

# MIAMI BEACH

## Finance and Citywide Projects Committee Meeting

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

September 14, 2018 - 2:00 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 A PILOT PROJECT TO TEST TEMPORARY ARTISTIC SHADE STRUCTURES IN SELECT PUBLIC SPACES TO SPUR ACTIVITY AND COMMUNITY VIBRANCY**  
July 25, 2018 - R9 N  
Sponsored by Commissioner Arriola  
Tourism, Culture, and Economic Development
2. **DISCUSSION REGARDING ACTIVATING STOREFRONT GROUND FLOOR VACANCIES WITHIN MIAMI BEACH COMMERCIAL CORRIDORS**  
April 11, 2018 - C4 J  
Sponsored by Commissioner Arriola  
Tourism, Culture, Economic Development
3. **DISCUSSION REGARDING PROGRAMMING RUE VENDOME AND ISSUING A SOLICITATION FOR A CREATIVE MARKETING AGENCY TO HELP SUPPORT THE LOCAL BUSINESSES AND REVITALIZE THE COMMUNITY THROUGH CREATIVE PROGRAMMING WITHIN NORMANDY ISLE**  
May 16, 2018 - C4 Y  
Sponsored by Commissioner Arriola  
Tourism, Culture, Economic Development
4. **DISCUSSION REGARDING CABLERUNNER AND ITS TECHNOLOGY**  
February 14, 2018 - C4 V  
Sponsored by Commissioner Alemán  
Public Works
5. **DISCUSSION REGARDING THE FEES CHARGED TO DEVELOPERS TO APPEAR BEFORE THE CITY'S LAND USE BOARDS**  
April 26, 2017 - C4 F  
Sponsored by Commissioner Alemán  
Planning
6. **DISCUSSION TO REVIEW STATUS, ISSUES, AND PLANS RELATED TO THE INDIAN CREEK DRIVE FLOODING MITIGATION**  
March 7, 2018 - C4 F  
Sponsored by Commissioner Samuelian  
Public Works  
**Status: Item deferred to the October 26, 2018 FCWPC meeting.**

7. **DISCUSSION REGARDING G.O. BOND**

January 17, 2018 - R9 J

Sponsored by Commissioner Arriola

Finance

8. **DISCUSSION TO EXPLORE POTENTIAL PARTNERSHIP WITH CITYGRADER**

May 16, 2018 - C4 P

Sponsored by Vice-Mayor Samuelian

Marketing & Communications/Information Technology

9. **DISCUSSION REGARDING THE PROJECT BUDGET AND SCOPE OF THE 72ND STREET CIVIC COMPLEX PROJECT**

January 17, 2018 - C4 D

Sponsored by Commissioner Alemán

Office of Capital Improvement Projects

10. **POTENTIAL REVENUE STREAMS**

Marketing & Communications

**NEW BUSINESS**

11. **DISCUSS IMPLEMENTATION OF A ONE-YEAR TRIAL OF “eCOMMENT,” AN ONLINE RESIDENT ENGAGEMENT TOOL THAT ALLOWS RESIDENTS THE OPPORTUNITY TO PROVIDE COMMENTS DIRECTLY TO THE CITY COMMISSION THROUGH THE ONLINE MEETING AGENDA**

July 25, 2018 - C4 R

Sponsored by Commissioner Arriola

Office of the City Clerk

12. **DISCUSSION REGARDING THE 2018 COMMUNITY SATISFACTION SURVEY**

July 25, 2018 - C4 M

Office of the City Manager

13. **DISCUSSION REGARDING THE SPONSORSHIP PACKAGE REQUEST FOR SUPER BOWL XLIV, SCHEDULED TO TAKE PLACE ON FEBRUARY 2, 2020 WITH MAJOR MEDIA AND NFL EXPERIENCE EVENTS PLANNED FOR MIAMI BEACH AND THE MIAMI BEACH CONVENTION CENTER**

July 25, 2018 - R9 O

Sponsored by Mayor Gelber

Tourism, Culture & Economic Development

14. **DISCUSSION REGARDING EXTENDING THE LEASE AGREEMENT BETWEEN THE CITY AND MDGLCC FOUNDATION, INC., FOR APPROXIMATELY 2,543 SQUARE FEET OF OFFICE SPACE, LOCATED IN HISTORIC CITY HALL, 1130 WASHINGTON AVENUE, 1<sup>ST</sup> FLOOR NORTH**

Tourism, Culture, and Economic Development

15. **DISCUSSION ON THE PROPOSED MOBILITY FEE PROGRAM**

July 25, 2018 - C4 U

Sponsored by Commissioner Alemán

Transportation

16. **DISCUSSION REGARDING ESTABLISHING A HISTORIC PRESERVATION FUND**

April 11, 2018 - C4 O

Sponsored by Commissioner Arriola

Finance/Planning



**Status: Item deferred to the October 26, 2018 FCWPC meeting.**

17. **DISCUSSION REGARDING AREVISED SOLICITATION FOR THE FUTURE USE OF THE BYRON CARLYLE THEATER**

July 25, 2018 - C4 O

Sponsored by Commissioner Alemán

Tourism, Culture, Economic Development

**Status: Supplemental updated on 9/12/18.**

**DEFERRED ITEMS**

18. **DISCUSSION ON STORMWATER UTILITY RATES**

Public Works

**Status: Item deferred to the December 14, 2018 FCWPC meeting.**

19. **SANITATION FEE ADJUSTMENT**

Public Works

**Status: Item deferred to the December 14, 2018 FCWPC meeting, pending negotiations with the waste haulers.**

20. **DISCUSSION REGARDING THE REVIEW AND REVISION OF THE CITY'S INVESTMENT POLICY**

May 16, 2018 - C4 E

Finance

**Status: Item deferred to the October 26, 2018 FCWPC meeting, pending draft investment policy.**

21. **DISCUSSION REGARDING RECOMMENDATIONS OF THE BLUE RIBBON EMERGENCY RESPONSE COMMITTEE**

February 14, 2018 - R9 J

Sponsored by Commissioner Steinberg

Finance

**Status: Item deferred to the October 26, 2018 FCWPC meeting, pending revised resort tax reserve policy and Budget Advisory Committee meeting.**

22. **DISCUSSION REGARDING THE MIAMI BEACH ROWING CLUB LEASE**

June 6, 2018 - C4 E

Sponsored by Commissioner Arriola

Parks and Recreation

**Status: Item deferred to the October 26, 2018 FCWPC meeting, per Miami Beach Rowing Club request.**

23. **DISCUSSION REGARDING MOVING FORWARD WITH AN ART INSTALLATION THAT CELEBRATES DIVERSITY IN OUR COMMUNITY, AS REQUESTED BY THE LGBTQ ADVISORY COMMITTEE**

April 11, 2018 - C4 X

Sponsored by Commissioner Steinberg

Tourism, Culture, and Economic Development

**Status: Item deferred to the October 26, 2018 FCWPC meeting, pending discussion at the Neighborhood/Community Affairs Committee.**

24. **DISCUSSION REGARDING THE CREATION OF A CITY OFFICE OF INSPECTOR GENERAL**

December 13, 2017 - C4 Q

Sponsored by Mayor Gelber and Co-sponsored by all City Commissioners

Office of the City Attorney

**Status: Item deferred to the October 26, 2018 FCWPC meeting, pending further discussions at the Audit Committee.**

25. **DISCUSSION TO REVIEW THE JULIA TUTTLE BUS RAPID TRANSIT DEMO PROJECT**

May 16, 2018 - C4 R

Sponsored by Commissioner Samuelian

Transportation

**Status:** Item deferred to the October 26, 2018 FCWPC meeting, pending quarterly report from Miami-Dade County on the progress of the new BERT service.

26. **DISCUSSION REGARDING THE NORTH BEACH TOWN CENTER GARAGE**

April 11, 2018 - R7 A

Office of the City Manager/Tourism, Culture, and Economic Development

**Status:** Item deferred to a future FCWPC meeting, pending receipt of best and final offer from developer.

27. **UPDATE ON ENERGOV PERMITTING SYSTEM**

April 26, 2017 - C7 M

Information Technology

**Status:** Item deferred to the October 26, 2018 FCWPC meeting, pending update.

28. **DISCUSSION REGARDING THE FINANCIAL IMPACT OF MAINTAINING TREES LOCATED IN THE SWALE**

May 16, 2018 - C4 AA

Sponsored by Commissioner Arriola

Public Works

**Status:** Item deferred to the January 2019 FCWPC meeting, pending pilot study on sites and potential funding.

29. **DISCUSSION REGARDING THE FUTURE USE OF THE CORAL ROCK HOUSE, CONSISTING OF APPROXIMATELY 1,307 SQUARE FEET, LOCATED AT 1701 NORMANDY DRIVE**

April 11, 2018 - C4 A

Tourism, Culture and Economic Development

**Status:** Deferred to the October 26, 2018 FCWPC meeting, pending revised construction cost estimate.

30. **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:** Item deferred to a future FCWPC meeting, pending Sustainability and Resiliency Committee direction.

31. **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 INCREASES ASSOCIATED WITH OTHER PUBLIC RENTAL USES**

October 18, 2017 - C4 F

Tourism, Culture, and Economic Development

**Status:** Item deferred to the October 26, 2018 FCWPC meeting, pending feedback from the industry.

32. **DISCUSSION REGARDING STREAMLINING THE PROCUREMENT PROCESS**

June 27, 2018 - C4 A

Sponsored by Commissioner Arriola

Procurement

**Status:** Item deferred to the October 26, 2018 FCWPC meeting, pending conclusion of meetings with Commissioners.

**ADDENDUM**

33. **DISCUSS ENGAGING IN A PILOT WITH CAMINO PERMITTING SOFTWARE**



## MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 2018

SUBJECT: **DISCUSSION REGARDING A PILOT PROJECT TO TEST TEMPORARY ARTISTIC SHADE STRUCTURES IN SELECT PUBLIC SPACES TO SPUR ACTIVITY AND COMMUNITY VIBRANCY**

**HISTORY:**

This item was referred to the Finance and Citywide Projects Committee at the July 25, 2018 City Commission meeting. The item was discussed at the July 27, 2018 Finance and Citywide Projects Committee. The Committee directed the Administration to further research artistic shade structures, potential locations, and cost estimates.

**ANALYSIS:**

The City of Coral Gables, in partnership with the Coral Gables Business Improvement District recently commissioned Sextafeira, a creative agency that uses art to spur commercial activity, to replicate their Umbrella Project over Giralda Avenue. The selected location, Giralda Avenue, is a pedestrian corridor lined with restaurants and shops. The initiative was a great success, drawing people to the space from around Miami-Dade County and creating enormous social media attention and activity around the project and the location.

This installation follows the principles of creative placemaking, a strategy that has been adopted throughout the Country to help revitalize Main Street's and commercial corridors. Creative placemaking is generally understood as the use of arts and culture by diverse partners to strategically shape the physical and social character of a place in order to spur economic development, promote enduring social change and improve the physical environment. Local arts offerings—public art, murals, art parades, art fairs and crawls, museums, performances, and open studio nights—offer people an opportunity to enjoy and participate in community. These offerings not only help build social cohesion but also stimulate the local business community. Below are a few examples of creative placemaking:

**Project:** Horizontes

**Location:** Wichita, Kansas

**Objective:** Connecting two diverse neighborhoods through the design and implementation of a large scale mural on a vacant grain elevator that has created a physical barrier between two commercial corridors.

**Link:** <http://www.horizontes-project.com/about/>

**Project:** Truth Booth

**Location:** World-wide and most recently Palm Beach, Florida and Detroit, Michigan

**Objective:** The Truth Booth was created by the [Cause Collective](#), an organization of artists, designers and ethnographers working together to create large-scale public art projects. It debuted in Ireland in 2011 and has made stops all over the world, including Afghanistan and South Africa. The goal of the project is to empower residents and visitors to speak freely and to give them a unique and creative opportunity to make their voices heard in public spaces.

**Link:** <http://www.causecollective.com/projects/httpwww-insearchofthetruth-net/>

Administration has researched various methods for executing a similar project and has identified three opportunity areas for consideration.

**Opportunity Areas**

1. Normandy Isle (Rue Vendome) - This area has been identified in the North Beach Master Plan as a critical corridor within North Beach. Rue Vendome has been permanently closed off to vehicles and transformed into a public plaza. This street has very little shade and while Staff has started to activate this space with weekly programming, a shade structure would provide additional value.

2. Washington Avenue - Washington Avenue has recently formed a Business Improvement District (BID) to help increase vibrancy and activity along the corridor. While this is one of the City's most critical corridors in terms of tourism, it also has the highest number of storefront vacancies. The BID has expressed interest in finding creative interventions for improving the corridor and would help partner with the City on a potential project. Please note that their first assessments would not be made until the beginning of 2019.

3. 41st Street- The 41st Street Committee made a motion at their July 31, 2018 Committee meeting recommending that the Finance and Citywide Projects Committee consider 41st Street as an area of opportunity for a temporary shade structure. A master plan was recently commissioned for 41st Street by Alta Planning and Gehl Studios. This plan assessed the current conditions of the street and provided twelve critical strategies for increasing its vibrancy. One of the strategies was to provide more shade, which could be done through structures similar to the Umbrella Project as well as through increased tree canopy. This is a key commercial and tourist corridor in Miami Beach that also serves a dense residential neighborhood with local businesses and community organizations all located along the main corridor.

**Shade Structure Options**

1. Commission Sextafeira, or a similar creative agency. This agency in particular has created many different installations in Cities across the world. The Umbrella Project in Coral Gables cost between \$80,000-\$120,000. The cost for such installation would vary greatly based on location and size.

The Administration would recommended allocating \$100,000.00 for a project by Sextafeira.

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Timeline: 1 year (\*The Giralda Avenue project took from March 2017 to July 2018 to plan, execute, and launch)

2. Partner with Arts in Public Places and the Office of Cultural Affairs to issue a local call for artists to commission a shade installation. This would be a unique way to foster creativity within our local artistic community. This has been done in other cities such as Houston which did a call for artists to create a shade project at Discover Green, as 12-acre park. As noted in the aforementioned examples of creative placemaking this concept has been performed throughout the country. Notably, the Bloomberg Art Challenge supports innovative, temporary art projects to promote vibrancy in cities.

The Administration would recommend allocating \$50,000-\$75,000.00 for this project.

Timeline: 6-8 months

<https://www.americansforthearts.org/by-program/networks-and-councils/public-art-network/public-art-year-in-review-database/firmament>

<https://publicartchallenge.bloomberg.org/finalists>

3. Perform a quick build project using temporary shade sails of various colors. This method would be the quickest way to provide shade over identified areas. Shade sails range in price but would cost around \$30,000.00. While this approach could provide a practical enhancement to an area, this tactic would not spur the same traction as the Umbrella Project did for Giralda Avenue, nor would it have a curated artistic component. A budget of \$30,000.00 would allow for 2-4 shades to be installed which could be performed by City Staff.

Timeline: 8-12 weeks

[https://www.google.com/search?](https://www.google.com/search?q=colorful+shade+sails&safe=off&source=lnms&tbn=isch&sa=X&ved=0ahUKEwiErKqepjcAhWhwVkKHSpHBBMQ_AUICygC&biw=1920&bih=974)

[q=colorful+shade+sails&safe=off&source=lnms&tbn=isch&sa=X&ved=0ahUKEwiErKqepjcAhWhwVkKHSpHBBMQ\\_AUICygC&biw=1920&bih=974](https://www.google.com/search?q=colorful+shade+sails&safe=off&source=lnms&tbn=isch&sa=X&ved=0ahUKEwiErKqepjcAhWhwVkKHSpHBBMQ_AUICygC&biw=1920&bih=974)

#### **CONCLUSION:**

The Administration seeks direction and feedback on the proposed options for implementing an artistic shade structure within a selected Miami Beach location.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 2018

SUBJECT: **DISCUSSION REGARDING ACTIVATING STOREFRONT GROUND FLOOR VACANCIES WITHIN MIAMI BEACH COMMERCIAL CORRIDORS**

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### **HISTORY:**

This item was referred to the Finance and Citywide Projects Committee at the April 11, 2018 City Commission meeting.

At the April 20, 2018 Finance and Citywide Projects Committee, the Committee discussed the issue of ground floor storefront vacancies throughout many of the major commercial corridors in Miami Beach. There was discussion on ways to create registries to track vacant properties along with possible incentives to help landlords lease out their properties.

The Committee directed City Staff to create a catalog of the number and location of vacancies among major corridors - North Beach 63rd-70th, 41st Street, Washington Avenue, Ocean Drive, and Lincoln Road. Additionally, they requested that Staff look into creative ways and ideas to address such vacancies and increase vibrancy throughout our commercial districts.

Florida State Statute does not provide legislative authority to impose taxes on property owners with vacant storefronts. Therefore, the City cannot impose a vacancy tax on empty storefronts without the approval from State legislature. Staff has researched other possible solutions to encourage better management of vacant storefront windows, and has included several options in the Analysis herein.

City staff completed a ground floor storefront survey within five commercial corridors (41st Street, Lincoln Road, Washington Avenue, Ocean Drive, and the North End 63rd to 70th). A complete list of those vacancies along with their full address and corresponding photos for each is attached (Exhibit A).

The following counts were concluded:

41st Street:	8 vacancies
Lincoln Road (100 block - 1100 block):	23 vacancies
Washington Avenue (5th-15th Street):	55 vacancies
Ocean Drive:	10 vacancies
North End (63rd to 70th Street):	21 vacancies

Concurrently, Staff began further reviewing and researching background information for each of the vacant storefronts, with the specific intent to identify the reason for extended vacancy and to identify any barriers that might be alleviated at the City level. This study includes cross-referencing each address with the City's BTR registry along with vetting each address through property appraiser and Sunbiz to determine ownership. We also

reviewed all permits that are currently active with the Building Department. A full spreadsheet of this information is attached (Exhibit B). Through this process we were able to identify that 15 of the properties mentioned above had active permits and were currently under construction or in the process of redevelopment.

This information allowed for Staff to begin outreach to better understand the challenges and issues brokers and property owners have been facing in finding new tenants. Staff contacted all of the brokers that were identified through Sunbiz and/or property appraiser that represented the properties surveyed. Unfortunately, many of these representatives did not provide information or respond to our inquiries. Therefore, we began to survey additional industry professionals in the community (Business Improvement District, Miami Beach Chamber of Commerce, and individual property owners in Miami Beach).

We used the following set of questions to guide the conversations within our outreach:

1. How long has this property remained vacant?
2. What have been some of the challenges you have faced in leasing this space?
3. Did the previous tenant disclose to you why they decided to leave this space?
4. Do you have any ideas for how the City could help better support your efforts in finding a new tenant?
5. Do you represent other commercial spaces in Miami Beach? If so, do you have the same challenges in leasing those spaces?

Below is a summarized list of the feedback and its associated corridor:

- The current conditions of the street do not attract new and emerging businesses (Washington Avenue, 41st Street)
- Creative marketing and branding of our City needs to be a priority to increase and promote businesses (North Beach, Washington Avenue)
- People are leaving for the mainland, they can receive a better value (more space for less) with less traffic (City-wide)
- Poor lighting and lack of parking are a barrier (North Beach)
- Miami Beach used to be the dominating municipality for entertainment, the competition has grown throughout the County
- Capital improvements in the pipeline will be able to address many of the issues the streets are facing sidewalk enhancements, increased lighting, bike lanes (41st Street, Lincoln, Washington)
- Independent stores are competing in the world of Amazon, they are struggling to maintain the rent with loss of demand (Lincoln Road)
- Starting a business and converting a property from one industry to the next (retail to restaurant) is financially burdensome, especially for small startups (City-wide)

The Administration reviewed the aforementioned feedback with the Committee at the July 27, 2018 meeting. The Committee directed staff to further explore the internal processes and barriers to business start-up.

## **ANALYSIS:**

The Administration is working in partnership with the Small Business Task Force to identify City measures that would help streamline the business start-up process (including Business Tax Receipt, Sidewalk Cafe Permitting, and other City regulatory requirements). To better identify the current challenges faced by small businesses opening, expanding or relocating in Miami Beach, a Small Business Survey has been developed and will be distributed at the end of August as a way to inform the Task Force. This survey will be sent electronically by the City as well as distribution by the Miami Beach Chamber of Commerce. The survey is attached to this memo (Exhibit A).

The results of the survey, with a projected timeframe of end of September 2018, will be analyzed and reviewed

by the Task Force and further presented to this Committee. This will allow the administration to determine which internal process(es) presents a barrier to the business start-up process.

In addition, staff is exploring other creative alternatives for better supporting our small business community in addressing storefront vacancies. Below are concepts for consideration:

***Curated Storefront Initiative:*** Create a series of ongoing exhibitions that will activate unused storefronts through multimedia art installations. Options include inviting local arts organizations to activate the windows; working with Cultural Affairs to commission artist installations, and working with local BIDs to provide funding for either or both of these options. The Lincoln Road BID has partnered with Miami City Ballet and the Botanical Garden to create similar activations recently.

In addition, the 41st Street Committee specifically recommended that the curated storefronts include activations by cultural organizations, with preference for local Miami Beach cultural organizations. The Committee also recommended the idea of commissioning local artists and put forward a new idea of promotion of art and photography by Miami Beach schools.

Some of these activities may have an associated cost if the City were to subsidize the cultural organizations or the artists. In this case, the estimated cost would be \$5,000 per window.

*The City could pilot this concept out in three commercial corridors -- North, Mid, and South Beach, activating a number of storefronts in each corridor.*

*Estimated Cost: \$15,000 - \$75,000 depending on a range of 1 to 5 windows in each area.*

**Encourage Small-Scale Manufacturing:** Review of current zoning regulations and expand the industrial/warehouse zoning allowance to other commercial corridors. Encouraging more small-scale manufacturing (textiles, breweries, coffee roasters, tech labs) on main streets can foster entrepreneurship and homegrown industries. These business create well-paying jobs for people with a variety of education and skills levels and brings vitality to commercial districts. This also helps diversify our employment base from just food and beverage.

*Estimated Cost: Not applicable, this would require zoning changes through the approval of the City Commission.*

**Pink Zones:** Designate key commercial corridors in a state of transition as a "pink zone". The City could pilot this concept out in either 41st Street, Washington Avenue and Town Center. By simplifying zoning and building codes we are apply to better support businesses to emerge.

*Cost: Estimated \$50,000.00 to hire a consulting agency to assist the Administration in creating and implementing a pink zone.*

**Storefront Coverings:** Previously, the City had allocated some funding to produce CMB designed window coverings for vacant storefronts, and provided these at no cost to vendors, landlords and tenants. The last completed order was in April 2017, for 30 window wraps it cost the city \$18,908.00. However, that funding is no longer in place, so the City currently provides the template for this printout, and costs of printing must be borne by the storefronts.

Administration recommends that the current the code be changed to only allow the following -- with all borne at cost of storefront owner not City:

- storefronts are expected to use the approved Miami Beach window covering
- any other window covering must be approved by the Planning department
- storefronts may use white panels provided that they cover windows from top to bottom as a single panel



Under this scenario, brown paper is no longer a viable option.

