracks as appropriate. Some may be sealed with caulk, while some may be appropriate for epoxy injection*
- *Repair beam cracks as appropriate. Some may be sealed with caulk, while some may be appropriate for epoxy injection*
- *Seal cracks in slabs-on-ground*
- *Replace expansion joint systems/sealants throughout*
- *Patch areas of honeycombing which are deep and/or which have exposed reinforcement*
- *Remove loose pieces of concrete in a few areas of "over pour"*
- *Clean and treat beam bearing plates*
- *Repair spalled concrete in accordance with ACI and ICRI recommendations throughout*

**Electrical Deficiencies:**

- *MDP: label disc. As "Main 1 of 6" ... "Main 5 of 6"*
- *Main Electrical Room is dirty*
- *Panel L1 hinge is broken*
- *L body conduit must be capped*
- *Several abandoned branch circuit must be removed from panelboard*
- *Yellow conductor is using the panel enclosure as a gutter*
- *Inaccurate Panel circuit directory*
- *Electric conduit needs to be properly supported*
- *Opening toward the FPL vault needs to be sealed with fireproofing caulk.*
- *Elevator cab light circuit must be in emergency power*
- *Open Knockout must be covered*
- *Conduits are corroded and need repair*
- *GFCI receptacle needs repair*
- *Conduit needs to be supported as per NEC*
- *Wiring around and inside ticketing booth requires repair*
- *Broken L-conduit body*
- *L-Conduit body needs to be closed and the red wire to run inside conduit*

The cost associated with the repairs necessary to establish recertification for the Fillmore and the 17<sup>th</sup> Street Garage is as follows:

Location	Discipline	Cost
<b>The Fillmore Miami Beach</b>	Structural	\$400,000.00
	Electrical	\$44,650.00
	Painting	\$150,563.00
	<b>Total (+ 10% contingency)</b>	<b>\$654,734.30</b>

Location	Discipline	Cost
<b>17<sup>th</sup> Street Garage</b>	Structural	\$755,426.28
	Electrical	\$25,260.00
	<b>Total (+10% contingency)</b>	<b>\$858,754.90</b>

For consideration as a Fiscal Year 2018/19 appropriation:

<b>Location</b>	<b>Discipline</b>	<b>Cost</b>
17th Street Garage	Waterproof Painting	\$4,000,000.00

It is imperative that the facilities receive recertification, without the recertification, Miami-Dade County has the authority to notice the City of Miami Beach to vacate the facilities until the structural deficiencies are remedied. This notice would require an emergency response and negatively impact the operations at each facility.

**CONCLUSION:**

Administration is seeking direction to identify funding sources in Fiscal Year 2017/18 for all structural, electrical and painting repairs for the Fillmore Miami Beach and structural and electrical repairs for the 17<sup>th</sup> Street Garage.

As Administration begins the process of formulating the Fiscal Year 2018/19 budget, Administration is also seeking direction to identify a funding source for Fiscal Year 2018/19 for the 17<sup>th</sup> Street Garage waterproofing.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING CAPITAL APPROPRIATIONS FOR RENOVATIONS AT THE PUBLIC WORKS FACILITY, CIP DEPARTMENT, AND MIAMI CITY BALLET**

### **ANALYSIS:**

Administration has requested a referral to the Finance and Citywide Projects Committee in order to discuss proposed budget transfers between adopted projects. Several Capital Renewal and Replacement (CR&R) projects have been underfunded while other CR&R projects have been overfunded. The Property Management Division is requesting that the surplus funds identified in the fully executed projects listed be transferred to the underfunded projects listed below, as needed.

#### Public Works Facility Interior Renovations

The Public Works Facility serves as an operational building that operates 24 hours a day, 7 days a week to serve the City's streets, street lighting, water, sewer and stormwater needs. This facility is approximately 19,284 square feet and accommodates 108 employees. In addition to its day-to-day operations, in the event of an emergency, it serves as the emergency operation center for infrastructure. The facility has high volume usage and is an integral part of the City's ability to provide excellent customer service to all those who live, work, and play in Miami Beach.

It has been a number of years since the Public Works Facility received some much needed interior renovations. The bathrooms, control room, offices, lockers, showers, and supervisor's area are all in a dilapidated state and in desperate need of repairs. As the central hub for the City's infrastructure operations it is imperative that the facility be equipped with modernized and proper conditions.

<b>Transfer From:</b>			<b>Transfer To:</b>	
<b>Amount</b>	<b>GL Account</b>	<b>Project Name</b>	<b>GL Account</b>	<b>Project Name</b>
\$65,086.50	425-1720-000342-00-413-000-00-00-00-64220	Public Works Facility Exterior Restoration	N/A	Public Works Facility Interior Renovations
\$41,803.00	425-1720-000350-00-412-000-00-00-69210	Public Works Facility Windows	N/A	Public Works Facility Interior Renovations

-

#### Miami City Ballet Window Replacements

After Hurricane Irma, Administration assessed City assets, the Miami City Ballet being one of them. Upon this

assessment, it was noted that the current windows are not hurricane impact and in the event of a high wind and rain storm, such as Hurricane Irma, the windows cannot keep the water from intruding into the building, thus causing water damages. This conclusion led to a project for the replacement of the Miami City Ballet windows to be able to sustain a hurricane and mitigate the current issue of water penetration. The current project, though it has some funding is in need of additional monies for completion due to actual and unanticipated costs.

The appropriation is necessary in order to complete the project prior to the 2018 hurricane season

<b>Transfer From:</b>			<b>Transfer To:</b>	
<b>Amount</b>	<b>GL Account</b>	<b>Project Name</b>	<b>GL Account</b>	<b>Project Name</b>
	365-1720-000676-00-	Miami City Ballet	365-1720-000676-00-	Miami City Ballet
\$40,308.00	410-000-00-00-00-27760	Exterior Concrete Restoration	410-000-00-00-00-27780	Window Replacement

#### CIP Department Interior Floor Replacement and Painting

The City's CIP department has recently experienced a decrease in indoor air quality and poor carpet conditions due to the amount of foot traffic of individuals going to and from construction sites. In order to mitigate these issues, Property Management is requesting the installation of vinyl flooring (VCT) and use this opportunity to paint offices scheduled for replacement. The renovations will improve the air quality and provide more efficient and effective cleaning of the offices.

<b>Transfer From:</b>			<b>Transfer To:</b>	
<b>Amount</b>	<b>GL Account</b>	<b>Project Name</b>	<b>GL Account</b>	<b>Project Name</b>
\$92,120.43	125-1720-000676-00-410-593-00-00-00-60160	555 777 21st Street Rec. Center	N/A	CIP Department floor replacement and interior painting

#### **CONCLUSION:**

Administration seeks the Committee's direction on appropriating the funds to the projects listed above.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE CONTINUED RENTAL OF THE WAREHOUSE CURRENTLY OCCUPIED BY THE SPECTRA TEAM DURING THE CONVENTION CENTER RENOVATION**

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### **ANALYSIS:**

The 2017 hurricane season set new records by ravaging many states and territories of America. With three major hurricanes occurring, many federal, state and local governments had to respond to storm surges, flooding and structural and infrastructure damage. For South Florida, Hurricane Irma would be the first major hurricane to occur in over 10 years. This hurricane became one of the largest Atlantic hurricanes ever recorded. Although Miami Beach was not hit by the eye of the storm, the City faced Category 3 force winds and received large vegetative debris and structural damage.

In order to enhance preparedness and resiliency for future disasters, the City's Emergency Management department brought an independent, outside consultant to review the City's response and recovery. The Olson Group, LTD was engaged to lead this effort due to their experience in conducting similar efforts across the country and for the expertise of its emergency management practitioners.

Olson Group, LTD provided a number of recommendations that would help the City of Miami Beach be better prepared for future events. Among those recommendations was one that urged the City of Miami Beach to identify an off-site building or facility that is designed to house emergency resources and materials.

Olson Group, LTD found that the City's Emergency Operations Center (EOC) was not physically conducive to effectively manage a disaster. The location, space and infrastructure of the EOC cannot manage a complex and coordinated disaster response like the one this city experienced. Since the current EOC was never truly designed to be an EOC, and because it currently co-located with the Fire department, it is almost always guaranteed that it will need to be evacuated for a moderate hurricane. Due to limited options available within City limits, it was recommended that the EOC be co-located off of the island with the planned emergency resource warehouse.

Currently, the City of Miami Beach is leasing a warehouse in Miami for Spectra while the Miami Beach Convention Center undergoes renovations. The current lease expires May 31, 2018. Property Management has requested this referral to the Finance and Citywide Projects Committee in order to explore the possibility of extending the lease and using the space as an emergency resources warehouse that will be able to store equipment and materials for hurricane preparedness and emergency response.

The warehouse is located at 3000 NW 125<sup>th</sup> street and Spectra is currently leasing 81,741 square feet of the total available 152,800 square feet. The warehouse has 12,000 square feet of finished offices, restrooms, 12 dock doors with 1 ramp and is completely fenced in and secured with a storage yard that has available trailer parking.

After Hurricane Irma, the Police Department, Fire, Property Management, Public Works Operations and Sanitation agreed upon a need for a singular site that would be able to house all materials and equipment necessary for a natural disaster. After further discussion and a site visit, all departments listed above concluded that the current warehouse being used by Spectra fits their needs.

The current lease expires in May and prior to the lease expiration a 90 day Notice to Terminate is required; therefore a decision on renewal is time sensitive. The current cost associated with the Spectra lease is \$55,000.00 a month and Administration is requesting funding for an additional four months, totaling \$220,000.00 for Fiscal Year 2017/18 funding.

The Police Department currently rents a warehouse of 18,200 square feet, which currently serves as the only emergency response warehouse the City utilizes. The implementation of the Spectra lease takeover would eliminate the need for this facility and eliminate the costs of leasing a significantly smaller warehouse that does not accommodate all emergency and hurricane response needs.

Police, Fire, Property Management, Public Works and Sanitation all play integral parts during hurricane season, both pre and post disaster. During Hurricane Irma, each department identified key deficiencies with their ability to provide adequate materials and equipment in an efficient and effective manner. Necessary equipment was scattered throughout different location in Miami-Dade County due to the high flood risk associated with our barrier island and the lack of a central point of storage outside of the city limits.

This centralized warehouse would mitigate the deficiencies and limitations faced during Hurricane Irma. Items such as boarding materials, emergency response vehicles, back-up generators, fuel, etc. are some of the numerous materials and equipment that would be stored within the emergency response warehouse. It is also important to note that due to the available office space within the warehouse, this location can also serve as an off-site EOC base, as outlined in the Hurricane Irma after action report.

## **CONCLUSION:**

Administration is seeking direction from the Committee on identifying the funding to extend the lease agreement currently in place in order to serve as the City's emergency resource warehouse.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION TO CONSIDER BUDGET AMENDMENTS FOR PREVIOUSLY  
APPROPRIATED WATER AND SEWER AND STORMWATER PROJECTS  
AGAINST THE LINE OF CREDIT**

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**ANALYSIS:**

Discussion at Committee.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION ON REQUIRING SUSTAINABILITY STANDARDS SIMILAR TO  
LEED FOR RETROFITS IN CITY-OWNED PROPERTIES**

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### **ATTACHMENTS:**

Description	Type
☐ LEED Building Memo	Memo
☐ Attachment A_sensors	Other
☐ Attachment B_Ultra-low flow fixture retrofit	Other
☐ Attachment C_Submetering	Other



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION ON REQUIRING SUSTAINABILITY STANDARDS SIMILAR TO LEED FOR RETROFITS IN CITY-OWNED PROPERTIES**

On January 10, 2018, the Sustainability and Resiliency Committee (SRC) held a discussion on requiring sustainability standards similar to Leadership in Energy and Environment Design (LEED) for retrofits in city-owned properties. After discussing which set of items would be highly beneficial and feasible, the SRC referred the item with a favorable recommendation to the Finance and Citywide Projects Committee (FCWP). The referral was intended to assist with allocating funds to purchase and install ultra-low flow plumbing fixtures and occupancy sensors for City Hall. Staff was directed to track data on how these measures would reduce water and energy consumption and to compare the results with other city properties.

On January 17, 2018, the Mayor and City Commission referred the SRC discussion to the FCWP.

### **BACKGROUND**

The City of Miami Beach has supported numerous policies and initiatives with ambitious goals to reduce greenhouse gas emissions and transition to renewable energy. On October 14, 2015, the city adopted a Resolution to join the Global Covenant of Mayors (formerly the Compact of Mayors) and pledged to reduce greenhouse gas (GHG) emissions. On May 17, 2017, the city joined the Sierra Club's "Ready for 100%" campaign to become a 100% renewable city. Then, on June 7, 2017, a Resolution was adopted upholding the city's commitment to the goals and standards set forth in the Paris Climate Agreement.

Due to physical space constraints, high costs related to solar energy and Renewable Energy Credits (RECs), and the lack of utility-supplied renewable energy provided by Florida and Power Light (FPL), the initial focus of the city's efforts should be in reducing energy consumption. Energy conservation decreases energy demand, which can then lower the cost of solar installations required to cover electricity demand. In addition, the consumption of grid-supplied electricity in buildings represented almost 70% of the city-wide greenhouse gas emissions in 2015.

Renovations, retrofits and refurbishment of existing buildings represent an opportunity to enhance the performance of building assets for their ongoing life. Often retrofits involve modifications to existing buildings that may improve energy efficiency, decrease energy demand and emissions associated to the built environment. Tracking energy performance is fundamental to correlate cost and consumption information and improve energy management challenges, which can assist the city to lower emissions and save money.

## **ANALYSIS**

At this time, we do not have the capability to track the energy and water savings from retrofitting with occupancy sensors and ultra-low flow plumbing fixtures. However, based on the manufactures specifications, energy savings could reach up to 50% of the current energy consumption per fixture. The initial cost will be about \$10,600 for occupancy sensors (Attachment A), based on 30 sensors per floor in City Hall (total of 120 sensors) and \$31,650 for the ultra-low flow plumbing fixtures, based on 33 water closets ad 12 urinals at City Hall (Attachment B).

It should be noted, that it is necessary to have the specific data related to building energy consumption in order to track and monitor energy efficiency programs. After compiling and analyzing the energy data for municipal buildings, staff noticed one meter was connected to several buildings, making it impossible to track the energy consumption of each building. Each meter is connected to one utility account. When there is more than one building feeding from one meter, unless sub-meters are installed, it is not possible to identify how much each building is individually consuming. Submeters will allow the city to monitor consumption of each building and provide recommendations for specific energy efficient upgrades.

The first step is to develop a platform to track energy consumption and efficiency measurements. In order to do this, submeters will need to be installed for each building. It will cost about \$65K to install submeters at each municipal building (Attachment C). Additionally, the city has an open competitive bid for an energy management software which will assist to track, analyze, report and manage use, as well as identifying savings and issues, such as bill anomalies and changes in usage.

By establishing this platform with submeters and the energy management software, the city will be able to organize, monitor and manage its energy data, as well as identify inefficient buildings that are in need of retrofits and, most importantly, benchmark buildings that are being retrofitted.

## **CONCLUSION**

The following is presented to the members of the Finance and Citywide Projects Committee for discussion and direction to allocate funds for potential retrofits and sub-meters.

## **ATTACHMENTS**

ATTACHMENT A- Quote for occupancy sensors

ATTACHMENT B- Quote for ultra-low flow plumbing fixtures

ATTACHMENT C- Quote for submeters

SMT/ESW/FCT

\\miamibeach.gov\files\WORK\ALL\1) EMPLOYEE  
WHEATON\FINANCE\LEED\_Buildings\_Memo\_2\_5\_18.docx

FOLDERS\BETSY

	material			removal of old light, installation of new light, hook up power /tie to ceiling grid	total
	cost	plus tax	plus 10% profit		
F&I 2'x4' <u>standard flat panel</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	\$ 85.10	\$ 91.06	\$ 100.16	\$ 65.00	\$ <b>165.16</b>
F&I 2'x4' <u>standard flat panel with battery back up</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	\$ 349.99	\$ 374.49	\$ 411.94	\$ 65.00	\$ <b>476.94</b>
F&I 2'x4' <u>DECORATIVE</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	\$ 128.00	\$ 136.96	\$ 150.66	\$ 65.00	\$ <b>215.66</b>
F&I 2'x4' <u>DECORATIVE with battery back up</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	\$ 398.00	\$ 425.86	\$ 468.45	\$ 65.00	\$ <b>533.45</b>
F&I 2'x2' <u>standard flat panel</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	\$ 82.24	\$ 88.00	\$ 96.80	\$ 65.00	\$ <b>161.80</b>
F&I 2'x2' <u>standard flat panel with battery back up</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	\$ 314.00	\$ 335.98	\$ 369.58	\$ 65.00	\$ <b>434.58</b>
F&I 2'x2' <u>DECORATIVE</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	\$ 104.00	\$ 111.28	\$ 122.41	\$ 65.00	\$ <b>187.41</b>
F&I 2'x2' <u>DECORATIVE with battery back up</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	\$ 361.00	\$ 386.27	\$ 424.90	\$ 65.00	\$ <b>489.90</b>
F&I occupancy sensor (wall mounted)	\$ 36.80	\$ 39.38	\$ 43.31	\$ 45.00	\$ <b>88.31</b>



**ELECTRICAL ENGINEERS  
ELECTRICAL CONTRACTORS**

7447 NW 48 Street  
Miami, Florida 33166  
Phone: (305) 403-7841  
Fax: (305) 403-7842  
www.RDElectricInc.com

**PROJECT: LED LAY IN REPLACEMENT PROJECT  
VARIOUS LOCATIONS**

**EC13001534  
1/4/2017**

item	Description	Unit	Qty	Unit Price	Total
2'x4'	F&I 2'x4' <u>standard flat panel</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	EA	1	\$ 165.16	\$ 165.16
2'x4'	F&I 2'x4' <u>standard flat panel with battery back up</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	EA	1	\$ 476.94	\$ 476.94
2'x4'	F&I 2'x4' <u>DECORATIVE</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	EA	1	\$ 215.66	\$ 215.66
2'x4'	F&I 2'x4' <u>DECORATIVE with battery back up</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	EA	1	\$ 533.45	\$ 533.45
2'x2'	F&I 2'x2' <u>standard flat panel</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	EA	1	\$ 161.80	\$ 161.80
2'x2'	F&I 2'x2' <u>standard flat panel with battery back up</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	EA	1	\$ 434.58	\$ 434.58
2'x2'	F&I 2'x2' <u>DECORATIVE</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	EA	1	\$ 187.41	\$ 187.41
2'x2'	F&I 2'x2' <u>DECORATIVE with battery back up</u> LED lay in fixture. Removal & Disposal of existing light included in unit price.	EA	1	\$ 489.90	\$ 489.90
switch	F&I occupancy sensor (wall mounted)	EA	1	\$ 88.31	\$ 88.31

**WE SHALL NOT PROVIDE:**

ENGINEERING DRAWINGS  
DATA WIRING

**NOTE:**

LS-LUMP SUM EA-EACH

Rafael Echarri

PROPOSAL #

111610



# ISLAND PLUMBING

PO BOX 490984

Key Biscayne, FL 33149

Phone: (305) 361-2929

CFC-057486 / CFC-044147

DATE

1/8/2018

REP

GP

## PROPOSAL

### BILL TO

CITY OF MIAMI BEACH  
1833 BAY ROAD  
MIAMI BEACH, FL. 33139

### JOB ADDRESS

CITY OF MIAMI BEACH  
1833 BAY ROAD  
MIAMI BEACH, FL 33139

### DESCRIPTION

QTY

COST

TOTAL

#### FIXTURES INSTALLATION

- WE WILL REMOVE AND INSTALL NEW WATER CLOSET COMMERCIAL GRADE AS PER REQUEST. (AMERICAN STANDARD 1.28 GPF)

- WE WILL REMOVE AND INSTALL WALL MOUNT COMMERCIAL GRADE URINAL AS PER REQUEST. (AMERICAN STANDARD .125 GPF)

- WE WILL SUPPLY FLUSHOMETER VALVES FOR NEW FIXTURES.

LABOR AND MISC. MATERIALS (PER FIXTURE)

Red = Water Closets

Blue = Urinals

450.00

450.00

A/S 3043.001.002 WHT MADERA RH ( \$119.95)

A/S 2234.001.020 WHT MADERA 15" ( \$98.75)

A/S 6581.015.020 WHT MAYBROOK UR ( \$147.41)

SLOAN 3072609 URINAL VLV GEM-2 186-0.5 ( \$110.25) + Installation and Misc. Materials = \$707.66 ea

SLOAN 3070026 W/C GEM-2 111-1.28 ( \$110.25)

A/S 5901.100.020 WHT W/C SEAT ( \$20.29)

#### NOTES:

+ Installation and Misc. Materials = \$700.49 ea

- PLANS AND PERMIT NOT INCLUDED.

- ANY UNFORESEEN WORK TO BE ESTIMATED ACCORDANGLY.

Authorization To Perform Work: Customer authorizes and permits Island Plumbing Co. to perform service, repairs, alterations, and all ancillary work and supply all ancillary materials to perform and complete the work described herein. Customer agrees to timely pay for said work and materials and that the Customer has received, agrees to, and shall be bond by the Terms and Conditions contained on the front and back side of this Agreement. Customer further acknowledges that Island Plumbing Co. Has commenced its work at the same time set forth below. Additional travel charges may apply as set forth herein.

X

SIGNATURE

TOTAL

\$450.00



ELECTRICAL ENGINEERS  
ELECTRICAL CONTRACTORS

7447 NW 48 Street  
Miami, Florida 33166  
Phone: (305) 403-7841  
Fax: (305) 403-7842  
[www.RDElectricInc.com](http://www.RDElectricInc.com)

**PROJECT:** Electrical Submeters  
Miami Beach, FI

**EC13001534**  
2/2/2018


item	Description	Unit	Qty	Unit Price	Total
1	Furnish and Install electrical submeter.	LABOR (HR)	8	\$ 45.00	\$ 360.00
		MATL (LS)	1	\$ 480.00	\$ 480.00
		MARKUP 10%	1	10%	\$ 48.00
				TOTAL	\$ 888.00

**NOTES:**



## EKM-Omnimeter Pulse UL v.4 Spec Sheet



- Nominal Voltage Ranges:
  - 120V , 2-wire, Single-phase, One Line and Neutral
  - 120/208 to 240V, 3-wire, Single-phase, 2 Lines and Neutral
  - 120V, 3-wire, 3-phase, 3 Lines, No Neutral
  - 120/208 to 240V, 4-wire, 3-phase, 3 Lines and Neutral
- Range of allowable environmental conditions: Pollution Degree 2, Measurement Category III, Altitude rating 2000 meters max. Maximum Temperature Range: -30 Deg. C to 70 Deg. C. Tamper Detection Class 1.
- The equipment is protected throughout by double insulation as indicated by this symbol: 
- Accuracy Class 0.5
- Rated Frequency: 50Hz/60Hz
- Red LED on the meter face flashes 800 times/kWh. 1 flash = 1.25Wh.
- Received California Type Approval for revenue grade metering
- Certified to meet ANSI C12.1 and C12.20 standards
- UL and cUL Listed

### Safety Precautions:

- Meter should be installed by a qualified electrician.
- Turn off all power supplying the equipment before performing any wiring. Use a properly rated volt meter to confirm power is off.
- Use of this device inconsistent with this manual can cause permanent damage to the unit and/or serious harm to the operator.