*Estimated Cost: Not applicable, this would require changes to City Code through the approval of the City Commission.*

**Anchor Tenant Incentive Program:** Create an incentive grant based program for commercial property owners and/or commercial tenants to assist with interior building improvements and business start-ups. As a way to attract high quality businesses to our commercial corridors this program, modeled from the Clearwater CRA, would allow eligible participants to apply for funding to help offset interior building improvements and business costs that are typical barriers for new and emerging businesses. The link below is the program model from Clearwater, Florida:

[http://downtownclearwater.com/wp-content/uploads/2018/01/CRA-Anchor-Tenant-Program\\_Final.pdf](http://downtownclearwater.com/wp-content/uploads/2018/01/CRA-Anchor-Tenant-Program_Final.pdf)

*Estimated Cost: Up to \$25,000.00 in grant funds to eligible establishments. First year allocation of \$125,000.00 to allow for five grants in designated commercial corridors. Require a 2:1 match.*

**Grand Opening Assistance Program:** A significant portion of the feedback received was regarding the brand and narrative around Miami Beach and the increased competition throughout Miami-Dade County. This program which has been adopted through the West Palm Beach Downtown Development Authority, provides small grants to new businesses to help with their grand opening and marketing. This would allow for them to create their unique narrative and help increase their visibility. The link below is the program model for West Palm Beach, Florida:

<http://www.downtownwpb.com/grand-opening-assistance>

*Estimated Cost: Up to \$3,000.00 per grant provided by the City. First year allocation of \$30,000.00 to allow for ten grants in designated commercial corridors.*

## **CONCLUSION:**

Staff will continue to conduct outreach and work with the BID's and business associations to develop programs to help increase downtown vibrancy and business retention, including updating this Committee on the Small Business Survey results and initiatives recommended by the Small Business Task Force. Should any of the above recommendations be adopted or pursued, funding would need to be identified to support these programs.

## **ATTACHMENTS:**

Description	Type
□ Small Business Survey	Other

## Miami Beach Small Business and Industry Survey

*Optional:*

Name:

Email Address:

Business Name:

Business Industry:

1. How many years have you operated your business in Miami Beach?
  - a. 0-5 years
  - b. 5-10 years
  - c. 10-15 years
  - d. 15 or more
2. Please select the closest annual revenue range for your business?
  - a. \$10,000-\$49,999
  - b. \$50,000-\$99,999
  - c. \$100,000-\$249,999
  - d. \$250,000-\$499,999
  - e. \$500,000-\$999,999
  - f. \$1,000,000 +
3. Which neighborhood is your primary business office location?
  - a. South Beach (South Point to 23rd Street)
  - b. Mid Beach (23rd Street to 63rd Street)
  - c. North Beach (63rd Street to 87th Street)
  - d. Other \_\_\_\_\_
4. From a financial perspective, how do you feel right now about the future of your business?
  - a. Very confident
  - b. Somewhat confident
  - c. Neutral
  - d. Not very confident
  - e. Not at all confident
5. What are the three most significant challenges to the future growth and stability of your business?
  - a. Finding good employees
  - b. Competition with big business
  - c. Uncertain economic environment
  - d. Regional competition
  - e. Employee benefits (e.g. Healthcare)
  - f. Decline in customer spending
  - g. Lack of available capital
  - h. Transportation
  - i. Cost of training workers

- j. Cost of technology
- k. Marketing/Promotion
- l. Taxes
- m. Other\_\_\_\_\_

6. What, If anything, has been a barrier to establishing your business in Miami Beach?  
Please select the top three.

- a. Permitting
- b. Zoning
- c. License application process
- d. Parking
- e. Taxes
- f. Other

7. If you could receive support in one area to help advance your business, which of the items below would you choose?

- a. Marketing and Branding
- b. Financial Literacy and Planning
- c. Access to capital
- d. Technology and training
- e. Social media Optimization
- f. Operations (e.g. recruitment/retention; strategic planning; mentoring; etc.)
- g. Access to research and development (e.g. industry and consumer data/trends, etc.)
- h. Other\_\_\_\_\_

8. How might the City of Miami Beach better support and serve your efforts?

Fill in the blank

9. Would you be interested in receiving a digital newsletter with City related information on local and State opportunities? If yes, please provide your preferred email address.

Yes or No

Email Address:

10. Would you be interested in attending Capacity Building workshops led by industry experts?

Yes or No

11. Why did you choose to locate your business in Miami Beach?

- a. Tourism based industry
- b. Access to natural recreation
- c. Tax incentives
- d. Proximity to the Latin market
- e. Cost of living

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 2018

SUBJECT: **DISCUSSION REGARDING PROGRAMMING RUE VENDOME AND ISSUING A SOLICITATION FOR A CREATIVE MARKETING AGENCY TO HELP SUPPORT THE LOCAL BUSINESSES AND REVITALIZE THE COMMUNITY THROUGH CREATIVE PROGRAMMING WITHIN NORMANDY ISLE**

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### **HISTORY:**

A key component of the North Beach Master Plan was to transform the Normandy Isles fountain area into a vibrant, pedestrian-oriented commercial district. The Master Plan recommends that the fountain transition from the previous automobile-centric layout to better accommodate pedestrian activity and connectivity around the corridor.

Within this recommendation, the Master Plan highlighted transforming Rue Vendome into a pedestrian street to create a larger plaza connecting to the Normandy Fountain. The City Commission approved this recommendation during the March 1, 2017 Commission meeting and the Administration moved to close this street and reimagine the space used for on-street parking.

The City permanently closed off Rue Vendome on Friday, March 31, 2018. Staff further contracted with the urban design firm, Street Plans, to create an art deco sunburst mural which is currently painted on Rue Vendome. Additionally, staff worked with Greenspace Management to enhance the plaza by block the sides of the street with planters and installed bistro lights throughout the plaza to increase visibility and activity. This activation was completed on April 7, 2018 with a celebration on the regularly scheduled First Friday music night that includes food trucks and family music entertainment. Likewise, the regularly scheduled Farmer's Market was activated on Saturday mornings with a diverse group of products, florals and other small commercial items.

During the Finance and Citywide Projects Committee ("FCWPC") on June 29, 2018 the Committee expressed concern that Rue Vendome needed additional activities during the week and weekend. Accordingly, the Committee directed Staff to explore and create an activation plan for Rue Vendome that included programming of events that would encourage and attract community and neighborhood engagement and to explore the creation of a user friendly, and easy to activate special events permit to allow such additional activation in Rue Vendome in the short term. Staff was asked to return with viable ideas and a draft budget for a short-term activation.

At the July 2, 2018 Commission meeting, rather than add to the agenda a discussion item on Rue Vendome activation as requested by Commissioner Rosen Gonzalez, the item was referred to the July 25, 2018 Commission meeting.

This item was further discussed at the Finance and Citywide Projects Committee meeting on July 27, 2018. The Committee directed the Administration to research outside consulting agencies that could support the programming, marketing, and branding of Normandy Isle. This agency would leverage the current City-wide programs that occur on Rue Vendome.

Acceptance of the recommendation to solicit proposals for Rue Vendome programming is on the September 12, 2018 Commission agenda for consideration.

### **ANALYSIS:**

Staff has been working on a short-term activation for Rue Vendome that would allow for weekly and daily programming in the plaza. The goal of these programs is to increase visibility of the local businesses in Normandy Isle and to create a place for North Beach residents to gather and engage with one another, supporting the idea of placemaking in this corridor. This has included creating a temporary pop-up park to encourage people to relax, sit and play in the plaza throughout the week. Additionally, beginning August 27th, NoBe Yoga began offering free yoga and meditation classes every Tuesday and Thursday evening.

Although acceptance of the recommendation to solicit proposals for Rue Vendome programming is on the September 12, 2018 Commission agenda for consideration, in response to the Committee direction to bring ideas to the September 14 meeting, staff began researching various agencies in Miami-Dade County that could provide the desired programming and branding for Rue Vendome. As directed by the Committee, the desire is to have an entity to create site-specific programming and a local marketing plan to help lift up North Beach and attract new patrons to the area. In addition, the entity would work with the local businesses surrounding Rue Vendome to strengthen their brand and internal operations.

Staff reached out to three agencies in the community:

**Prism Creative Group:** A local branding and marketing firm that specializes in creative placemaking and site-specific programming. Prism Group has been retained by various municipalities and agencies such as the Miami Downtown Development Authority to activate underused public spaces. They specialize in strengthening small business growth and elevating the unique narrative of a particular neighborhood. This firm has expressed interest with working with the City of Miami Beach and has submitted an overview of proposed activities which is attached herein as Exhibit A.

**Super Market Creative:** A local creative studio and experiential event production company, this firm specializes in branding and design of place. They work directly with businesses and creatives to expand their audience and customer base through innovative strategies. Their clients range from Citi Bike Miami to the Eden Roc Miami Beach Hotel. Super Market Creative has expressed interest in collaborating with the City on this project, and is currently working on an overview of potential ideas for the purpose of programming Rue Vendome.

**Wow MKTG:** A multidimensional marketing agency that helps to create better user and customer experience through intentional development of events, campaigns and strategies. They have worked with a wide range of clients from The Children's Trust, Univision, and Adrienne Arsht Center. This agency has not responded to Staff's inquiry.

Based on the initial responses from both Prism Creative Group and Super Market Creative, the firms have put forward contemplated ideas for a fee of \$25,000 for 3 months. Therefore, it is estimated that the annual expenditure for these services would be approximately \$100,000.

Procurement has advised that the pathway to securing these services involves securing a budget and then pursuing one of 2 options for implementation:

1. Authorize the issuance of an RFP.
2. Approve a waiver of bid and move forward to begin negotiating a contract.

Either option may include a 3 month pilot if there is a will to test out the services and selected firm.

**CONCLUSION:**

The Administration seeks direction from the Committee as to which method of procurement to pursue and direction on a potential budget request to fund this initiative.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Exhibit A	Other

## **Normandy Fountain Concert Series Proposal**

Event Management // Marketing // Community Outreach

**Prism Creative Group** will help brand the Normandy Fountain into a commercial destination by transforming an underperforming intersection into a cultural hub for the community. Through programming, events, and an engaged digital presence, we will essentially help establish the neighborhood as a vibrant social and communal destination. Leveraging our community building expertise and North Beach's residents, we will target the local pulse interested in creative experiences and a deeper understanding of their city.

### **Event Management & Marketing Deliverables**

#### **Marketing & Storytelling.....\$4,000/month**

- Spotighting Normandy Fountain as a historical and cultural destination in event marketing and editorial efforts
- Highlighting local businesses, public spaces, surrounding to increase residual value of the neighborhood for residents and visitors
- Fostering community partnerships that strengthens current partnerships, outreaches to possible future collaborative efforts, and targets creative influencers.
- Work alongside the City of Miami Beach team to drive month to month attendance by generating buzz, excitement, and strengthen the overall vitality of resident and visitors.

#### **Establishing a Strategy and Content Curation**

*Marketing efforts made by PCG are supplementary to the efforts to promote all events and content put forth by City of Miami Beach and its partners\**

Work alongside the City of Miami Beach team marketing team to drive attendance by generating buzz, excitement, and strengthen the overall vitality of the arts community. The variety of storytelling pillars the series will spotlight will live on the Prism blog, and potential editorial inclusion on Miami.com, Time Out Miami, and The Freehand Miami blog. These series can eventually be expanded for larger coverage of the entire North Beach and its initiatives:

- Business Spotlights: In-depth guides and listicles accentuating all aspects of experiences, previews, overviews, and any necessary updates, teasers, or announcements
- Interviews: Potential conversations with retailers, artists, retailers, chefs, producers, musicians, etc.
- Culture Guide Spotlight: Featured on Miami.com, The Freehand blog, and blasted to our newsletter base of over 50,000 subscribers

## **Prism Creative Group Media Partners**

- Miami.com, official online affiliate to The Miami Herald – 250k unique viewers/month
- Time Out – 100k unique viewers/month
- The Freehand Miami Blog – 20k unique viewers/month

## **Storytelling & Marketing Deliverables.....**

- **Social Media Promotion:** Combined reach of 35,000 followers on Facebook, Instagram, Twitter over three platforms including Prism, Support Local FL, & Culture Crusaders—  
(4) posts per month
  - **Facebook Advertising Boost: (1) boost for \$150-\$200 during entire campaign.** Boost on PCG page to local and SFL target audience. *\*Cost for photo and video shoots are additional.*
  - **Create, Host & Maintain Facebook Event**
  - **“Upcoming Monthly Events” feature in Prism’s Instagram scroller**
- **Editorial/Blog:** (1) editorial content pieces per month to 15,000 unique impressions a month on the Prism Blog and editorial opportunities like our bi-monthly Culture Guide on Miami.com to over 250,000 impressions. Content includes programming highlights, performance videos, activations, etc.
- **Newsletter:** (2) blasts per month to 50,000 local subscribers including cultural enthusiasts, curious locals, etc. Promotional inclusion in (2x) blasts to include programming, performances, experiences, and relevant blog posts.
- **Culture Guide:** (1) during entire campaign. Inclusion in Prism’s bi-monthly cultural guide on Miami.com (250K views/month)
- **Monthly Marketing Reports:** Will send monthly reports including impressions, views, engagements across social media promotions, newsletters, and event marketing
- **Metrics of Success:**
  - Number of Event Attendee’s (our events on average see 600-1,000 ppl)
  - Number of Returning Attendee’s
  - Food & Beverage Sales
  - Approximated Pedestrian Traffic

## **Marketing Support:**

*Marketing efforts made by PCG are supplementary to the efforts to promote all events and content put forth by City of Miami and its partners\**



- Spearhead content, event, and design collateral including final program calendar and event flyer
- Work alongside the City of Miami Beach team to generate a distribution circuit for calendar as well as social media/newsletter releases

**Community Outreach.....\$1,000.00**

- Engage the Normandy businesses to evaluate local business participation in programming, pop-up opportunities, and assess key offerings for consumers
- Create a final report evaluating key learnings on business owner roadblocks, difficulties, and understand partnership to encourage them to be excited about Rue Vendome programming

## **Event Management**

**Event Production & Management.....\$4,000/month**

- Curate and concept (1) turn-key crafted concert series with content provided by local entities, vendors, and collaborators
- Consult and coordinate experiential elements for yoga/wellness events, First Friday, and Farmer's Markets
- Book and coordinate all musical talent/acts
- Create the timeline, objectives, and logistics for each portion of the programming calendar
- Coordinate artisanal and culinary vendors for monthly programming

Prism Creative Group fees for City of Miami Beach will be \$25,000.00 per month for a period of (3) three months starting October-December. 50% deposit \$8,000.00 is due upon contract signing. Please note that this figure does not include event production budgets and venue costs\*

This agreement may be cancelled by either party at any time by delivering thirty (30) days prior written notice to the either party.

Isabella Acker  
Founder, Prism Creative Group

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

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

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 2018

SUBJECT: **DISCUSSION REGARDING CABLERUNNER AND ITS TECHNOLOGY**

---

### **ANALYSIS:**

Multinet CableRunner LLC (CableRunner) is a company that specializes in building fiber optic networks without trenching by using existing infrastructure such as sanitary sewer systems or stormwater drains to install fiber networks. This technology is said to allow faster installation of fiber networks with a competitive cost advantage, compared to conventional deployment methods.

At its February 15, 2018 meeting, the City Commission placed dual referrals to the Finance and Citywide Projects Committee (FCWPC) and the Neighborhood/Community Affairs Committee (NCAC), to discuss CableRunner and its technology. The item was heard and the dual referrals were approved by the Commission to have Public Works staff begin researching the new technology and understand its capabilities.

At its March 26, 2018 FCWPC meeting, a discussion was heard about CableRunner's suggested approach to implement a 5G method by running the fiber networks through the City's sewer system. It was recommended to have the City's engineering firm, Hazen and Sawyer, review and consider the local conditions in Miami Beach to determine the suitability of installing an in-sewer fiber optic network.

Hazen and Sawyer's analysis came back unfavorable, indicating that the City's sewer system is not suitable for the installation of an in-sewer fiber optic network. The full report is attached.

At its July 18, 2018 meeting, the NCAC invited a CableRunner representative to offer its opinion on the engineering report. While the CableRunner representative was not able to offer enough evidence to rebut the analysis, the representative mentioned there were alternative pipes where the fiber optic network could also be installed. The CableRunner representative requested assistance from the City by providing maps of the stormwater system to analyze for a possible installation to presented in a future NCAC meeting. The discussion concluded with a motion from the Committee to have CableRunner reach out to Hazen and Sawyer, provide them a letter describing in detail how they would address their concerns, and let them respond. To date, there has been nothing further provided to the City by CableRunner.

### **CONCLUSION:**

The following is submitted to the members of the FCWPC for discussion and further direction.

### **ATTACHMENTS:**

**Description**

**Type**



April 20, 2018

To: Mr. Roy Coley, MBA  
Director, Miami Beach Public Works

From: Jayson Page, PE, Vice President  
Beth Waters, PE, Associate  
Alexandra Westbrook, Assistant Engineer

## CableRunner Technology Review City of Miami Beach

### Introduction

The City of Miami Beach owns and operates a gravity wastewater collection system that includes approximately 113 miles of gravity sewer and approximately 2,750 manholes. The majority of the sewer piping was installed circa 1950, as indicated by the major presence of vitrified clay pipe (VCP), also referred to as terracotta piping. Concrete, polyvinyl chloride (PVC), cast iron, and ductile iron piping are also present in the system. The size of piping ranges from 4-inches in diameter to 36-inches in diameter.

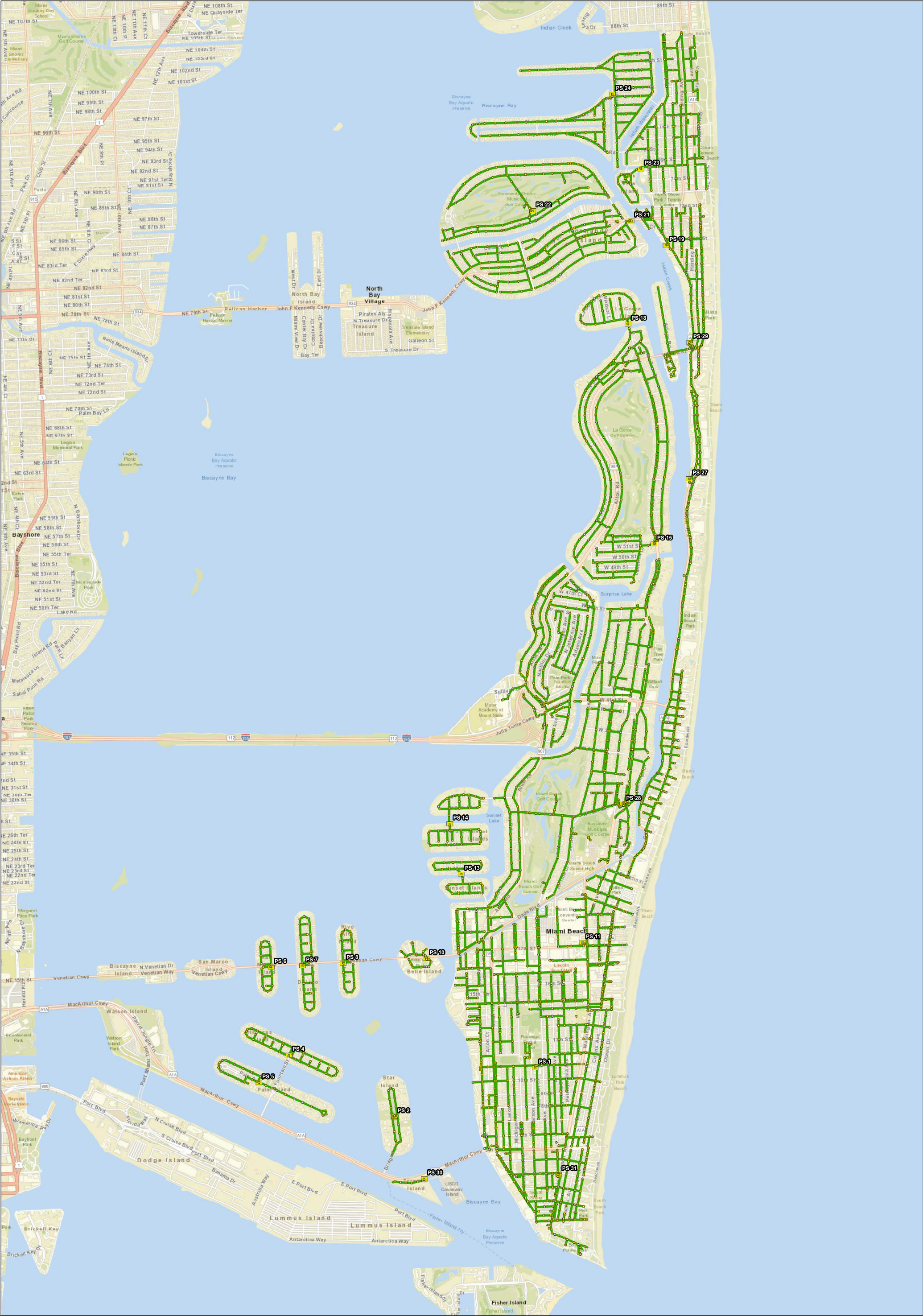
The sewer system collects wastewater from the City's service area and transmits that wastewater to 23 lift stations, which pump wastewater through the City's force main network. Flow converges at South Point Park, where wastewater is conveyed through a subaqueous 60-inch force main under Government Cut and is received by Miami-Dade Water and Sewer's (MDWASD) Central District Wastewater Treatment Plant (CDWWTP) for treatment and disposal. Refer to **Figure 1-1** for an overview of the City's sewer system.

CableRunner International (CableRunner) is a company based in Vienna, Austria. CableRunner offers a mechanism to install fiber optic conduits within gravity sanitary sewer systems, benefiting from the connectivity and proximity to homes. Stormwater systems can also be utilized for CableRunner technology. The company was founded in 1999 and has completed several projects in Europe. In recent years CableRunner has expanded to China, Russia, and the Americas. In 2013, CableRunner began work in the United States (US) with a large diameter sanitary sewer project in Cleveland, Ohio, which is the sole installation in the US to date.

The City of Miami Beach contracted Hazen and Sawyer to perform an evaluation of CableRunner technology and consider local conditions in Miami Beach to determine the suitability of installing an in-sewer fiber optic network.

Job no 49000-004







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## 1. Broadband Availability in Miami Beach

Broadband in Miami Beach is currently provided by digital subscriber line (DSL), cable, fiber optic, and satellite. Cable and DSL are the most widely used broadband service method, with coverage across approximately 98% of the City.

DSL is a type of broadband connection that transmits data over telephone cables. Internet speed depends on how far the connection must travel from the provider, but speed is independent of the volume of users. DSL broadband is typically the slowest option, with speeds ranging in the hundreds of kilobytes per second (Kbps). However, many users choose DSL because it is typically the most cost-effective option.

Cable is a type of broadband connection that transmits data through coaxial copper cables. Each cable line services more than one home, so the speed of broadband depends on the volume of users. Cable internet speed is independent of distance to provider. Cable internet is typically faster than DSL, with speeds ranging in the hundreds of megabits per second (Mbps). Cable is typically more expensive than DSL but less expensive than fiber optic service.

Fiber optic service transmits data in the form of light waves through plastic or glass fiber optic cable. The speed of fiber optic broadband is independent of both distance from the provider and volume of users. Fiber optic service typically provides the fastest broadband speeds ranging in the thousands of Mbps into the gigabits per second (Gbps). Fiber optic service is not widely used in Miami Beach, as coverage is only available across approximately 3-4% of the City, and the cost per month in comparison to DSL and cable is high.

Satellite broadband works wirelessly through the interaction of geosynchronous satellites, and therefore is available essentially everywhere in the world. Satellite internet speeds fall between DSL and cable. Speed may be slowed down or interrupted by inclement weather. Satellite broadband is typically the most expensive in monthly fees, depending on the data usage cap chosen by the customer.

Table 1.1 summarizes the characteristics of the different broadband service types available in Miami Beach.

**Table 1.1: Comparison of Broadband Service Types in Miami Beach**

Parameter of Comparison	Broadband Service Method			
	DSL	Cable	Fiber Optic	Satellite
Speed of connection	Slowest	Fast	Fastest	Slow
Potential for lag in service	Common <sup>1</sup>	Common <sup>2</sup>	Uncommon	Common <sup>3</sup>
Availability	Wide	Wide	Limited	Wide
Price of monthly service	Lowest	Low	High	High

<sup>1</sup> Occurs when home connection is far from provider.

<sup>2</sup> Occurs when high volume of users are online.

<sup>3</sup> Occurs during inclement weather conditions.

## 2. Technology Review

### 2.1 Standard Installation Practices

Wired broadband infrastructure, including DSL, coaxial cable, and fiber optic cable, are traditionally installed separately from the sewer infrastructure. Broadband infrastructure may be installed above or below ground. Above ground, aerial cables are affixed to power or telephone poles. Below ground cables are most commonly installed via open trench and are protected by PVC or galvanized steel ducts. Underground installation may also be completed via horizontal directional drilling (HDD), which is the process of reaming an arced pathway which cables can be pulled through. Trenchless technology such as HDD is less disruptive to the public and environment. In Miami Beach, the broadband network provider is responsible for installation, operation, and maintenance of the system.

Sewer systems are installed below ground by open trench or through trenchless technology, such as tunneling or HDD, when necessary. The City of Miami Beach is responsible for installation, operation, and maintenance of its sewer system. Small diameter sewer pipes service homes and businesses while larger diameter pipes collect flow and are typically located closer to pump stations. Currently, the City's sewer network is comprised of approximately 113 miles of below ground gravity sewer and 2,750 manholes which allow access to the sewers at regular intervals.

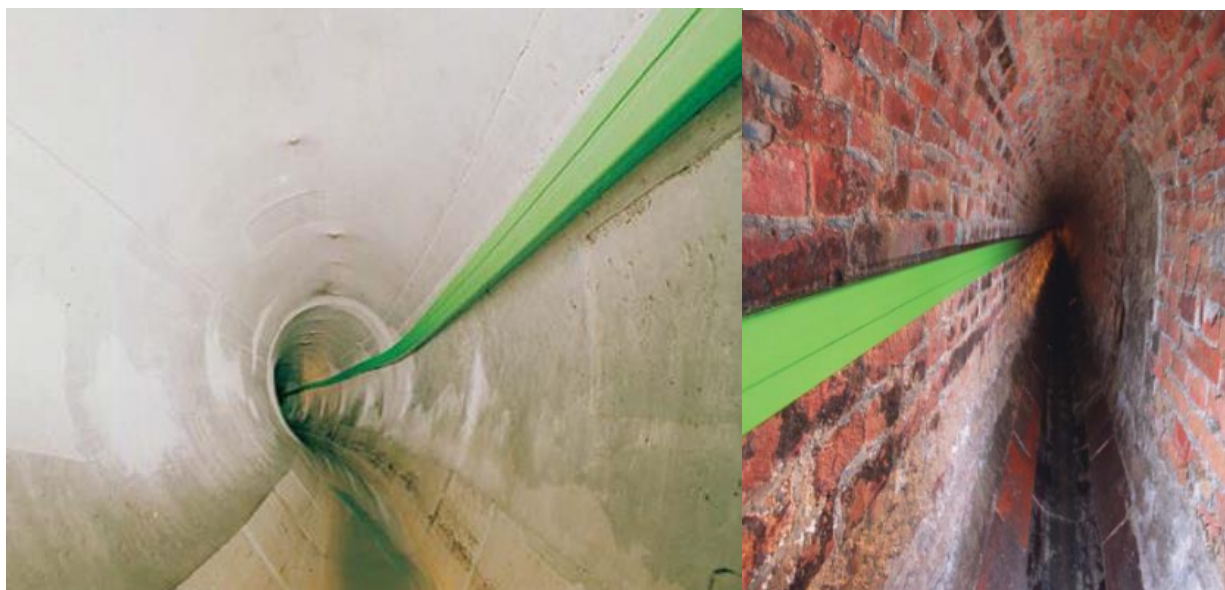
### 2.2 CableRunner Installation

CableRunner's in-sewer fiber optic technology involves installation of fiber optic cables inside existing gravity sewer mains through manholes. Prior to installation, the CableRunner team performs an inspection via camera to assess the condition of the pipe. The pipe is then assigned a Damage Class, a number from 1 to 5 rating the condition of the pipe. 1 refers to a pipe in perfect condition while 5 refers to a pipe in very poor condition. CableRunner only installs their system on pipes with a Damage Class rating of 1 through 3, that is pipes that are not expected to need repair or replacement within the next 10 years.

If a pipe passes the Damage Class evaluation, the CableRunner team will proceed with installation. If there is settled sludge in the sewer pipe, the system must be cleaned before installation. The system may also need to be plugged and vacuumed in the case that more than 30% of the pipe is full of water, where vacuuming is possible. The CableRunner robot, discussed below, is not able to work in excessively dirty or inundated pipes.

Crew-accessible sewers are defined by CableRunner as sewers with a diameter of greater than 80 cm (30 in). A human crew enters the sewer and manually affixes cables to the wall of the pipe with mounting clips at pre-defined intervals. The depth that these clips are driven into the pipe wall depends on the pipe material and wall thickness. The mounting clips hold 8.2cm x 3.6 cm (3.2" x 1.4") rectangular cable trays in place. The cable trays run along the length of the pipe and are used as a conduit for fiber optic cables.

**Figure 2-1** shows CableRunner technology installed in a crew accessible sewer.



**Figure 2-1: CableRunner technology installed in an accessible sewer of diameter greater than 80 cm (30 in).**

Non-accessible sewers are defined by CableRunner as sewers with a diameter of less than 80 cm (30 in). In non-accessible sewers, a robotic device on wheels enters the sewer and is guided by a wire connected to an installation vehicle above ground. The robot makes a series of punctures in the upper wall of the sewer pipe and affixes 6.8cm x 3.0cm (2.7" x 1.2") rectangular cable trays at pre-defined intervals. Fasteners are driven completely or partially through the sewer pipe wall. The depth of puncture is determined by the material and wall thickness of the pipe. The robot exits the sewer and the cable tray remains in place along the top wall of the sewer. **Figure 2-2** shows CableRunner technology installed in a non-accessible sewer and **Figure 2-3** shows the current version of the robot used for installation.



**Figure 2-2: CableRunner technology installed in a non-accessible sewer of diameter less than 80 cm (30 in).**



**Figure 2-3: Current version of CableRunner robot used for installation of fiber optics in inaccessible sewers.**

CableRunner has tested their system on various pipe materials including concrete, brick, PVC, and terracotta piping. Installation in PVC piping is most desirable because the fastener can be threaded completely through the PVC, and the plastic and the fastener create a watertight seal. Ductile iron and cast iron can similarly be drilled with minimal leakage. Drilling completely through a brittle material such as concrete, brick, or terracotta pipe is the least desirable, as a watertight seal is not created between the wall of the pipe and the bolt. Pipes of these materials may be partially drilled. Concrete and brick pipes in accessible sewers are typically thicker and may be partially drilled to affix mounting clips. Smaller pipes made of brittle material may be partially drilled if the wall thickness is adequate.

A key element to the functionality of the CableRunner system is redundancy. Ideally, the system would be very interconnected and have multiple pathways for each connection, to assure reliable uninterrupted service. CableRunner's intent is to install fiber optic connections through multiple pathways, so in case of an interruption in service along one pathway, there are backup pathways to maintain service. The interconnectivity of a sewer system to homes and businesses makes it a potential conduit for installation of a fiber optic network.

Table 2.1 summarizes the installation requirements for CableRunner technology, as discussed above.



**Table 2.1: CableRunner Installation Requirements**

Parameter	Capability of Installation
<b>Condition of Pipe</b>	
Damage Class 1-3	CableRunner may perform installation.
Damage Class 4-5	Pipe in too poor condition for CableRunner installation.
<b>Pipe Diameter</b>	
4-10"	Too small to access via robot or crew.
12-27"	Accessible via robot.
30-36"	Accessible via crew.
<b>Pipe Material</b>	
Concrete	Bolts are drilled partially through wall of pipe. The depth of the bolts depends on the thickness of the pipe.
Brick	Bolts are drilled partially through wall of pipe. The depth of the bolts depends on the thickness of the pipe.
PVC	Threaded bolts are drilled fully through wall of pipe. Threaded plastic creates a watertight seal.
Ductile or Cast Iron	Threaded bolts are drilled fully through wall of pipe.
Terracotta	Bolts are drilled partially through wall of pipe. The depth of the bolts depends on the thickness of the pipe.
<b>Connectivity of Suitable Pipes</b>	
Low	Minimal pathways for in-sewer fiber optic network.
High	Allows for redundancy and an expansive fiber optic network.

The single case of installation of CableRunner technology in the United States is in Cleveland, Ohio. The North East Ohio Regional Sewer District (NEORS D) contracted CableRunner to install a fiber optic system in the Heights Hilltop Interceptor, a sanitary sewer tunnel. The installation was performed by a local construction company, remotely supervised by CableRunner, within a 12-foot (144-inch) diameter, crew accessible concrete tunnel. The extent of the project was approximately 3,000 linear feet. According to phone correspondence with NEORS D, they have experienced no difficulties with the system and have no current plans for expanding the network. See **Figure 2-4** for photographs from the Cleveland installation.



**Figure 2-4: CableRunner installation in Heights Hilltop Interceptor in Cleveland, Ohio.**

## 3. Suitability Review

### 3.1 Size of Sewer System

As discussed in Section 2.2, CableRunner classifies a crew-accessible sewer as one that is greater than 80 cm (30 in) in diameter. According to CableRunner's size classification, less than 1% of City's sewer system is crew-accessible. The current version of the CableRunner robot is able to install cable trays in sewers greater than 30 cm (12 in) in diameter. As presented in Table 3.1, approximately 23% of the City's existing gravity collection system is robot accessible. The remaining 75% of sewer system of known diameter is too small to be accessed via either crew or robot.

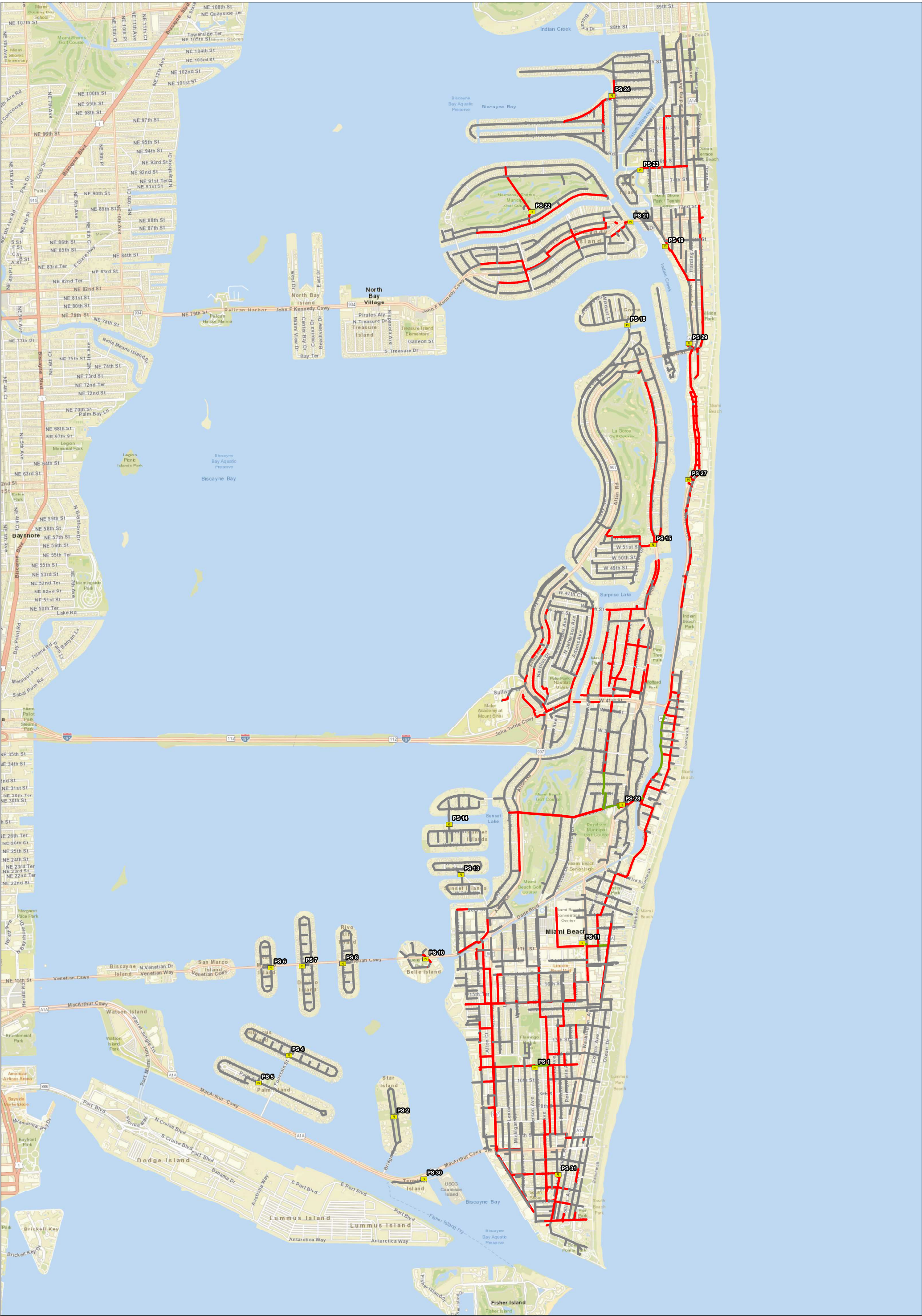
**Table 3.1: Wastewater Collection System Gravity Sewer Distribution by Size**

Diameter (Inches)	Pipe Length (Feet)	Percentage (%)	Accessibility
4 – 10	444,907	75%	Not accessible
12 – 27	139,470	23%	Accessible via robot
30 – 36	4,883	0.8%	Accessible via crew
Unknown	7,195	1.2%	N/A
<b>Total</b>	<b>596,455</b>		

Source: City of Miami Beach GIS database dated December 12, 2017.

Refer to **Figure 3-1** for the distribution of gravity mains between 4-10 inches (inaccessible), 12-27 inches (accessible by robot), and 30-36 inches (accessible by crew). As previously discussed, CableRunner technology depends on high connectivity of the sewer system and the proximity to homes. The large amount of 8-inch piping throughout the system severely limits the ability to install an integrated fiber optic network with redundant pathways, because of limited connectivity of accessible pipes.





## 3.2 Material of Sewer System

Table 3.2 presents a breakdown of the City's sewer system by material. A majority (approximately 54.5%) of the City's existing gravity sewer system is constructed out of terracotta pipe. Terracotta pipe is very susceptible to cracking once an initial fracture is made. Drilling bolts partially or fully into a terracotta sewer pipe for mounting of cable trays could compromise the structural integrity of the pipe and likely lead to leakage. The second most common material of construction for Miami Beach sewer is concrete (37.3%). CableRunner has previously successfully installed fiber optic cables in large diameter concrete tunnels and pipes. Other materials within the City's sewer system include PVC (7.6%) and Ductile or Cast Iron (0.3%), which can better structurally support CableRunner technology.

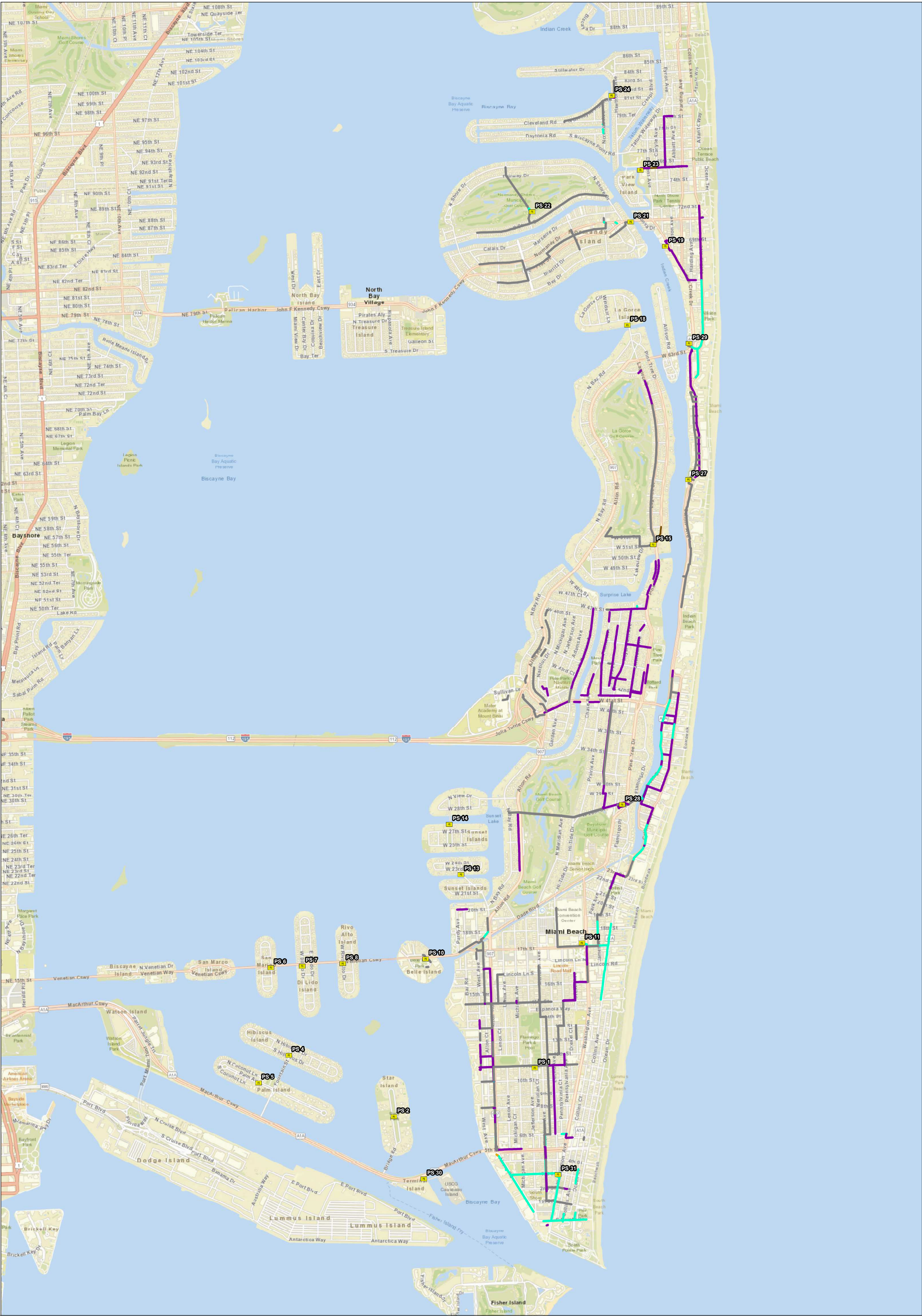
**Table 3.2: Wastewater Collection System Gravity Sewer Distribution by Material**

Material	Pipe Length (Feet)	Percentage (%)
Ductile or Cast Iron	1,896	0.3%
Concrete	221,721	37.3%
PVC	45,502	7.6%
Terracotta	325,326	54.5%
Unknown	2,010	0.3%
<b>Total</b>	<b>596,455</b>	

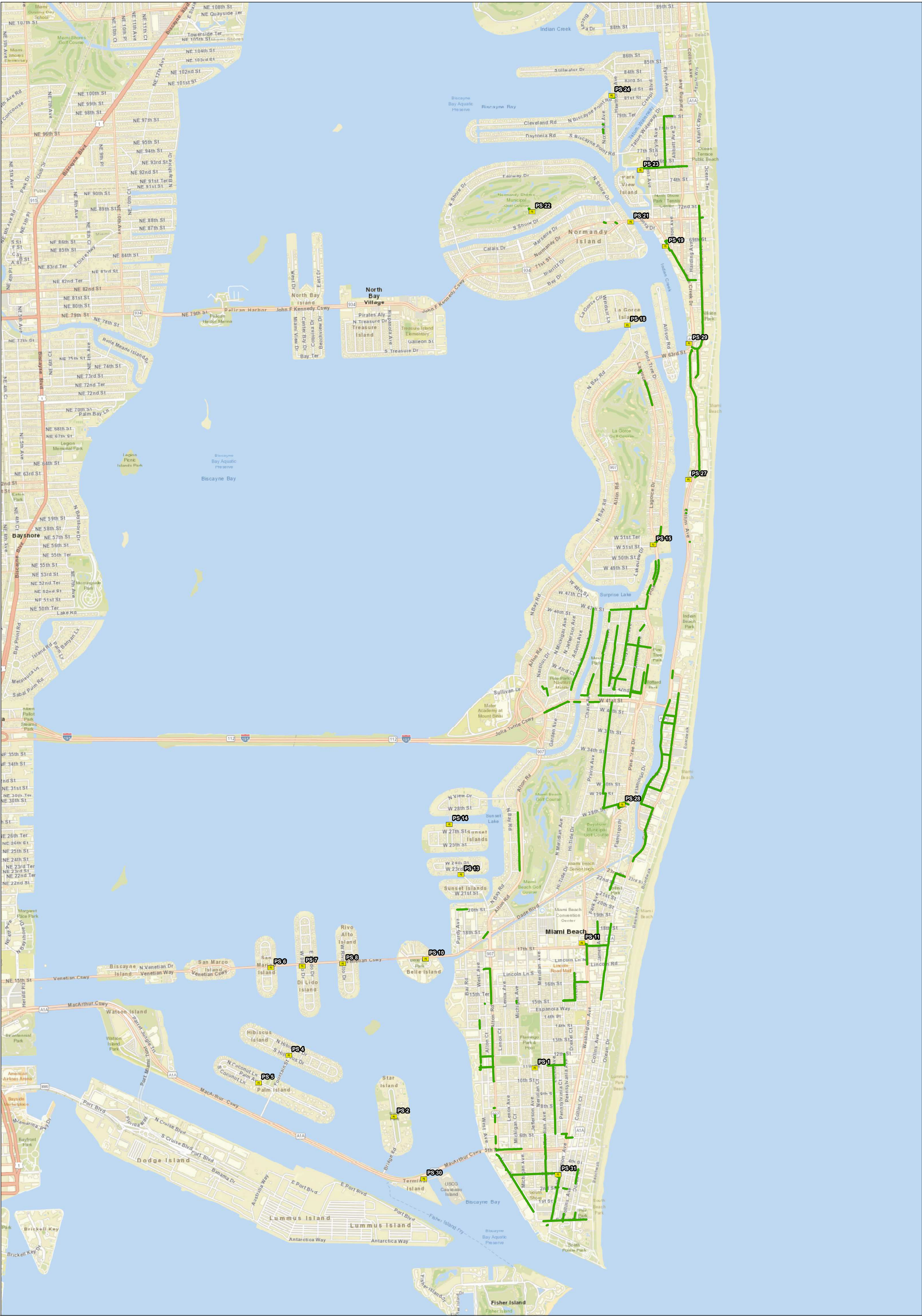
Source: City of Miami Beach GIS database dated December 12, 2017.

**Figure 3-2** presents the distribution of sewer pipe by material in Miami Beach, for pipes greater than 12-inches, the portion that is accessible to CableRunner. Assuming that installation of CableRunner in terracotta pipe could potentially diminish the structural integrity of the pipe, the connectivity of the system will be further reduced. The portion of the sewer that is larger than 12-inches in diameter and not constructed out of terracotta piping amounts to approximately 12% of the entire sewer network, as shown in **Figure 3-3**.