### Tools/Materials List:

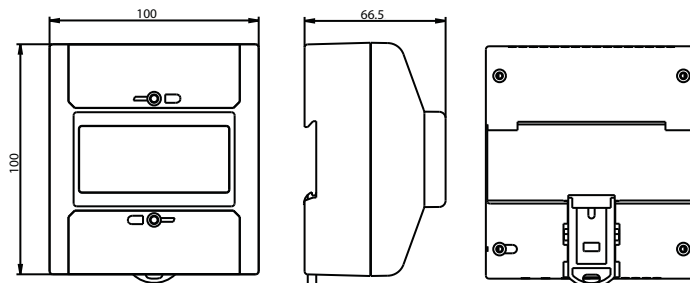
- Volt meter
- Small standard screwdriver
- Wire stripper
- DIN-Rail
- 16-22 AWG UL rated stranded copper wire
- UL Approved Current Transformer(s). See (Fig 7)
- UL rated inline fuse holder with maximum 1Amp UL Listed fuse
- UL Listed Type 4 Enclosure (with appropriately rated conduit and fittings) is required if meter will be installed outdoors

### Installation Instructions

#### For All Systems:

1. Disconnect or switch power off before attempting to install, connect, disconnect or service the meter or the external current transformers (CTs). ALL POWER MUST BE DISCONNECTED!
2. Mount the meter using 35mm DIN Rail in a protected indoor location. If installing outdoors, a UL Listed Type 4 Enclosure is required.
3. IMPORTANT: Distinguish and then identify the Neutral and the Line(s) ('hot' wire(s), usually black or red). Label the Neutral and then, depending on your electrical system, assign labels as described below.

4. Meter installation shall include a disconnect, and labels to indicate:
  - a. In the case of the meter being installed on a circuit panel which has a Main Breaker, that this Main Breaker is the disconnect device for the meter.
  - b. In the case of the meter being installed on a circuit panel which DOES NOT have a Main Breaker, the location of the Main Breaker for that panel.
5. Tightening torque of terminals:  
All terminals: 4.4 in-lb. (0.5 Nm)

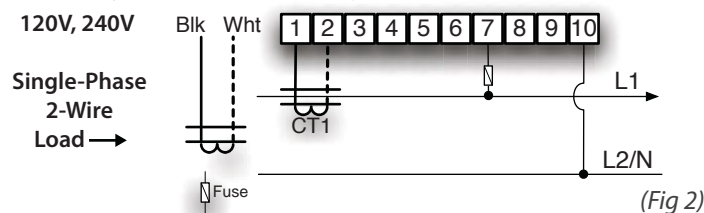


Load current	Power factor COSθ	Basic error %	
		Class 0.5	Class 1
0.05Ib	1.0	±1.0	±1.5
0.1Ib~Imax	1.0	±0.5	±1.0
0.1Ib	0.5(L)	±1.0	±1.5
	0.8(C)	±1.0	±1.5
0.2Ib~Imax	0.5(L)	±0.5	±1.0
	0.8(C)	±0.5	±1.0

(Fig 1)

### 120V, 2-Wire, Single Phase:

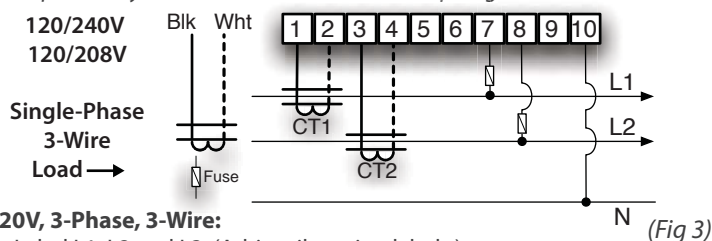
1. Label Line 1 as L1.
2. Fit CT1 around L1. Make sure the arrow is facing towards the load (in the direction of flow). (Fig 2)
3. Black CT wire connects to Port 1 on the Omnimeter. White CT wire connects to Port 2. (Fig 2)
4. With split core CTs, close the CT around the wire to be measured and press firmly until you feel and hear it click to indicate full closure. The buttons should be fully out. Use a zip tie to ensure the CTs remain securely closed.
5. To power the meter and get a voltage reference: Use a maximum 1.0 Amp inline fuse on L1. Connect one fuse holder pigtail to the breaker, lug or an appropriate line-tap device, and connect the other pigtail to 16-22 AWG UL rated stranded copper wire for connection to the meter.
6. L1 connects to Port 7 on the Omnimeter, Neutral to Port 10. (Fig 2)
7. Once the meter is properly mounted to the DIN Rail or enclosure and all wiring is completed, with terminal block covers installed, power can be turned back on.
8. Meter will then begin cycling through meter values. For details go to: [http://documents.ekmmetering.com/EKM\\_Metering\\_LCD\\_Display\\_Value\\_Reading.pdf](http://documents.ekmmetering.com/EKM_Metering_LCD_Display_Value_Reading.pdf)
9. A video of proper install of a 120V system can be found here: <http://www.youtube.com/watch?v=ky9sgr1LTMk>



(Fig 2)

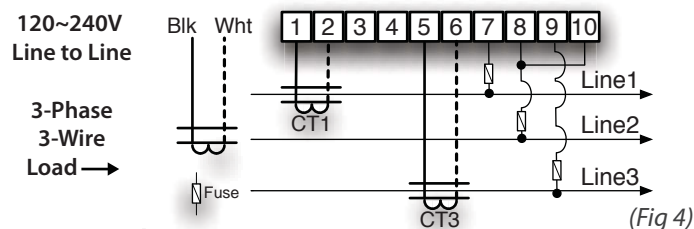
## 120/240V, 120/208V, Single Phase, 3-Wire:

1. Label L1 and L2. (Arbitrarily assign labels.)
2. You will be using 2 CTs for this install. Label them CT1 and CT2.
3. Fit CT1 around L1. Make sure the arrow is facing towards the load.
4. Fit CT2 around L2.
5. CT1: Black wire connects to Port 1. White wire connects to Port 2. (Fig3)
6. CT2: Black wire connects to Port 3. White wire connects to Port 4. (Fig3)
7. With split core CTs, close the CT around the wire to be measured and press firmly until you feel and hear it click to indicate full closure. The buttons should be fully out. Use a zip tie to ensure the CTs remain securely closed.
8. To power the meter and get a voltage reference: Use a maximum 1 Amp inline fuse on L1 and L2. Connect one fuse holder pigtail to the breaker, lug or an appropriate line-tap device, connect the other pigtail to 16-22 AWG UL rated stranded copper wire.
9. Tap into L1 at the breaker panel, with small stranded copper wire. This L1 tap connects to Port 7 on the Omnimeter. (Fig 3)
10. Tap into L2 at the breaker panel with small stranded copper wire. This L2 tap connects to Port 8 on the Omnimeter. (Fig 3)
11. Neutral connects to Port 10.
12. Once the meter is properly mounted to the DIN Rail or enclosure and all wiring is completed, with terminal block covers installed, power can be turned back on.
13. Meter will then begin cycling through meter values. For details go to: [http://documents.ekmmetering.com/EKM\\_Metering\\_LCD\\_Display\\_Value\\_Reading.pdf](http://documents.ekmmetering.com/EKM_Metering_LCD_Display_Value_Reading.pdf)
14. A video of a proper install of a 120V/240V system can be found here: <http://www.youtube.com/watch?v=TFxsMpQQg>



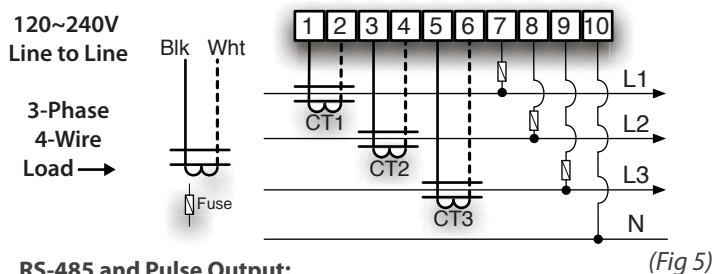
## 120V, 3-Phase, 3-Wire:

1. Label L1, L2 and L3. (Arbitrarily assign labels.)
2. You will be using 2 CTs for this install. Label them CT1 and CT3.
3. Fit CT1 around L1. Make sure the arrow is facing towards the load.
4. Fit CT3 around L3.
5. CT1: Black wire connects to Port 1. White wire connects to Port 2. (Fig4)
6. CT3: Black wire connects to Port 5. White wire connects to Port 6. (Fig4)
7. With split core CTs, close the CT around the wire to be measured and press firmly until you feel and hear it click to indicate full closure. The buttons should be fully out. Use a zip tie to ensure the CTs remain securely closed.
8. To protect the meter, use a max 1 Amp inline fuse on each line.
9. To power the meter and get a voltage reference: Tap into L1 at the breaker panel. Connect one fuse holder pigtail to the breaker, lug or an appropriate line-tap device, and connect the other pigtail to 16-22 AWG UL rated stranded copper wire for connection to the meter. This L1 tap connects to Port 7 on the Omnimeter. Tap into L2 and L3 and repeat the connection process. L2 tap connects to Port 8. Be sure to add a jumper to Port 10. (Fig 4) L3 tap connects to Port 9.
10. Once the meter is properly mounted to the DIN Rail or enclosure and all wiring is completed, with terminal block covers installed, power can be turned back on.
11. Meter will then begin cycling through meter values. For details go to: [http://documents.ekmmetering.com/EKM\\_Metering\\_LCD\\_Display\\_Value\\_Reading.pdf](http://documents.ekmmetering.com/EKM_Metering_LCD_Display_Value_Reading.pdf)
12. A video of a proper 120V-208V, 3-Wire, 3-Phase system can be found here: <http://www.youtube.com/watch?NR=1&v=upNgFNV6EDM>



## 120V-240V, 3-Phase, 4-Wire:

1. Label L1, L2 and L3. (Arbitrarily assign labels.)
2. You will be using 3 CTs for this install. Label them CT1, CT2 and CT3.
3. Fit CT1 around L1. Make sure the arrow is facing towards the load (in the direction of flow).
4. Fit CT2 around L2.
5. Fit CT3 around L3.
6. Black wire from CT1 connects to Port 1 on the Omnimeter. White wire from CT1 connects to Port 2. (Fig 5)
7. Black wire from CT2 connects to Port 3 on the Omnimeter. White wire from CT2 connects to Port 4. (Fig 5)
8. Black wire from CT3 connects to Port 5 on the Omnimeter. White wire from CT3 connects to Port 6. (Fig 5)
9. With split core CTs, close the CT around the wire to be measured and press firmly until you feel and hear it click to indicate full closure. The buttons should be fully out. Use a zip tie to ensure the CTs remain securely closed.
10. Use a max 1.0 Amp inline fuse on each line to protect the meter.
11. To power the meter and get a voltage reference: Tap into L1 at the breaker panel. Connect one fuse holder pigtail to the breaker, lug or an appropriate line-tap device, and connect the other pigtail to 16-22 AWG UL rated stranded copper wire for connection to the meter. L1 connects to Port 7. Tap into L2 and L3 and repeat the connection process. L2 connects to Port 8. L3 connects to Port 9. Neutral connects to Port 10. (Fig 5)
12. Once the meter is properly mounted to the DIN Rail or enclosure and all wiring is completed, with terminal block covers installed, power can be turned back on.
13. Meter will then begin cycling through meter values. For details go to: [http://documents.ekmmetering.com/EKM\\_Metering\\_LCD\\_Display\\_Value\\_Reading.pdf](http://documents.ekmmetering.com/EKM_Metering_LCD_Display_Value_Reading.pdf)
14. A video of proper install of a 120V-208V, 3-Phase, 4-Wire system can be found here: <http://www.youtube.com/watch?v=DeKiZddR0K8>



## RS-485 and Pulse Output:

- Terminal 20 (A) connects to RS-485+ or T+ on the RS-485 network. Terminal 21 (B) connects to RS-485- or T-. Terminal 22 (G) is used for the RS-485 network (signal) ground if needed. Observe proper RS-485 network topology. Twisted pair wiring is recommended. Shielded twisted pair may be beneficial in electrically noisy environments or for very long runs. RS-485 supports up to 256 devices on up to 4000 feet wire. Terminating resistors may be beneficial.
- Terminals 16 and 17 are for pulse output. Pulse rate: 800 Impulse/kWh. Polarity sensitive. Maximum 27VDC, 27mA.
- Red LED on the meter face flashes 800 times/kWh. 1 flash = 1.25Wh.



## Pulse Output:

Like all of our meters, the Omnimeter Pulse UL v.4 has a Pulse Output. The Pulse Output 1 pulses at a rate of 800 pulses per kilowatt hour when set to 200 amp current transformers. This is the same rate that the red LED flashes on the meter face – 800 times/kWh. It also has a Settable Pulse Output (S02). The Programmable Pulse output can be set in software to pulse anywhere from 1 pulse per kWh to 800 pulses per kWh (limits are dependent on CT ratio). These are unpowered electronic dry contact pulses that can be counted by standard electronic pulse counters. Pulse counters can be located up to 200 feet away from the Omnimeter Pulse UL v.4. Connect Pulse Counter to port 16 and port 14 (ground) for the Fixed Pulse Output (this pulses at the same rate as the red pulse output LED on the face of the meter) or port 15 and port 14 (ground) for the Settable Pulse Output. Pulse Width 90ms, Polarity Sensitive, max 27VDC, max 27mA.

CT Ratio	Impulse Constant	Settable impulse constant range
100/26.6	1600	1600, 800, 400, 320, 200, 160, 100, 80, 64, 50, 40, 32, 25, 20, 16, 10, 8, 5, 4, 2, 1
200/26.6	800	800, 400, 200, 160, 100, 80, 50, 40, 32, 25, 20, 16, 10, 8, 5, 4, 2, 1
400/26.6	400	400, 200, 100, 80, 50, 40, 25, 20, 16, 10, 8, 5, 4, 2, 1
800/26.6	200	200, 100, 50, 40, 25, 20, 10, 8, 5, 4, 2, 1
1000/26.6	160	160, 80, 40, 32, 20, 16, 10, 8, 5, 4, 2, 1
2000/26.6	80	80, 40, 20, 16, 10, 8, 5, 4, 2, 1
4000/26.6	40	40, 20, 10, 8, 5, 4, 2, 1
5000/26.6	32	32, 16, 8, 4, 2, 1

(Fig 6)

## Pulse Input:

The Omnimeter Pulse UL v.4 can also count the pulses from up to 3 different pulse output devices. These could be pulses from our Pulse Output Water and Gas Meters or from any other unpowered dry contact pulse output device. Pulse Input ratios can be set in software from 1 to 9999 pulses per increment. The state of the 3 Inputs can also be polled in software, the Omnimeter Pulse UL v.4 will return a High or Low state for each pin in real-time (use this for sensing switch states, open or closed doors, etc). Connect Pulse Generator or Switching Sensor to each of the 3 Pulse Inputs. Connect all grounds to port 14 and each of up to 3 Pulse Generators to ports 11, 12, or 13.

## Relay Control:

The Omnimeter Pulse UL v.4 comes with 2 controllable relay outputs. These can be controlled via software. You can set the outputs to be high or low to drive an external relay. The outputs are both 50 mA at 12 volts DC. Control lights, motors, etc by controlling relays. The Relay Control Outputs can also be set to go on or off from 1 to 9999 seconds. The realtime state of the outputs can also be polled via software, such as our EKM Dash. The outputs can also be used to power an external device (Wireless 485Bee Module, sensors, etc). Connect 12VDC (50mA max) relays, LED indicators, or buzzers to port 17 (ground) and port 19 for Output1 or port 17 (ground) and port 18 for Output2.

## Working Principle:

When the meter is working, the energy consumed by the user is transformed into voltage and current signals, which are sampled by sample circuits. A pulse signal is then produced by a specialized IC. The Pulse signal is directly proportional to power consumption. The MCU records and stores the corresponding energy use. The LCD screen displays the energy use. Recorded information and data can be transferred using the RS485 interface.

## Transport and Handling:

The meter should be handled with care, as there are precision components inside that could break and/or cause faulty readings should the meter become damaged. The process of transportation, handling, and installation should be done according to the transportation and storage rule of GB/T15464-1995. Keep the meter in the original packaging when stored. The storage temperature range should be 0–40°C. The relative humidity should be ≤85%. There should be no toxic chemicals present and no corrosive substances or gases in the air. The meters should be stacked on a platform no more than ten units high.

## Warranty:

Within ten years from the date of sale, and on the condition that the user abide by the specifications and installation instructions listed here, and the sealing is kept completely intact. If the meter does not correspond with the rule of the enterprise standard, the meter shall be repaired free or replaced.

UL Approved Current Transformers			
Part Number	Type	Inside Diameter	Max Amperage
EKM BCT-013-200	Solid Core	13mm	200A
EKM BCT-015-200	Solid Core	15mm	200A
EKM BCT-025-200	Solid Core	25mm	200A
EKM BCT-025-400	Solid Core	25mm	400A
EKM SCT-013-200	Split Core	13mm	200A
EKM SCT-023-400	Split Core	23mm	400A
EKM SCT-032-400	Split Core	32mm	400A

(Fig 7)

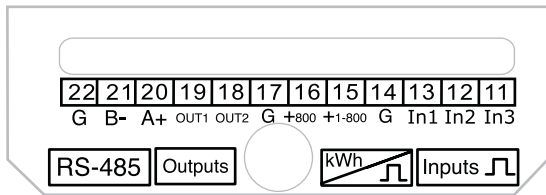
## Data:

The LCD display shows 42 pieces of data. Every five seconds the LCD screen will display a new piece of data. The meter also provides max demand(kW) data and the demand period can be set to one of three intervals: 15minutes, 30 minutes, or 60 minutes. The max demand can be reset to zero in software over RS485. The meter has four time-of-use tariffs(T1, T2, T3, T4) to calculate the power during different time periods, and it can set up to four time periods per day, and specify the number of the tariff for that period(from T1 to T4). The meter time can be set using the RS485 interface. By design the main kWh registers 01 and 02 cannot be reset, though registers 39 and 40 can be reset. The meter will go at least 30 years without power and still keep its kWh readings. In other words, the memory will not be erased if there is no power. See Fig 8 below for a list of all 42 data values.

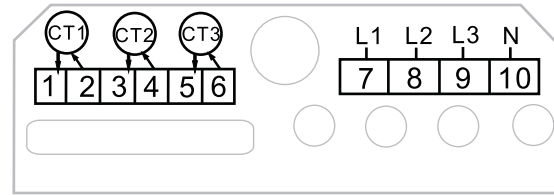
#	LCD Display Data	#	LCD Display Data	#	LCD Display Data
01	Total kWh	15	Cos $\theta$ L3	29	Pulse Count 1
02	Reverse kWh	16	T1 kWh (Time of Use 1)	30	Pulse Count 2
03	Volts L1 (Line 1)	17	T2 kWh	31	Pulse Count 3
04	Volts L2	18	T3 kWh	32	kWh on L1 (Line 1)
05	Volts L3	19	T4 kWh	33	Reverse kWh on L1
06	Amps L1	20	Reverse T1 kWh	34	kWh on L2
07	Amps L2	21	Reverse T2 kWh	35	Reverse kWh on L2
08	Amps L3	22	Reverse T3 kWh	36	kWh on L3
09	Watts L1	23	Reverse T4 kWh	37	Reverse kWh on L3
10	Watts L2	24	VARs L1 (Reactive)	38	Total KVARh (Reactive Total kWh)
11	Watts L3	25	VARs L2	39	Resettable kWh
12	Watts Total	26	VARs L3	40	Resettable Reverse kWh
13	Cos $\theta$ L1 (Power Factor)	27	VARs Total	41	3 Inputs High/Low
14	Cos $\theta$ L2	28	Frequency (Hz)	42	Maximum Demand

(Fig 8)

## Terminal Block Layout:



(Fig 9)



(Fig 10)

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION TO CONSIDER FUTURE APPROPRIATIONS AND  
ENCUMBRANCES FOR ABOVE GROUND WORK ASSOCIATED WITH  
NEIGHBORHOOD PROJECTS IN ANTICIPATION OF GENERAL OBLIGATION  
(G.O. ) BOND FUNDS**

---

**ANALYSIS:**

Discussion at Committee.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE COMMUNITY PARK (FKA) PAR 3 PROJECT**

---

### **ANALYSIS:**

On March 11, 2015, City Commission accepted the recommendation of the Neighborhoods/Community Affairs Committee to authorize Administration to utilize the conceptual plan prepared by the Planning Department as a basis to prepare a Request for Qualifications (RFQ) for final design.

On May 19, 2016 the City executed an agreement with Savino Miller Design Studio for the Landscaping, Architectural and Engineering Design Services for the Future Community Park Project.

The park will be developed on the 19.4 acre former Par 3 Golf Course as a natural passive park. The proposed elements include a central lake; open meadows and informal open play field areas; landforms; pavilion; tennis courts (6) with restroom facilities; children's playground; dog park; boardwalk and pathways; security lighting; vita course and fitness cluster; butterfly garden; linear water feature and parking lot. The passive park will preserve landmark specimen trees and pastoral spaces.

On June 6, 2017 the City Commission directed staff to proceed and to present the project at the Design Review Board (DRB). Staff was also directed to add lighting to the tennis courts.

On September 5, 2017 the conceptual drawings and renderings for the project were presented at the DRB meeting. A shortened version of the DRB package is attached (Exhibit A). The DRB recommended the approval of the project with certain conditions (Exhibit B).

The estimated total budget (Exhibit C) required is \$18,301,375. However, \$1,211,537 has been encumbered for contract and fees, leaving a net total budget requirement of \$17,089,838. The current available budget is \$3,894,934, therefore requiring additional funding in the amount of \$13,194,904.

The available budget includes \$800,000, set aside for impending pollution remediation as required by Miami Dade County Regulatory and Economic Resources (RER)/permitting process.

### **CONCLUSION:**

Staff is seeking direction on how to proceed.