### 3.3 Other Considerations

#### 3.3.1 Age of Piping

As discussed in Section 2.2, prior to installation CableRunner performs a Damage Class evaluation and will not install on pipes assigned a Damage Class of 4-5, or a pipe that may need replacement within 10 years. Although the exact age distribution of the existing gravity sewer piping is unavailable, the major presence of terracotta piping indicates that a majority of the sewer system was installed circa 1950, making the system almost 70 years old.

The US Environmental Protection Agency (EPA) issued a document in September 2002 titled “Clean Water and Drinking Water Infrastructure Gap Analysis Report” (document no. 816-R-02-020). This report indicates that the average expected useful life of gravity sewer piping is in the range of 80-100 years. The majority of the City’s sewer piping is approaching this age threshold and will likely need a great deal of replacement and repair within the next 10-20 years. Comprehensive repair and replacement of an aging sewer system takes many years and resources.

#### 3.3.2 Repair

The CableRunner team is responsible for the maintenance of the CableRunner system. If the City must repair or replace a pipe where CableRunner is installed, the CableRunner team must be contacted to splice the cables as necessary and install a manhole to manhole cable bypass system to ensure that broadband customers do not lose service during the pipe repair. If enough redundancy exists, the CableRunner team may not need to install a bypass, but the system will still need to be removed for the City to perform the pipe repair. Following the repair, CableRunner must be present to reinstall the cable trays. The added step of coordinating with an additional crew can lead to longer repair times and potentially greater public disruption, which may be especially problematic in emergency repair situations.

#### 3.3.3 Lining

One common maintenance technique used on failing sewer pipes is lining. Cracked or damaged sewer pipe may be internally lined through cured-in-place piping (CIPP) or similar trenchless methods. CIPP is the process by which a flexible lining material containing fiber glass particles is inserted into the sewer pipe. Water is pumped through the liner so that it expands to the walls of the sewer pipe. The water is heated, which causes the liner to harden, essentially forming a new internal wall of the pipe.

A pipe could not be lined with CableRunner technology present. The CableRunner crew would need to be contacted to install a bypass and remove the cable trays before lining could take place. This adds extra time and resources to a lining procedure.

Commonly, the liner material is thin, as not to impact the hydraulic carrying capacity of the sewer pipe. The thickness of a liner does not often exceed one inch, as presented in Table 3.3. Attaching cable trays

to the liner may penetrate the surface of the liner, potentially resulting in leaks and possibly voiding the liner warranty. As presented in Table 3.4, half of all sewer piping in Miami Beach has been lined.

**Table 3.3: Average Sewer Pipe Liner (CIPP) Thickness**

Diameter of Pipe	Range of Normal Liner Thickness (mm)	Range of Normal Liner Thickness (in)
8" - 15"	6.0 - 9.0	0.236 - 0.354
18"	6.0 - 10.5	0.236 - 0.413
21"	6.0 - 12.0	0.236 - 0.472
24" - 30"	9.0 - 15.0	0.354 - 0.591
36"	10.5 - 18.0	0.413 - 0.709

**Table 3.4: Wastewater Collection System Lining Status**

Status	Pipe Length (Feet)	Percentage (%)
Lined	291,239	49%
Unlined	305,216	51%
<b>Total</b>	<b>596,455</b>	

Source: City of Miami Beach GIS database dated December 12, 2017.

### 3.3.4 Maintenance

Inspection and maintenance is necessary for all sewer systems. A single clogged sewer pipe can compromise the functionality of the entire system. If a blockage or build-up is suspected, the City uses robotic cameras on wheels to perform an in-sewer TV inspection of the line.

CableRunner technology may interfere with videoing of the system. Any cracks, fractures, or points of concern on the top wall of the pipe could be covered up by the cable tray and go undetected. If the CableRunner tray detaches from the wall of the pipe, it may physically obstruct the path of the camera, especially in smaller diameter pipes.

If excess debris is detected after videoing the line, the sewer pipe is flushed out by hydro-jetting. Jetting is the procedure of inserting high pressure water hoses into the pipe to clean the line and remove debris. The hose is inserted into the sewer through an upstream manhole and pulled back through the pipe while jetting high pressure water in its path.

The CableRunner system has been tested to withstand pressures in the range of 150 bars (2,200 psi). Jetting of a sewer line can use water pressures from 750 psi to 2,500 psi, depending on the condition and blockages within the pipe. If the CableRunner fastening system is compromised in any way, it could potentially be detached during high pressure cleaning and create blockages downstream.

## 3.4 Infiltration/Inflow (I/I)

I/I refers to infiltration and inflow of stormwater or groundwater into a sewer system. Groundwater may enter a sewer system when a pipe is damaged or cracked and installed below the water table. Miami Beach is very susceptible to I/I because of the depth of the pipes below the water table and the age of the sewer system.

The United States Geological Survey (USGS) records daily groundwater levels at various monitoring wells across the US. Well No. F-179 (254444080144801) is located at the intersection of SW 32 Avenue and SW 24 Terrace in Miami, Florida. The average wet season groundwater elevation for 2017 was 0.90 NAVD 88 and the average dry season groundwater elevation for 2017 was 0.75 NAVD 88.

Table 3.5 shows the range of invert elevations of the City's gravity sewer. Approximately 90.5% to 99.5% of the entire gravity sewer system is below the groundwater table for the entire year. 90.5% conservatively assumes that all pipes of unknown elevation are above the water table, while 99.5% assumes that all pipes of unknown elevation are below the water table.

**Table 3.5: Wastewater Collection System Gravity Sewer Distribution by Elevation**

Average Invert Elevation of Pipe (NAVD 88)	Pipe Length (Feet)	Percentage (%)
< -3	8,550	1%
-3 to -2	40,322	7%
-2 to -1	283,443	48%
-1 to 0	204,123	34%
0 to 0.75	2,756	0.5%
> 0.75	3,001	0.5%
Unknown	54,260	9%
<b>Total</b>	<b>596,455</b>	

Source: City of Miami Beach GIS database dated December 12, 2017.

Due to the City being surrounded by water and the age of infrastructure, the sewer pipes often flow full and the CableRunner system could be subject to almost constant inundation by saline groundwater. Saline conditions are harsh on infrastructure and cause premature corrosion of metal piping and ducting.

### 3.5 Security

The US Department of Homeland Security (DHS) Water and Wastewater Systems Sector aims to protect water and wastewater systems across the country. The EPA oversees the water and wastewater sector. Water and wastewater systems are vulnerable to a variety of attacks that could threaten public health and safety. Wastewater system attacks could target treatment plants or transmission system access points such as manholes. Pointed attacks could affect a large amount of the public, since the transmission system is connected to almost every house and business in a given service area.

In 2015, DHS released a Water and Wastewater Sector Specific Plan (SSP) to outline possible risks and describe how to make the water and wastewater systems more resilient. In the report, intentionally malicious acts; such as release of chemical or biological contaminants into a water or wastewater system, disruption of service by physically harming infrastructure, or breaches in cyber security; are classified as high risk.

The extent of security concerns that would arise by allowing a private company to enter and install broadband technology in a sewer network is unknown. The integration of sewer and fiber optic infrastructure make the systems dually vulnerable in the case of an attack.

### 3.6 Regulatory Compliance

Install of CableRunner would need to be approved by various regulatory agencies that oversee the wastewater collection system in Miami Beach including the Miami-Dade Department of Economic Resource Management (DERM) and the Florida Department of Environmental Protection (FDEP). Hazen and Sawyer has not consulted with either regulatory agency during this review to determine if this system would be permissible.

## 4. Conclusions

The following conclusions indicate the City's sewer system is not suitable for the installation of an in-sewer fiber optic network:

- The majority of the gravity sewer is too small in diameter for installation by either human crew or the CableRunner robotic device.
- It is not advisable to drill into terracotta piping due to the limited knowledge of its physical condition.
- Drilling into existing piping regardless of the material will increase the potential for I/I problems that Miami Beach already faces due to the depth of pipes below the water table and the age of its sewer infrastructure.
- Based on the estimated age of the City's sewer infrastructure, a large amount of the existing sewer piping will likely require repair in the next 10-20 years.
- Maintenance procedures such as emergency repairs, lining of the pipe, or cleaning operations become more complex with the presence of an in-sewer fiber optic system.
- It is unknown if the regulatory agencies will permit an in-sewer fiber optic system.
- The suitable piping that does appear acceptable for CableRunner installation does not provide enough connectivity for an expansive or redundant in-sewer fiber optic network.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 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: September 14, 2018

SUBJECT: **DISCUSSION TO REVIEW STATUS, ISSUES, AND PLANS RELATED TO THE  
INDIAN CREEK DRIVE FLOODING MITIGATION**

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**ANALYSIS:**

Item deferred to the October 26, 2018 FCWPC meeting.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 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: September 14, 2018

SUBJECT: **DISCUSSION TO EXPLORE POTENTIAL PARTNERSHIP WITH CITYGRADER**

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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:** September 14, 2018

**SUBJECT: DISCUSSION REGARDING THE PROJECT BUDGET AND SCOPE OF THE 72ND STREET CIVIC COMPLEX PROJECT**

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### **ANALYSIS:**

On June 8, 2016, the City Commission, pursuant to Request for Qualifications (RFQ) No. 2016-124-KB, adopted Resolution No. 2016-29425 accepting the recommendation of the City Manager and awarded Desman, Inc. (Desman) a contract for Architectural and Engineering Design Criteria Professional Services For Mixed-Use Parking Garages.

On October 21, 2016, the Neighborhoods and Community Affairs Committee (NCAC) heard a presentation exploring the construction of an all-wheels park at one of three locations in the North Shore area. The Committee selected the 72nd street parking lot (P-92) as the preferred location and requested additional information regarding parking and other uses. The site is located between 72nd and 73rd Streets, and between Collins and Harding Avenues. The item was discussed at the following committee meetings, November 18, December 9, 2016 and January 27, February 17 and March 17, 2017.

On February 8, 2017, the City Commission referred a discussion item of a skate park at the 72nd Street parking lot (P-92) to the Finance and Citywide Projects Committee (FCWPC) and on March 31, 2017 FCWPC directed staff to work with Commissioner Aleman in developing possible footprints, volumetric analysis, area available for other uses and number of parking spaces.

On April 26, 2017, the City Commission adopted Resolution No. 2017-29843 directing the City Administration to proceed with a consultant service order engaging Desman to prepare a feasibility study for a parking garage structure, and a new recreational park with a skate park and community use space, at the 72nd Street municipal parking lot (P-92). The Commission further directed the City Administration to prepare a budget item request for consideration of the project in the City's Capital Budget fiscal year 2017-2018. At that time, the Commission referred the feasibility study for this project to the FCWPC.

On May 17, 2017, the City Commission approved a Capital Budget Amendment to the fiscal year 2016/2017, to prepare the initial feasibility study and preparation of renderings of the 72nd Street Park and Parking Structure.

As the first step in developing the Design Criteria Package (DCP), Desman was engaged to commence the feasibility study and design options, and began meeting with the City's Parking, Parks and Recreation, Public Works, Office of Capital Improvement Projects (CIP) and Planning departments. Discussions with the various departments established project programming, planning/code constraints and other requirements.

On January 19, 2018, subsequent to referral by City Commission on January 17, 2018, FCWPC directed staff to meet with Commissioner Aleman and Desman to explore lower scale, larger footprint options and bring them

back with other options. On January 22, 2018, Commissioner Aleman met with CIP and Desman to review the options and discuss other possibilities.

On February 14, 2018, the City Commission referred the project to the FCWPC to discuss including a competition-sized swimming pool in the project and on February 23, 2018, the FCWPC discussed and recommended adding the pool, with support facilities, to the feasibility study.

On March 7, 2018 the City Commission accepted the recommendation of the FCWPC to include a competition-sized pool (aquatic center) in the feasibility study for the proposed 72nd Street mixed-use project.

On March 8, 2018, the Parks and Recreational Facilities Advisory Board, as described in Letter to Commission (LTC) 132-2018, made a motion for the City to prioritize building an aquatic center in the City of Miami Beach. On May 3, 2018, as described in LTC 249-2018, the Parks and Recreational Facilities Advisory Board passed a motion identifying potential sites for the aquatic center as the 72nd Street parking lot (P-92), Flamingo Park or the Scott Rakow Youth Center, and asked that money be set aside in the 2018 General Obligation Bond and for that money to be portable to accommodate a location once identified.

On April 20, 2018, the FCWPC deferred discussion and review of this project to the June committee meeting, pending completion of the feasibility study.

On June 8, 2018 the FCWPC heard a presentation of four (4) conceptual options, developed by Desman, for the proposed 72nd Street Mixed-Use Project. All four options addressed planning requirements and took the North Beach Master Plan into consideration. The variations reflected options in orientation, circulation and arrangement and included the following programming elements:

- Parking garage that can be converted to some other use in the future, having a maximum of 500 spaces
- Structure and “Active Liner” arranged to reinforce commercial corridor at southwest corner of site
- All-wheels park up to 20,000 SF in size
- 5,000-10,000 SF Library/Media Center
- Roof-top Community Pool measuring 50m x 25m, including all support facilities, with movable bulkheads and movable floor (high school competition model)
- Roof-top community meeting room up to 5,000 SF, potentially part of the Library
- Approximately 20,000 SF of civic/commercial space
- Adult focused, upscale fitness gym with running track
- Passive Park measuring approximately 56,000 SF

The FCWPC recommended the following items to the proposed 72nd Street mixed-use project:

- Delete the all-wheels skate park and relocate to the West Lots
- Library component is mandatory
- Locate running track on grade
- Incorporate resilient and sustainable elements
- Provide an active park in lieu of passive park

The FCWPC directed staff to meet and coordinate with the Parks and Recreational Facilities Advisory Board, Corradino Group working on the Ocean Terrace Neighborhood Master Plan and the developers of the Mixed Use Project on the south side of 72nd Street.

On June 8th, 2018, immediately following the FCWPC meeting, City staff met with the developer of the property to the south. Additional conversations were had on June 20th, 2018 and it was agreed that City staff would continue to review the project and coordinate with the developer.

On June 29, 2018, CIP and Tourism, Culture and Economic Development (TCED) met with the Corradino Group and Garcia Pons + Associates. The meeting was an effort to exchange information in preparation of the final Ocean Terrace Neighborhood Urban Design Plan.

On July 11, 2018 CIP and TCED heard a presentation on the Ocean Terrace Neighborhood Urban Design Plan by Garcia Pons + Associates. The report indicated agreement with the conceptual options prepared by Desman and made the following recommendations:

- Relocate the library use to the 72nd street project
- New mixed-use parking structure with +/- 450 spaces and public uses (i.e. Library, Fitness Center, Pool/Aquatic Center, etc)
- Proposed all-wheels track relocated to West lots
- New civic plaza with retail uses (i.e. Kiosks, Outdoor Dining, etc) at Collins and 72nd street intersection
- New multi-purpose field along 73rd Street

On July 11, 2018 the Parks and Recreation Facilities Advisory Board heard a presentation of the proposed 72nd Street mixed-use project. The Board passed a motion with the following project scope recommendations:

- Strongly supporting the scope addition of a 25 meter warm up pool.
- Fitness center to remain.
- Project to include multi-use active park with sports lights and resiliency and sustainability efforts.
- Orientation of the grandstands at the pool to face the beach.
- All-wheels skate park be relocated as long as it finds a new funded home in the West lots.
- Track should be at ground level for the purpose of maximizing space.
- Raising or shifting electrical transmission lines should be explored.
- Connectivity between the North Shore Youth Center, Band Shell and 72nd Street Project should be considered.

On July 25, 2018 the City Commission discussed the scope and cost of the 72nd Street Park, Library and Aquatic Center to be included in the 2018 General Obligation Bond. The scope of work was noted to include a parking garage with a maximum of 500 parking spaces, Civic and Commercial space at the Ground Level, a new recreational Park, roof-top Competition Pool, warm-up pool and Support Facilities, a new 5,000-10,000 Library/Media Center and a 7,500sf upscale Fitness Gym with a running track. Resiliency strategies that may be implemented in this project include resilient storm water retention and re-use system, solar electric power, energy efficient lighting and an activated roof level with green roofing system.

### **CONCLUSION:**

The Administration is seeking direction to proceed with the completion of the feasibility study and the preparation of a design criteria package, contingent on the passing of the 2018 General Obligation Bond referendum.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 2018

SUBJECT: **POTENTIAL REVENUE STREAMS**

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### **HISTORY:**

At the July 13, 2018 Finance and Citywide Projects Committee Budget Briefing Meeting, multiple options were presented as alternative ways to provide revenue to the City. The options included Advertising on the exterior of trolleys, large-scale sponsorships throughout the City such as park naming rights and naming rights to the Miami Beach Convention Center, advertising on the exterior of Parking Garages and advertising on the back side of the fleet-management building.

### **ANALYSIS:**

Each of these items present both positive and potential negative implications and as such, staff has since met to discuss the items in detail. Discussions included potential legal, planning and historic preservation implications. Each option is expanded further below.

#### **ADVERTISING ON THE EXTERIOR OF TROLLEYS:**

Previously, on the temporary Alton/West Trolley, advertising was sold by the city's development coordinator. Each trolley garnered \$2,150 per month in revenue or \$78,000 per year for 3 trolleys.

Upon the launch of the North Beach trolley system, staff met with companies to discuss the options to place advertising on these trolleys. Discussions were held with Outfront Media, the company that manages the advertising on the City of Miami trolley system, and ultimately it was decided that, due to many regulations and restrictions such as limitations on type of advertiser, location of ads and advertising content, that they would not move forward with the sale of advertising.

The City now has 25 trolleys that operate city-wide. Upon implementation of these trolleys, staff was given direction to create a cohesive branding for the trolleys and no longer allow advertising on them. Thus, a design was adopted by Commission and all trolleys have a similar design that showcases the different iconic lifeguard stands throughout the City.

#### **SPONSORSHIPS THROUGHOUT THE CITY**

In 2007 the City hired a consultant to do a thorough assessment and inventory of all possible sponsorships throughout the City as well as possible revenue amounts for each item. After the completion of the assessment, the consultant was retained to begin the sales of these sponsorships, in addition to the sponsorship sales that were managed by the city's development coordinator. The consultant focused on larger sponsorships and brought in the current contract between the City and Coca-Cola while the development coordinator focused on individual event sponsorships and advertising in MB Magazine.

The Coca-Cola contract currently generates \$325,000 per year in cash as well as \$60,000 in in-kind revenue and 450 cases of free product per year. The free product is used for city events such as the Veterans Day Parade, Fire on the Fourth as well as donated to outside events such as Art Deco Weekend. The contract was originally signed for a total of 10 years and will be up for renewal option in 2022.

The contract expired with the sponsorship consultant, was not renewed and the City's development coordinator continued selling advertising and sponsorships for the City. Since the inventory was completed, the internal sponsorship and advertising position has drastically increased the total alternative revenue being generated for the City with totals of both cash and in-kind now reaching \$1 Million per year. Some of the items included in this total are event sponsorships such as Fire on the Fourth, Veterans Day Parade, Family Service Day, Parks and Recreation sponsorships and advertising sold in the MB Magazine.

### MIAMI BEACH CONVENTION CENTER NAMING RIGHTS

Many large parks and convention centers throughout the country utilize naming rights revenue to provide alternative revenue. The following chart shows some arenas and convention centers that have previously garnered naming rights revenue for their facilities. The newly renovated Convention Center would be a candidate for such option.

Staff met to discuss the possibilities of naming rights and what may need to be done to allow this. During the discussion, it was mentioned that, per the current City Code, the naming of the MBCC may have to go to referendum.

TERMS OF NAMING RIGHTS DEALS FOR COMPARISON AND RESEARCH				
Location	Venue Type	Annual	Terms	Total revenue
CenturyLink Center - Omaha Nebraska	Convention Ctr	\$933,333.33	15	\$14,000,000.00
Huntington Bank Convention Center of Cleveland	Convention Ctr	\$500,000.00	20	\$10,000,000.00
Carnival Center	Cultural Arts	\$10,000,000.00	1 year	\$10,000,000.00
Adrienne Arsht	Cultural Arts	\$30,000,000.00	In perpetuity	
Lobby of Carnival Studio Theater	Cultural Arts	\$250,000.00	In perpetuity	
Ziff Ballet Opera House Stage	Cultural Arts	\$1,000,000.00	In perpetuity	
Willis Tower - Formerly Sears Tower (Chicago)	Multi-Functional	\$1,000,000.00	Since 2009	Unknown
Toyota Center - Houston Texas	Sports Arena	\$5,000,000.00	20	\$100,000,000.00
American Airlines Center-Dallas Mavericks	Sports Arena	\$6,500,000.00	15	\$97,500,000.00
Lincoln Financial Field, Philadelphia, Pennsylvania	Sports Arena	\$6,647,619.05	21	\$139,600,000.00
Bank of America Stadium, Charlotte, North Carolina	Sports Arena	\$7,000,000.00	20	\$140,000,000.00
Hard Rock Stadium - Miami, Florida	Sports Arena	\$13,888,888.89	18	\$250,000,000.00
American Airlines Arena - Heat	Sports/Music	\$2,100,000.00	Until 2019	\$31,500,000.00

### ADVERTISING ON THE EXTERIOR OF PARKING GARAGES/FLEET BUILDING

Exterior advertising in the City of Miami Beach is controlled through various areas including our City Code, County Code and FDOT regulations. Therefore, there have not been many instances of this type of advertisement throughout the City. Due to this, staff met internally to discuss what would need to be done if direction was given by commission to begin allowing it. Staff also met with representatives from the companies that began the City of Miami exterior advertising program.

The Marketing and Communications team purchased various wallscapes and billboards in the City of Miami to advertise certain programs. Based on this, we are aware that a wallscape in midtown can cost around \$30,000 per month or \$360,000 per year/per sign.

During discussions with the City's legal team and planning department, various obstacles were mentioned that would need to be addressed to allow for this type of advertising throughout the City. The Planning Department provided the following feedback regarding this type of signage:

1. **Legal Implications:** Collectively both Planning and Legal have a major concern that allowing ads on City garages will result in a court challenge that forces the City to allow these ads on private buildings. Under our LDR's, General Advertising is prohibited City Wide, with some very limited exceptions on Public ROW (Per Chapter 82). The more we chip away at the foundation of this prohibition, the more likely that it could crumble. Additionally, we have been very successful at preventing advertising barges in our territorial waters. Allowing large ads on the backside of the fleet management could jeopardize that as well. Additionally, if these types of ads were allowed on private buildings, we would have no way of controlling the content.
1. **Architecture of Individual Garage Structures:** Virtually all of our parking structures in the City (both public and private) each have a unique and distinct architectural identity. NONE were designed in a manner that could accommodate large advertising banners. The introduction of these large advertisements would significantly impair the architectural integrity of the garages. In furtherance of this, attached is a short piece, published in 2011, entitled "BEEN THERE HAVEN'T DONE THAT Miami's Beached Cars". It nicely



and succinctly summarizes the architectural value of the City's parking structures.

- 1. **Visual Blight and Urban Design Standards:** Citywide, Miami Beach is a very unique concentration of well-planned and cohesive architectural forms. We have architectural representation from numerous eras both inside and outside of our historic districts. The introduction of large ads on parking structures will significantly compromise this carefully balanced urban form.

**CONCLUSION:**

Each of these options provide their own unique set of opportunities. Upon internal discussion, it was decided that both the sponsorship and trolley exterior advertising options could be relatively easy to move forward with and begin generating additional alternative revenue. Both of these options could be started through our procurement department or working with other municipalities to piggy-back off of any current contracts that may already exist. Exterior advertising on our parking garages, fleet building or anywhere else in the city may require additional discussion.

Staff is seeking further direction from the Finance and Citywide Committee on these items.

**ATTACHMENTS:**

Description		Type
	Reference Article	Memo

# BEEN THERE **HAVEN'T** DONE THAT

By Prof. Barry Goldsmith

## Miami's Beached Cars

By Professor Barry Goldsmith

**W**e've traveled the world together—everywhere but the United States. Let's visit our own backyard, or at least our garage. BEEN THERE, HAVEN'T DONE THAT has already covered places where horses are covered (February, 2011), showing that many stables are worthwhile historic and artistic sites in their own right. Let's visit the stables of the 20th and 21st centuries—I mean parking garages.

Why would anyone spend money to make beautiful garages? Why would anyone disguise stables as palaces? To protect and treasure something very dear to them—transportation.

In ancient Rome, Caligula appointed his horse a senator. In 20th-century Rome, did Mussolini ever appoint his car a Senator? However, since the car is worshiped in many cultures, beautiful parking garages should reflect the car's exalted place. Three hundred horsepower should be as luxuriously housed as one horse.

You can tell a city by its sidewalks and also by where it puts its cars that are not parked next to a sidewalk. The exception might be Rome, where cars are parked on the sidewalk.

It seems as if every Spanish city hides its cars in underground parking garages under parks. Spain puts the "park" in "parking." From Bilbao to Burgos to Barcelona, scratch the surface of a park or plaza and you'll find a parking garage. It's expensive, but it preserves the urban fabric—and nature.

Atlanta buries parking garages under office buildings or builds separate parking garages that look like—parking garages. The horse-and-buggy equivalent would be building wooden barns alongside magnificent stone palaces. It's a hideous solution that says, "Cars first, people second."

I recently visited South Beach and was really impressed by its Art Deco architecture. I've studied Art Deco and taught Art Deco, so I knew what to expect: dozens of small imaginatively decorated and excellently restored Art Deco hotels.

South Beach is pedestrian friendly. Major sites are within walking distance. Age is flaunted, be it in the older hotels or older cars that parade in a line, every night, in front of Ocean Drive's neon-highlighted Art Deco gems. As in Santa Monica, CA, if you don't feel like driving on a vacation, you won't feel stranded.

South Beach has the most stylish parking garages I have ever seen. And they overcome problems beneath the surface that you would not find in New York, LA or Atlanta. South Beach parking garages must be built above ground because of the high water table in South Florida. South Beach did not invent the beautiful parking garage. Believe it or not, it was the Soviet Union. After the fall of the Russian autocracy, a spurt of architectural creativity stunned the artistic world—a clean break with the past (until Stalin put an end to it). This strikingly prophetic, proto-21st-century architecture—Soviet Constructivism (1918-1933)—is contemporaneous with Germany's much more famous Bauhaus, but Soviet Constructivism is much less angular and much more flamboyant.

In South Beach, the only cars you're almost guaranteed to see parked on the street are cars from the 1950s and 60s – almost permanently anchored in front of hotels, whose two-tone colors the cars seem to have inspired. Which came first, the turquoise and white 1955 Buick convertible or that turquoise and white Art



Deco hotel proudly standing in the background?

Something is wrong with this picture: Hotels from the 1930s and early 1940s should have cars from the 1930s and early 1940s parked in front. And the hotels' colors should match the more muted tones of these cars from this Depression era. Art Deco generally did not use bright startling colors like turquoise and hot pinks. 1950's car colors are from the period when these Art Deco hotels were already in decline. In its prime, Art Deco used more subtle, neutral and muted tones. While South Beach's collectors' cars are displayed in front of Art Deco hotels, regular cars are parked in Neo Art Deco buildings – South Beach's magnificent parking garages—many built to imitate the surrounding Art Deco hotels. A prime example is the Neo Art Deco 13th Street Garage complete with porthole windows and bright salmon and beige tones.

Another garage in Neo Art Deco camouflage is at 1041 Collins Avenue. This garage looks more like an Art Deco office building than some Art Deco office buildings. Then there's the Anchor Garage, which doesn't just blend in with old Art Deco, it actually towers above and envelopes two smaller real Art Deco buildings, which the garage's builders restored. One building was the old Anchor Hotel, hence the name "Anchor Garage."

Architecture in the 21st century extols the virtues of "Green" design. South Beach has the ultimate in green design in (of all places) a parking garage, by cutting-edge Miami architects Arquitectonica. What's greener than a building with a green-planted wall? A building with several green-planted walls. This green Ballet Valet Parking Garage (yes, that's its name) at 630 Collins Avenue doesn't even look like a garage. All its cars are hidden by greenery. In fact, it looks like the hanging-garden parking garage of Babylon—vines, bushes and trees crawling out from every crevice. I call it the "Chia Pet parking garage."

Because of a 2003 South Beach planning ordinance requiring all free-standing parking garages to have retail at the street level, they nicely blend into this pedestrian-friendly part of Miami.

As in Moscow, South Beach's parking garages are becoming tourist sites unto themselves. South Beach's garages have become so prominent that "Starchitects" are now designing them. Frank Gehry's New World Center Garage, with its corner spiral tower, just opened in January.

And Herzog de Meuron's sculptural Garage at 1111 Lincoln Road is even floodlit at night like other world-class landmarks visit. I like this garage so much, I took a folding chair and parked myself on the top level to absorb the total experience.

By the way, I even found an artistic parking lot in Miami. It's the parking lot of the Gary Nader Fine Art Gallery, which doubles as a sculpture garden. His Botero sculptures could not fit into a parking space—they were too fat.

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Rafael E. Granado, City Clerk

DATE: September 14, 2018

SUBJECT: **DISCUSS IMPLEMENTATION OF A ONE-YEAR TRIAL OF “eCOMMENT,” AN ONLINE RESIDENT ENGAGEMENT TOOL THAT ALLOWS RESIDENTS THE OPPORTUNITY TO PROVIDE COMMENTS DIRECTLY TO THE CITY COMMISSION THROUGH THE ONLINE MEETING AGENDA**

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### **HISTORY:**

On July 25, 2018, the City Commission referred to the Finance and Citywide Projects Committee to consider the implementation of “eComment,” an online resident engagement tool that allows residents the opportunity to provide comments directly to the City Commission through the online meeting agenda. The item was sponsored by Commissioner Ricky Arriola.

### **ANALYSIS:**

Please consider the implementation of a one-year trial of “eComment,” an online resident engagement tool that allows residents the opportunity to provide comments directly to the City Commission through the online meeting agenda.

#### **General Information:**

eComment will be integrated with NovusAGENDA, allowing residents to comment on upcoming agenda items. Residents can review agenda item details, indicate their position on topics (oppose/neutral/support) and leave written feedback from the convenience of their own home. The Support/Reject buttons allows residents to succinctly express their positions on agenda items, and allows in-depth graphical reports to be viewed by the Mayor, Commissioners, and the Administration prior to a meeting, helping them better understand and consider the view of the residents.

The eComment period is open from the time the agenda publishes until a time set by the Commission. Residents will be prompted to set up a user profile to allow them to comment and the comment will become part of the official public record.

Resident engagement is very important to Miami Beach, and this program will complement the existing MB Residents Connect and the Residents Right to Know applications, by allowing residents the opportunity to express easily their support/opposition and comment on items on the agenda.

#### **eComment Improves Meeting Participation:**

Due to work, school, and family commitments, residents are not always able to attend City Commission meetings. The eComment solution provides residents an opportunity to participate when they cannot be at a City Commission meeting in person. Using eComment allows any person, anywhere to leave a comment on an agenda

item via the Internet. While facilitating an open discussion, the City can keep feedback from becoming too unwieldy by controlling which agenda items receive comments, establishing timelines, and word count limits for comments.

**eComment Saves Staff Time:**

eComment is also a valuable tool for staff. Significant staff time savings can be realized by encouraging residents to post their comments using eComment as opposed to sending emails or leaving telephone messages with City staff.

**Cost:**

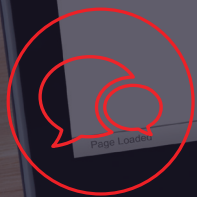
The cost for this feature is \$9,600 annually. (See attached annual subscription estimate.) The Office of the City Clerk has money available this fiscal year from unused funds related to the purchase of office cubicles. If allowed to rollover these unused funds, the proposed project can be funded as a pilot program for one year.

**CONCLUSION:**

The City Clerk seeks direction and feedback on the proposed implementation of “eComment.”

**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	eComment Brochure	Other
<input type="checkbox"/>	Sample eComment User Guide	Other
<input type="checkbox"/>	Annual Fee - eComment	Other



## Boost citizen participation with online feedback on public agendas

eComment is tightly integrated with published agendas to allow citizens to comment on upcoming agenda items, which adds community member voices to the democratic process and makes citizen participation in public meetings convenient. Citizens can review agenda item details, indicate their position on an item, request to speak in a live meeting and leave written or video feedback.

While facilitating an open discussion, agencies can keep feedback from becoming too unwieldy by controlling

which agenda items receive comments and establishing timelines and word count limits for comments.

All comments can be consolidated into an in-depth, graphical report and delivered to elected members prior to a meeting, helping them better understand and consider the views of their constituents. eComment also integrates seamlessly with the Granicus iLegislate app so council members can digitally review feedback and comments on their mobile device.



Boosts citizen participation



Digital feedback on agenda items



Support/reject buttons uncomplicate citizens' positions



Built-in safeguards to maintain brevity and decorum



Automatically enters into public record



In-depth, graphical reporting

# eComments User Guide

Welcome to the online citizen engagement tool, eComments. This tool allows citizens to log on to the City's website, review agenda information for the specific Boards and Commissions, and comment directly on agenda items through the website. Please note – when using eComments, it renders best in Google Chrome browser, however other browsers will work.

Log on to the city's website and navigate to the Meetings & Agendas page.



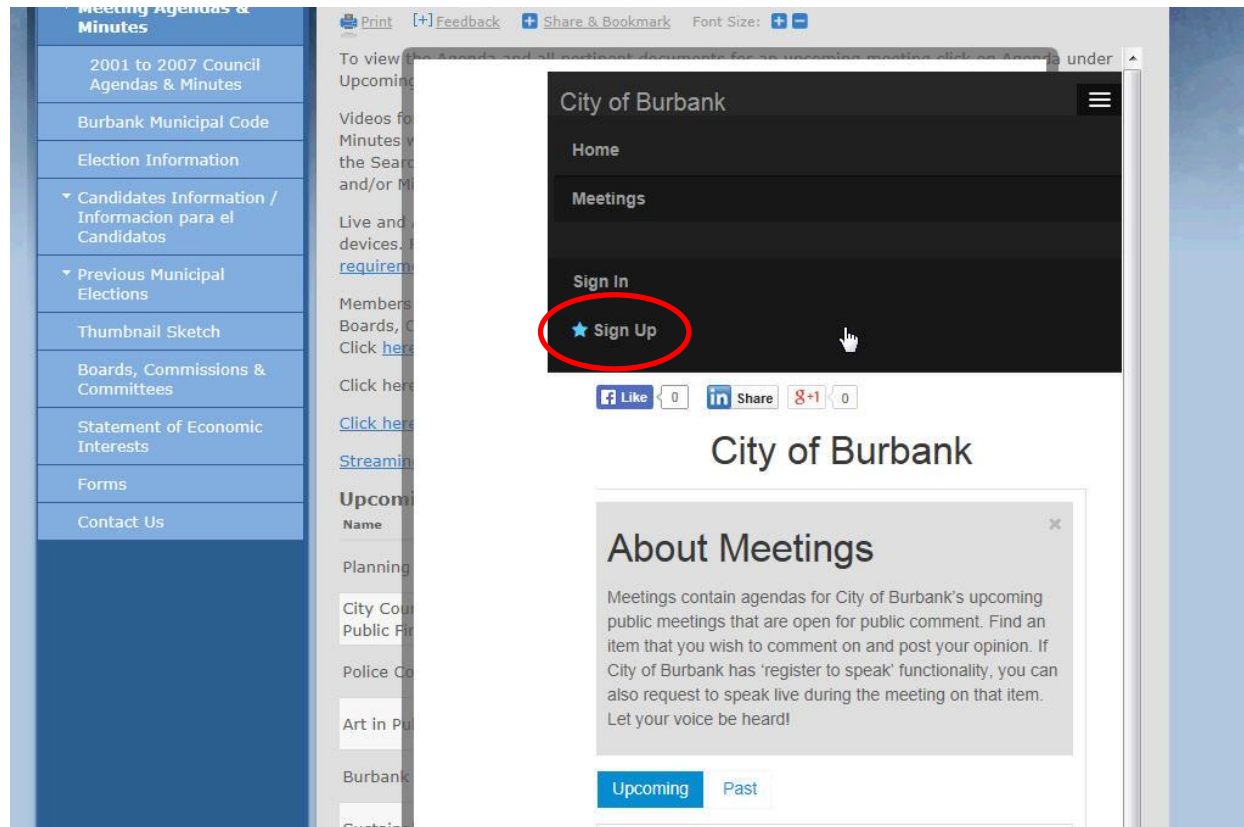


Find the upcoming meeting you wish to leave a comment and click on the eComment link next to the meeting.

The screenshot displays the City of Burbank's website with a left-hand navigation menu and a main content area. The navigation menu includes links for Minutes, 2001 to 2007 Council Agendas & Minutes, Burbank Municipal Code, Election Information, Candidates Information / Información para el Candidatos, Previous Municipal Elections, Thumbnail Sketch, Boards, Commissions & Committees, Statement of Economic Interests, Forms, and Contact Us. The main content area contains instructions on how to view the agenda, search for archived meetings, and view live and archived videos. It also includes links to download Council Meeting Guidelines, view 2001-2007 Council Agendas & Minutes, and streaming video support. The 'Upcoming Meetings' section is a table with columns for Name, Date, and links to Agenda and eComment. The 'eComment' link for the City Council Meeting on July 15, 2014, is circled in red.

Name	Date	Agenda	eComment
Planning Board Meeting	July 14, 2014 - 06:00 PM	<a href="#">Agenda</a>	
City Council Meeting with Successor Agency and Public Financing Authority	July 15, 2014 - 05:50 PM	<a href="#">Agenda</a>	<a href="#">eComment</a>
Police Commission Meeting	July 16, 2014 - 06:00 PM	<a href="#">Agenda</a>	
Art in Public Places Committee	July 17, 2014 - 06:00 PM		
Burbank Transportation Commission Meeting	July 21, 2014 - 05:00 PM		
Sustainable Burbank Commission	July 21, 2014 - 05:00 PM		
City Council Meeting	July 22, 2014 - 05:50 PM		
Senior Citizen Board (DARK JULY AND AUGUST)	July 23, 2014 - 06:00 PM		

If this is the first time submitting comments via eComments, a user must register with the site. Click on Sign Up.





The following information is required:

- A valid email address
- A password
- First and last name
- Address with postal code – if the user submits an invalid address or postal code, a warning will appear. The user may continue to sign up by submitting their postal code only.
- Click on Sign Up

Meeting Agendas & Minutes

2001 to 2007 Council Agendas & Minutes

Burbank Municipal Code

Election Information

▼ Candidates Information / Informacion para el Candidatos

▼ Previous Municipal Elections

Thumbnail Sketch

Boards, Commissions & Committees

Statement of Economic Interests

Forms

Contact Us

Print [+/-] Feedback + Share & Bookmark Font Size: + -

## Sign Up

Email

[Already have an account?](#)

Password

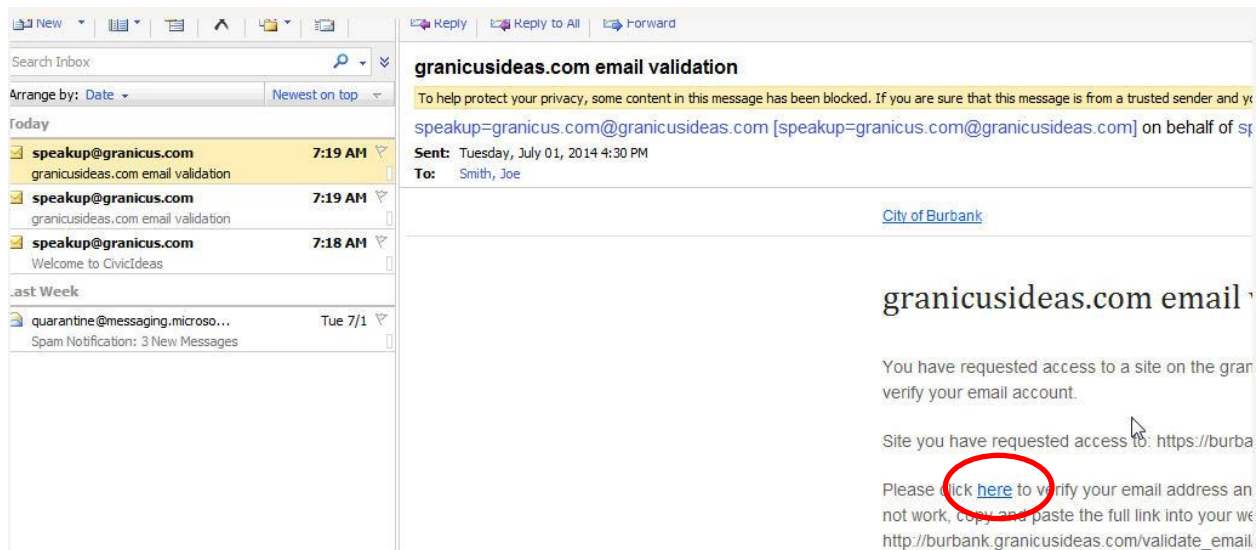
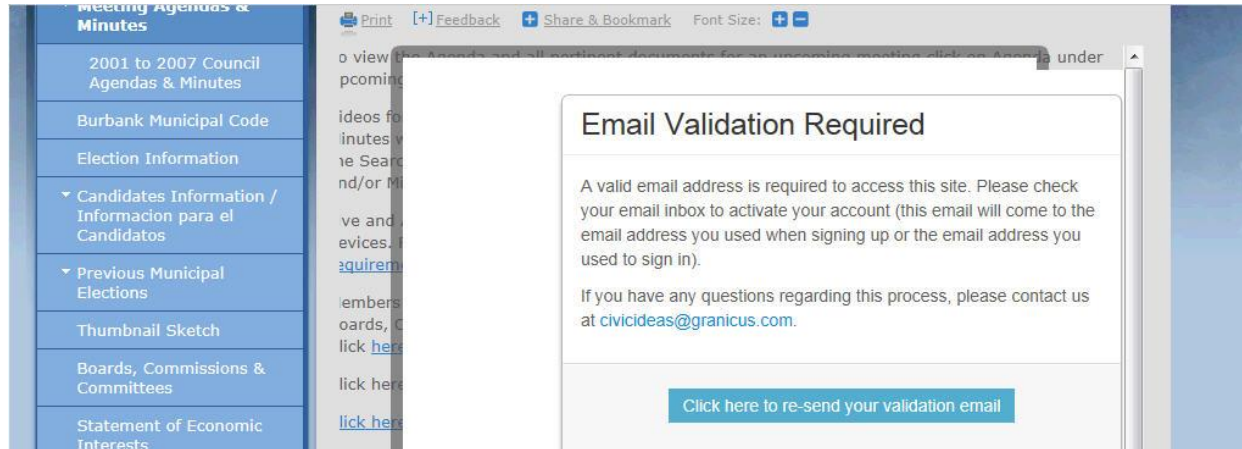
Name

Address

By clicking "Sign up" you agree to the [terms and conditions](#), and grant City of Burbank, Granicus and their designees the right use your ideas and submissions in any way they see fit without notice, attribution or compensation.

[Sign Up](#) or [Connect](#)

A user must validate their email address. To do so, navigate to your email. Open up the email titled “Granicus Ideas Email Validation” and find the link that says “please click here to verify your email address...”.



Once the mail address has been validated, it will direct back to the eComments page. A user may now begin leaving comments. Any upcoming meetings available through eComments will be listed. Click on View Agenda.

Please note when the eComments period closes for the meeting – it is approximately 24 hours prior to the start time of the meeting.

**City of Burbank**

### About Meetings

Meetings contain agendas for City of Burbank's upcoming public meetings that are open for public comment. Find an item that you wish to comment on and post your opinion. If City of Burbank has 'register to speak' functionality, you can also request to speak live during the meeting on that item. Let your voice be heard!

Upcoming Past

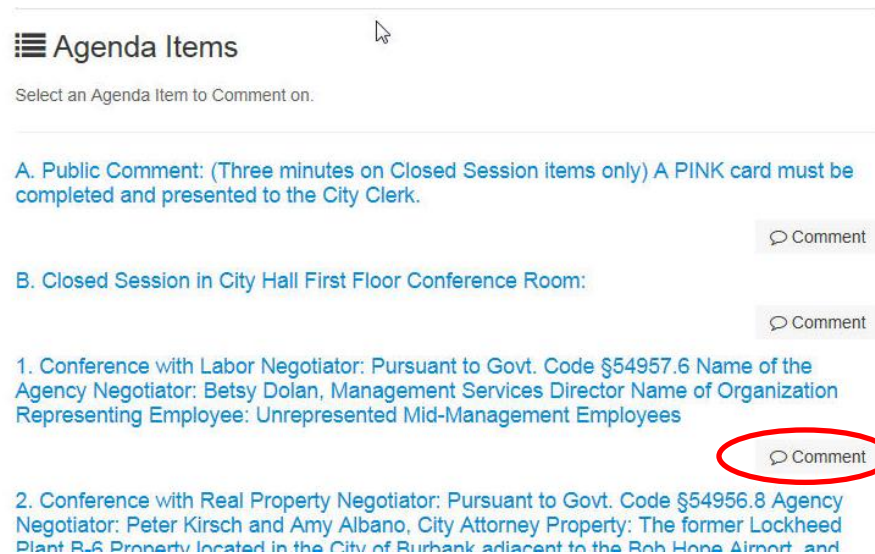
**Meeting: City Council Meeting with Successor Agency and Public Financing Authority**

Meeting Time: July 15, 2014 at 5:50pm PDT

 Closes for Comment July 14, 2014 at 4:50pm PDT

[View Agenda](#)

Select the item(s) you wish to leave a comment.



**Agenda Items**

Select an Agenda Item to Comment on.

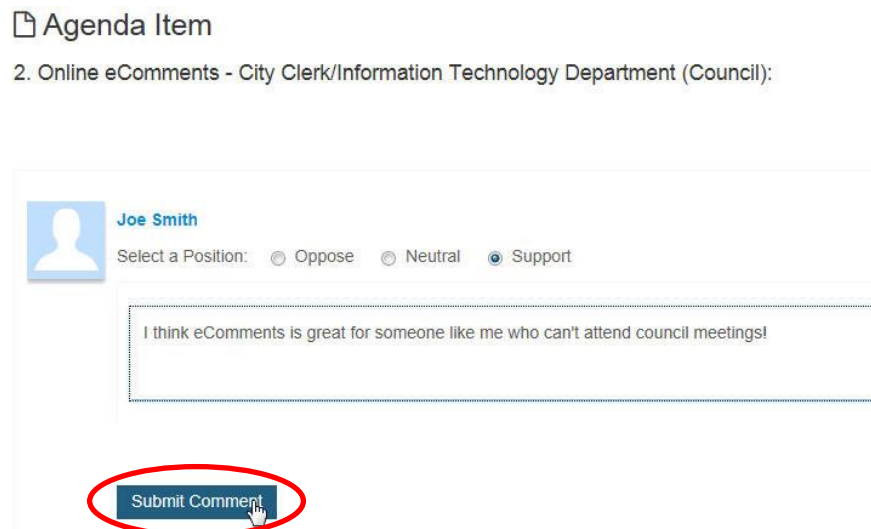
A. Public Comment: (Three minutes on Closed Session items only) A PINK card must be completed and presented to the City Clerk.