**ATTACHMENTS:**

Description		Type
❏	Exhibit A - Park Drawing Slideshow	Other
❏	Exhibit B - DRB Memorandum	Memo
❏	Exhibit C - Estimated Budget	Other

# EXHIBIT A

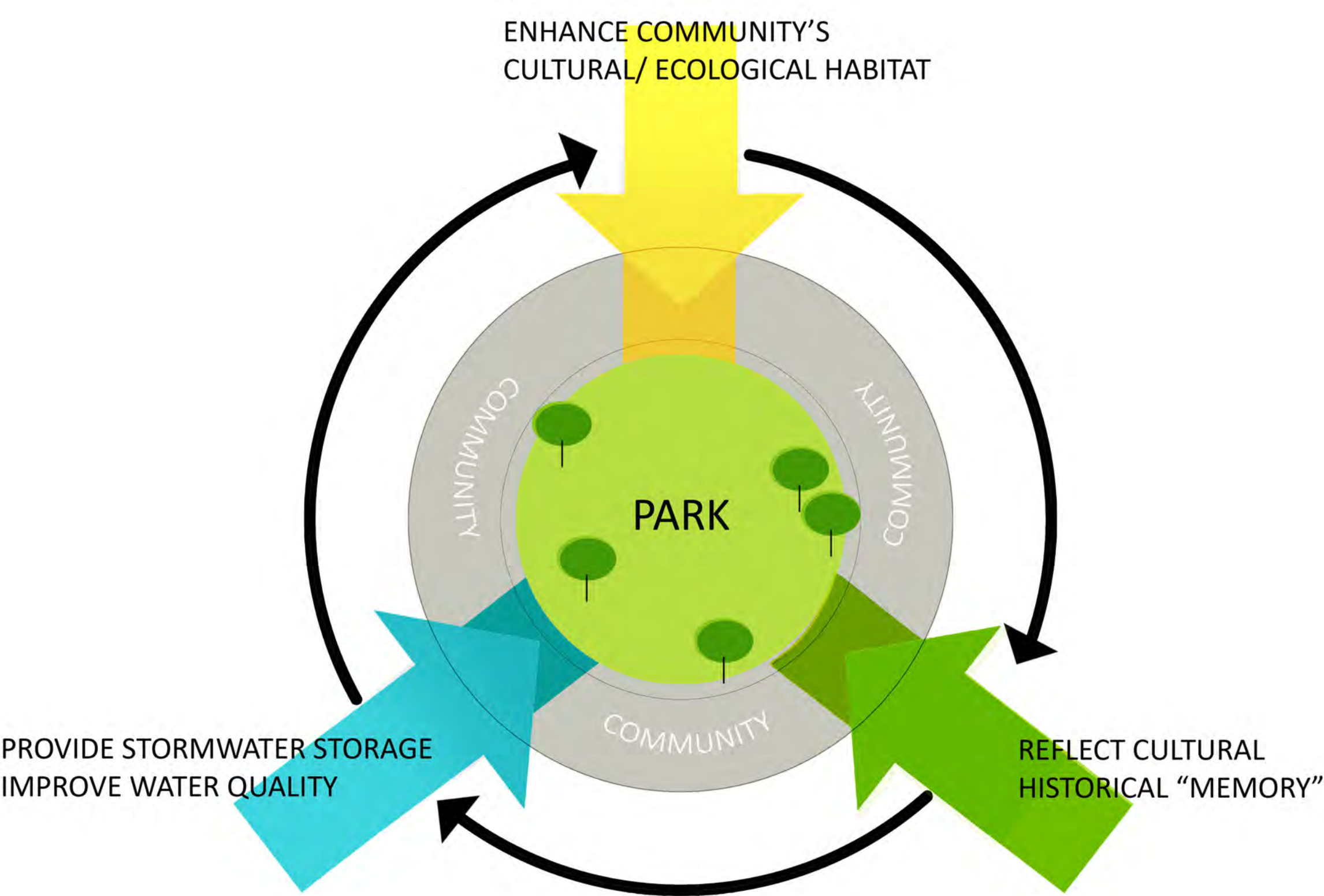
## CITY OF MIAMI BEACH Finance & Citywide Projects Committee

February 23, 2018



To create a passive park of natural beauty for community enjoyment and enrichment, reflecting our island's culture and ecology while serving as a model of sustainability, stewardship and resilience.

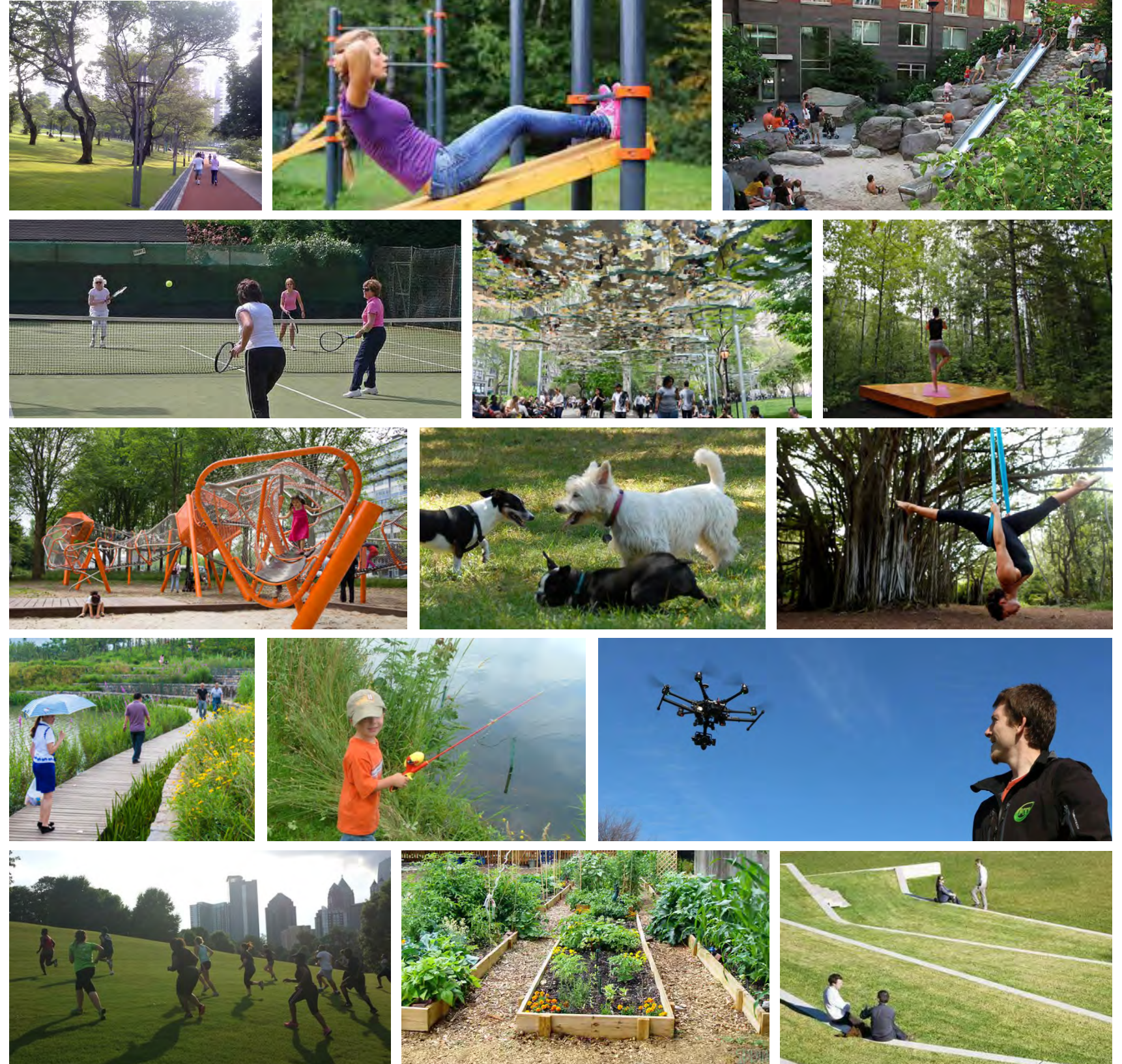






# PROGRAM & ACTIVITIES

Lake	Boardwalks Fishing Bird Watching	Amphitheater Gathering
Trail	Walking Jogging Vita course	Biking Skating
Playground	2-3 yr old play 5+ yr old play	
Tennis Facilities	Courts Shelters Seating	Restrooms Office Pro Shop
Dog Park	Small dog play Large dog play Splash pad	
Education	Arboretum Community garden Butterfly garden Lake, Aquatic Littoral Zone	
Hills & Lawns	Fitness Contemplation Yoga	Open play Droning Disc golf











Cut & Fill














# SITE FUNCTIONAL DIAGRAM

## PEDESTRIAN USE

-  Bus Stops
-  Existing Sidewalk
-  Major Traffic
-  Existing Bike Lane
-  Proposed Sidewalk
-  Proposed Bike Lane

## PARK ZONES



-  Parking
-  Entry
-  Active Recreation
-  Passive Recreation
-  Pollinator Garden
-  Pet Friendly
-  Central Lake
-  Swale
-  Littoral Zone
-  Changes in Elevation
-  View shed





## LEGEND

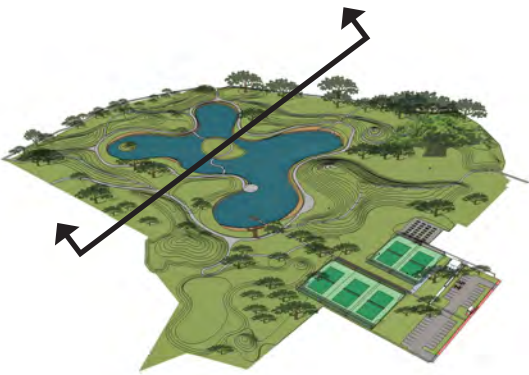
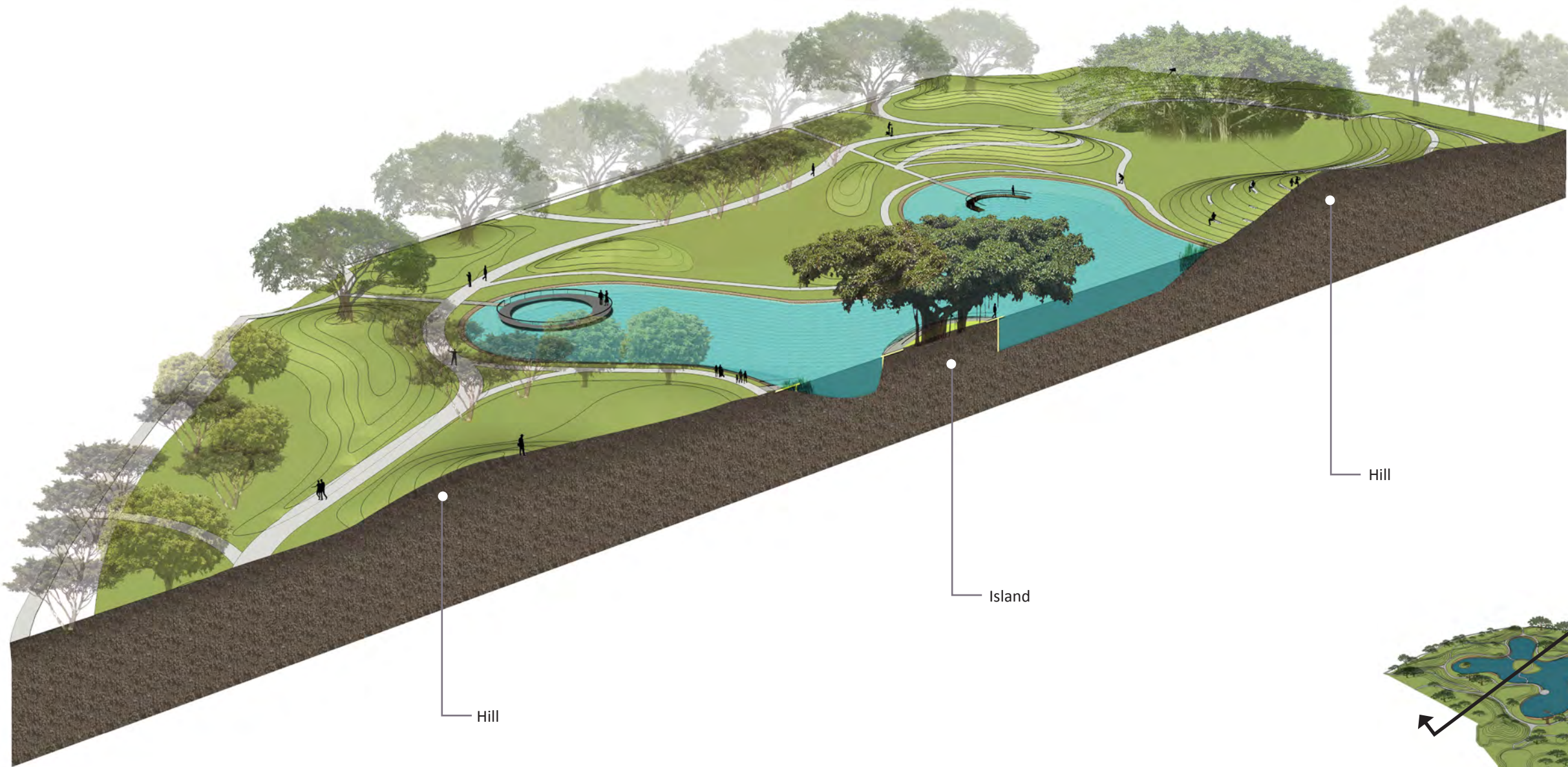
- 1 Playground
- 2 Bus stop
- 3 Tennis Courts
- 4 Tennis Facility and Bathroom
- 5 Parking
- 6 Dog Park
- 7 Entrance Plaza
- 8 Butterfly Garden
- 9 Amphitheater
- 10 Sunset Terrace
- 11 Lake & Islands
- 12 Vita Course
- 13 Meadow
- 14 Open Play
- 15 Overlook
- 16 Pavilions
- 17 Linear Water Feature
- 18 Park Signage
- 19 Community Garden

-  Trail System (5')
-  Vita course / Maintenance / Emergency





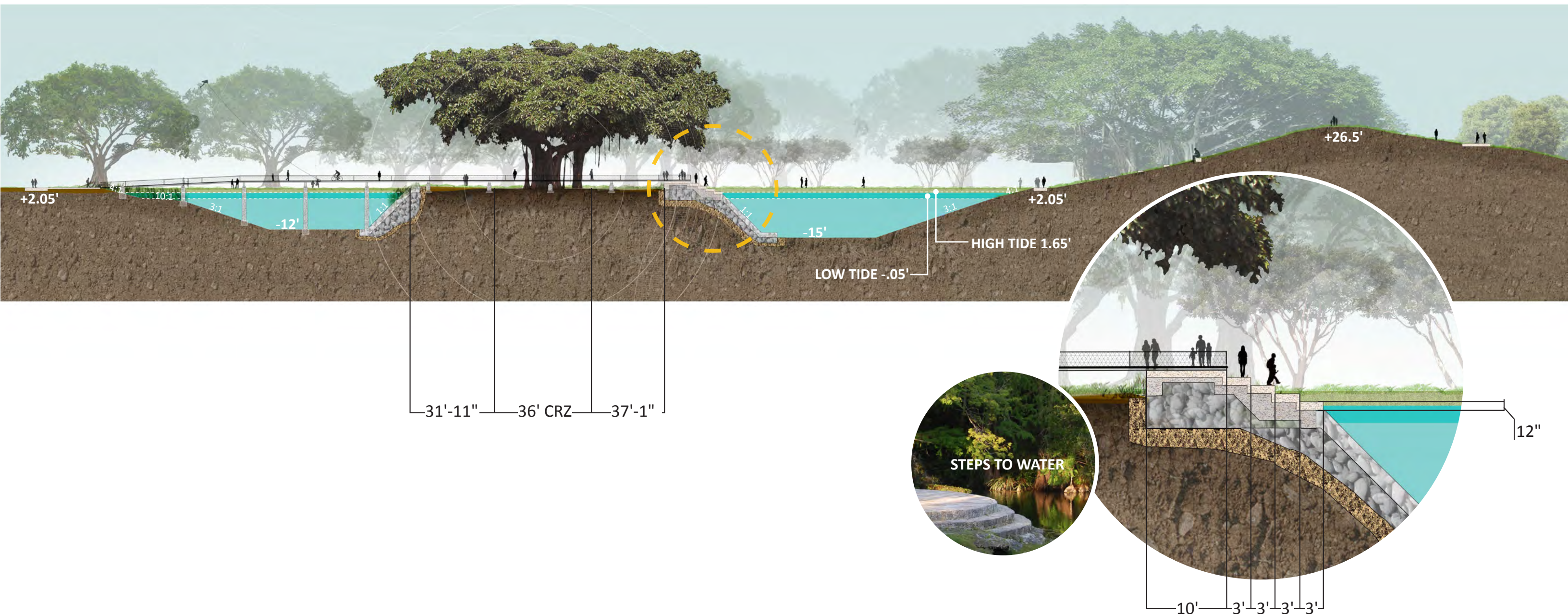
SITE AXONOMETRIC





# ISLAND SECTION

SECTION A-A'





# PLANT COMMUNITIES



Live Oak



Gumbo-limbo



Mahogany



Florida Royal Palm



Wild Tamarind



Wild coffee



Sword fern



Sea Ox-eye Daisy



Seaside Goldenrod



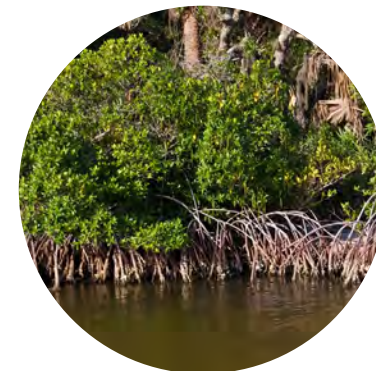
Black Needle Rush



Smooth Cordgrass



Green buttonwood



Red mangrove



Saltgrass





MATERIALS



Wood Boardwalk



Metal Grating



Boardwalks: **0.19 Miles**







## 28TH STREET ENTRANCE





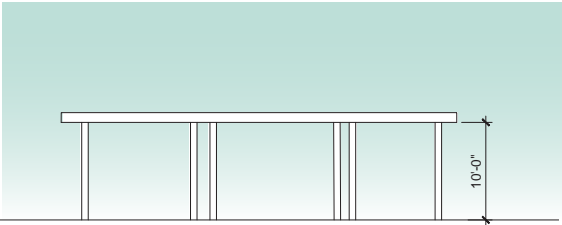
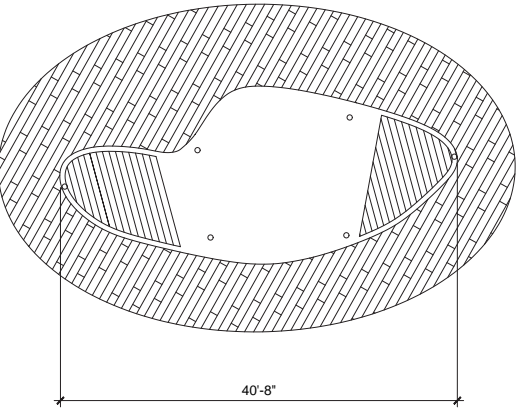


# BOARDWALK & BANYAN TREE





# PAVILION + SHADE STRUCTURES

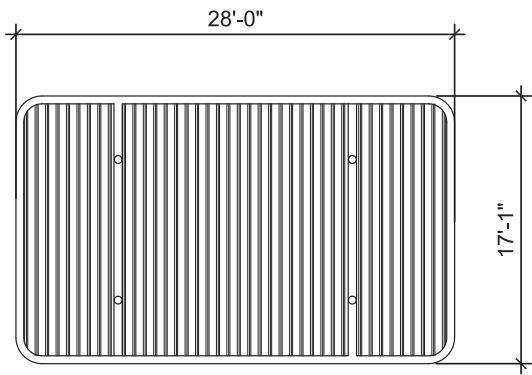


1 SHADE PAVILION  
A-1 SCALE: 1/4" = 1'-0"

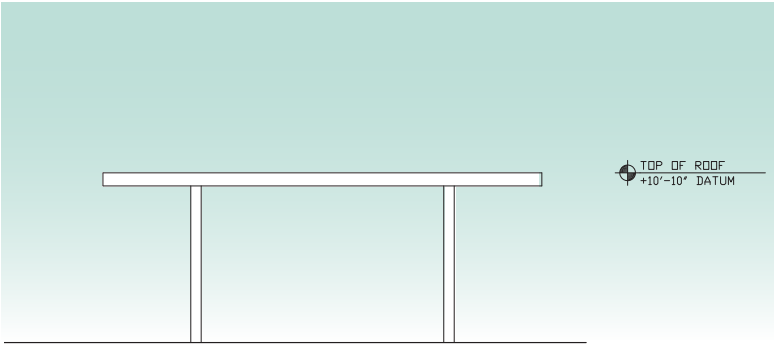




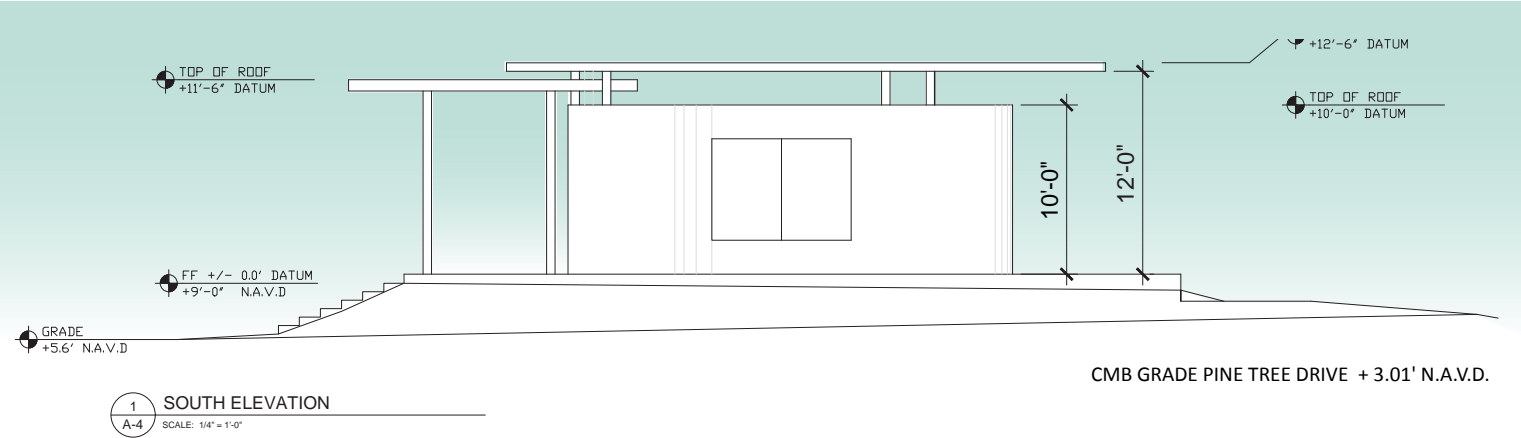
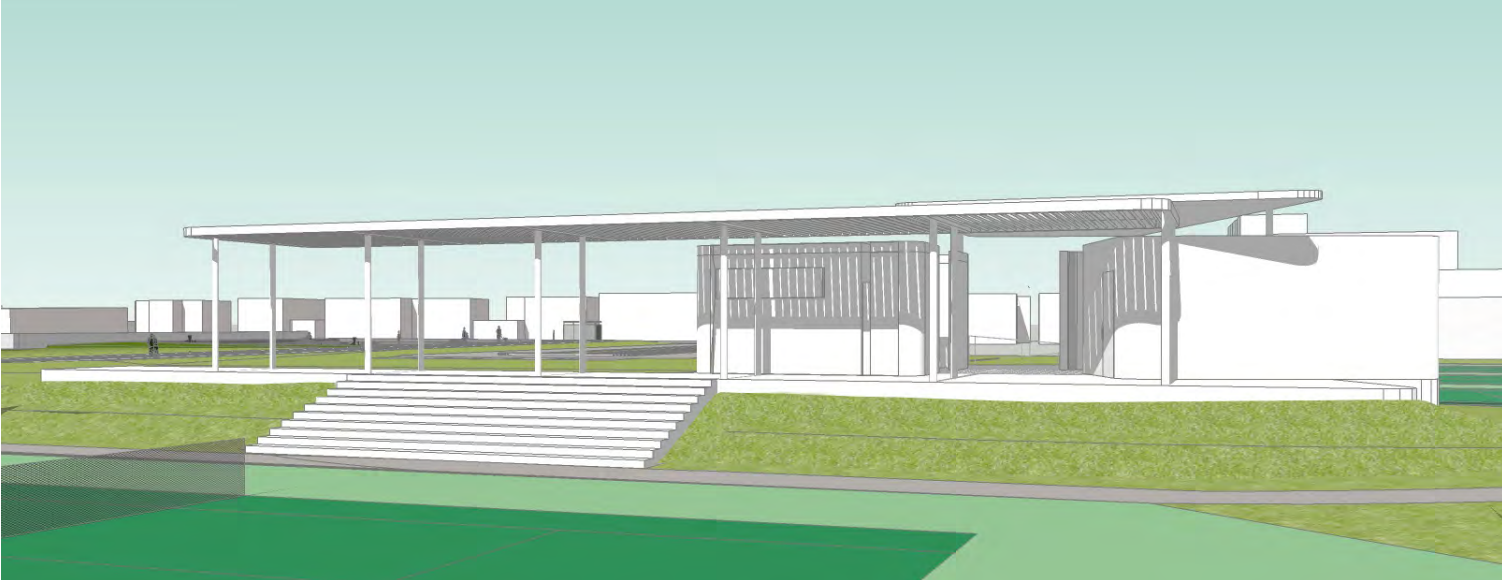
TENNIS FACILITY