B. Closed Session in City Hall First Floor Conference Room:

1. Conference with Labor Negotiator: Pursuant to Govt. Code §54957.6 Name of the Agency Negotiator: Betsy Dolan, Management Services Director Name of Organization Representing Employee: Unrepresented Mid-Management Employees

2. Conference with Real Property Negotiator: Pursuant to Govt. Code §54956.8 Agency Negotiator: Peter Kirsch and Amy Albano, City Attorney Property: The former Lockheed Plant R-6 Property located in the City of Burbank adjacent to the Bob Hope Airport and

A user must select a position: Oppose, Neutral or Support. Type a comment. Select Submit Comment when complete. Please note - users may comment on as many items on the agenda as they would like, however, they may only leave one comment per item. The comment character limit per item is 600 which is approximately 6 lines of text.



**Agenda Item**

2. Online eComments - City Clerk/Information Technology Department (Council):

**Joe Smith**

Select a Position: ☐ Oppose ☐ Neutral ☒ Support

I think eComments is great for someone like me who can't attend council meetings!

Submit Comment



This quote is for budgetary purposes only. Please do not submit a Purchase Order against this document. Pricing subject to change based on the scope. Please contact your Granicus representative for an official quote which will include terms and conditions, period of performance and finalized pricing.

**Quote Prepared On:** 4/27/2018  
**Quote Valid Through:** 5/27/2018

**Granicus Contact:**  
Name: Kevin Strauss  
Phone: (631) 389-3691  
Email: kevin.strauss@granicus.com

#### ONE-TIME FEE

Product Name	Product Description	Invoice Schedule	Quantity	One-Time Total
eComment – Setup & Configuration		Upon Delivery	1 Each	\$0.00
SpeakUp - Setup & Configuration		Upon Delivery	1 Each	\$0.00
eComment - Online Training	onsite training for eComment	Upon Delivery	1 Hours	\$0.00
SpeakUp - Online Training	onsite training for SpeakUp	Upon Delivery	2 Hours	\$0.00
			TOTAL	\$0.00



## ANNUAL SUBSCRIPTION FEE

Product Name	Product Description	Invoice Schedule	Quantity	Annual Total
<b>Citizen Participation Suite</b>	<p>The Granicus Citizen Participation suite provides the ability to involve the community throughout the legislative process and produce better outcomes. The Citizen Participation suite also reduces staff time by providing the ability to effortlessly collect, manage, and prioritize citizen input. The software provides a convenient way for citizens to voice their feedback and participate online. Granicus Citizen Participation includes:</p> <ul style="list-style-type: none"><li>• Unlimited user signup</li><li>• SpeakUp tool</li><li>• eComment tool</li><li>• Ability for citizens to sign up and participate in online projects, discussions, forums, ideas, surveys, and meetings</li><li>• Spam protection through CAPTCHA</li><li>• Profanity filters</li><li>• Role permissions for administrators</li><li>• Idea module</li><li>• Discussion module</li><li>• Forum module</li><li>• Projects module</li><li>• Survey module</li><li>• Meetings module</li><li>• Reporting on a module by module basis</li><li>• Ability to request, speak, or comment on agenda items</li></ul>	Annual	1 Each	\$9,600.00
<b>Open Platform Suite</b>	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.	Annual	1 Each	\$0.00
<b>eComment</b>	eComment only	Annual	1 Hours	\$0.00
<b>SpeakUp</b>	SpeakUp only	Annual	1 Hours	\$0.00
			<b>TOTAL</b>	<b>\$9,600.00</b>

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 2018

SUBJECT: **DISCUSSION REGARDING THE 2018 COMMUNITY SATISFACTION SURVEY**

---

### **HISTORY:**

On July 25<sup>th</sup>, 2018 the City Commission referred the 2018 community survey discussion item to the Finance and Citywide Projects Committee.

### **ANALYSIS:**

The purpose of item is to provide a summary and analysis supporting the administration's recommendation to conduct a 2018 Community Satisfaction Survey to complement the Strategic Plan/ Resilience Strategy update. The city has conducted the survey since 2005 to gauge community satisfaction levels with services corresponding with our strategic priorities. The 2018 proposed survey will be the seventh set of comprehensive, statistically valid surveys conducted. The survey enables data-driven decisions regarding services and strategic initiatives.

This complements the Strategic Plan update through the lens of resilience, as the survey will be a key component in assessing priorities and tracking performance with this new focus.

The administration has worked with the City Commission, the Executive Staff, and the Management Team to update the strategic plan alongside the developing Greater Miami and the Beaches Resilience Strategy, supported by 100 Resilient Cities. The city is creating an integrated resilience strategy to align strategic priorities to resources, services, and budget in 2019. The Commission discussed priorities at the February 28<sup>th</sup> Commission retreat. Staff documented the top priorities and compared them with city's current Key Intended Outcomes (KIOs), formally updated by Resolution 2015-29077. Staff updated the KIOs, with the strategic issues discussed, within the framework of goals and objectives. These goals and objectives were transmitted on May 7<sup>th</sup>, 2018, to the City Commission via LTC 252-2018, and on June 13, 2018 via LTC 332-2018 (Attachments 1 and 2). I plan to formerly transmit the goals and objectives through the FY 2018-2019 Annual Operating Budget (Attachment 3).

As part of this process, we have also updated our strategic model, and incorporated it into the current FY 2017-2018 Annual Operating Budget (Attachment 4). As part of our commitment to continuous improvement through data, measures, and feedback, this agenda items details our recommendations for the community survey. The 2018 survey will build on previous survey questions to show comparison of question results over time. With the pending updated Strategic Plan/ Resilience Strategy, questions will be updated to include current priorities. The survey was approved in the FY 2017-2018 Budget, and the funds will roll over to the next fiscal year, when the survey is expected to be completed.

A total of 1,200 surveys are expected to be completed by residents, and a total of 600 surveys completed by businesses with +/- 2.8% and +/- 3.9% margin of error respectively. The survey will be conducted in the fall of 2018. The final report will include:

- Survey methodology, a description of major findings, and charts that show the overall results of the survey;
- Cross tabulations that show a breakdown of results for key demographic variables;



- Importance-Satisfaction Analysis that will identify the areas where the greatest opportunities exist to enhance overall satisfaction with City services;
- GIS maps that show geocoded survey results for selected questions on the survey
- A presentation to City Commission of the final results (new service); and
- Two days of on-site training to understand and improve survey results (new service).

The administration has attached a Statement of Work from ETC Institute, a market research consulting firm, that conducted the survey in 2016 (Attachment 5). In order to stay consistent with the survey methodology and quality of previous survey results, the Administration intends to continue using the same company as survey provider. ETC has specialized in the design and administration of market research for governmental organizations since 1982. ETC conducts market research in more than 850 cities and Counties in the U.S., locally including Miami, Broward County, Ft. Lauderdale, Miami- Dade-County, and Key Biscayne,

In addition, the survey will provide the following **benefits**:

**Strategic direction:** The survey will include an Importance-Satisfaction Matrix indicating which priority areas rank the highest in importance but rank the lowest in satisfaction. Through the Importance-Satisfaction Matrix, the areas that come up as priorities are highlighted in the final report. These priorities can be later aligned with the organizations' priorities, and allocate resources to improve services in areas that matter most to the community.

**Performance indicators and benchmarking:** Because the City of Miami Beach has conducted the survey in previous years, certain questions can be used as performance indicators that can be tracked over time to measure progress against goals. Since many cities use ETC Institute as their survey provider, performance indicators about key services can be compared with cities of similar sizes and desired characteristics, for example coastal tourism cities.

**Performance dashboard:** Survey results have the potential to be displayed in a performance dashboard allowing the administration and City officials to analyze satisfaction with services per neighborhood, relationships between responses and demographic data in addition to comparison of key services performance with other cities. Staff is conducting market research for this type of dashboard, and ETC offers results by zone within static maps.

ETC Institute is identified as a management consulting firm, and in pursuance with Section 2-312, Miami Beach City code, such professional services are unique in their nature and are not subject to competition, and therefore is exempt from the competitive requirements.

The survey is funded within the current FY 2017-2018 Operating Budget. Funding to administer the survey is subject to approval of the Proposed FY 2018-2019 Operating Budget.

## **CONCLUSION:**

The administration recommends that the Finance and Citywide Projects Committee support a bid waiver for ETC Institute to conduct the 2018 community survey and to transmit to the October 17<sup>th</sup>, 2018 City Commission meeting for full Commission consideration.

## **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
<input type="checkbox"/> Attachment 1- LTC 252-2018 Strategic Plan Update	Memo
<input type="checkbox"/> Attachment 2- LTC- 332-2018 Strategic Plan Update 2	Memo
<input type="checkbox"/> Attachment 3- Goals and Objectives	Other
<input type="checkbox"/> Attachment 4- Strategy Model	Other
<input type="checkbox"/> Attachment 5- ETC Institute Statement of Work	Other

# MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. LTC #

**252-2018**

LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: May 7, 2018

SUBJECT: Strategic Plan Update

Attached please find the product of the Commission strategic planning retreat held on February 28, 2018. At the retreat, staff shared the existing 2015 adopted Key Intended Outcomes (24 in total) and top commission priorities (32 in total) as identified in one-on-one meetings with each Commissioner and staff, as well as with the retreat facilitator. Throughout the day, staff captured Commission discussion which resulted in 50 additional priorities or objectives.

These three lists have been combined and presented in the attached spreadsheet. The format is easy to read:

- Column 1 includes the former **strategic plan categories**
- Column 2 illustrates updated **goal areas and draft goals** for 2018
- Column 3 contains **draft objectives** that capture and merge the existing "Key Intended Outcomes" adopted in 2015 with the new priorities discussed at the retreat.
- Column 4 is simply the place holder for your budget workshop discussion and FY 18-19 budget development process, to show the alignment of **budget priorities** with the overall goals and objectives.
- Column 5 aligns the goals and objectives to our **departments**,

I want to share this with you in advance of your budget retreat. This should be considered a work in progress. I will be sharing with my staff and meeting with the directors to identify any gaps and additional opportunities to highlight priority issues as we continue this process. The Commission may want to set aside some time in a workshop, Commission Committee and/or even a Committee of the Whole to fully discuss and begin to finalize for City Commission approval.

Finally, as reminder, staff is taking the opportunity to update and reinvigorate the **Miami Beach Strategic Plan** as we develop the **Greater Miami & the Beaches Resilience Strategy**. We are leveraging 100 Resilient Cities tools, resources and consultants not only for the benefit of the partnership, but also specifically for the City of Miami Beach, at no additional costs. Both plans should be complete by early 2019.

Please contact Susanne M. Torriente, Assistant City Manager & Chief Resiliency Officer with any questions.

JLM/SMT/ALK

Former Strategic Plan Categories	Goal Areas (2018 draft)	Objectives Combination of 2015 KIOs and 2/28/2018 Commission Retreat Discussion (2018 Draft)	Annual Actions	Operational Alignment Departments and offices, organized by primary support goal area
1. Infrastructure	<b>Infrastructure &amp; Environment</b>  <b>goal</b> <i>Be a resilient city by investing in climate adaptation through neighborhood infrastructure upgrades, sustainable development, and environmental protection.</i>	1. Continuously improve our robust stormwater program utilizing the best science and technology, integrating green infrastructure and mobility priorities while minimizing construction disruption and optimizing design aesthetics and community engagement. 2. Modernize and improve aging water, sewer infrastructure for water quality, public health and fire protection. 3. Strategically increase tree canopy to enhance infrastructure co-benefits such as reducing heat, providing shade to encourage walkability and increasing storm water retention.	B U D G E T  R E T E A T	Building Office of Capital Improvement Projects Environment & Sustainability Planning & Zoning Public Works
2. Premium Neighborhoods	<b>Mobility &amp; Housing</b>  <b>goal</b> <i>Be a connected city with land and water alternatives for pedestrians, bicyclists, transit, cars and new means</i>	1. Improve multi-modal mobility throughout the City and regional connectivity by leveraging State and federal plans and funds, including support of new technology and bus rapid transit. 2. Support affordable, compatible workforce housing with the Housing Authority for key City Industries including use of development incentives.	R E T E A T  B U D G E T	Housing & Community Services Planning and Zoning Parking Transportation

Former Strategic Plan Categories	Goal Areas (2018 draft)	Objectives Combination of 2015 KIOs and 2/28/2018 Commission Retreat Discussion (2018 Draft)	Annual Actions	Operational Alignment Departments and offices, organized by primary support goal area
3. Public Safety	<p><b>Safe and Healthy Neighborhoods</b></p> <p><b>goal</b></p> <p><i>Be a city of safe, healthy, clean, and beautiful neighborhoods and parks. Cultivate a balanced approach to sustainable development and historic preservation.</i></p>	<p>1. Continuously adapt public safety and emergency preparedness programs to better respond to shocks and stresses.</p> <p>2. Continually improve public safety in the City for residents and visitors through use of (but not limited to) community policing, cameras, park rangers, off duty policing and quality control of police efforts.</p> <p>3. Advance neighborhood revitalization efforts, starting with North Beach and Ocean Drive.</p> <p>4. Enhance beautification physical appearance and cleanliness of City owned corridors properties, including beaches and high traffic corridors.</p> <p>5. Maximize residents' communication access to city government for information/complaints, including use of social media to address resident complaints (instead of or in addition to E-GOV).</p> <p>6. Increase recreational space and programming through Parks Master Plan, to establish capital and recreational priorities and funding. The plan should include iconic art and unique lighting for parks.</p>	B U D G E T  R E T R E A T	<p>Code Compliance</p> <p>Emergency Management</p> <p>Parks and Recreation</p> <p>Police</p> <p>Fire</p>

Former Strategic Plan Categories	Goal Areas (2018 draft)	Objectives Combination of 2015 KIOs and 2/28/2018 Commission Retreat Discussion (2018 Draft)	Annual Actions	Operational Alignment Departments and offices, organized by primary support goal area
4. International Center for Tourism & Business and 5. Educational Excellence	<b>Prosperity</b>  <b>goal</b> <i>Be a vibrant city, well- known for its culture, tourism, and opportunities to thrive through education and business.</i>	1. Continue to facilitate development of market competitive Convention Center Hotel Property(is). 2. With School Board, improve (K-12) to achieve Educational (K-12) Excellence Quality and accountability including expansion of enrichment programs into the Miami Beach school feeder pattern; including arts, culture, technology, college and vocational school counseling. 3. Work with stakeholders to target economic development and safety in targeted geographic areas. 4. Promote Miami Beach as a world class Arts and Culture Entertainment destination while improving cultural and recreational activities.	B U D G E T  R E T R E A T	Housing and Community Services Tourism, Culture, and Economic Development Organizational Development

Former Strategic Plan Categories	Goal Areas (2018 draft)	Objectives Combination of 2015 KIOs and 2/28/2018 Commission Retreat Discussion (2018 Draft)	Annual Actions	Operational Alignment Departments and offices, organized by primary support goal area
6. Management & Service Delivery	<b>Organizational Innovation</b>  <b>goal</b> <i>Be an innovative and efficient city with a culture and system of resilience, ethics, and service through data-driven planning and decision-making.</i>	1. Streamline the delivery of services through all departments using best practices, benchmarking and key performance measures and dashboard reporting to City Commission. 2. Improve building and development-related processes from single-family residences to the large development projects. 3. Maintain a culture of high quality customer service in the delivery of City services. 4. Ensure expenditure trends are sustainable over the near and long-term, including use of pay-as-you-go funding approach to support capital projects. 5. Ensure that the City's managerial leadership rewards innovation and performance. 6. Increase routine and systematic reporting of progress with City Commission policy directives (a reporting approach/ structure). 7. Prepare, for voter consideration, a General Bond Obligation capital program including a comprehensive list of projects for investment in parks, public safety, culture, the stormwater infrastructure, etc. and other needs. 8. Improve management and City Commission decision making information through increased the use of statistically valid qualitative and quantitative data through use of routine focus groups and resident surveys. 9. Increase Intergovernmental cooperation through Commission and administration relationship building with local, regional and national connections and strengthen the Miami Beach lobbying effort.	B U D G E T  R E T R E A T	City Manager's Office Budget and Performance Improvement Finance Fleet Management Human Resources (Risk Management) Information Technology Property Management Marketing and Communications Procurement Organizational Development

# MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. LTC #

**332-2018**

## LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager



DATE: June 13, 2018

SUBJECT: Strategic Plan Update #2

On May 7, 2018 I transmitted a strategic plan update based on Commission discussion at the February 28, 2018 Commission strategic planning retreat (attachment 1 memorandum only). The attached updated spreadsheet (attachment 2) details draft goals and objectives that have been since updated with the professional recommendations of the executive team and department directors. Items in red have been identified by staff as either a gap or opportunity to highlight a priority issue.

The Commission may want to set aside some time over the next few weeks at the Finance Committee/budget work shop or at the upcoming Committee of the Whole to review this working draft spreadsheet. I intend to include these updates for formal Commission consideration during the September budget hearings as an update to the attached resolution 2015-29077 adopting 2014/2015 revised amendment to key intended outcomes in our strategic plan (attachment 3).

Please contact Susanne M. Torriente, Assistant City Manager and Chief Resiliency Officer, or Amy Knowles, Deputy Resiliency Officer with any questions.

  
JLM/SMT/ALK

Attachment 1: LTC Strategic Plan Update dated May 7, 2018

Attachment 2: Goals and Objectives Working Draft

Attachment 3: Resolution 2015-29077

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# MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. LTC #

252-2018

## LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: May 7, 2018

SUBJECT: Strategic Plan Update

Attached please find the product of the Commission strategic planning retreat held on February 28, 2018. At the retreat, staff shared the existing 2015 adopted Key Intended Outcomes (24 in total) and top commission priorities (32 in total) as identified in one-on-one meetings with each Commissioner and staff, as well as with the retreat facilitator. Throughout the day, staff captured Commission discussion which resulted in 50 additional priorities or objectives.

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Please contact Susanne M. Torriente, Assistant City Manager & Chief Resiliency Officer with any questions.

JLM/SMT/ALK



Former Strategic Plan Categories	<u>Goals</u> (2018 draft)	<u>Objectives</u> Combination of 2015 KIOs and 2/28/2018 Commission Retreat Discussion, Executive Staff, and Directors. (2018 Draft)	<u>Annual Actions</u>	<u>Operational Alignment</u> Departments and offices, organized by primary support goal area
<p>1. Infrastructure</p>	<p><b>Infrastructure &amp; Environment</b></p> <p><b>goal</b></p> <p><i>Be a resilient city by investing in community improvements and climate adaptation through neighborhood infrastructure upgrades, sustainable development, and environmental protection.</i></p>	<p>1. Continuously improve our <b>integrated</b> stormwater program utilizing the best science and technology, <b>including</b> green <b>and blue</b> infrastructure and mobility priorities while minimizing construction disruption and optimizing design aesthetics and community engagement.</p> <p>2. Modernize and improve aging water <b>and</b> sewer infrastructure for water quality, public health and fire protection.</p> <p>3. <b>Reduce green house gas emissions and heat</b> by strategically increasing <b>green space</b>, tree canopy and <b>pedestrian greenways</b>, achieving co-benefits such as shade to encourage walkability and increase storm water retention.</p> <p>4. <b>Maintain and improve existing facilities, ensuring sustainable and adaptable structures.</b></p> <p>5. <b>Ensure a healthy dune and beach system that provides hurricane protection, recreation and vital habitat for the public good.</b></p>	<p>B U D G E T  P R O C E S S</p>	<p>Building Environment &amp; Sustainability Marketing &amp; Communications Office of Capital Improvement Projects Planning Property Management Public Works</p>

\* Staff feedback in red



Former Strategic Plan Categories	Goals (2018 draft)	Objectives Combination of 2015 KIOs and 2/28/2018 Commission Retreat Discussion, Executive Staff, and Directors. (2018 Draft)	Annual Actions	Operational Alignment Departments and offices, organized by primary support goal area
2. Premium Neighborhoods	<b>Mobility &amp; Housing</b>  <b>goal</b> <i>Be a connected city with land and water alternatives for pedestrians, bicyclists, transit, cars and new means of transportation.</i>	1. Improve multi-modal mobility City-wide and connectivity regionally by leveraging state and federal plans and funds, including support of new technology and bus rapid transit. 2. Support affordable, compatible workforce housing <i>through public and private partners</i> for key industries, including the use of development incentives. 3. Address traffic congestion created by loading and ride share and any other mobility disruption. 4. Provide safe and well-lit sidewalks and bike lanes to encourage healthy living.	B U D G E T  P R O C E S S	Housing & Community Services Planning Parking Transportation



Former Strategic Plan Categories	Goals (2018 draft)	Objectives Combination of 2015 KIOs and 2/28/2018 Commission Retreat Discussion, Executive Staff, and Directors. (2018 Draft)	Annual Actions	Operational Alignment Departments and offices, organized by primary support goal area
3. Public Safety	<p><b>Safe and Healthy Neighborhoods</b></p> <p><b>goal</b></p> <p><i>Be a city of safe, healthy, clean, and beautiful neighborhoods and parks. Cultivate a balanced approach to sustainable development and historic preservation.</i></p>	<p>1. Continuously adapt public safety and emergency preparedness programs to better respond to shocks and stresses to bounce back as fast as possible.</p> <p>2. Continuously improve public safety including traffic safety in the City for residents and visitors through the use of (but not limited to) community policing, cameras, park rangers, professional and ethical policing and code enforcement.</p> <p>3. Enhance beautification, physical appearance and cleanliness of City owned corridors properties, including beaches and high traffic corridors.</p> <p>4. Maximize residents' communication access to city government for information/complaints, including use of social media and other technical resources to address complaints (instead of or in addition to E-GOV).</p>	<p>B U D G E T</p> <p>P R O C E S S</p>	<p>Code Compliance</p> <p>Emergency Management</p> <p>Fire</p> <p>Marketing &amp; Communications</p> <p>Organizational Development</p> <p>Parks and Recreation</p> <p>Police</p>

\* Staff feedback in red



Former Strategic Plan Categories	Goals (2018 draft)	Objectives Combination of 2015 KIOs and 2/28/2018 Commission Retreat Discussion, Executive Staff, and Directors. (2018 Draft)	Annual Actions	Operational Alignment Departments and offices, organized by primary support goal area
3. Public Safety	<p><b>Safe and Healthy Neighborhoods</b></p> <p><b>goal</b></p> <p><i>Be a city of safe, healthy, clean, and beautiful neighborhoods and parks. Cultivate a balanced approach to sustainable development and historic preservation.</i></p>	<p>5. Evolve the parks system to meet the changing needs of the community through creating a Parks Master Plan to establish capital and recreational priorities and funding. The plan should include iconic art and unique lighting for parks.</p> <p>6. Modernize and streamline our old and complex land use code to make it user friendly and to reduce conflicts.</p> <p>7. Increase compliance with City code by creating more incentives for compliance vs. penalties.</p> <p>8. Proactively monitor the City for mosquito breeding grounds &amp; work cooperatively with Miami-Dade County to reduce the possibility of mosquito transmitted disease.</p>	<p>B U D G E T  P R O C E S S</p>	<p>Code Compliance Emergency Management Fire Marketing &amp; Communications Parks and Recreation Planning Police</p>