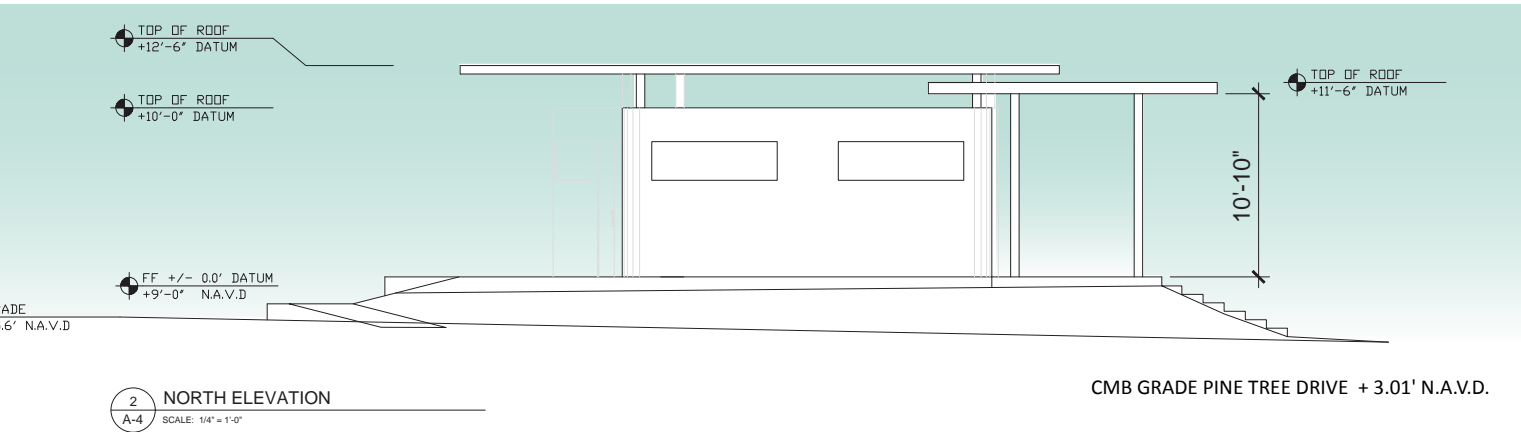
TENNIS SHADE STRUCTURE - ROOF PLAN



TENNIS SHADE STRUCTURE - ELEVATION



CMB GRADE PINE TREE DRIVE + 3.01' N.A.V.D.



CMB GRADE PINE TREE DRIVE + 3.01' N.A.V.D.



Concrete panels



# TENNIS COURTS



TENNIS COURTS FENCE



FENCE CONFIGURATION



FENCE DETAIL



WIND SCREEN

TENNIS COURTS LIGHTING

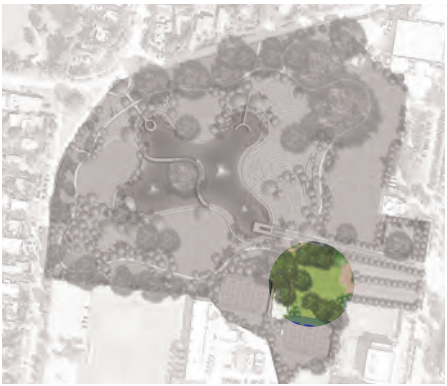


MH : 25'







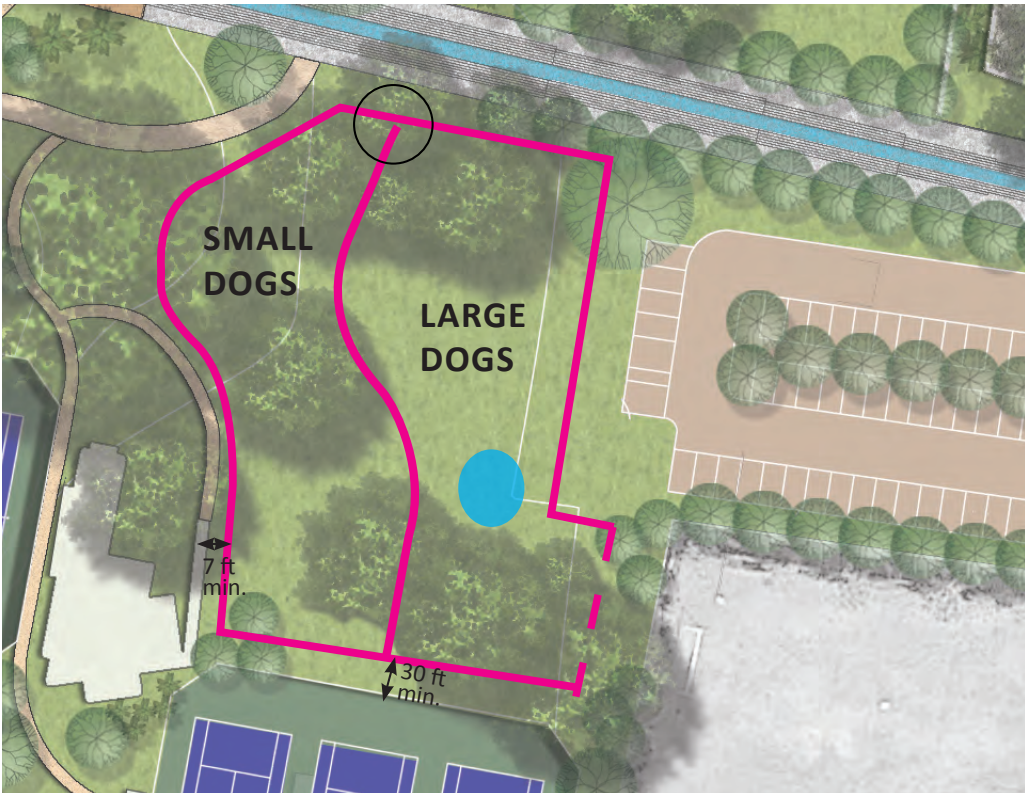
# DOG PARK

Key Plan 



**LEGEND**

-  Entrance
-  New Fence
-  Existing Fence
-  Splash Pad



Splash Pad



Fence

# VITA COURSE



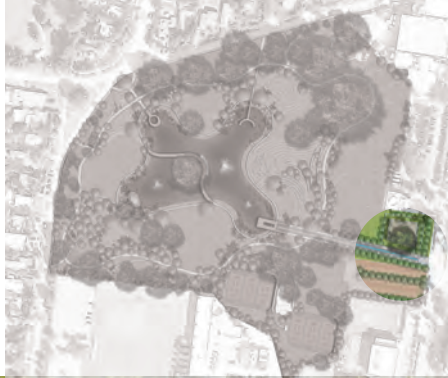




# BUTTERFLY GARDEN, SOUTH SIDE



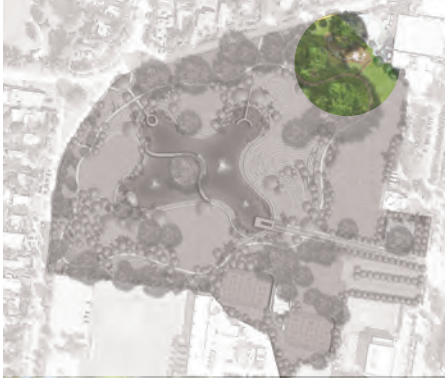




EAST ENTRANCE



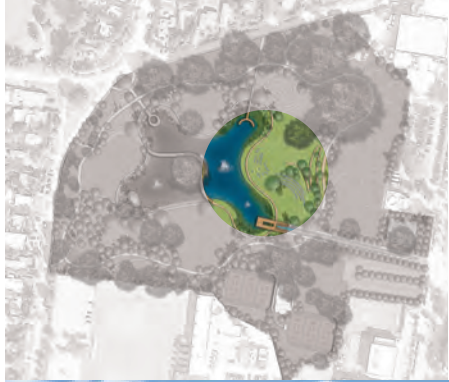




# PLAYGROUND

























# AMPHITHEATER



PROGRAM SPECIFICATIONS FOR SITE PLAN

	Miles of Vita Course Loop	0.52
	Miles of Pathway	0.82
	Miles of Trails	1.34
	Miles of Boardwalks	0.19
	Acres of Open Play	2.73
	Acres of Meadow	2.30
	Acres of Open Lawns	5.03
	Acres of Hills	2.55
	Acres of Lake	1.65
	Acres of Littoral Zone	0.5
	Acres of Lake with Littoral Zone	2.15
	Acres Playground	0.5
	Acres Dog Park	0.55
	Tennis Courts	6
	Acres Parking Lot	0.63
	Parking Stalls	90
	Restroom	1*

-  Hills + 5%
  -  Meadows 0% - 5% ( with occasional trees and palms )
  -  Open play < 2% Slope
- \*Open play + Meadows = Open lawns





# VIDEO

# PROJECT TEAM

**City of Miami Beach - CIP**  
Client

**Savino & Miller Design Studio (PRIME)**  
Landscape Architect & Master Planning

**3TCI, Inc.**  
Survey and GIS

**Ardaman & Associates**  
Geotechnical Engineering

**Aquadynamics Design Group, Inc.**  
Aquatic Engineer

**Coastal Systems International, Inc.**  
Civil & Environmental Engineering, Site Grading  
and Drainage

**Construction Management Services, Inc.**  
Cost Estimating

**Douglas Wood Associates, Inc.**  
Structural Engineer

**EE&G Environmental Services, Inc.**  
Environmental Engineering and Permitting

**Global Sports & Tennis Design Group, LLC.**  
Tennis Court Design

**Tropical Designs of Florida**  
Arborist

**William Lane**  
Architecture

**Kenneth Di Donato, Inc.**  
Irrigation Design

**Johnson, Avedano, Lopez, Rodriguez & Walewski  
Engineering Group, Inc. (JALRW)**  
MEP



Coastal Systems, Savino Miller Design Studio,  
JALRW & Kenneth DiDonato



William Lane



Coastal Systems, Savino Miller Design Studio,  
William Lane, JALRW & Kenneth DiDonato



Douglas Wood

THANK YOU!



# MIAMI BEACH

## PLANNING DEPARTMENT

### Staff Report & Recommendation

### Design Review Board

TO: DRB Chairperson and Members

DATE: September 05, 2017

FROM: Thomas R. Mooney, AICP  
Planning Director

SUBJECT: DRB17-0125  
**2300 Pine Tree Drive/2795 Prairie Avenue – Community Park**

The applicant, the City of Miami Beach, is requesting Design Review Approval for the substantial improvements of a former golf course into a community park including the installation of a lake, dog park areas, tennis courts, a restroom and storage facility, and parking area, in addition to other features.

**Recommendation:**

Approval with conditions

**LEGAL DESCRIPTION:** See EXHIBIT 'A'

**BACKGROUND:**

The subject Community Park is proposed on the site of the former 9-hole Bayshore Municipal Par 3 Golf Course. The subject site has been slated for renovation by the City of Miami Beach since 2009. As the renovation project has progressed, the City Commission added and modified items from the original scope.

The City's Planning Department was tasked with developing a conceptual design for the newly designated park project. Representatives from the Planning Department presented their conceptual design to the Parks and Recreation Facilities Advisory Board, Neighborhoods and Community Affairs Committee (NCAC), and City Commission. Additionally, a community meeting was held to gain additional public input. The City Commission approved the concept and the issuance of a Request for Qualifications (RFQ) on Sept 2, 2015.

As part of the project due diligence, the design team had a Phase II Environmental Site Assessment conducted to assess the potential presence of arsenic and other related chemicals of concern in the soil and groundwater on the site, which may have resulted from the historic use of the property as a golf course. The results of the assessment concluded the presence of contaminants at the site. Miami-Dade County responded with a letter to the City recommending that a temporary engineering control be installed around two areas where the soil sample results indicated elevated levels of contaminants. As such, temporary fencing has been installed to prevent access to these areas by the public and reduce potential exposure. These areas will be remediated during the construction of Community Park.

On January 12, 2017, the Parks and Recreation Facilities Advisory Board reviewed the

initial design and requested modifications that included the reduction of a proposed free form lake to approximately 1 acre and an increase in flat green space.

**HISTORY:**

Bayshore Municipal Park Golf Course was designed in 1940 by Bruce Devlin. After the war, most of the land was set aside for City of Miami Beach building projects and the old northern part of the course was used to build the Miami Beach Par 3 Golf Course, a 9-hole executive style course.

Located in the Central Bayshore neighborhood of Miami Beach, the site contains approximately 49.4 acres that are nestled within the single family residences along Prairie Avenue and West 29<sup>th</sup> Street; Miami Beach High and the Hebrew Academy; the City of Miami Beach Public Work Yards, multi-family residences along Pine Tree Drive and the Scott Rakow Youth Center.

**SITE DATA:**

Zoning: GU  
Future Land Use: ROS, Recreation Open Space

Lot Size: ±845,064 SF (±19 acres)  
Grade: ±4.23' NGVD  
Flood: +8.0' NGVD  
Difference: +3.77' NGVD  
Adjusted Grade: +6.12' NGVD

Existing Pervious Area: 844,656 SF | 19.39 acres  
Existing Impervious Area: 408 SF (Pump Station)  
Proposed Pervious Area: 628,494 SF | 14.43 acres  
Proposed Impervious Area: 144,696 SF | 3.32 acres  
Proposed Lake: 71,874 SF | 1.65 acres  
Proposed Tennis Building: 2,367 SF  
Parking: 75 spaces

**LAND USES:**

East: Single Family Residential and Multi-Family Residential  
North: Single Family Residential  
South: GU, Miami Beach High and Hebrew Academy  
West: Single Family Residential

**THE PROJECT:**

The applicant has submitted plans and renderings entitled "Community Park Improvements, City of Miami Beach, Florida, Design Review Application – Final Submittal" by **Savino & Miller Design Studio**; dated, signed sealed March 20, 2017.

The applicant is proposing to develop the 19.4 acre former PAR 3 Golf Course located at 2300 Pine Tree Drive/2795 Prairie Avenue as a natural, passive public park with a central lake, open playing fields, tennis courts and facility, dog park, pathways, vita course and a parking lot for approximately 90 cars.



#### **ACCESSIBILITY COMPLIANCE**

Additional information will be required for a complete review for compliance with the Florida Building Code 2001 Edition, Section 11 (Florida Accessibility Code for Building Construction). These and all accessibility matters shall require final review and verification by the Building Department prior to the issuance of a Building Permit.

#### **CONCURRENCY DETERMINATION:**

A final concurrency determination shall be conducted prior to the issuance of a Building Permit. Mitigation fees and concurrency administrative costs, if required, shall be paid prior to the project receiving any Building Permit.

#### **CONSISTENCY WITH COMPREHENSIVE PLAN:**

A preliminary review of the project indicates that the proposed **recreational use** appears to be **consistent** with the ROS designation of the Future Land Use Map of the 2025 Comprehensive Plan. The main permitted uses in the ROS, Recreation Open Space Element are recreation and open space facilities.

#### **COMPLIANCE WITH ZONING CODE:**

A preliminary review of the project indicates that the application, as proposed, appears to be consistent with the City Code. The above noted comments shall not be considered final zoning review or approval. These and all zoning matters shall require final review and verification by the Zoning Administrator prior to the issuance of a Building Permit.

#### **COMPLIANCE WITH DESIGN REVIEW CRITERIA:**

Design Review encompasses the examination of architectural drawings for consistency with the criteria stated below with regard to the aesthetics, appearances, safety, and function of the structure or proposed structures in relation to the site, adjacent structures and surrounding community. Staff recommends that the following criteria is found to be satisfied, not satisfied or not applicable, as hereto indicated:

1. The existing and proposed conditions of the lot, including but not necessarily limited to topography, vegetation, trees, drainage, and waterways.  
**Satisfied**
2. The location of all existing and proposed buildings, drives, parking spaces, walkways, means of ingress and egress, drainage facilities, utility services, landscaping structures, signs, and lighting and screening devices.  
**Satisfied**
3. The dimensions of all buildings, structures, setbacks, parking spaces, floor area ratio, height, lot coverage and any other information that may be reasonably necessary to determine compliance with the requirements of the underlying zoning district, and any applicable overlays, for a particular application or project.  
**Satisfied**

4. The color, design, selection of landscape materials and architectural elements of Exterior Building surfaces and primary public interior areas for Developments requiring a Building Permit in areas of the City identified in section 118-252.  
**Satisfied**
5. The proposed site plan, and the location, appearance and design of new and existing Buildings and Structures are in conformity with the standards of this Ordinance and other applicable ordinances, architectural and design guidelines as adopted and amended periodically by the Design Review Board and Historic Preservation Boards, and all pertinent master plans.  
**Satisfied**
6. The proposed Structure, and/or additions or modifications to an existing structure, indicates a sensitivity to and is compatible with the environment and adjacent Structures, and enhances the appearance of the surrounding properties.  
**Not Applicable**
7. The design and layout of the proposed site plan, as well as all new and existing buildings shall be reviewed so as to provide an efficient arrangement of land uses. Particular attention shall be given to safety, crime prevention and fire protection, relationship to the surrounding neighborhood, impact on contiguous and adjacent Buildings and lands, pedestrian sight lines and view corridors.  
**Satisfied**
8. Pedestrian and vehicular traffic movement within and adjacent to the site shall be reviewed to ensure that clearly defined, segregated pedestrian access to the site and all buildings is provided for and that all parking spaces are usable and are safely and conveniently arranged; pedestrian furniture and bike racks shall be considered. Access to the Site from adjacent roads shall be designed so as to interfere as little as possible with traffic flow on these roads and to permit vehicles a rapid and safe ingress and egress to the Site.  
**Not Applicable**
9. Lighting shall be reviewed to ensure safe movement of persons and vehicles and reflection on public property for security purposes and to minimize glare and reflection on adjacent properties. Lighting shall be reviewed to assure that it enhances the appearance of structures at night.  
**Satisfied**
10. Landscape and paving materials shall be reviewed to ensure an adequate relationship with and enhancement of the overall Site Plan design.  
**Not Satisfied**
11. Buffering materials shall be reviewed to ensure that headlights of vehicles, noise, and light from structures are adequately shielded from public view, adjacent properties and pedestrian areas.  
**Not Applicable**



12. The proposed structure has an orientation and massing which is sensitive to and compatible with the building site and surrounding area and which creates or maintains important view corridor(s).  
**Satisfied**
13. The building has, where feasible, space in that part of the ground floor fronting a street or streets which is to be occupied for residential or commercial uses; likewise, the upper floors of the pedestal portion of the proposed building fronting a street, or streets shall have residential or commercial spaces, shall have the appearance of being a residential or commercial space or shall have an architectural treatment which shall buffer the appearance of the parking structure from the surrounding area and is integrated with the overall appearance of the project.  
**Not Applicable**
14. The building shall have an appropriate and fully integrated rooftop architectural treatment which substantially screens all mechanical equipment, stairs and elevator towers.  
**Not satisfied**
15. An addition on a building site shall be designed, sited and massed in a manner which is sensitive to and compatible with the existing improvement(s).  
**Not Applicable**
16. All portions of a project fronting a street or sidewalk shall incorporate an architecturally appropriate amount of transparency at the first level in order to achieve pedestrian compatibility and adequate visual interest.  
**Not Applicable**
17. The location, design, screening and buffering of all required service bays, delivery bays, trash and refuse receptacles, as well as trash rooms shall be arranged so as to have a minimal impact on adjacent properties.  
**Not Applicable**
18. In addition to the foregoing criteria, subsection [118-]104(6)(t) of the City Code shall apply to the design review board's review of any proposal to place, construct, modify or maintain a wireless communications facility or other over the air radio transmission or radio reception facility in the public rights-of-way.  
**Not Applicable**
19. The structure and site complies with the sea level rise and resiliency review criteria in Chapter 133, Article II, as applicable.  
**Not Satisfied; see below**

**COMPLIANCE WITH SEA LEVEL RISE AND RESILIENCY REVIEW CRITERIA**



Section 133-50(a) of the Land Development establishes review criteria for sea level rise and resiliency that must be considered as part of the review process for board orders. The following is an analysis of the request based upon these criteria:

- (1) A recycling or salvage plan for partial or total demolition shall be provided.  
**Not Satisfied**  
**A recycling plan shall be provided as part of the submittal for a demolition/building permit to the building department**
- (2) Windows that are proposed to be replaced shall be hurricane proof impact windows.  
**Not Applicable**
- (3) Where feasible and appropriate, passive cooling systems, such as operable windows, shall be provided.  
**Not Satisfied**  
**Window drawings and schedules shall be included as part of the construction document submittal for a demolition/building permit to the Building Department.**
- (4) Whether resilient landscaping (salt tolerant, highly water-absorbent, native or Florida friendly plants) will be provided.  
**Satisfied**
- (5) Whether adopted sea level rise projections in the Southeast Florida Regional Climate Action Plan, as may be revised from time-to-time by the Southeast Florida Regional Climate Change Compact, including a study of land elevation and elevation of surrounding properties were considered.  
**Not Satisfied**  
**Sea Level Rise projections were not taken into account.**
- (6) The ground floor, driveways, and garage ramping for new construction shall be adaptable to the raising of public rights-of-ways and adjacent land.  
**Satisfied**
- (7) Where feasible and appropriate, all critical mechanical and electrical systems shall be located above base flood elevation.  
**Satisfied**
- (8) Existing buildings shall be, where reasonably feasible and appropriate, elevated to the base flood elevation.  
**Not Applicable**
- (9) When habitable space is located below the base flood elevation plus City of Miami Beach Freeboard, wet or dry flood proofing systems will be provided in accordance with Chapter of 54 of the City Code.  
**Satisfied**

- (10) Where feasible and appropriate, water retention systems shall be provided.

**Satisfied**

**STAFF ANALYSIS:**

The key components of the concept design for the future Community Park include the development of an appropriate range of spaces and facilities for general and passive recreation, such as, open play areas, walking paths, lakes, landscape areas and tennis courts; maintaining certain elements of the existing topography; and providing accessibility to the neighboring community. Planning Department staff utilized examples of park elements from well-known parks throughout the country and incorporated these elements into the conceptual design. City staff also worked closely with representatives from the Police Department to ensure that the design contemplated security elements that would ensure safety for park visitors and the neighboring community.

The Community Park is conceived and programmed as a predominantly passive park, designed as an undulant landscape interspersed with plains of open, green areas, and a central, one acre amorphous- shaped lake. The main entrance plaza to the park is sited on Pine Tree Drive, programmed with parking for 75 vehicles. Adjacent to the plaza is a pedestrian axis, flanking a linear water feature, which pierces through the park and terminates at the central lake as an overlook. Six tennis courts with a tennis facility and bathroom, and a new surface lot parking are sited south of the axis. To the north and east of the main entrance the remainder of the program, which includes a dog park, an amphitheater, meadows, open green areas, an ADA children's playground and a vita course, are proposed along meandering walkways and bridges that encircle the lake.

In addition to the many community benefits that the proposed park offers, it is also an excellent example of implementing nature-based design solutions to City projects. With a hydrological analysis conducted by City, the lake is designed to improve storm water quality for the surrounding neighborhood before it is discharged into the Indian Creek.

In summary, staff is supportive of the proposal for the Community Park and recommends approval of the design.

**RECOMMENDATION:**

In view of the foregoing analysis, staff recommends the application be **approved**, subject to the conditions enumerated in the attached Draft Order, which address the inconsistencies with the aforementioned Design Review criteria and Sea Level Rise criteria.

TRM/JGM/FSC

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## Estimated Budget

### Future Community Park (Former Par 3)

Item	Description	Cost
1	Playground & Equipment	\$ 858,000
2	Tennis Courts (6), Lights & Fencing	\$ 592,900
3	Tennis Facility & Bathrooms	\$ 666,600
4	Parking Lot and Lights	\$ 507,100
5	Entrance Plaza	\$ 165,000
6	Lake (excavation, aeration, lake and river cascade feature, island, boardwalk (ped/veh access))	\$ 3,087,150
7	Linear Water Feature	\$ 495,000
8	Landscape & Irrigation (amphitheater, sunset ter, dog park and fencing, park signage, site furnishing, site fill and grading)	\$ 3,327,500
9	Overlooks (4)	\$ 1,100,000
10	Vita Course & Trail System (pathways, vita course equipment, pathway lighting)	\$ 1,474,000
11	Pavilions	\$ 220,000
12	Utilities Adjustment / Site Drainage	\$ 400,000
13	Environmental Remediation	\$ 1,550,000
14	Permitting	\$ 288,865
Sub Total		\$ 14,732,115
Other Soft Costs (Design, AIPP, Contingency, Testing, etc)		\$ 3,569,260
<b>Estimated Total Budget</b>		<b>\$ 18,301,375</b>
Current Available Budget		(\$ 3,894,934)
Encumbered Contracts and fees		(\$ 1,211,537)
<b>Additional Funding Required</b>		<b>\$ 13,194,904</b>

2/15/2018

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING SIMPLIFYING THE SIDEWALK CAFÉ APPLICATION  
PROCESS FOR BUSINESSES IN NORTH BEACH AND WASHINGTON AVENUE**

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**ANALYSIS:**

Discussion at Committee.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION TO CONSIDER AN INCENTIVE PROGRAM FOR NORTH BEACH RESTAURANTS TO ACTIVATE THE SIDEWALKS BY ASSISTING THEM IN OBTAINING A SIDEWALK CAFÉ PERMIT TO ALLOW UP TO TWO TABLES AND FOUR CHAIRS TO BE PLACED IN THE CITY'S RIGHT OF WAY**

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### **ANALYSIS:**

The Miami Beach City Code Chapter 82 authorizes the City to charge restaurants with sidewalk cafés a \$150.00 annual permit fee, plus \$20.00 per square foot for the café area.

The City Commission has waived the per square foot charge for sidewalk cafes north of 63rd Street on numerous occasions as a tool to promote business. Most recently, at its October 18, 2017 meeting, the City Commission made a motion to abate sidewalk café fees for businesses located north of 63rd Street passing Ordinance No. 2017-4144 effective through and including September 30, 2019.

On March 9, 2016, following a discussion on whether to exempt parklets from the City's transportation concurrency requirements, the Mayor and City Commission voted to exempt both parklets and sidewalk cafes along Washington Avenue between 6th Street and Lincoln Road adopting Ordinance No. 2016-4003, which abates fees terminating on March 31, 2019, as a means to stimulate economic development and further activate the Washington Avenue corridor

The Administration has been tasked with considering an incentive program for North Beach restaurants to activate the sidewalks by assisting them in obtaining a sidewalk café permit. A review of the process has revealed that one of the major stumbling blocks to applying for a sidewalk café is the requirement for a formal plan satisfying the requirements of City Code.

As an incentive program, Public Works could identify an area on the sidewalk adjacent to a restaurant for a limited number of tables and chairs. This area would be marked on the pavement and be positioned to be compliant with ADA requirements, clearances associated with pedestrian uses, building egress, and other critical functional site specific requirements. A simplified plan would be produced identifying the area for filing with the application. This would serve as an approved plan for a period not to exceed one year or until the current permit year expires. The space would accommodate up to two tables and four chairs to be taken from the existing indoor dining area. To cover the cost of developing the plan, a fee of \$250 would be required.

The restaurant would be able to take existing tables and chairs from within the indoor dining area and place those within the approved area of the sidewalk. No additional tables or chairs could be added to increase the seating capacity that has previously been permitted.

The restaurant would need to be in good standing with the City, have a valid BTR, grease trap installed, and a



current Grease Discharge Operating Permit issued by the County. In addition, the restaurant owner would sign a hold harmless agreement or some other instrument to indemnify the City accompanied by an insurance policy that names the City of Miami Beach as an additional insured.

As an incentive program, this permit would be valid for up to 12 months or until the permit year concludes. This program will allow a restaurant an opportunity to see if outside seating is a viable option.

**CONCLUSION:**

The following is presented to the members of the Finance and Citywide Projects Committee for discussion and further direction.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING CABLERUNNER AND ITS TECHNOLOGY**

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### **ANALYSIS:**

Multinet Cablerunner LLC (Cablerunner), is a company that specializes in building fiber optic networks without trenching by using existing infrastructure like sewer systems or storm water drains to install fiber networks, allowing for faster installation of fiber networks with competitive cost advantages compared to conventional deployment systems.

At the February 14, 2018 meeting, the City Commission approved a referral to the Finance and Citywide Projects Committee to discuss Cablerunner and its technology. Additionally, to have City staff carry out a comprehensive assessment of its technology and its implementation in the City of Miami Beach, specifically.

### **CONCLUSION:**

The following is presented to the members of the Committee for discussion and further direction.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING CREATING A DEDICATED SOCCER FIELD AT  
BISCAYNE ELEMENTARY SCHOOL**

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**ANALYSIS:**

Discussion at Committee.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING DELAYING THE GRANT EXECUTION FOR THE  
OUTDOOR CAFÉ AT THE BASS MUSEUM OF ART**

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### **HISTORY:**

There is a high demand for concessions and outdoor dining options at the Bass Museum and Collins Park to serve visitors at the museum and promote activation of the Park. At the December 16, 2016 Finance and Citywide Projects Committee, it was recommended staff work with the Friends of the Bass Museum, Inc. (Bass) to identify a solution to provide an outdoor concession. The Committee was in favor of negotiating an agreement with the Bass for the outdoor concession area, including the City providing security services, and abatement of any financial consideration to the City.

The Bass issued a Request for Proposals (RFP) in June 2016 and selected Thierry Catering to operate its new indoor café, which opened in October 2017 with the re-opening of the Bass. Staff has met with representatives from the Bass and discussed expanding the new indoor café to the exterior of the building in order to serve members of the public and further activate Collins Park. The Bass is agreeable to this plan and has already been in discussions with Thierry Catering to utilize their services for both the indoor café and the outdoor concession area.

To facilitate the opening of an outdoor café, the City allocated \$100,000 to the purchase of furniture and fixtures for the Bass Museum Café as part of the FY 2016/17 capital budget. Following the re-opening of the Bass in October 2017, staff began drafting a grant agreement between the City of Miami Beach and the Friends of the Bass Museum, Inc. to provide these capital funds to the Friends to purchase outdoor café furniture; including, tables, chairs, umbrellas and a serving kiosk, and to construct a storage area for said items. This grant agreement was sent to the Friends of the Bass Museum, Inc. on January 24, 2018.

### **ANALYSIS:**

On February 1, 2018 the Bass Museum requested the City not move forward with grant agreement at this time for the following reasons:

- Thierrys did not generate much business during Art Basel 2017, which they feel represents the best case scenario audience.
- The Bass would like to test numbers, attendance and gross earnings for a full season.
- The required build out cannot happen until the Bass can close out the current city building permit, as related to the renovation project.

Following a full season of operating the Museum, the Bass would like to come back to the City with the exact

cost of the cafe, including a business plan with learned knowledge.

The Administration has requested that the Bass Museum present at the FCWPC meeting the specifics of their operation in Collins Park, if any, during this one year period.

**CONCLUSION:**

Administration seeks direction from the Finance and Citywide Projects Committee regarding the grant for activation of the outdoor café at the Bass Museum of Art.



# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING FUNDING FOR CULTURAL PROGRAMMING  
DURING MEMORIAL DAY WEEKEND**

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**ANALYSIS:**

Discussion at Committee.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Commissioner Steinberg

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING RECOMMENDATIONS OF THE BLUE RIBBON  
EMERGENCY RESPONSE COMMITTEE**

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### **ANALYSIS:**

The Mayor's Blue Ribbon Emergency Response Committee was created on March 2, 2017 to provide recommendations to the Mayor and City Commission regarding proactive measures and response plans to address any emergencies in the City and to protect and enhance the Miami Beach brand. Committee members include Jerry Libbin from the Miami Beach Chamber of Commerce and William Talbert from the Greater Miami Convention & Visitors Bureau (GMCVB). Commissioner Micky Steinberg served as chair and the committee was staffed by Susy Torriente and Marcia Monserrat from the Office of the City Manager.

The committee met five times and discussed several topics, including: resort taxes, reserve policies, role of VCA, role of GMCVB, messaging, social media, branding and insurance.

The committee has had two discussions previously with Risk Management staff regarding additional insurance coverage options related to terrorism related disasters. Under the federal governments Terrorism Risk Insurance Program Reauthorization Act ("TRIPRA"), the triggers for coverage are two fold;

1. The "act of terrorism" must be certified by the Secretary of the Treasury, Secretary of Homeland Security and the Attorney General.
2. Certified acts must exceed insured losses in 2018 of \$160 million.

During the City's fiscal year 2017-2018 insurance renewals, a stand-alone terrorism policy was purchased which insures against terrorism acts irrespective of whether a loss is certified by the Secretary of the Treasury or the amount of insured losses. The current stand-alone terrorism policy has a deductible of \$10,000 and a coverage limit of \$100 million. The stand-alone policy is also endorsed to insure against active shooters scenarios and time element losses (interruption of business operations as a result of a covered loss) which would not otherwise be covered under the federal governments TRIPRA program.

The Committee has developed the following recommendations for Mayor and Commission consideration.

1. The Committee recommends that sufficient funds from the RDA be released into the resort tax reserve in order to fund the Commission policy of three-month goal. Currently the resort tax reserve has \$11,219,328, which is equal to two months and seven days. The amount necessary for the three-month goal is \$14,914,251 (one month equals \$4,971,417). The additional amount needed to meet the three-month goal is \$3,694,923.

2. The Committee recommends that the Mayor and Commission re-examine the allocation of the transit reserve funds.
3. The committee recommends that a referral be made to Finance and Citywide Projects Committee to examine what the triggers to use reserve tax dollars should be set and discuss what else can be done to maximize return of resort tax dollars.
4. The Committee supports the communications department's development of a citywide all-hazards communications plan, with support and coordination with Miami Dade County, City of Miami and GMVCB.
5. The Committee supports exploring additional film incentives in cooperation with GMCVB and the Greater Miami area partner cities. Furthermore, the Committee recommends that the Finance and Citywide Projects Committee (FCWPC) discuss in January priority to invest in film industry, in order to maximize the return of tax dollars; and come back in February to be updated on the NATPE conference held in January 2018.
6. The final committee recommendation is to monitor and meet one more time in six months to advise the Mayor and Commission.

**CONCLUSION:**

Thank you for the opportunity to bring these recommendations to the full Commission for discussion and decision.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSS REGARDING INCLUDING A COMPETITION-SIZED SWIMMING POOL  
WITHIN THE 72<sup>ND</sup> STREET MIXED USE PROJECT**

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**HISTORY:**  
Discussion at Committee.

**ATTACHMENTS:**

Description		Type
	February 14, 2018 Commission Memo	Memo

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Vice-Mayor John Elizabeth Aleman  
DATE: February 14, 2018

SUBJECT: REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO  
DISCUSS INCLUDING A COMPETITION-SIZED SWIMMING POOL WITHIN THE  
72ND STREET MIXED USE PROJECT.

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### **ANALYSIS**

Please include in the February 14, 2018 City Commission Agenda, a referral to the Finance and Citywide Projects Committee to discuss the potential for adding a competition-sized swimming pool to the 72nd St. mixed use garage and park project.

For additional information, please contact my office at ext. 6437.

### **Legislative Tracking**

Vice-Mayor John Elizabeth Aleman



# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING MAURICE GIBB MEMORIAL PARK’S BUDGET AND DESIGN SCOPE**

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**HISTORY:**  
Discussion at Committee.

**ATTACHMENTS:**

Description		Type
□	February 14, 2018 C4AA Commission Memo	Memo

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Commissioner Ricky Arriola  
DATE: February 14, 2018

SUBJECT: REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO  
DISCUSS MAURICE GIBB MEMORIAL PARK'S BUDGET AND DESIGN SCOPE.

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### ANALYSIS

Please place this referral item on the February 14, 2018 City Commission agenda.

The City of Miami Beach contracted Coastal Systems International, Inc (Coastal Systems) to conduct architectural and engineering design services for Maurice Gibb Memorial Park. I ask the Finance and Citywide Projects Committee to discuss the following items and determine if the project's budget and scope of work should be amended before Coastal Systems continues design work.

1. Evaluate the condition of the existing restroom facilities and propose improvements that could include renovation of the existing facilities, expansion, or construction of a new facility. The challenge is that the existing restrooms are part of the marine patrol building. If a renovation or expansion is considered it could trigger significant upgrades to the whole structure to meet current building code requirements.
2. Determine the need to add a fire patrol station at Maurice Gibb Memorial Park to provide efficient public safety services in South Beach. The current fire patrol boat is in North Beach, which can cause response times to emergency calls in the south end of the City to be longer than desired.
3. Add recreational greenspace to Maurice Gibb Memorial Park for the community's enjoyment by eliminating the on-site surface parking lot. A parking analysis should be conducted to determine: (a) if there is enough parking supply at the Sunset Harbour garage to merit the elimination of the 43 parking spaces (Exhibit A) and (b) financial impact, if any, to the City's Parking Enterprise Fund and related parking revenue bonds.
4. Collaborate with Art in Public Places (AiPP) to conduct a search for an artist or firm that can design an iconic children's playground that pays tribute to the life and art of Maurice Gibb.

### Legislative Tracking

Commissioner Ricky Arriola

### ATTACHMENTS:

#### **Description**

- ▢ Exhibit A - Sunset Harbour Garage Occupancy

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**G10 Sunset Harbor Garage**

<b><u>Contract</u></b>	<b><u>Maximum Occupancy</u></b>
<b><u>Date</u></b>	<b><u>Per Day</u></b>
06/02/17	78
06/03/17	48
06/04/17	32
06/05/17	70
06/06/17	61
06/07/17	69
06/08/17	78
06/09/17	70
06/10/17	43
06/11/17	30
06/12/17	75
06/13/17	73
06/14/17	75
06/15/17	67
06/16/17	72
06/17/17	39
06/18/17	27
06/19/17	60
06/20/17	60
06/21/17	59
06/22/17	62
06/23/17	79
06/24/17	48
06/25/17	39
06/26/17	76
06/27/17	87
06/28/17	82
06/29/17	80
06/30/17	88
07/01/17	61

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**G10 Sunset Harbor Garage****Contract**

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
07/02/17	43
07/03/17	67
07/04/17	45
07/05/17	84
07/06/17	97
07/07/17	92
07/08/17	51
07/09/17	48
07/10/17	89
07/11/17	93
07/12/17	84
07/13/17	76
07/14/17	64
07/15/17	23
07/16/17	10
07/17/17	68
07/18/17	65
07/19/17	52
07/20/17	53
07/21/17	102
07/22/17	63
07/23/17	51
07/24/17	100
07/25/17	94
07/26/17	90
07/27/17	87
07/28/17	78
07/29/17	37
07/30/17	33
07/31/17	80

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**G10 Sunset Harbor Garage****Contract**

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
08/01/17	72
08/02/17	91
08/03/17	75
08/04/17	75
08/05/17	49
08/06/17	32
08/07/17	92
08/08/17	93
08/09/17	83
08/10/17	85
08/11/17	82
08/12/17	34
08/13/17	28
08/14/17	85
08/15/17	76
08/16/17	74
08/17/17	84
08/18/17	86
08/19/17	40
08/20/17	33
08/21/17	89
08/22/17	80
08/23/17	85
08/24/17	82
08/25/17	91
08/26/17	52
08/27/17	43
08/28/17	99
08/29/17	103
08/30/17	105



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**G10 Sunset Harbor Garage**

<b><u>Contract</u></b>	<b><u>Maximum Occupancy</u></b>
<b><u>Date</u></b>	<b><u>Per Day</u></b>
08/31/17	106
09/01/17	105
09/02/17	49
09/03/17	48
09/04/17	42
09/05/17	96
09/06/17	86
09/07/17	82
09/08/17	82
09/09/17	82
09/10/17	82
09/11/17	82
09/12/17	82
09/13/17	86
09/14/17	85
09/15/17	86
09/16/17	84
09/17/17	84
09/18/17	89
09/19/17	143
09/20/17	109
09/21/17	105
09/22/17	94
09/23/17	52
09/24/17	45
09/25/17	83
09/26/17	92
09/27/17	83
09/28/17	69
09/29/17	99

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**G10 Sunset Harbor Garage****Contract**

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
09/30/17	35
10/01/17	26
10/02/17	80
10/03/17	77
10/04/17	60
10/05/17	47
10/06/17	88
10/07/17	50
10/08/17	41
10/09/17	97
10/10/17	98
10/11/17	94
10/12/17	90
10/13/17	90
10/14/17	41
10/15/17	30
10/16/17	80
10/17/17	93
10/18/17	90
10/19/17	84
10/20/17	84
10/21/17	44
10/22/17	34
10/23/17	88
10/24/17	82
10/25/17	100
10/26/17	80
10/27/17	84
10/28/17	36
10/29/17	29

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**G10 Sunset Harbor Garage**

<b><i>Contract</i></b>	<b><u>Maximum Occupancy</u></b>
<b><u>Date</u></b>	<b><u>Per Day</u></b>
10/30/17	84
10/31/17	78
11/01/17	82
11/02/17	82
11/03/17	69
11/04/17	33
11/05/17	20
11/06/17	79
11/07/17	88
11/08/17	83
11/09/17	81
11/10/17	54
11/11/17	29
11/12/17	20
11/13/17	71
11/14/17	81
11/15/17	82
11/16/17	75
11/17/17	77
11/18/17	31
11/19/17	29
11/20/17	82
11/21/17	87
11/22/17	78
11/23/17	13
11/24/17	45
11/25/17	37
11/26/17	33
11/27/17	94
11/28/17	85

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**G10 Sunset Harbor Garage****Contract**

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
11/29/17	85
11/30/17	77
12/01/17	86
12/02/17	30
12/03/17	25
12/04/17	89
12/05/17	83
12/06/17	54
12/07/17	57
12/08/17	79
12/09/17	35
12/10/17	26
12/11/17	74
12/12/17	79
12/13/17	71
12/14/17	74
12/15/17	91
12/16/17	42
12/17/17	29
12/18/17	87
12/19/17	91
12/20/17	88
12/21/17	77
12/22/17	76
12/23/17	30
12/24/17	23
12/25/17	17
12/26/17	55
12/27/17	64
12/28/17	55

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**G10 Sunset Harbor Garage****Contract**

<u>Date</u>	<u>Maximum Occupancy Per Day</u>
12/29/17	67
12/30/17	36
12/31/17	30
01/01/18	29
01/02/18	70
01/03/18	86
01/04/18	86
01/05/18	73
01/06/18	31
01/07/18	31
01/08/18	76
01/09/18	80
01/10/18	82
01/11/18	87
01/12/18	73
01/13/18	31
01/14/18	31
01/15/18	50
01/16/18	80
01/17/18	91
01/18/18	95
01/19/18	92
01/20/18	35
01/21/18	34
01/22/18	89

**Short-Term**

<u>Date</u>	<u>Maximum Occupancy Per Day</u>
06/02/17	155
06/03/17	191

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**G10 Sunset Harbor Garage****Short-Term**