Plan



Former Strategic Plan Categories	Goals (2018 draft)	Objectives Combination of 2015 KIOs and 2/28/2018 Commission Retreat Discussion, Executive Staff, and Directors. (2018 Draft)	Annual Actions	Operational Alignment Departments and offices, organized by primary support goal area
<p>↓</p> <p>4. International Center for Tourism &amp; Business and 5. Educational Excellence</p>	<p>↓</p> <p><b>Prosperity</b></p> <p><b>goal</b></p> <p><i>Be a vibrant city, well- known for its culture, tourism, and opportunities to thrive through education and business.</i></p>	<p>↓</p> <p>1. Enhance "high room night" generating business at the Miami Beach Convention Center, facilitating the development of a Convention Center Hotel Property(is).</p> <p>2. Improve (K-12) educational excellence including expansion of enrichment programs into the Miami Beach school feeder pattern; including arts, culture, technology, college and vocational school counseling.</p> <p>3. Advance neighborhood revitalization efforts throughout the City focusing on North Beach, Ocean Drive, 41st Street, Washington Avenue and Lincoln Road.</p> <p>4. Promote Miami Beach as a world class Arts, Culture, Business and Entertainment destination.</p> <p>5. Support access to a quality, regional workforce through improved transportation options to the mainland.</p> <p>6. Support a holistic balance between residents' quality of life and special events.</p> <p>7. Play a leadership role in innovation and cultural tourism.</p> <p>8. Support economic development and business ecosystems with effective business recruitment and retention efforts.</p>	<p>↓</p> <p>B U D G E T  P R O C E S S</p>	<p>↓</p> <p>Housing and Community Services Marketing &amp; Communications Tourism, Culture, and Economic Development Organizational Development</p>



Former Strategic Plan Categories	Goals (2018 draft)	Objectives Combination of 2015 KIOs and 2/28/2018 Commission Retreat Discussion, Executive Staff, and Directors. (2018 Draft)	Annual Actions	Operational Alignment Departments and offices, organized by primary support goal area
6. Management & Service Delivery	<b>Organizational Innovation</b>  <b>goal</b> <i>Be an innovative and efficient city with a culture and system of resilience, ethics, and service through data-driven planning and decision-making.</i>	1. Streamline the delivery of services through all departments using best practices, benchmarking and performance measures and dashboard reporting to City Commission. 2. <i>Make Miami Beach more business and user friendly</i> through <i>streamlining the</i> development and <i>procurement</i> processes. 3. Maintain a culture of high quality customer service in the delivery of City services. 4. Ensure expenditure trends are sustainable over the near and long-term, including use of pay-as-you-go funding approach to support capital projects. 6. Increase routine and systematic reporting of progress with City Commission policy directives (a reporting approach/ structure). 7. Prepare for voter consideration a General Bond Obligation capital program including a comprehensive list of projects for investment in parks, public safety, culture, the stormwater infrastructure, etc. and other needs.	B U D G E T  P R O C E S S	All Departments



Former Strategic Plan Categories	Goals (2018 draft)	Objectives Combination of 2015 KIOs and 2/28/2018 Commission Retreat Discussion, Executive Staff, and Directors. (2018 Draft)	Annual Actions	Operational Alignment Departments and offices, organized by primary support goal area
6. Management & Service Delivery	<b>Organizational Innovation</b>  <b>goal</b> <i>Be an innovative and efficient city with a culture and system of resilience, ethics, and service through data-driven planning and decision-making.</i>	<p>8. Enhance management and City Commission decision making information through increased the use of statistically valid qualitative and quantitative data through use of routine focus groups, resident surveys and other <i>performance metrics</i>.</p> <p>9. Increase intergovernmental cooperation through Commission and administration relationship building with local, regional and national connections and strengthen the Miami Beach lobbying effort.</p> <p>10. Align the management team members' decision-making, evaluations, and system of rewards.</p> <p>11. Maximize the use of innovative technology that securely provides efficiencies, accountability, customer service, and reduces threats like cyber-security.</p>	B U D G E T  P R O C E S S	All Departments

**RESOLUTION NO.****2015-29077**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE FY 2014/15 REVISED AMENDMENT TO THE KEY INTENDED OUTCOMES IN THE CITY OF MIAMI BEACH'S STRATEGIC PLAN AS SET FORTH HEREIN TO GUIDE THE DESIGN OF PROGRAMS AND SERVICES PROVIDED BY THE CITY.**

**WHEREAS**, pursuant to Resolution 2006-26341, the City Commission created a Strategic Plan that identifies multi-year strategic priorities (Key Intended Outcomes) for the City of Miami Beach, with corresponding result measures for each priority; and

**WHEREAS**, pursuant to Resolution 2014-28678, the City Commission adopted amendments to the Key Intended Outcomes in the City of Miami Beach's Strategic Plan on June 23, 2014 to guide the design of programs and services provided by the City; and

**WHEREAS**, at the May 29, 2015 Commission Retreat, the City's Key Intended Outcomes in the Strategic Plan were further revised to better reflect the priority outcomes of the Mayor and City Commission; and

**WHEREAS**, the Strategic Plan should be amended as follows to provide the following Key Intended Outcomes, sorted by priority area, as revised at the May 2015 Commission Retreat:

**Public Safety**

- Insist On Police Department Accountability And Skilled Management/ Leadership
- Reform Policing Culture With Customer Service Emphasis
- Enhance Public Safety and Emergency Preparedness

**Management and Service Delivery**

- Streamline The Delivery Of Services Through All Departments
- Improve Building/Development-Related Processes From Single Family Residences To The Large Development Projects
- Strengthen Internal Controls To Achieve More Accountability
- Enhance External And Internal Communication From And Within The City
- Ensure That A Universal Culture Of High Quality Customer-Service Is Driving The Conduct Of The City Commission And All City Employees
- Ensure Expenditure Trends Are Sustainable Over The Long Term
- Improve City's Managerial Leadership To Reward Innovation And Performance

**Infrastructure**

- Ensure Reliable Stormwater Management And Resiliency Against Flooding By Implementing Select Short And Long-Term Solutions Including Addressing Sea-Level Rise
- Ensure Comprehensive Mobility Addressing All Modes Throughout The City
- Build And Maintain Priority Infrastructure With Full Accountability

**Premier Neighborhoods**

- Enhance Beauty And Vibrancy Of Urban And Residential Neighborhoods; Focusing On Cleanliness, Historic Assets, In Select Neighborhoods And Redevelopment Areas





## Goals and Objectives

Goals	Objectives	Operational Alignment
<p><b>Infrastructure &amp; Environment</b></p> <p><b>goal</b></p> <p><i>Be a resilient city by investing in community improvements and climate adaptation through neighborhood infrastructure upgrades, sustainable development, and environmental protection.</i></p>	<ol style="list-style-type: none"> <li>1. Continuously improve our integrated stormwater program utilizing the best science and technology, including green and blue infrastructure and mobility priorities while minimizing construction disruption and optimizing design aesthetics and community engagement.</li> <li>2. Modernize and improve aging water and sewer infrastructure for water quality, public health and fire protection.</li> <li>3. Reduce green house gas emissions and heat by strategically increasing green space, tree canopy and pedestrian greenways, achieving co-benefits such as shade to encourage walkability and increase storm water retention.</li> <li>4. Maintain and improve existing facilities, ensuring sustainable and adaptable structures.</li> <li>5. Ensure a healthy dune and beach system that provides hurricane protection, recreation and vital habitat for the public good.</li> </ol>	<p>Building Environment &amp; Sustainability Marketing &amp; Communications Office of Capital Improvement Projects Planning Property Management Public Works</p>

## Goals and Objectives

Goals	Objectives	Operational Alignment
<b>Mobility &amp; Housing</b>  <b>goal</b> <i>Be a connected city with land and water alternatives for pedestrians, bicyclists, transit, cars and new means of transportation.</i>	1. Improve multi-modal mobility City-wide and connectivity regionally by leveraging state and federal plans and funds, including support of new technology and bus rapid transit.	Housing & Community Services Planning Parking Transportation
	2. Support affordable, compatible workforce housing through public and private partners for key industries, including the use of development incentives.	
	3. Address traffic congestion created by loading and ride share and any other mobility disruption.	
	4. Provide safe and well-lit sidewalks and bike lanes to encourage healthy living.	



## Goals and Objectives

Goals	Objectives	Operational Alignment
<p><b>Safe and Healthy Neighborhoods</b></p> <p><b>goal</b></p> <p><i>Be a city of safe, healthy, clean, and beautiful neighborhoods and parks. Cultivate a balanced approach to sustainable development and historic preservation.</i></p>	1. Continuously adapt public safety and emergency preparedness programs to better respond to shocks and stresses to bounce back as fast as possible.	<p>Code Compliance</p> <p>Emergency Management</p> <p>Fire</p> <p>Marketing &amp; Communications</p> <p>Organizational Development</p> <p>Parks and Recreation</p> <p>Police</p>
	2. Continuously improve public safety including traffic safety in the City for residents and visitors through the use of (but not limited to) community policing, cameras, park rangers, professional and ethical policing and code enforcement.	
	3. Enhance beautification, physical appearance and cleanliness of City owned corridors properties, including beaches and high traffic corridors.	
	4. Maximize residents' communication access to city government for information/complaints, including use of social media and other technical resources to address complaints (instead of or in addition to E-GOV).	

## Goals and Objectives

Goals	Objectives	Operational Alignment
<div>Safe and Healthy Neighborhoods</div> <div>goal</div> <div>Be a city of safe, healthy, clean, and beautiful neighborhoods and parks. Cultivate a balanced approach to sustainable development and historic preservation.</div>	5. Evolve the parks system to meet the changing needs of the community through creating a Parks Master Plan to establish capital and recreational priorities and funding. The plan should include iconic art and unique lighting for parks.	<div>Code Compliance</div> <div>Emergency Management</div> <div>Fire</div> <div>Marketing &amp; Communications</div> <div>Parks and Recreation</div> <div>Planning</div> <div>Police</div>
	6. Modernize and streamline our old and complex land use code to make it user friendly and to reduce conflicts.	
	7. Increase compliance with City code by creating more incentives for compliance vs. penalties.	
	8. Proactively monitor the City for mosquito breeding grounds & work cooperatively with Miami-Dade County to reduce the possibility of mosquito transmitted disease.	
Plan		

## Goals and Objectives

Goals	Objectives	Operational Alignment
<p><b>Prosperity</b></p> <p><b>goal</b></p> <p><i>Be a vibrant city, well- known for its culture, tourism, and opportunities to thrive through education and business.</i></p>	1. Enhance "high room night" generating business at the Miami Beach Convention Center, facilitating the development of a Convention Center Hotel Property(is).	<p>Housing and Community Services</p> <p>Marketing &amp; Communications</p> <p>Tourism, Culture, and Economic Development</p> <p>Organizational Development</p>
	2. Improve (K-12) educational excellence, including expansion of enrichment programs into the Miami Beach school feeder pattern; including arts, culture, technology, college and vocational school counseling.	
	3. Advance neighborhood revitalization efforts throughout the City focusing on North Beach, Ocean Drive, 41st Street, Washington Avenue and Lincoln Road.	
	4. Promote Miami Beach as a world class Arts, Culture, Business and Entertainment destination.	

## Goals and Objectives

Goals	Objectives	Operational Alignment
<b>Prosperity</b>  <b>goal</b> <i>Be a vibrant city, well- known for its culture, tourism, and opportunities to thrive through education and business.</i>	5. Support access to a quality, regional workforce through improved transportation options to the mainland.	Housing and Community Services Marketing & Communications Tourism, Culture, and Economic Development Organizational Development
	6. Support a holistic balance between residents' quality of life and special events.	
	7. Play a leadership role in innovation and cultural tourism.	
	8. Support economic development and business ecosystems with effective business recruitment and retention efforts.	

## Goals and Objectives

Goals	Objectives	Operational Alignment
<b>Organizational Innovation</b>  <b>goal</b> <i>Be an innovative and efficient city with a culture and system of resilience, ethics, and service through data-driven planning and decision-making.</i>	1. Streamline the delivery of services through all departments using best practices, benchmarking and performance measures and dashboard reporting to City Commission.	All Departments
	2. Make Miami Beach more business and user friendly through streamlining the development and procurement processes.	
	3. Maintain a culture of high quality customer service in the delivery of City services.	
	4. Ensure expenditure trends are sustainable over the near and long-term, including use of pay-as-you-go funding approach to support capital projects.	
	6. Increase routine and systematic reporting of progress with City Commission policy directives (a reporting approach/ structure).	
	7. Prepare for voter consideration a General Bond Obligation capital program including a comprehensive list of projects for investment in parks, public safety, culture, the stormwater infrastructure, etc. and other needs.	

## Goals and Objectives

Goals	Objectives	Operational Alignment
<b>Organizational Innovation</b>  <b>goal</b> <i>Be an innovative and efficient city with a culture and system of resilience, ethics, and service through data-driven planning and decision-making.</i>	8. Enhance management and City Commission decision making information through increased the use of statistically valid qualitative and quantitative data through use of routine focus groups, resident surveys and other performance metrics.	All Departments
	9. Increase intergovernmental cooperation through Commission and administration relationship building with local, regional and national connections and strengthen the Miami Beach lobbying effort.	
	10. Align the management team members' decision-making, evaluations, and system of rewards.	
	11. Maximize the use of innovative technology that securely provides efficiencies, accountability, customer service, and reduces threats like cyber-security.	



# RESILIENCE STRATEGY MODEL





**ETC INSTITUTE**

MARKETING RESEARCH, DEMOGRAPHY, STATISTICAL APPLICATIONS

725 W. FRONTIER CIRCLE, OLATHE, KANSAS 66061  
(913) 829-1215 FAX: (913) 829-1591

June 20, 2018

Amy L. Knowles, Deputy Resiliency Officer  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
305-673-7000 x6081

**Subject: Statement of Work to Conduct a Resident and Business Survey**

Dear Ms. Knowles:

ETC Institute is pleased to submit a scope of work and fee to conduct a resident and business survey for the City of Miami Beach with the option to renew for the next survey in 2020. The specific services that will be provided for each project are described below.

<b>Part A: Resident Survey Scope of Work</b>
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The services ETC Institute would provide for the resident survey are described below.

**Task A-1: Designing the Survey Instrument/Developing the Sampling Plan**

**Survey Design.** ETC Institute will work with City staff to design the survey instrument. The survey will be similar to the survey that was administered by ETC Institute in 2016, but it will be updated and tailored to the City's current needs. It is anticipated that 2-3 drafts of the survey will be prepared before the survey is approved by the City. The survey will be up to 20 minutes in length (or a maximum of 7 printed pages).

**Sampling Plan.** ETC Institute recommends 1,200 completed surveys for the 2018 survey, which is less than the goal of 1,800 surveys for the 2016 survey. We do not believe the larger sample size is needed given the City's population, and our goal is to provide the City with the best return on its investment for our services. This is a cost savings of approximately \$15,400.

Although the sample size we are recommending for 2018 will be smaller than the 2016 survey, the overall accuracy of the data will not change significantly. A random sample of **1,200 completed surveys** will provide results that have a precision of at least +/- 2.8% at the 95% level of confidence, which is just a minor change from the precision of +/-2.3% at

the 95% level of confidence achieved by the 1,800 survey sample. In addition, a sample of 1,200 completed surveys is fully sufficient to provide statistically valid results for each of the five subareas: (1) the “condo corridor”, (2) Mid Beach, (3) North Beach, (4) South Beach and Belle Isle, and (5) South Point.

The sample will be selected at random from all known residential addresses in the City. The sample will include households with traditional land-lines, household with cell-phones only, and households without phones. This selection methodology will ensure that the sample is representative of the City’s population. ETC Institute will also ensure that the results are statistically valid for each of the following subareas in the City: (1) the “condo corridor”, (2) Mid Beach, (3) North Beach, (4) South Beach and Belle Isle, and (5) South Point.

Deliverables Task A-1. A copy of the approved survey instrument.

**Task A-2: Administer the Survey.** ETC Institute will administer the survey as follows

- Once the survey is approved the City, ETC Institute will conduct a pilot test of the survey to be sure residents can understand the questions and that the web-version of the survey works appropriately.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City.
- Residents who receive the survey will have the option of completing it in one of the following three ways.
  - By mail using a postage-paid return envelope, which will be included with the survey
  - By going on-line to a website; the website will be printed on the survey.
  - By calling a toll-free number, which will be printed on the survey; ETC Institute will have interviewers who will answer inbound calls in both English and Spanish from residents who prefer to complete the survey by phone.
  - Use of Multiple Methods. ETC Institute recommends the use of multiple methods to respond to the survey to minimize the bias that any single method might have the results. For example, seniors are much more likely to respond to surveys conducted by phone. Since very few people under the age of 40 will answer phone calls from people they do not know, phone-only surveys tend to be biased against younger residents. On the other hand, younger people tend to be more responsive to web-based surveys, so a web-based only survey might under-represent seniors. By using multiple methods, ETC Institute will be able to maximize the response rate to the survey, which will increase the likelihood that the survey results will be representative of the City’s population. Note that within its large inventory of

clientele, ETC does not experience a difference in response results according to the method that the user selected to take the survey.

- ETC Institute will follow-up with households that do not respond to the survey within 10 days to maximize participation in the survey. These follow-ups will be conducted as follows:
  - By sending e-mails to households for whom email addresses can be obtained. The emails will contain a link to the on-line version of the survey
  - By calling households in both English and Spanish and leaving voice messages about the survey with households that do not answer their phone; ETC Institute will give those who do answer their phone an opportunity to complete the survey by phone.
- ETC Institute will conduct follow-ups by phone and e-mail until a minimum of 1,200 surveys are completed.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, ethnicity and other factors.
- ETC Institute will weight the data if needed to ensure the geographic and demographic composition of the sample are similar to the most recent Census estimates for the City's population and the composition of previous surveys to ensure trend analysis from previous years is comparable.

Deliverable Task A-2. ETC Institute will provide a copy of the overall results for each question on the survey.

### **Task A-3: Analysis and Final Report**

ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of survey methodology, a description of major findings, and charts that show the overall results of the survey. The final report will be similar to the one prepared by ETC Institute in 2016.
- Benchmarking analysis that shows how the results for Miami Beach compare to national and regional norms. ETC maintains national and regional benchmarking data for more than 80 types of local governmental services. ETC will compare Miami Beach's results with other communities and provide charts with the comparisons.
- Crosstabulations that show a breakdown of results for key demographic variables, such as age, income, years of residency, and other factors.

- Importance-Satisfaction Analysis that will identify the areas where the greatest opportunities exist to enhance overall satisfaction with City services. The importance-satisfaction analysis is based on the concept that public agencies will maximize overall satisfaction by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.
- A copy of the survey instruments.
- GIS maps that show geocoded survey results for selected questions on the survey. This allows the visual representation of how satisfied residents are with the delivery of services in different areas of the City.

Presentations and discussion of the final results on-site at dates to be determined by the City. The presentation will be to the City Commission and two-days of on-site training for staff to understand and improve the survey results (these are new service offerings.)

Deliverable Task A-3: ETC Institute will submit the draft final report in an electronic format and 1 reproducible hard copy of the final report. ETC Institute will also make a presentation to City officials via webinar or on-site and provide an electronic copy of the presentation highlighting the results.

<b>Part B: Business Survey Scope of Work</b>
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The services ETC Institute would provide for the business survey are described below.

### **Task B-1: Designing the Survey Instrument/Developing the Sampling Plan**

**Survey Design.** ETC Institute will work with city staff to design the survey instrument. The survey will be similar in length and content to the survey that was administered by ETC Institute in 2016, but it will be updated and tailored to the City's current needs. It is anticipated that 2-3 drafts of the survey will be prepared before the survey is approved by the City.

**Sampling Plan.** ETC Institute recommends 600 completed business surveys for the 2018 survey, which is less than the goal of 1,000 surveys for the 2016 survey. As with the resident survey, we do not believe the larger sample size is needed given the City's business, and our goal is to provide the City with the best return on its investment for our services. This is a cost savings of approximately \$14,200.

Although the sample size we are recommending for 2018 will be smaller than the 2016 survey, the overall accuracy of the data will not change significantly. A random sample of **600 completed surveys** will provide results that have a precision of at least +/- 3.9% at the 95% level of confidence, which is just a minor change from the precision of +/-3.1% at the 95% level of confidence achieved by the 1,000 survey sample. In addition, a sample of 600 completed surveys is fully sufficient to provide statistically valid results for each of

the three subareas: of the following subareas in the City: (1) North Beach, (2) Mid Beach, (3) and South Beach

The sample will be selected at random from all known business addresses in the City. This selection methodology will ensure that the sample is representative of the City's business population. ETC Institute will also ensure that the results are statistically valid for each of the following subareas in the City: (1) North Beach, (2) Mid Beach, (3) and South Beach.

Deliverables Task B-1. A copy of the approved survey instrument.

**Task B-2: Administer the Survey.** ETC Institute will administer the survey as follows:

- Once the survey is approved the City, ETC Institute will conduct a pilot test of the survey to be sure business owners/managers can understand the questions and that the web-version of the survey works appropriately.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of businesses in the City.
- Business owners/managers who receive the survey will have the option of completing it in one of the following three ways:
  - By mail using a postage-paid return envelope, which will be included with the survey
  - By going on-line to a website; the website will be printed on the survey
  - By calling a toll-free number, which will be printed on the survey; ETC Institute will have interviewers who will answer inbound calls in both English and Spanish from business owners/managers who prefer to complete the survey by phone.
- ETC Institute will follow-up with businesses that do not respond to the survey within 10 days to maximize participation in the survey. These follow-ups will be conducted as follows:
  - By sending e-mails to businesses for whom email addresses can be obtained. The emails will contain a link to the on-line version of the survey
  - By calling businesses in both English and Spanish and giving respondents a chance to complete the survey by phone.
- ETC Institute will conduct follow-ups by phone and e-mail until a minimum of 600 surveys are completed.

- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City's business community as compared to the distribution of previous surveys.
- ETC Institute will weight the data (if needed) to ensure the geographic and demographic composition are comparable to previous surveys to ensure trend analysis from previous years is comparable.

Deliverable Task B-2. ETC Institute will provide a copy of the overall results for each question on the survey.

### **Task B-3: Analysis and Final Report**

ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of survey methodology, a description of major findings, and charts that show the overall results of the survey. The final report will be similar to the one prepared by ETC Institute in 2016.
- Crosstabulations that show a breakdown of results for key demographic variables.
- Importance-Satisfaction Analysis that will identify the areas where the greatest opportunities exist to enhance overall satisfaction with City services.
- A copy of the survey instruments
- GIS maps that show geocoded survey results for selected questions on the survey

As noted in Task A-2, presentations and discussion of the final results will be provided on-site at dates to be determined by the City. The presentation will be to the City Commission and two-days of on-site training for staff to understand and improve the survey results (these are new service offerings.)

Deliverable Task B-3: ETC Institute will submit the draft final report in an electronic format and 1 reproducible hard copy of the final report. ETC Institute will also make a presentation to City officials via webinar or on-site and provide an electronic copy of the presentation highlighting the results.

<b>Survey Schedule</b>
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#### **October / November**

- Agreement approved and signed
- Initial discussion with the City to discuss survey goals & objectives
- ETC Institute provides the City with a draft survey



- ETC Institute revises the survey based on input from the City

### **November**

- City approves the survey instrument
- Press releases issued
- Pilot test to make sure residents understand questions
- Data collection begins (surveys are sent out)

### **December**

- Data collection continues
- Data collection completed

### **January/ February**

- Data analysis and draft final report completed
- On-site report presentation to City Commission
- A two-day on-site visit to conduct focus groups and/or conduct training with employees or City leaders on how to use the survey data
- Final report delivered

## **Qualifications**

ETC Institute specializes in the design and administration of market research for governmental organizations. Our major areas of emphasis include community surveys, customer satisfaction surveys, transportation surveys, employee surveys, voter opinion surveys, parks and recreation surveys, focus groups, and stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and administered more than 2,500 statistically valid surveys and our team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past ten years, ETC Institute has administered surveys in more than 850 cities and counties across the United States. ETC Institute has conducted research for more major U.S. cities than any other firm. Some of the large communities where ETC Institute has conducted surveys include:

- Broward County, Florida
- Fort Lauderdale, Florida
- Miami Beach, Florida
- Miami-Dade County, Florida
- San Francisco, California

## Fee

The table on the following page shows the fees for conducting the two surveys with the recommended sample sizes of 1,200 resident surveys and 600 business surveys and the on-site presentation and discussion.