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
06/04/17	159
06/05/17	150
06/06/17	160
06/07/17	168
06/08/17	179
06/09/17	173
06/10/17	186
06/11/17	165
06/12/17	170
06/13/17	160
06/14/17	153
06/15/17	161
06/16/17	178
06/17/17	208
06/18/17	174
06/19/17	163
06/20/17	188
06/21/17	181
06/22/17	191
06/23/17	141
06/24/17	161
06/25/17	165
06/26/17	124
06/27/17	149
06/28/17	155
06/29/17	144
06/30/17	164
07/01/17	181
07/02/17	166
07/03/17	158



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**G10 Sunset Harbor Garage****Short-Term**

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
07/04/17	162
07/05/17	144
07/06/17	192
07/07/17	170
07/08/17	225
07/09/17	210
07/10/17	182
07/11/17	197
07/12/17	203
07/13/17	259
07/14/17	238
07/15/17	229
07/16/17	228
07/17/17	190
07/18/17	228
07/19/17	230
07/20/17	218
07/21/17	190
07/22/17	205
07/23/17	195
07/24/17	170
07/25/17	191
07/26/17	193
07/27/17	191
07/28/17	193
07/29/17	215
07/30/17	185
07/31/17	194
08/01/17	188
08/02/17	186

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**G10 Sunset Harbor Garage****Short-Term**

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
08/03/17	240
08/04/17	182
08/05/17	191
08/06/17	169
08/07/17	185
08/08/17	173
08/09/17	198
08/10/17	207
08/11/17	207
08/12/17	216
08/13/17	191
08/14/17	179
08/15/17	192
08/16/17	204
08/17/17	198
08/18/17	199
08/19/17	212
08/20/17	194
08/21/17	179
08/22/17	211
08/23/17	204
08/24/17	218
08/25/17	188
08/26/17	215
08/27/17	187
08/28/17	151
08/29/17	168
08/30/17	181
08/31/17	199
09/01/17	182

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**G10 Sunset Harbor Garage****Short-Term**

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
09/02/17	202
09/03/17	153
09/04/17	175
09/05/17	169
09/06/17	204
09/07/17	204
09/08/17	204
09/09/17	204
09/10/17	204
09/11/17	204
09/12/17	204
09/13/17	244
09/14/17	218
09/15/17	222
09/16/17	199
09/17/17	180
09/18/17	170
09/19/17	122
09/20/17	162
09/21/17	190
09/22/17	188
09/23/17	236
09/24/17	209
09/25/17	189
09/26/17	252
09/27/17	216
09/28/17	207
09/29/17	223
09/30/17	221
10/01/17	223

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**G10 Sunset Harbor Garage****Short-Term**

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
10/02/17	219
10/03/17	266
10/04/17	226
10/05/17	223
10/06/17	189
10/07/17	208
10/08/17	182
10/09/17	186
10/10/17	185
10/11/17	192
10/12/17	227
10/13/17	213
10/14/17	227
10/15/17	247
10/16/17	177
10/17/17	233
10/18/17	189
10/19/17	213
10/20/17	201
10/21/17	201
10/22/17	185
10/23/17	182
10/24/17	205
10/25/17	186
10/26/17	181
10/27/17	199
10/28/17	209
10/29/17	190
10/30/17	194
10/31/17	172

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**G10 Sunset Harbor Garage****Short-Term**

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
11/01/17	196
11/02/17	206
11/03/17	218
11/04/17	228
11/05/17	230
11/06/17	196
11/07/17	222
11/08/17	226
11/09/17	240
11/10/17	224
11/11/17	223
11/12/17	203
11/13/17	196
11/14/17	202
11/15/17	191
11/16/17	220
11/17/17	199
11/18/17	208
11/19/17	211
11/20/17	181
11/21/17	216
11/22/17	182
11/23/17	152
11/24/17	176
11/25/17	187
11/26/17	180
11/27/17	176
11/28/17	196
11/29/17	177
11/30/17	198

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**G10 Sunset Harbor Garage****Short-Term**

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
12/01/17	193
12/02/17	223
12/03/17	198
12/04/17	177
12/05/17	201
12/06/17	205
12/07/17	220
12/08/17	213
12/09/17	229
12/10/17	218
12/11/17	197
12/12/17	201
12/13/17	181
12/14/17	140
12/15/17	186
12/16/17	208
12/17/17	178
12/18/17	176
12/19/17	204
12/20/17	217
12/21/17	215
12/22/17	210
12/23/17	205
12/24/17	190
12/25/17	135
12/26/17	189
12/27/17	223
12/28/17	226
12/29/17	211
12/30/17	221



## G10 Sunset Harbor Garage

### Short-Term

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
12/31/17	243
01/01/18	193
01/02/18	220
01/03/18	221
01/04/18	258
01/05/18	225
01/06/18	236
01/07/18	221
01/08/18	214
01/09/18	212
01/10/18	198
01/11/18	201
01/12/18	217
01/13/18	244
01/14/18	225
01/15/18	236
01/16/18	207
01/17/18	214
01/18/18	238
01/19/18	229
01/20/18	242
01/21/18	249
01/22/18	224

### Total

<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
06/02/17	230
06/03/17	237
06/04/17	191
06/05/17	207

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**G10 Sunset Harbor Garage**

<i>Total</i>	
<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
06/06/17	216
06/07/17	222
06/08/17	232
06/09/17	239
06/10/17	228
06/11/17	192
06/12/17	235
06/13/17	210
06/14/17	222
06/15/17	210
06/16/17	248
06/17/17	247
06/18/17	201
06/19/17	220
06/20/17	219
06/21/17	219
06/22/17	217
06/23/17	213
06/24/17	207
06/25/17	202
06/26/17	180
06/27/17	201
06/28/17	203
06/29/17	208
06/30/17	235
07/01/17	242
07/02/17	208
07/03/17	209
07/04/17	203
07/05/17	200

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**G10 Sunset Harbor Garage**

<i>Total</i>	
<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
07/06/17	242
07/07/17	251
07/08/17	274
07/09/17	258
07/10/17	258
07/11/17	253
07/12/17	249
07/13/17	275
07/14/17	292
07/15/17	247
07/16/17	237
07/17/17	241
07/18/17	252
07/19/17	251
07/20/17	264
07/21/17	292
07/22/17	261
07/23/17	246
07/24/17	256
07/25/17	260
07/26/17	251
07/27/17	274
07/28/17	267
07/29/17	245
07/30/17	216
07/31/17	241
08/01/17	250
08/02/17	260
08/03/17	274
08/04/17	253

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**G10 Sunset Harbor Garage**

<i>Total</i>	
<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
08/05/17	236
08/06/17	200
08/07/17	239
08/08/17	225
08/09/17	235
08/10/17	240
08/11/17	253
08/12/17	242
08/13/17	218
08/14/17	238
08/15/17	236
08/16/17	251
08/17/17	264
08/18/17	248
08/19/17	246
08/20/17	226
08/21/17	248
08/22/17	259
08/23/17	286
08/24/17	267
08/25/17	269
08/26/17	267
08/27/17	226
08/28/17	247
08/29/17	264
08/30/17	278
08/31/17	267
09/01/17	262
09/02/17	251
09/03/17	199

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**G10 Sunset Harbor Garage**

<i>Total</i>	
<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
09/04/17	212
09/05/17	234
09/06/17	288
09/07/17	286
09/08/17	286
09/09/17	286
09/10/17	286
09/11/17	286
09/12/17	286
09/13/17	330
09/14/17	303
09/15/17	304
09/16/17	283
09/17/17	264
09/18/17	258
09/19/17	256
09/20/17	251
09/21/17	254
09/22/17	270
09/23/17	281
09/24/17	253
09/25/17	246
09/26/17	271
09/27/17	258
09/28/17	260
09/29/17	270
09/30/17	250
10/01/17	245
10/02/17	249
10/03/17	276

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**G10 Sunset Harbor Garage**

<i>Total</i>	
<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
10/04/17	270
10/05/17	258
10/06/17	243
10/07/17	256
10/08/17	220
10/09/17	265
10/10/17	246
10/11/17	249
10/12/17	259
10/13/17	269
10/14/17	265
10/15/17	275
10/16/17	234
10/17/17	290
10/18/17	245
10/19/17	252
10/20/17	266
10/21/17	237
10/22/17	216
10/23/17	243
10/24/17	254
10/25/17	267
10/26/17	250
10/27/17	270
10/28/17	245
10/29/17	218
10/30/17	237
10/31/17	248
11/01/17	243
11/02/17	276



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**G10 Sunset Harbor Garage**

<i>Total</i>	
<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
11/03/17	265
11/04/17	253
11/05/17	249
11/06/17	263
11/07/17	293
11/08/17	276
11/09/17	292
11/10/17	271
11/11/17	246
11/12/17	222
11/13/17	246
11/14/17	260
11/15/17	265
11/16/17	267
11/17/17	248
11/18/17	235
11/19/17	237
11/20/17	239
11/21/17	268
11/22/17	240
11/23/17	165
11/24/17	202
11/25/17	216
11/26/17	210
11/27/17	260
11/28/17	271
11/29/17	243
11/30/17	267
12/01/17	270
12/02/17	251

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**G10 Sunset Harbor Garage**

<i>Total</i>	
<u>Date</u>	<u>Maximum Occupancy</u> <u>Per Day</u>
12/03/17	223
12/04/17	261
12/05/17	284
12/06/17	256
12/07/17	263
12/08/17	286
12/09/17	261
12/10/17	234
12/11/17	257
12/12/17	271
12/13/17	251
12/14/17	204
12/15/17	274
12/16/17	250
12/17/17	206
12/18/17	262
12/19/17	286
12/20/17	254
12/21/17	271
12/22/17	283
12/23/17	231
12/24/17	209
12/25/17	144
12/26/17	218
12/27/17	247
12/28/17	261
12/29/17	258
12/30/17	253
12/31/17	273
01/01/18	218



# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE CITY'S GROWING YOUTH BASEBALL PROGRAM MANAGED BY DANNY BERRY'S BASEBALL CAMP, INC. AND WAIVER OF BID TO CONTINUE THE CURRENT YOUTH BASEBALL PROGRAM**

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### **HISTORY:**

Danny Berry has established and administered a Youth Baseball Program for Miami Beach residents and visitors ages 3-13 at North Shore Park since 2015. Mr. Berry has 31 years of experience coaching youth baseball and is well respected within the South Florida baseball community. Danny Berry Baseball provides the ideal setting for a youngster's initiation into the national pastime in a "No Pressure" fun filled atmosphere.

The Danny Berry Baseball program has been one of the fastest growing programs offered through the Parks and Recreation Department. During the 2015 winter inaugural season Danny Berry Baseball consisted of 145 participants, 14 teams and 42 volunteer coaches. Every season the number of teams, coaches and volunteer participation has continued to grow. At the culmination of the fall 2017 baseball season the program has grown to 215 participants, 20 teams, and 70 volunteer coaches, with the winter 2018 season anticipating 23 teams.

With participants having access to baseball fields and batting cages, the growth of the program has established the need for other practice and game locations outside of North Shore Park. During the fall 2017 season Fairway and Normandy Isle Park hosted the program and potential games are set to occur at Flamingo and Polo Park during winter 2018 to assist with the growing demand for field space. In the winter 2018 season growth is expected at the 11-13 year old Major's Division with the hopes of building this Division and essentially creating a Middle School League to be a feeder program for the Miami Beach Senior High Baseball Program.

Currently the Danny Berry Baseball Program and the City of Miami Beach have entered into a Professional Services Agreement which began on January 1<sup>st</sup> 2018 and ends on May 31, 2018 (Exhibit A). In consideration for the services provided, Danny Berry is compensated on a fixed fee basis, in a total amount not to exceed \$35,100.00. The City pays Danny Berry a management fee of \$1,250.00 per individual baseball team, not to exceed 26 teams. In addition to the Management fee, Danny Berry is paid a Clinic Fee of \$100.00 per baseball clinic conducted, at a maximum of one (1) clinic per team during the term of the Agreement. It is important to note that the Department has already paid Danny Berry Baseball approximately \$25,000.00 at the start of the current Fiscal Year for fall programming; which will exceed the City Manager's \$50,000 approval authority in a fiscal year for Professional Services Agreements.

One possible option for the City of Miami Beach moving forward is to establish a three (3) year agreement, with two (2) additional one-year renewal options, with the Danny Berry Baseball program beginning on August 1<sup>st</sup> 2018 (Exhibit B). This will require a waiver of bid by the City Commission.

The compensation will continue to be on the fixed fee basis of \$1,250.00 per individual baseball team, not to exceed a total of \$70,200.00 annually; however, granting the City Manager authority to approve a new annual total based on the future growth of the program. This initial total will fund up to 26 teams per season and in addition, the Contractor shall be paid a Clinic Fee of \$100.00 per baseball clinic conducted, at a maximum of one (1) clinic per team during the term of the Agreement.

Administration supports the waiver of bid for Danny Berry's Baseball Camp's Youth Baseball Program due to the success, popularity with the community and undeniable growth. The Contractor is eager to continue servicing the community and expanding the sport of baseball in the City.

**CONCLUSION:**

City Administration respectfully requests direction on this item.

**ATTACHMENTS:**

Description	Type
□ Exhibit A – Danny Berry Baseball Camp, Inc. PSA (January 1, 2018 through May 31, 2018)	Memo
□ Exhibit B – Danny Berry Baseball Camp, Inc. Agreement (Beginning August 1, 2018)	Memo
□ Exhibit C – Danny Berry Baseball Presentation	Memo

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MIAMI BEACH  
AND  
DANNY BERRY'S BASEBALL CAMP, INC.  
TO ADMINISTER A SPRING SEASON YOUTH BASEBALL PROGRAM FOR THE  
CITY**

This Professional Services Agreement ("Agreement") is entered into this 3<sup>rd</sup> day of JANUARY, 2017, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"), and **DANNY BERRY'S BASEBALL CAMP, INC.**, a Florida for profit corporation, whose address is 1225 NE 172 Street, North Miami Beach, FL 33162 ("Contractor").

**SECTION 1**  
**DEFINITIONS**

**Agreement:** This Agreement between the City and Contractor, including any exhibits and amendments thereto.

**City Manager:** The chief administrative officer of the City.

**City Manager's Designee:** The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parks and Recreation Department Director.

**Contractor:** For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the City.

**Services:** All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.

**Fee:** Amount paid to the Contractor as compensation for Services.

**Risk Manager:** The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

**SECTION 2**  
**SCOPE OF SERVICES**

**2.1** In consideration of the Fee to be paid to Contractor by the City, Contractor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although Contractor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Contractor; where the Services are performed (although the City will provide



Contractor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Contractor shall be to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, Contractor should contact the following person:

Paul Di Muont  
Athletic Manager  
1701 Meridian Avenue, Suite 401  
Miami Beach, FL, 33139  
pauldimuont@miamibeachfl.gov

**2.2** Contractor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit "A" hereto.

### **SECTION 3**

#### **TERM**

The term of this Agreement ("Term") shall commence on January 1, 2018 and end on May 31, 2018.

Notwithstanding the Term provided herein, Contractor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit "A" hereto.

### **SECTION 4**

#### **FEE**

**4.1** In consideration of the Services to be provided, Contractor shall be compensated on a fixed fee basis, in a total amount not to exceed **\$35,100.00**.

The City shall pay the Contractor a Management Fee of \$1,250.00 per individual baseball team (as defined in Exhibit "A" hereto). Contractor's Spring season baseball program (the "Program") shall consist of no more than 26 teams. Contractor shall submit a complete player roster of its registered players ("Roster") to the City no later than one (1) week following the start of the season. Contractor shall submit proof of team and/or individual payments, along with any amendments to the corresponding Roster, to the City no later than three (3) weeks following the start of the season. Upon receipt of the certified Roster, the City shall make payments to the Contractor based upon the following payment schedule:

- Fifty percent (50%) of the total Management Fee shall be due to the Contractor no later than two (2) weeks following the City's receipt and acceptance of the certified Rosters for the season.
- Twenty percent (20%) of the total Management Fee shall be due to the Contractor no later than six (6) weeks following the City's receipt and acceptance of the certified Rosters for the season.

- Twenty percent (20%) of the total Management Fee for the season shall be due to the Contractor no later than ten (10) weeks following the City's receipt and acceptance of the certified Rosters for the season.
- The remaining ten percent (10%) of the total Management Fee for the season shall be due to the Contractor no later than two (2) weeks following the conclusion the season.

In addition to the Contractor's Management Fee, Contractor shall be paid a Clinic Fee of \$100.00 per baseball clinic conducted, at a maximum of one (1) clinic per team, during the Term of this Agreement.

## **SECTION 5** **TERMINATION**

### **5.1 TERMINATION FOR CAUSE**

If the Contractor shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Contractor of its violation of the particular term(s) of this Agreement, and shall grant Contractor ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Contractor. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against Contractor. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

### **5.2 TERMINATION FOR CONVENIENCE OF THE CITY**

**THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF SUCH NOTICE. NOTWITHSTANDING THE FOREGOING, IF THE PERFORMANCE BY CONTRACTOR OF THE SERVICES UNDER THIS AGREEMENT IS CREATING A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR, IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE, WITHOUT PROVIDING CONTRACTOR AN OPPORTUNITY TO CURE. IF THE AGREEMENT IS TERMINATED BY THE CITY PURSUANT TO THIS PARAGRAPH, CONTRACTOR SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.**

### **5.3 TERMINATION FOR INSOLVENCY**

The City also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

## **SECTION 6**

### **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

#### **6.1 INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

#### **6.2 INSURANCE REQUIREMENTS**

The Contractor shall maintain and carry in full force during the Term, the following insurance:

1. Contractor General Liability, in the amount of \$1,000,000; and
2. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Contractor's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability shall include the City as an additional insured and shall contain a waiver of subrogation endorsement.

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Contractor specimen copies of the

insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Contractor is also solely responsible for obtaining and submitting all insurance certificates for any sub-contractors.

Compliance with the foregoing requirements shall not relieve the Contractor of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Contractor shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

## **SECTION 7**

### **LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER**

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Contractor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

## **SECTION 8**

### **LIMITATION OF CITY'S LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of the compensation/fee to be paid to the Contractor pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damages from any action for breach of contract to be limited to a maximum amount of the compensation/fee to be paid to the Contractor pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of the compensation/fee to be paid to the Contractor pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

**SECTION 9**  
**DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT;**  
**AND CONFIDENTIAL FINDINGS**

**9.1 DUTY OF CARE**

With respect to the performance of the Services contemplated herein, Contractor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable Services.

**9.2 COMPLIANCE WITH APPLICABLE LAWS**

In its performance of the Services, Contractor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

**9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS**

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Contractor, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Contractor or its employees or sub-contractors, without the prior written consent of the City Manager.

**SECTION 10**  
**GENERAL PROVISIONS**

**10.1 AUDIT AND INSPECTIONS**

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

**10.2 [INTENTIONALLY DELETED]**

**10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING**

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

#### **10.4 PUBLIC ENTITY CRIMES**

Prior to commencement of the Services, the Contractor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

#### **10.5 NON-DISCRIMINATION**

In connection with the performance of the Services, the Contractor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Contractor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

#### **10.6 CONFLICT OF INTEREST**

Contractor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Contractor further covenants that in the performance of this Agreement, Contractor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

#### **10.7 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

1. Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
2. The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form,



characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

3. Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:

- (1) Keep and maintain public records required by the City to perform the service;
- (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City;
- (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

- (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (2) Contractor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- (3) A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. [119.10](#).

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Contractor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of

public records and to the Contractor at the Contractor's address listed on its contract with the City or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- (3) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH  
ATTENTION: RAFAEL E. GRANADO, CITY CLERK  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FLORIDA 33139  
E-MAIL: [RAFAELGRANADO@MIAMIBEACHFL.GOV](mailto:RAFAELGRANADO@MIAMIBEACHFL.GOV)  
PHONE: 305-673-7411**

**SECTION 11  
NOTICES**

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Contractor and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

**TO CONTRACTOR:** DANNY BERRY'S BASEBALL CAMP, INC.  
1225 NE 172 STREET  
NORTH MIAMI BEACH, FL, 33162  
ATTN: DANNY BERRY, PRESIDENT

**TO CITY:** CITY OF MIAMI BEACH  
PARKS AND RECREATION DEPARTMENT  
1701 MERIDIAN AVENUE, SUITE 401  
MIAMI BEACH, FL 33139  
ATTN: JOHN REBAR, DIRECTOR

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by

overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice. Notice shall be deemed given on the date of an acknowledged receipt, or, in all other cases, on the date of receipt or refusal.

## **SECTION 12**

### **MISCELLANEOUS PROVISIONS**

#### **12.1 CHANGES AND ADDITIONS**

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### **12.2 SEVERABILITY**

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

#### **12.3 ENTIRETY OF AGREEMENT**

The City and Contractor agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

#### **12.4 BACKGROUND SCREENING**

In accordance with Sections 435.04 and 1012.465, Florida Statutes, employees, volunteers, contractors, and subcontracted personnel who work in direct contact with children or who come into direct contact with children must satisfactorily complete a Level 2 background screening investigation with the City of Miami Beach Human Resources Department, prior to commencing work pursuant to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

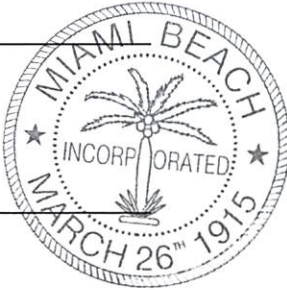
FOR CITY:

**CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By:

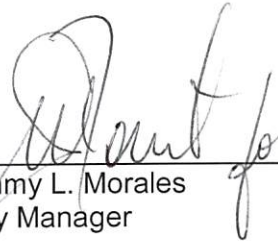
  
Rafael E. Granado  
City Clerk



Date:

1/9/18

By:


  
Jimmy L. Morales  
City Manager

FOR CONTRACTOR:

**DANNY BERRY'S BASEBALL CAMP, INC.**

ATTEST:

By:

  
PAUL DE MUOS / ATHLETIC MANAGER  
Print Name/Title

Date:

1/3/18

By:

  
Danny Berry  
President

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
City Attorney

12-12-17  
Date

NK

## **EXHIBIT "A"**

### **DESCRIPTION OF SERVICES**

The Contractor shall establish and administer a Spring season youth baseball program for Miami Beach residents and visitors between the ages of three (3) through fourteen (14) (the "Program") at the following locations:

- 1.) North Shore Park Youth Center (501 72nd Street, Miami Beach, FL 33141)
- 2.) Normandy Isle Park (7030 Trouville Esplanade, Miami Beach, FL 33141)
- 3.) Fairway Park (200 Fairway Dr, Miami Beach, FL 33141)
- 4.) Polo Park (4301 N Michigan Avenue, Miami Beach, FL 33140)
- 5.) Flamingo Park (1200 Meridian Avenue, Miami Beach, FL 33139)

Contractor's Services are described in greater detail below:

#### **1. General Terms**

- Contractor shall be responsible for the management of Contractor's Program, including registration of participants; establishing and designating teams; scheduling of practices and games; providing umpire services and coaching; conducting clinics; coordination of all umpires, coaches and volunteers; procuring and issuing uniforms and equipment; and any other duties required to successfully operate the Program.
- Contractor shall be responsible for having a league representative present at all games and practices.
- Consistent with Section 12.4 of this Agreement, Contractor's umpires, coaches, volunteers, and any other subcontractors or individuals performing work under this Agreement shall not participate in Contractor's Program or perform any work under this Agreement until Contractor submits written documentation to the City's Parks and Recreation Department Director or his/her designee (the "Director") evidencing that such individuals have passed a background screening investigation that is satisfactory to City. Contractor's umpires, coaches, and volunteers will be required to wear a City-issued Identification card while performing or participating in Contractor's Program activities.
- Contractor and/or Contractor's league representative shall ensure that Program participants are wearing proper identification while participating in Contractor's program.
- Contractor shall be responsible for procuring all uniforms and equipment for Contractor's Program.
- Contractor shall maintain any and all equipment in good working order.

#### **2. Program Schedule**

- Contractor shall be responsible for scheduling games and practices ("Activities") at times and locations that are pre-approved in writing by the Director.
- Contractor shall submit a written proposed schedule ("Schedule") of the times and dates of all Activities to the Director at least (2) weeks prior to the beginning of the season during the Term of this Agreement. The final Schedule shall be subject to the Director's prior written approval.
- Any proposed Schedule changes shall first be submitted in writing to the Director and, following the Director's approval, such changes shall be communicated to Program participants by the Contractor at least two (2) days before a scheduled game or practice; provided further that shorter notice may be given if circumstances outside the control of the parties do not permit the provision of at least two (2) days' notice.

- Contractor shall hold the City harmless in the event of any facility or field closures due to inclement weather and/or any other conditions that would render a facility unusable for Contractor's Program. Contractor agrees to adhere to the City's directives pertaining to field closures.
- Contractor shall cease all operation and use of the Designated Premises (as defined below) no later than one (1) week after the end date of the season, unless prior arrangements have been made with the Director and evidenced in writing.
- Contractor's Program Activities shall be conducted at times and locations as determined by the Director.
- Season start and end dates may be amended at any time by the City, or as approved in writing by the City and Contractor.
- Contractor's spring season shall begin and end as follows:

<b>Season</b>	<b>Begins</b>	<b>Ends</b>
Spring	January	May

### **3. Fees and Scholarships**

- The fees to participate in Contractor's Program ("Participant Fees") are as follows:
  - Miami Beach Residents: \$125.00 per season
  - Non-Residents: \$250.00 per season
  - Contractor shall offer discounted Participant Fees to Miami Beach residents. At least 75% of participants in Contractor's program shall be Miami Beach residents. The City shall coordinate and/or provide facility access as necessary. Any change to the approved fees shall require prior written approval of the City Manager.
- Any change to the Participant Fees must be pre-approved in writing by the Director.
- Participant Fees shall be consistent with comparable South Florida cities offering the same or similar baseball program.
- Contractor shall be responsible for the collection of all Participant Fees. All Participant Fees collected by the Contractor shall be utilized to fund the operations of the Program. The total Participant Fees collected by Contractor shall not exceed the amount required to cover Contractor's direct Program operating costs. Contractor's Participant Fees shall not be used to cover Contractor's administrative costs.
- Contractor shall offer a 50% reduced registration rate ("Scholarships") for children where it can be demonstrated with supporting documentation that there is a financial need. In order to qualify for a Scholarship, the child participant must reside within the city limits of the City of Miami Beach. Supporting documentation shall include proof of one (1) of the following and shall be submitted to the Contractor at the time of registration in order to be considered:
  - Medicaid or Food Stamps Qualification;
  - Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI) Recipient;
  - Unemployment Recipient;
  - Section 8 Housing Choice or Housing Assistance Voucher Recipient.
- Contractor shall submit all Scholarship applications, along with supporting documentation, to the Director for review and approval prior to the beginning of each season.
- Contractor shall maintain a current list of all participants who have been approved for a Scholarship by the City. The list shall indicate the participant's name, team, applicable



season, and approved reduced rate (i.e. 50%). This list shall be mailed electronically to the Director as an Excel document no later than one week following the start of the season.

#### **4. Marketing**

- Contractor shall consult and collaborate with the Director in order to establish a marketing program aimed at promoting the Program.
- All marketing materials and methods shall be pre-approved by the Director prior to being utilized.
- Contractor shall provide the Director with electronic copies of any and all marketing materials utilized to promote the Program. All electronic files shall be provided in a format that is compatible with the City's software program(s).
- Contractor authorizes the City to utilize any and all Program-related marketing materials as the City deems appropriate for the purpose of promoting the Program.

#### **5. Sponsorships**

- Contractor shall use its best efforts to solicit and obtain sponsorships on behalf of the City for the sole purposes of raising funds to cover management costs or additional necessary/approved operational costs of the Program.
- All funds raised from sponsorships shall be made payable directly to the City of Miami Beach.
- All proceeds received from sponsorship fundraising shall be documented via a written report and maintained by the City.
- Contractor understands and agrees that permanent advertising from any Program Sponsor **shall not** be permitted on any City of Miami Beach property.

#### **6. City's Responsibilities**

- The Director shall identify and determine the number of fields and field locations (the "Designated Premises") available to the Contractor to utilize for Contractor's program.
- Once the City has identified the Designated Premises, the City shall be responsible for providing general field maintenance, facility access, lighting, and field marking/lining prior to the first game.
- The City will, to the extent the applicable budget allows, provide the following: home plates, pitching rubbers, base anchors, and dragging and marking of baseball lining of diamonds and outfield foul lines.
- The City agrees to utilize all applicable City methods to promote a marketing program for Contractor's Program.
- The use of the Designated Premises by Contractor for the Services will be limited to such times designated by the City and shall not conflict with use by City.
- It is expressly understood by Contractor that from time to time, due to the necessity of the use of the Designated Premises, as determined by the Director, for the benefit of the citizens of City, the Designated Premises may not be available for use by Contractor. However, in such event, the Director will make a reasonable effort to provide Contractor with advance written notice of such need for the use of the Designated Premises.
- The City shall cover the cost of any background checks for umpires, coaches and volunteers when the City requirements exceed those of the National League standards.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MIAMI BEACH  
AND  
DANNY BERRY'S BASEBALL CAMP, INC.  
TO ADMINISTER A FALL 2018 AND SPRING 2019 SEASON YOUTH BASEBALL  
PROGRAM FOR THE CITY**

This Professional Services Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"), and **DANNY BERRY'S BASEBALL CAMP, INC.**, a Florida for profit corporation, whose address is 1225 NE 172 Street, North Miami Beach, FL 33162 ("Contractor").

**SECTION 1  
DEFINITIONS**

Agreement: This Agreement between the City and Contractor, including any exhibits and amendments thereto.

City Manager: The chief administrative officer of the City.

City Manager's Designee: The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the Parks and Recreation Department Director.

Contractor: For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the City.

Services: All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.

Fee: Amount paid to the Contractor as compensation for Services.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

**SECTION 2  
SCOPE OF SERVICES**

**2.1** In consideration of the Fee to be paid to Contractor by the City, Contractor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although Contractor may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Contractor; where the Services are performed (although the City will provide

Contractor with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Contractor shall be to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, Contractor should contact the following person:

Paul Di Muont  
Athletic Manager  
1701 Meridian Avenue, Suite 401  
Miami Beach, FL, 33139  
pauldimuont@miamibeachfl.gov

**2.2** Contractor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit "A" hereto.

### **SECTION 3** **TERM**

The term of this Agreement ("Term") shall commence on August 1, 2018 and end on July 31, 2019.

Notwithstanding the Term provided herein, Contractor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit "A" hereto.

### **SECTION 4** **FEE**

**4.1** In consideration of the Services to be provided, Contractor shall be compensated on a fixed fee basis, in a total amount not to exceed **\$70,200.00**.

The City shall pay the Contractor a Management Fee of \$1,250.00 per individual baseball team (as defined in Exhibit "A" hereto). Contractor's baseball program (the "Program") shall consist of no more than 26 teams per season. Contractor shall submit a complete player roster of its registered players ("Roster") to the City no later than one (1) week following the start of the season. Contractor shall submit proof of team and/or individual payments, along with any amendments to the corresponding Roster, to the City no later than three (3) weeks following the start of the season. Upon receipt of the certified Roster, the City shall make payments to the Contractor based upon the following payment schedule:

- Fifty percent (50%) of the total Management Fee shall be due to the Contractor no later than two (2) weeks following the City's receipt and acceptance of the certified Rosters for the season.
- Twenty percent (20%) of the total Management Fee shall be due to the Contractor no later than six (6) weeks following the City's receipt and acceptance of the certified Rosters for the season.

- Twenty percent (20%) of the total Management Fee for the season shall be due to the Contractor no later than ten (10) weeks following the City's receipt and acceptance of the certified Rosters for the season.
- The remaining ten percent (10%) of the total Management Fee for the season shall be due to the Contractor no later than two (2) weeks following the conclusion the season.

In addition to the Contractor's Management Fee, Contractor shall be paid a Clinic Fee of \$100.00 per baseball clinic conducted, at a maximum of one (1) clinic per team per season, during the Term of this Agreement.

## **SECTION 5** **TERMINATION**

### **5.1 TERMINATION FOR CAUSE**

If the Contractor shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Contractor of its violation of the particular term(s) of this Agreement, and shall grant Contractor ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Contractor. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against Contractor. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

### **5.2 TERMINATION FOR CONVENIENCE OF THE CITY**

**THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF SUCH NOTICE. NOTWITHSTANDING THE FOREGOING, IF THE PERFORMANCE BY CONTRACTOR OF THE SERVICES UNDER THIS AGREEMENT IS CREATING A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR, IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE, WITHOUT PROVIDING CONTRACTOR AN OPPORTUNITY TO CURE. IF THE AGREEMENT IS TERMINATED BY THE CITY PURSUANT TO THIS PARAGRAPH, CONTRACTOR SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.**

### **5.3 TERMINATION FOR INSOLVENCY**

The City also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

## **SECTION 6 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **6.1 INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

### **6.2 INSURANCE REQUIREMENTS**

The Contractor shall maintain and carry in full force during the Term, the following insurance:

1. Contractor General Liability, in the amount of \$1,000,000; and
2. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Contractor's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability shall include the City as an additional insured and shall contain a waiver of subrogation endorsement.

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk

Manager. The City shall have the right to obtain from the Contractor specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Contractor is also solely responsible for obtaining and submitting all insurance certificates for any sub-contractors.

Compliance with the foregoing requirements shall not relieve the Contractor of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Contractor shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

## **SECTION 7**

### **LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER**

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Contractor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

## **SECTION 8**

### **LIMITATION OF CITY'S LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of the compensation/fee to be paid to the Contractor pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damages from any action for breach of contract to be limited to a maximum amount of the compensation/fee to be paid to the Contractor pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of the compensation/fee to be paid to the Contractor pursuant to this Agreement, less any amounts actually paid by the City as of the date of the alleged breach, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.



**SECTION 9**  
**DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT;**  
**AND CONFIDENTIAL FINDINGS**

**9.1 DUTY OF CARE**

With respect to the performance of the Services contemplated herein, Contractor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable Services.

**9.2 COMPLIANCE WITH APPLICABLE LAWS**

In its performance of the Services, Contractor shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

**9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS**

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Contractor, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Contractor or its employees or sub-contractors, without the prior written consent of the City Manager.

**SECTION 10**  
**GENERAL PROVISIONS**

**10.1 AUDIT AND INSPECTIONS**

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

**10.2 [INTENTIONALLY DELETED]**

**10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING**

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which

consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

#### **10.4 PUBLIC ENTITY CRIMES**

Prior to commencement of the Services, the Contractor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

#### **10.5 NON-DISCRIMINATION**

In connection with the performance of the Services, the Contractor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Contractor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

#### **10.6 CONFLICT OF INTEREST**

Contractor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Contractor further covenants that in the performance of this Agreement, Contractor shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

#### **10.7 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

1. Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
2. The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

3. Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:
- (1) Keep and maintain public records required by the City to perform the service;
  - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City;
  - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

- (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (2) Contractor's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- (3) A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. [119.10](#).

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Contractor to compel production of public records relating to the City's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the City or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express

Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- (3) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH  
ATTENTION: RAFAEL E. GRANADO, CITY CLERK  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FLORIDA 33139  
E-MAIL: [RAFAELGRANADO@MIAMIBEACHFL.GOV](mailto:RAFAELGRANADO@MIAMIBEACHFL.GOV)  
PHONE: 305-673-7411**

#### **SECTION 11 NOTICES**

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Contractor and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

**TO CONTRACTOR:** DANNY BERRY'S BASEBALL CAMP, INC.  
1225 NE 172 STREET  
NORTH MIAMI BEACH, FL, 33162  
ATTN: DANNY BERRY, PRESIDENT

**TO CITY:** CITY OF MIAMI BEACH  
PARKS AND RECREATION DEPARTMENT  
1701 MERIDIAN AVENUE, SUITE 401  
MIAMI BEACH, FL 33139  
ATTN: JOHN REBAR, DIRECTOR

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the date of an acknowledged receipt, or, in all other cases, on the date of receipt or refusal.

## **SECTION 12** **MISCELLANEOUS PROVISIONS**

### **12.1 CHANGES AND ADDITIONS**

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

### **12.2 SEVERABILITY**

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

### **12.3 ENTIRETY OF AGREEMENT**

The City and Contractor agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

### **12.4 BACKGROUND SCREENING**

In accordance with Sections 435.04 and 1012.465, Florida Statutes, employees, volunteers, contractors, and subcontracted personnel who work in direct contact with children or who come into direct contact with children must satisfactorily complete a Level 2 background screening investigation with the City of Miami Beach Human Resources Department, prior to commencing work pursuant to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

**CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Rafael E. Granado  
City Clerk

By: \_\_\_\_\_  
Jimmy L. Morales  
City Manager

Date: \_\_\_\_\_

FOR CONTRACTOR:

**DANNY BERRY'S BASEBALL CAMP,  
INC.**

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Danny Berry  
President

\_\_\_\_\_  
Print Name/Title

Date: \_\_\_\_\_

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney      Date



## **EXHIBIT "A"**

### **DESCRIPTION OF SERVICES**

The Contractor shall establish and administer the Fall 2018 and Spring 2019 youth baseball program seasons for Miami Beach residents and visitors between the ages of three (3) through fourteen (14) (the "Program") at the following locations:

- 1.) North Shore Park Youth Center (501 72nd Street, Miami Beach, FL 33141)
- 2.) Normandy Isle Park (7030 Trouville Esplanade, Miami Beach, FL 33141)
- 3.) Fairway Park (200 Fairway Dr, Miami Beach, FL 33141)
- 4.) Polo Park (4301 N Michigan Avenue, Miami Beach, FL 33140)
- 5.) Flamingo Park (1200 Meridian Avenue, Miami Beach, FL 33139)

Contractor's Services are described in greater detail below:

#### **1. General Terms**

- Contractor shall be responsible for the management of Contractor's Program, including registration of participants; establishing and designating teams; scheduling of practices and games; providing umpire services and coaching; conducting clinics; coordination of all umpires, coaches and volunteers; procuring and issuing uniforms and equipment; and any other duties required to successfully operate the Program.
- Contractor shall be responsible for having a league representative present at all games and practices.
- Consistent with Section 12.4 of this Agreement, Contractor's umpires, coaches, volunteers, and any other subcontractors or individuals performing work under this Agreement shall not participate in Contractor's Program or perform any work under this Agreement until Contractor submits written documentation to the City's Parks and Recreation Department Director or his/her designee (the "Director") evidencing that such individuals have passed a background screening investigation that is satisfactory to City. Contractor's umpires, coaches, and volunteers will be required to wear a City-issued Identification card while performing or participating in Contractor's Program activities.
- Contractor and/or Contractor's league representative shall ensure that Program participants are wearing proper identification while participating in Contractor's program.
- Contractor shall be responsible for procuring all uniforms and equipment for Contractor's Program.
- Contractor shall maintain any and all equipment in good working order.

#### **2. Program Schedule**

- Contractor shall be responsible for scheduling games and practices ("Activities") at times and locations that are pre-approved in writing by the Director.
- Contractor shall submit a written proposed schedule ("Schedule") of the times and dates of all Activities to the Director at least (2) weeks prior to the beginning of the season during the Term of this Agreement. The final Schedule shall be subject to the Director's prior written approval.
- Any proposed Schedule changes shall first be submitted in writing to the Director and, following the Director's approval, such changes shall be communicated to Program participants by the Contractor at least two (2) days before a scheduled game or practice; provided further that shorter notice may be given if circumstances outside the control of the parties do not permit the provision of at least two (2) days' notice.

- Contractor shall hold the City harmless in the event of any facility or field closures due to inclement weather and/or any other conditions that would render a facility unusable for Contractor's Program. Contractor agrees to adhere to the City's directives pertaining to field closures.
- Contractor shall cease all operation and use of the Designated Premises (as defined below) no later than one (1) week after the end date of the season, unless prior arrangements have been made with the Director and evidenced in writing.
- Contractor's Program Activities shall be conducted at times and locations as determined by the Director.
- Season start and end dates may be amended at any time by the City, or as approved in writing by the City and Contractor.
- Contractor's spring season shall begin and end as follows:

Season	Begins	Ends
Fall	August	December
Spring	January	May

### 3. Fees and Scholarships

- The fees to participate in Contractor's Program ("Participant Fees") are as follows:
  - Miami Beach Residents: \$125.00 per season
  - Non-Residents: \$250.00 per season
  - Contractor shall offer discounted Participant Fees to Miami Beach residents. At least 75% of participants in Contractor's program shall be Miami Beach residents. The City shall coordinate and/or provide facility access as necessary. Any change to the approved fees shall require prior written approval of the City Manager.
- Any change to the Participant Fees must be pre-approved in writing by the Director.
- Participant Fees shall be consistent with comparable South Florida cities offering the same or similar baseball program.
- Contractor shall be responsible for the collection of all Participant Fees. All Participant Fees collected by the Contractor shall be utilized to fund the operations of the Program. The total Participant Fees collected by Contractor shall not exceed the amount required to cover Contractor's direct Program operating costs. Contractor's Participant Fees shall not be used to cover Contractor's administrative costs.
- Contractor shall offer a 50% reduced registration rate ("Scholarships") for children where it can be demonstrated with supporting documentation that there is a financial need. In order to qualify for a Scholarship, the child participant must reside within the city limits of the City of Miami Beach. Supporting documentation shall include proof of one (1) of the following and shall be submitted to the Contractor at the time of registration in order to be considered:
  - Medicaid or Food Stamps Qualification;
  - Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI) Recipient;
  - Unemployment Recipient;
  - Section 8 Housing Choice or Housing Assistance Voucher Recipient.
- Contractor shall submit all Scholarship applications, along with supporting documentation, to the Director for review and approval prior to the beginning of each season.

- Contractor shall maintain a current list of all participants who have been approved for a Scholarship by the City. The list shall indicate the participant's name, team, applicable season, and approved reduced rate (i.e. 50%). This list shall be mailed electronically to the Director as an Excel document no later than one week following the start of the season.

#### **4. Marketing**

- Contractor shall consult and collaborate with the Director in order to establish a marketing program aimed at promoting the Program.
- All marketing materials and methods shall be pre-approved by the Director prior to being utilized.
- Contractor shall provide the Director with electronic copies of any and all marketing materials utilized to promote the Program. All electronic files shall be provided in a format that is compatible with the City's software program(s).
- Contractor authorizes the City to utilize any and all Program-related marketing materials as the City deems appropriate for the purpose of promoting the Program.

#### **5. Sponsorships**

- Contractor shall use its best efforts to solicit and obtain sponsorships on behalf of the City for the sole purposes of raising funds to cover management costs or additional necessary/approved operational costs of the Program.
- All funds raised from sponsorships shall be made payable directly to the City of Miami Beach.
- All proceeds received from sponsorship fundraising shall be documented via a written report and maintained by the City.
- Contractor understands and agrees that permanent advertising from any Program Sponsor **shall not** be permitted on any City of Miami Beach property.

#### **6. City's Responsibilities**

- The Director shall identify and determine the number of fields and field locations (the "Designated Premises") available to the Contractor to utilize for Contractor's program.
- Once the City has identified the Designated Premises, the City shall be responsible for providing general field maintenance, facility access, lighting, and field marking/lining prior to the first game.
- The City will, to the extent the applicable budget allows, provide the following: home plates, pitching rubbers, base anchors, and dragging and marking of baseball lining of diamonds and outfield foul lines.
- The City agrees to utilize all applicable City methods to promote a marketing program for Contractor's Program.
- The use of the Designated Premises by Contractor for the Services will be limited to such times designated by the City and shall not conflict with use by City.
- It is expressly understood by Contractor that from time to time, due to the necessity of the use of the Designated Premises, as determined by the Director, for the benefit of the citizens of City, the Designated Premises may not be available for use by Contractor. However, in such event, the Director will make a reasonable effort to provide Contractor with advance written notice of such need for the use of the Designated Premises.
- The City shall cover the cost of any background checks for umpires, coaches and volunteers when the City requirements exceed those of the National League standards.



# Miami Beach Youth Baseball

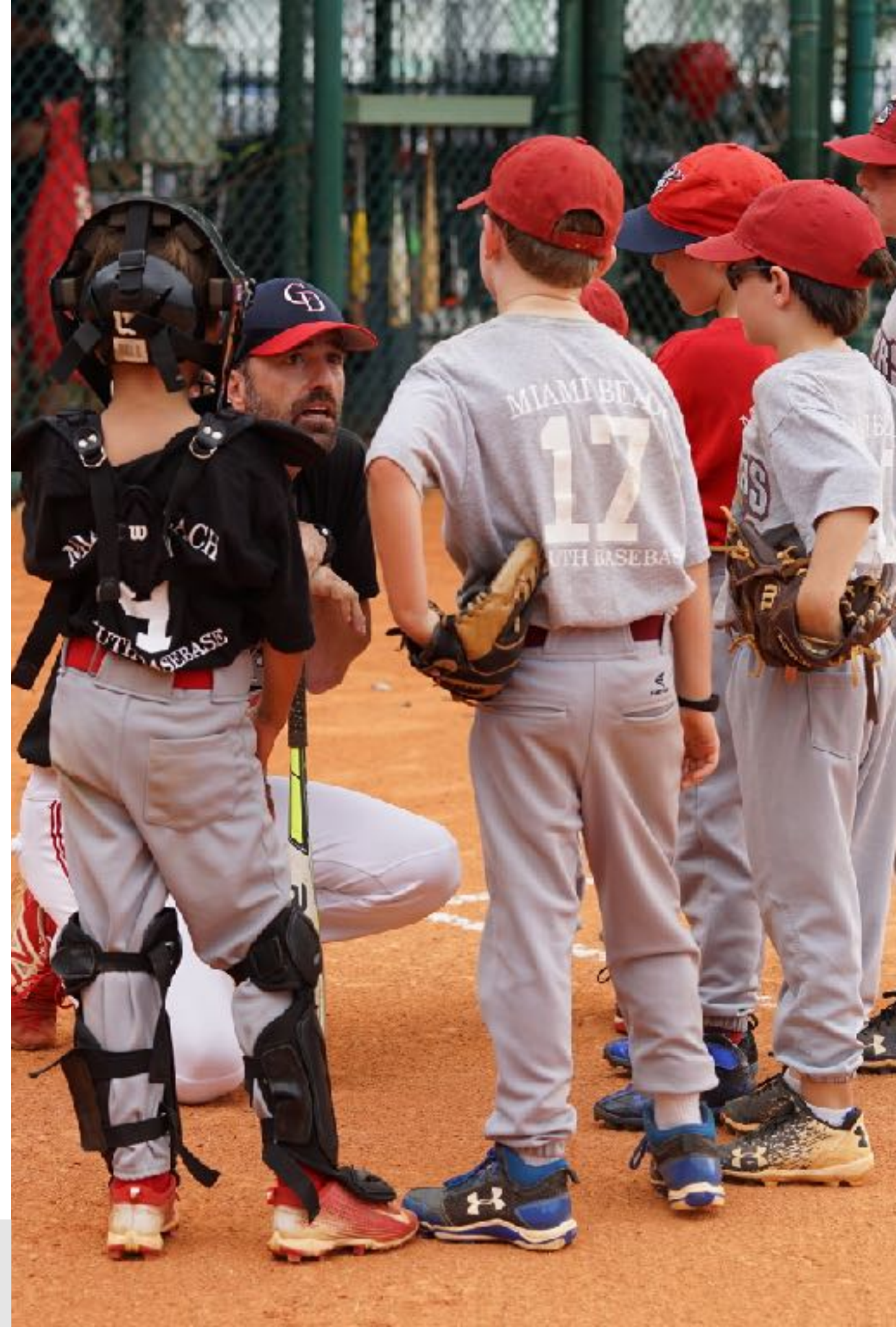
Winter 2018 Presentation





# Danny Berry Baseball

- Provides a world of fun for boys and girls through a wide variety of Leagues, Academies and Camps.
- Over 32 years of experience coaching youth baseball
- The ideal setting for a youngsters initiation into the National Pastime in a “No Pressure” fun filled atmosphere







# Teaching Good Sportsmanship and Teamwork





# MIAMIBEACH Youth BASEBALL League

**January - May • Ages/Edades 3-13**

**\$125 resident/\$250 non-resident**

*(Includes: Uniforms, umpires & use of equipment.)*

*(Incluye: Uniformes, árbitros y uso del equipo.)*

**North Shore Park • 501 72 Street**

Intro to Baseball (3-4 years/años)

Pee Wee - Tee Ball (5-6 years/años)

Rookies - Coach Pitch (7-8 years/años)

Minors - Kid Pitch (9-10 years/años)

Majors - Kid Pitch (11-13 years/años)

**305.271.9000 ext. 241 • [miamibeachyouthbaseball.com](http://miamibeachyouthbaseball.com)**

**The Miami Beach Youth Baseball League provides a high quality experience in which every athlete:**

- Is coached using the principles of the Little League Double-Goal Coach.
- Feels like an important part of the team regardless of performance.
- Learns "life lessons" that have value beyond the playing field while having fun.
- Learn the skills, tactics and strategies of the game and improve as a player.

**Las Ligas Juveniles de Béisbol de Miami Beach proporcionan una experiencia de alta calidad en la que los atletas:**

- Son entrenados usando los principios del Double-Goal de las Ligas Menores.
- Se sienten como una parte importante del equipo, independientemente de los resultados.
- Aprenden lecciones de vida que tienen valor más allá del campo de juego, mientras se divierten.
- Aprenden habilidades, tácticas y estrategias del juego y a mejorar como jugador.

*Limited financial assistance available for qualified participants.*

*Asistencia financiera limitada está disponible para participantes calificados.*

**Partnership with  
Danny Berry Baseball**



For alternate format or ADA accommodations, please call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).





All Games are played at  
North Shore Park





Danny Berry Baseball Starts with Introduction to baseball for 3 and 4 year olds. The program has been sold out every season



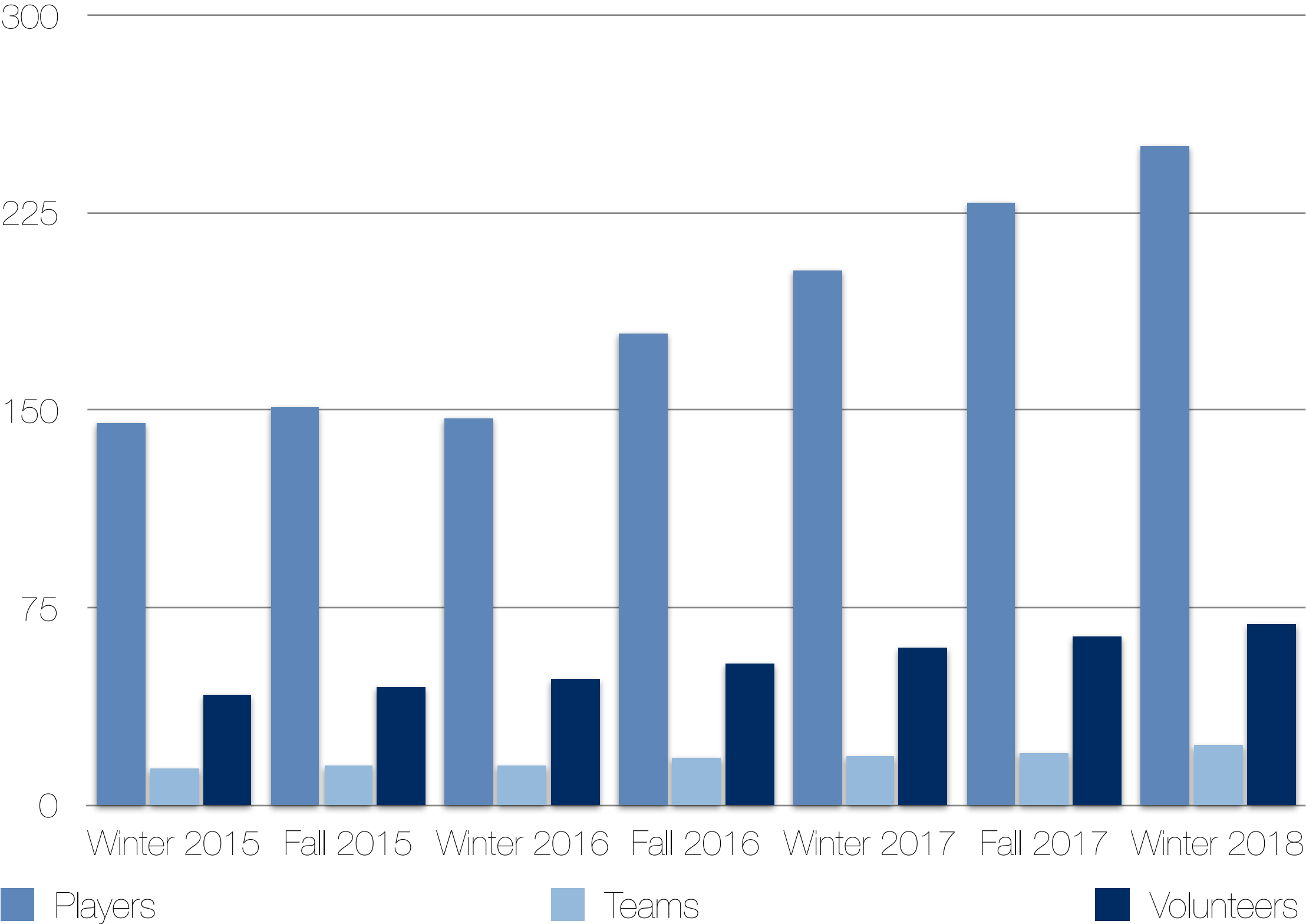
# MIAMI BEACH YOUTH BASEBALL

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- RE-INTRODUCED IN WINTER 2015
- IMPROVEMENTS AT NORTH SHORE PARK
  - FOOD CONCESSION
  - NEW BATTING CAGES



# Growth of League



Winter 2015:  
145 Players  
14 Teams  
42 Volunteers

Winter 2018:  
250 Players  
23 Teams  
69 Volunteers



# LEAGUE IMPROVEMENTS - NORTH SHORE PARK

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- PORTABLE OUTFIELD FENCES
- PITCHING BULLPENS
- ADDITIONAL LIGHTING
  - Near Bullpen and Batting Cage
- PORTABLE PITCHING MOUNDS
- ADDITIONAL MANAGED BATTING CAGES





# LEAGUE IMPROVEMENTS - POLO PARK

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- FIELD MAINTENANCE
- NEW BASES
- ADDITIONAL DUGOUT (1st BASE SIDE)
- EXTEND NETTING (1st BASE LINE)
- WATER PROVIDED FOR GAMES & PRACTICES
- PORTABLE BLEACHERS
- RESTROOM ACCESS

# LEAGUE IMPROVEMENTS - LONG TERM

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- EVALUATE NORTH SHORE PARK LAYOUT
- EVALUATE NORTH SHORE FIELDS
  - ARTIFICIAL GRASS vs. CLAY / REAL GRASS
- ADDITIONAL FIELDS - with LIGHTS
  - FLAMINGO, FAIRWAY, NORMANDY ISLE
- SCHEDULE GAMES AT FLAMINGO PARK

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING USES OF ADDITIONAL RDA AMENDMENT  
FUNDING PENDING MIAMI-DADE COUNTY APPROVAL**

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**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> RDAAmendment proposed uses	Other

## **RDA AMENDMENT - ADDITIONAL REVENUE**

FY 2018 One-Time for the Convention Center project	6,914,221
FY 2018 One-Time (50% of remaining in Trust Fund)	7,600,000
FY 2018 Recurring (75% of excess revenues)	5,900,000
Total Available	<b>13,500,000</b>

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### **FY 2018 PROPOSED USES**

Repayment of HUD funds (LTC 580-2017)	1,078,420
Above Ground Costs for West Ave Phase II (\$3.7M) and 11th Street Flamingo Neighborhood (\$1.1M) *	4,749,166
Public Safety Radio System *	1,500,000
Replenish GF Reserve (FY 2017 impact from Hurricane Irma)	3,551,648
Replenish General Fund Contingency Prior to Hurricane Season (Examples: \$200K for Legal Fees for Unidad Litigation, \$85K for Ocean Drive Study, \$75K for West Lots Development Study, \$61K for Digital Citizen Boot Camp)	960,766
Pending Items from Commission and Committees (\$190,000 for Unidad Meals, \$40,000 for Unidad Maintenance, \$330K for Spectra Warehouse, \$500K for Inspector General, \$600K for Fillmore Repairs)	1,660,000
Total	<b>13,500,000</b>

<i>Estimated Additional Hurricane Costs in FY 2018</i>	<i>3,694,923</i>
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#### Note

Projects are anticipated to be reimbursed from GO Bond proceeds if voter referendum is approved; freed up funds could be used to cover the Anticipated Additional Hurricane Costs in FY 2018

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### **FY 2019 PROPOSED USE**

\$2.2M for Costs of Issuance of the GO Bonds and \$3.7M for Capital Projects (one-time)	<b>5,900,000</b>
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### **FY 2020 PROPOSED USE**

Reduce millage increase necessary for debt service from new GO Bond program (\$5.9M would cover approximately \$100M of bonds)	<b>5,900,000</b>
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# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING SPONSORING THE 2019 MIAMI BEACH FIT FEST IN  
NORTH BEACH AND WAIVING ALL ASSOCIATED PERMIT FEES**

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### **ANALYSIS:**

Discussion at Committee.

### **ATTACHMENTS:**

Description	Type
❑ February 14, 2018 - Commission Memo - Mami Beach Fit Fest	Memo
❑ 2019 Mami Beach Fit Fest Presentation	Memo

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Commissioner Ricky Arriola  
DATE: February 14, 2018

SUBJECT: REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO DISCUSS  
SPONSORING THE 2019 MIAMI BEACH FIT FEST IN NORTH BEACH AND WAIVING ALL  
ASSOCIATED PERMIT FEES.

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### **ANALYSIS**

Please add this referral item to the February 14, 2018 City Commission agenda.

The H2OS Foundation, a Florida non-profit corporation, is seeking a sponsorship from the City to organize the 2019 Miami Beach Fit Fest. Fit Fest is a two-day multi-sport and lifestyle competition, designed to create a culture of sports and health and inspire the community to create and maintain a healthier lifestyle. The event features an open water ocean swim, 5K Run, beach soccer, Zumba, CrossFit, and yoga, along with live music, an organic farmer's market, farm-to-table dining, and more.

### **Legislative Tracking**

Commissioner Ricky Arriola

### **Sponsor**

Co-sponsored by Commissioner Michael Gongora

### **ATTACHMENTS:**

#### **Description**

- ▢ 2019 Miami Beach Fit Fest Presentation





# ***MIAMI BEACH FITFEST***

3RD ANNUAL

**JANUARY 2019**

NORTH BEACH , MIAMI BEACH, FL





# ***A MULTI-SPORT & LIFESTYLE EVENT***

The Miami Beach Fit Festival, a two-day multi-sport & lifestyle competition event brought to you by the creators of Swim Miami!

Why? Because we want to create a culture of sports and health as a positive district image in a diverse community. Combined it can be a strong cultural factor in building character. We hope to inspire the community to create and maintain a healthier lifestyle.

## **Proceeds will benefit the H2OS Foundation**

Its mission is to eradicate drowning in the South Florida Community and to promote an active and healthy lifestyle through aquatic programs. It offers children and youth a unique opportunity to learn lifesaving skills.





## ***PERFECT BLEND OF SPORTS, HEALTH, MUSIC & CUISINE***

### **ACTIVITIES:**

- OPEN WATER SWIMMING
- BEACH SOCCER
- ZUMBA
- CROSSFIT
- YOGA
- LIVE MUSIC
- 5K BEACH SERIES
- PADDLEBOARD
- ORGANIC FARMER'S MARKET
- FARM TO TABLE DINING
- SPONSOR EXPO





## ***OPEN WATER SWIMMING***

500+ Participants  
One mile and 5K racing with Elite  
Olympic level competition  
Challenge yourself and put your  
front crawl to the test! - All ages...

## ***BEACH SOCCER***

Clinics featuring Francis  
Farberoff, elite coaches and  
players. Amateur tournament for all  
ages. Friendly matches featuring  
premier competitions with the US  
National Team!







## **ZUMBA**

Presented by Betsy Dopico who has been featured on CNN en Espanol, Despierta America and Premios Lo Nuestro. She has performed with artists like Pitbull and Wyclef Jean while bringing her greatest dance moves and mind blowing energy.

## **CROSSFIT 305**

Two hundred of South Florida's most adventurous athletes will gather to take on over 3 miles of sand, ocean and obstacles in the heart of the North Beach. The course will be doable for all, but difficult even for the most experienced.







## **5K BEACH SERIES**

Through sand and road get ready to go about the city in this fun marathon tour. Run, jog or walk. Achievable distance for all ages and abilities

## **PADDLEBOARD**

Have you got what it takes to SUP with the best of them?

- International and local participants to create elite level competition





## YOGA

Dawn B Feinberg founder of Ahana Yoga brings you a unique Yoga experience to the sands! A Certified Jivamukti Teacher and Licensed Movement Therapist who is a Top Instructor in South Florida!



## LIVE MUSIC

Enjoy some amazing live music featuring local and international bands! From Pop to country to latin salsa and more. It will be free to the general audience.





# ***ORGANIC FARMER'S MARKET***

Organic fresh produce from local vendors offering fruits, veggies, fresh plants, grains, honey, jams and more!

Presented by Normandy Village Marketplace to supply all of your healthy eating needs!



## ***FARM TO TABLE DINNING EXPERIENCE***

Exclusive gourmet breakfast, lunch and dinner tailored to event participants and spectators in state of the art farm style tents to create a unique dining experience...





# ***SPONSOR EXHIBIT***

Sponsors and vendors welcome to participate and broadcast your company in our Sponsor Exhibit inside of the North Beach Bandshell! Opportunity to interact the general public of varying ages and interests.

This type of exposure is invaluable to those who want to be considered as market leaders, and show both commitment to a growing community, and value as an market resource.  
(10x10 pop-up tents and other)



# ***FITTEST PARTNER***

## TITLE SPONSOR

- VIP access to all race events for up to 20 guests
- 10 participant entries to any of the six races being offered
- Signage: up to 15 banners (evenly distributed around venue but not merchandise area)
- Merchandise tent activation (300 sq. ft. space for booth activation and partner giveaways)
- Opportunity to distribute company/product information in winners favor bags
- Brand recognition on all media press releases
- Exclusive content write-up by FitFest bloggers and e-newsletter presence on [www.MiamiBeachFitFest.com](http://www.MiamiBeachFitFest.com)
- Multiple announcements of copy up to 30 seconds provided by partner
- Logo inclusion - 1st tier on all promotional material including over 20,000 flyers/1,000 posters to be distributed within the South Florida market and logo on event page
- Social Media mentions and all platforms
- Blast on PRWeb to 4-5 markets within the US and 4-5 categories related to the brand
- Blast to media database of over 3,000 bloggers with a reach of over 10,000 unique visitors per month
- At least 4 or more features to be published per blast

**\$40,000**

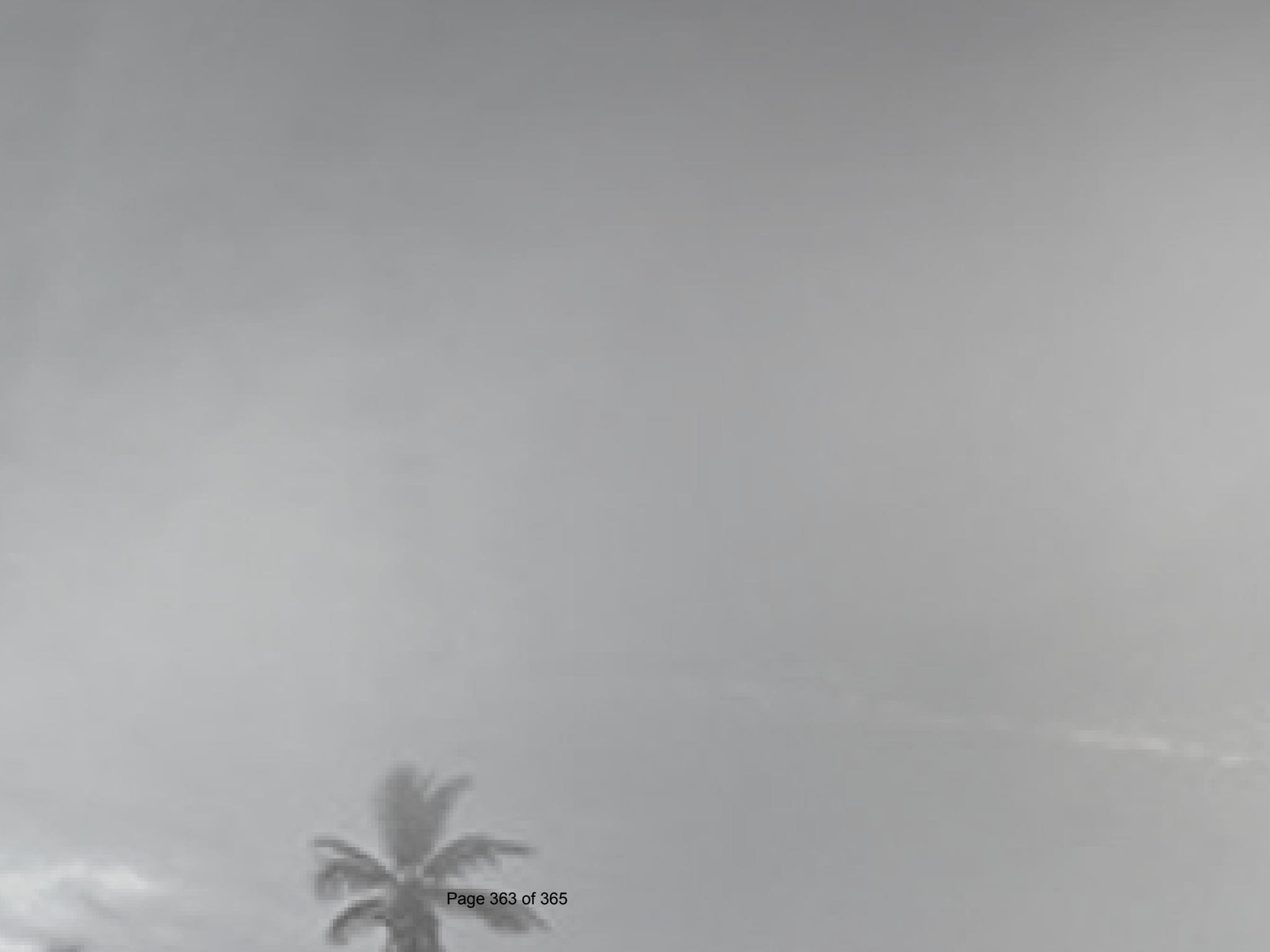
# ***FIT PARTNER***

## PRESENTING SPONSOR

- VIP access to all race events for up to 10 guests
- 10 participant entries to any of the six races being offered
- Signage: up to 10 banners (evenly distributed around venue but not merchandise area)
- Merchandise tent activation (200 sq. ft. space for booth activation and partner giveaways)
- Opportunity to distribute company/product information in winners favor bags
- Brand recognition on all media press releases
- Multiple announcements of copy up to 15 seconds provided by partner
- Logo inclusion - 2nd tier on all promotional material including over 20,000 flyers/1,000 posters to be distributed within the South Florida market and logo on event page
- Social Media mentions and all platforms
- Blast to media database of over 3,000 bloggers with a reach of over 10,000 unique visitors per month

**\$30,000**





# ***MIAMI BEACH FITFEST***

We look forward to working with you and amplifying your brand in what will be one of the most diversified sporting events in Miami Beach!

Contact: Alex Avellanet  
Alex@bonvoix.com  
(786) 266-8055  
Miami Beach, FL

THANKS!

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: February 23, 2018

SUBJECT: **DISCUSSION REGARDING THE FILM INCENTIVE GUIDELINES AND CRITERIA  
AS RATIFIED BY THE PRODUCTION INDUSTRY COUNCIL**

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**ANALYSIS:**

Discussion at Committee.