The total fee for both surveys as described in the scope of services will be \$72,662. This is considered to be a high quality level of statistical significance and the usefulness of the survey will be enhanced by on-site presentation for the City Commission, and two-days of discussion and planning with City staff.

## SURVEY FEES

Invoicing will follow the below task and fee outline.

Task #	Description	Fee
<b>RESIDENT SURVEY</b>		
A-1	Survey Design and Sampling Plan	\$3,700.00
A-2	Pilot Test and Survey Administration	\$27,100.00
A-3	Analysis/Final Report	\$8,672.00
	Subtotal Resident Survey	\$39,472.00
<b>BUSINESS SURVEY</b>		
B-1	Survey Design and Sampling Plan	\$2,750.00
B-2	Pilot Test and Survey Administration	\$17,540.00
B-3	Analysis/Final Report	\$6,200.00
	Subtotal Business Survey	\$26,490.00
	<b>GRAND TOTAL BOTH SURVEYS</b>	<b>\$65,962.00</b>
<b>NEW SERVICES</b>		
	One day on-site visit to present survey results to City Commission.	\$2,500
	A two-day on-site visit to conduct focus groups and/or conduct training with employees or City staff how to use the survey data	\$4,200
<b>TOTAL</b>		<b>\$72,662</b>

**CLOSING:** We appreciate your consideration of our proposal and look forward to your decision. If you have any questions, please do not hesitate to call me at (913) 254-4512.

Sincerely,



Christopher Tatham, CEO

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 2018

SUBJECT: **DISCUSSION REGARDING THE SPONSORSHIP PACKAGE REQUEST FOR SUPER BOWL XLIV, SCHEDULED TO TAKE PLACE ON FEBRUARY 2, 2020 WITH MAJOR MEDIA AND NFL EXPERIENCE EVENTS PLANNED FOR MIAMI BEACH AND THE MIAMI BEACH CONVENTION CENTER**

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### **HISTORY:**

In 2010, Super Bowl XLIV, was held in Miami with an attendance of approximately 75,000 people. As part of the event, the following events were held on Miami Beach: South Florida Super Bowl Host Committee - Media Event 2/2/2010, NFL Super Bowl XLIV Pepsi Music Smash - 2/3/2010 and the South Florida Super Bowl Host Committee - Tide Ocean Drive Closure 2/4/2010.

Attached herein as Exhibit A is the Market Analysis and Economic Impact Investigation final report as provided by the Greater Miami Convention & Visitor's Bureau, and prepared by the South Florida Super Bowl Host Committee.

On May 24, 2016, the National Football League ("NFL") awarded Super Bowl LIV to South Florida, with the game set to take place at the newly renovated Hard Rock Stadium in Miami Gardens, Florida on Sunday, February 2, 2020.

As part of the Super Bowl activation, the NFL Experience will be hosted at the Miami Beach Convention Center to include the following programs: Media Center; Radio Row; and NFL Social Media Command Center from January 18-February 6, 2020. The NFL will utilize all four halls of the Miami Beach Convention Center and the adjacent meeting rooms to accommodate their NFL Experience and media needs. These high profile activations will remain in place during the entire week of the 2020 Super Bowl. In addition, the Super Bowl Host Committee plans to host the following events on the beachfront areas of Miami Beach: a Media event, a VIP event, a potential event in the main Convention Center park, and a free public beach concert.

At the May 17, 2017 Commission meeting, the Super Bowl Host Committee requested that the City waive the Miami Beach Convention Center facility rental fees in the amount of \$857,540.80, and provide sponsorship support for Super Bowl LIV 2020 through a cash sponsorship of \$150,000 made to the Super Bowl Host Committee 2020 ("Host Committee"). The Commission referred the item to the May 19, 2017 Finance and Citywide Project Committee ("FCWPC") to discuss, and on May 19, 2017, the FCWPC recommended support of the sponsorship in the amount not to exceed \$150,000 and the waiver of facility rental fees in the amount not to exceed \$857,540.80.

On June 7, 2017, the City Commission accepted the FCWPC May 19, 2017 recommendation and approved the **total sponsorship in the amount of \$1,007,540.80 including \$150,000 in cash sponsorship and a waiver of facility rental fees in the amount not to exceed \$857,540.80** at the Miami Beach Convention Center (MBCC) and the development of a sponsorship agreement subject to approval by the City Manager. The

Resolution is attached here as Exhibit B. These funds have been set aside in FY 2017/18.

### **ANALYSIS:**

On July 25, 2018, the Host Committee requested Miami Beach, as a Host City, to enact a "Clean Zone: providing that during Super Bowl week, that within a one (1) mile radius of any NFL or Host Committee event or activities (or, in the case of activities not currently requiring a permit, would prohibit the activities without a special event permit) on either public or private property suspending permitting for the following commercial activities:

- Mobile and/or temporary vending, such as food and beverage carts and temporary merchandise stands;
- Mobile and/or temporary sampling (free distribution of products or coupons);
- Off-site commercial advertising - any advertising visible from the outside of a building (including A-frame sidewalk signs and mobile advertising) that identifies a product or service not sold or manufactured on the premises;
- Inflatables, cold air balloons, banners, flags, building wraps, projected image signs, electronic variable message signing and light emitting diode signs of a commercial nature;
- Temporary structures (e.g. party tents, stages and merchandise tents) and temporary hospitality or entertainment venues (e.g. concert areas). This should include a suspension of premises expansion permits that may be required to temporarily permit certain activities on private property (e.g. alcohol sales and amplified sound);
- parades, races and block events; and
- erection or placement of mobile wireless communications facilities.

In addition, the Host Committee requested:

- a commitment from the City to generally assist the NFL in combating ambush marketing efforts during the Super Bowl overall while in Miami;
- a carve out from the City's agreement with Coca Cola whereby the exclusive contract with Coca Cola would be lifted during the course of the Super Bowl event such that no Coke products would be sold or branding and marketing would be displayed in the MBCC, Lummus Park (5-15th Street), and the main Convention Center park. This falls within the allowance for four such annual carve outs in the City's agreement with Coca Cola, and is part of the required "Clean Zone."
- An additional \$250,000 cash sponsorship to designate the City of Miami Beach as the official sponsor and home of the NFL Experience and the International Media Headquarters with an expected registered attendance of 5,000 media representatives;
- The City of Miami Beach to cover all City service costs (including police, fire, sanitation, public works and parking, for example) - estimated to be approximately \$250,000; and
- waiver of the following City's special event permitting fees totaling \$178,250.

**Inclusive of the already approved \$150,000 cash sponsorship, the grand total in cash outlay requested by the Host Committee from the City and which would have a budget impact is \$650,000.**

**The total in fee waivers requested is \$1,035,790.80, inclusive of the already approved MBCC facility rental fee waiver in the amount of \$857,540.80 and the new request for fee waivers totaling \$178,250.**

**Therefore, the total sponsorship request, including both the cash outlay and the fee waivers is \$1,685,790.80.**

Pursuant to the new special event funding guidelines set forth in Ordinance 2018-4171, the City Commission, on July 2, 2018, referred this discussion item for consideration to the Finance and Citywide Projects Committee ("FCWCP") to be heard at the FCWCP July 13, 2018 meeting.

Although the ordinance is not effective until October 2018, the event consideration for sponsorship would meet the guidelines in the following manner:

- 1. Has the event applied for CAC or VCA? In this case, the event has not yet applied for CAC or VCA sponsorship, but has communicated with the VCA leadership and fully intends to apply for the maximum amount of funding for large scale events.**
- 2. How many years has the event been active on Miami Beach? The Super Bowl Host Committee has produced events in Miami Beach during the following years: 1989, 1995, 1999, 2007, and 2010.**
- 3. Does the event generate significant room nights on Miami Beach? As above, attached herein is an economic impact report as provided by the Greater Miami Convention & Visitor's Bureau, and prepared by the South Florida Super Bowl Host Committee, demonstrating 27.1% increased room occupancy across Miami-Dade County and 27.3% increased RevPAR across Miami-Dade County hotel properties.**
- 4. What is the public benefit provided by the event? The Host Committee has provided the attached document outlining the resident public benefit (attached here as Exhibit A).**

During the July 25, 2018 City Commission meeting, the Commission approved the request for a "Clean Zone," including a carve out from the Coca Cola contract, and the waiver of City special event fees in the amount of \$178,250, for a total waiver of City permit and facility rental fees (including previously approved waivers) of \$1,035,790.80 in addition to the previously approved \$150,000 cash sponsorship.

In regards to the Host Committee request for an additional \$250,000 cash sponsorship and the request for the City to cover all City service costs (including police, fire, sanitation, public works and parking, for example) - estimated to be approximately \$250,000, this request was referred to the Finance and Citywide Projects Committee meeting to be discussed on September 14, 2018 for review and recommendation. The Commission asked for the Host Committee to clearly articulate a full benefits package which would provide a clear public benefit to residents and the community. The attached Exhibit A was sent to the City on August 29, 2018, and details the proposed resident benefits including a Legacy Gift to the City, along with a cover letter to the City Manager (attached herein as Exhibit B).

If approved, the additional cash sponsorship would be subject to budget appropriation in fiscal year 2020, and the full sponsorship package would be formalized through a sponsorship agreement.

## **CONCLUSION:**

The Administration seeks direction on the requested additional sponsorship.

## **ATTACHMENTS:**

Description	Type
□ Exhibit A	Memo
□ Exhibit B	Memo







# Miami Beach

## The Super Bowl Tradition Continues

*The Miami Super Bowl Host Committee 2020 in cooperation with The NFL has identified key locations in The City of Miami Beach for high profile activations the week of the 2020 Super Bowl.*

### Media Center & Radio Row

Serves as the home for both local and national media during their work at the Super Bowl. It also houses a variety of press conferences throughout the week.

**5,000 media outlets are expected to provide coverage**

### NFL Social Media Command Center

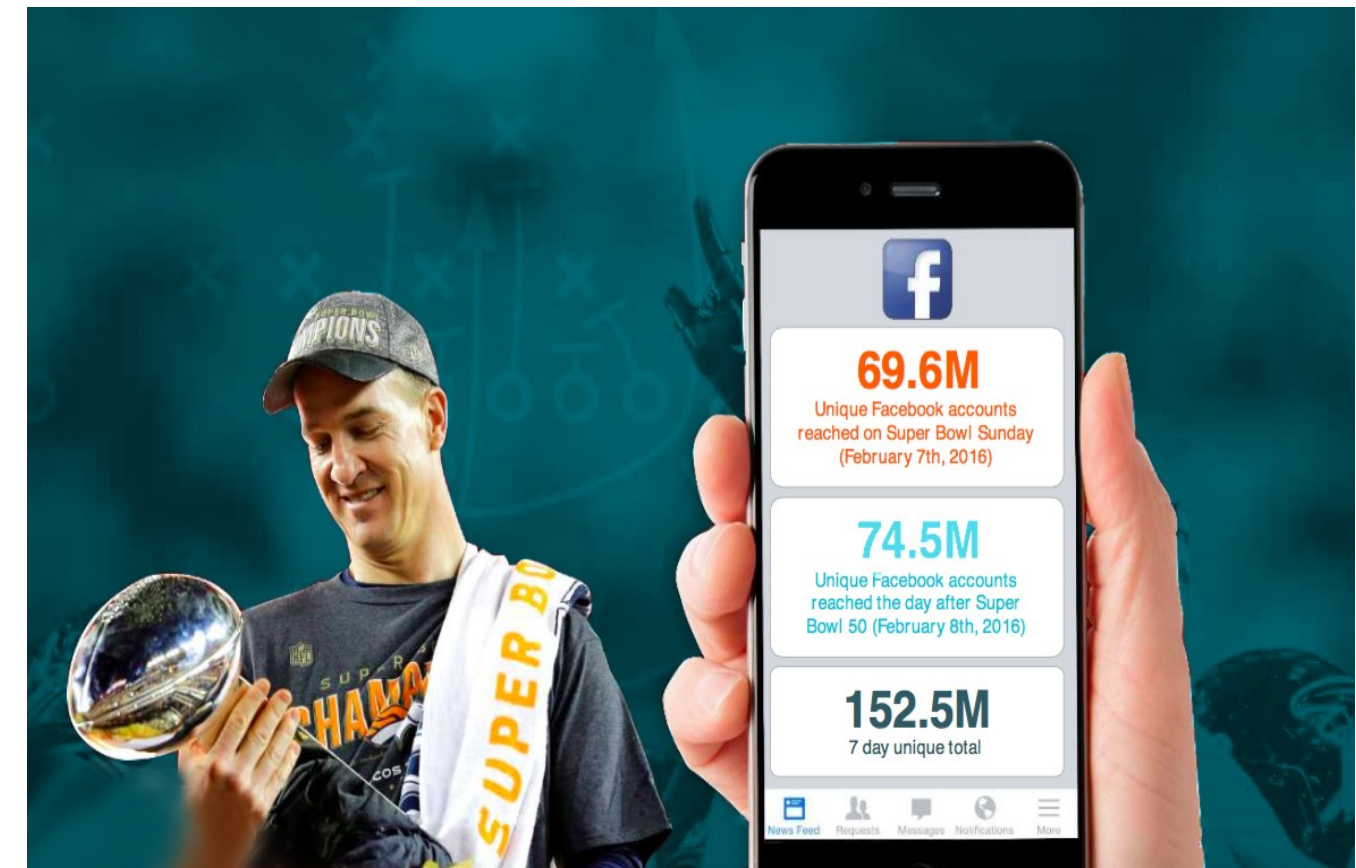
The NFL Social Media Command Center is the hub for all things Super Bowl in the week leading up to Super Bowl 2020 and Miami Beach will be in the center of it all with this key element located

**152.5M 7 day unique total impressions**

### NFL Experience Overview

The NFL Experience is the largest event in the week leading up to Super Bowl. Fans who attend will enjoy a variety of interactive games, displays, entertainment attractions, kids' clinics, and free autograph sessions. Miami Beach is expected to have record breaking attendance

- **Super Bowl L - San Francisco - 1.1 m visitors**
- **Super Bowl LI - Houston - 1.3 m visitors**





# BENEFITS FOR THE CITY OF MIAMI BEACH

Miami Beach Convention Center will be home for the following NFL activities

- Media Center
- Radio Row
- NFL Social Media Command Center
- NFL Experience

Additional benefit to the City of Miami Beach

- **Super Bowl Week Remote Broadcast Locations throughout Miami Beach**

*Super Bowl Host Committee is also scheduled to host NFL FAM trip event November 5 - 6, 2018 on Miami Beach with 150 key decision makers and influencers participating in Super Bowl 54.*





# PUBLIC BENEFIT

## *Miami Beach Legacy*

***The Super Bowl Host Committee supports giving back to the residents of Miami Beach.***

The Super Bowl leaves an impact long after the final whistle. Each year, the NFL is committed to partner with the local SBHC in identifying public programs to improve the surrounding communities of the Super Bowl host city with a financial donation and community engagement. The Legacy Program provides a direct public benefit to a community. Depending upon the City a variety of programs have been funded in the past ranging from sustainability, health & wellness, education, parks and public works projects.

***Super Bowl Host Committee 2020 and The National Football League will lead the efforts to work with The City of Miami Beach to identify one (1) legacy project that provides direct public benefit to the residents of Miami Beach.***

*This year (2018), the [NFL Foundation](#) provided a Legacy grant to the Minnesota Super Bowl Host Committee's Legacy effort to support charitable projects and health and wellness programs throughout the greater Minnesota community.*





Miami Beach  
***SUPER BOWL IMPACT - HOTEL BENEFITS***

***Miami Beach NFL Contracted Room Block***

**3,641**

***3261 Rooms***

***380 Suites***

***\$5,919,573***

***2019 Room Block Revenue Projection***

*Same Time Period Equal Room Count*

***\$6,887,136***

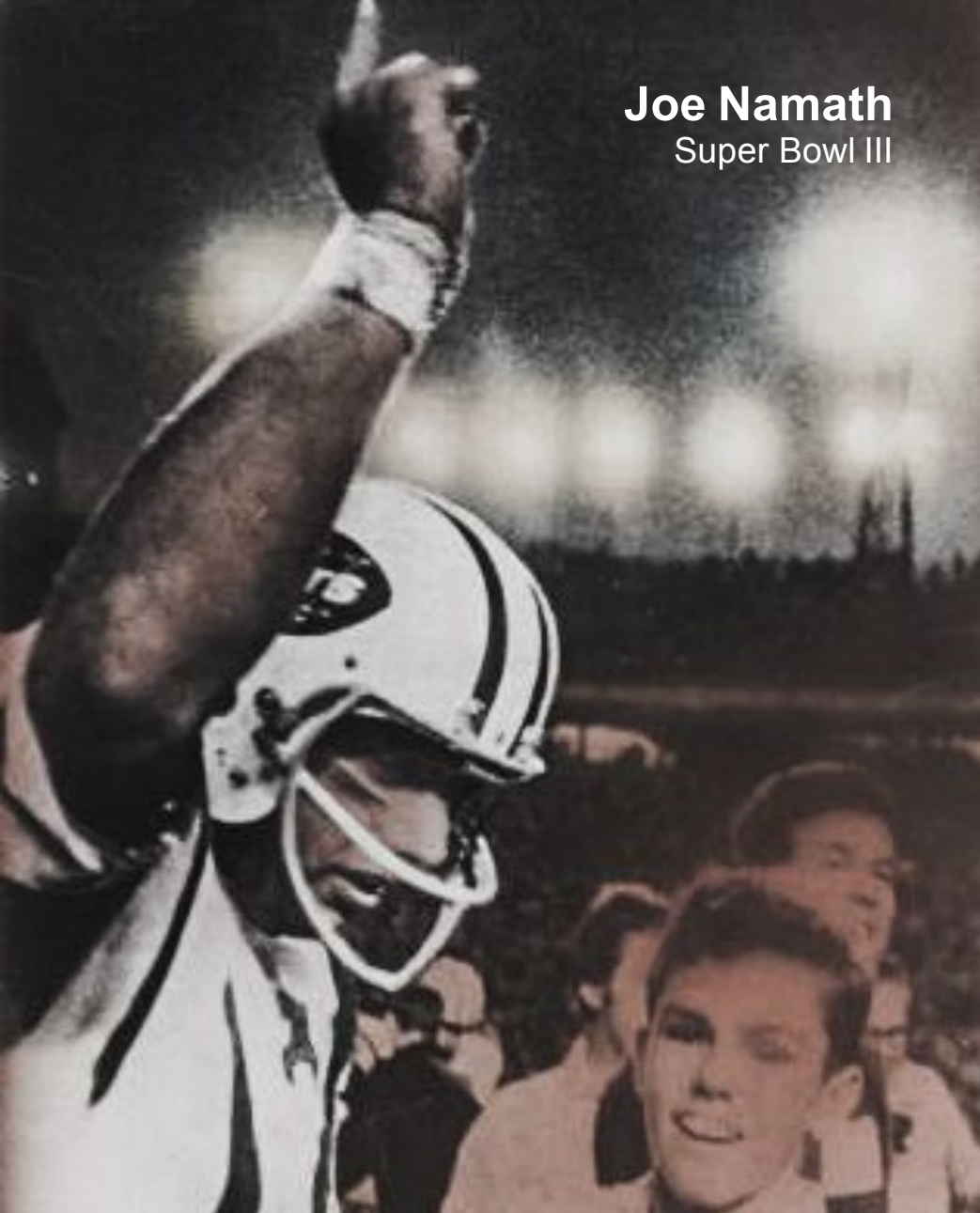
***2020 Room Block Revenue Projection***

***\$967,563\*\****

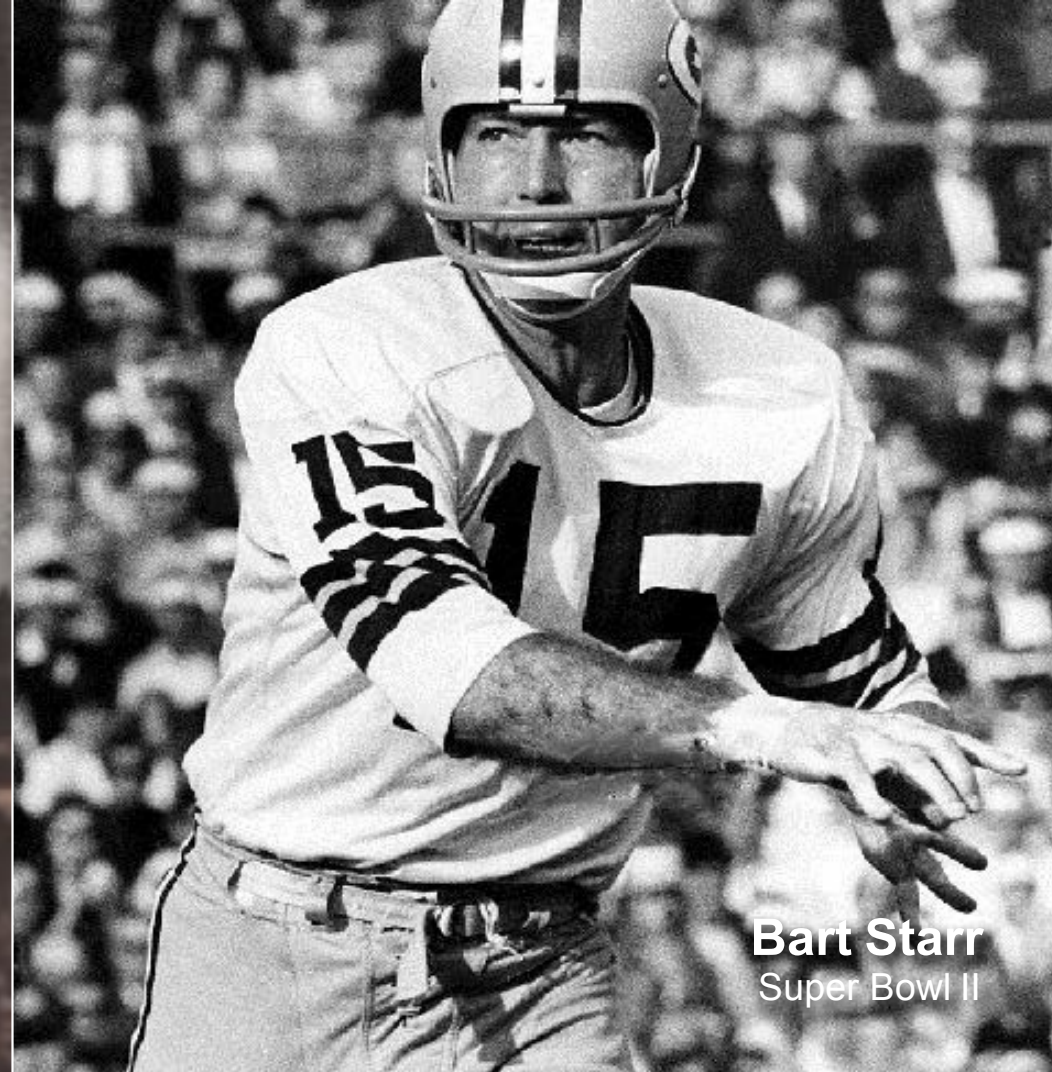
***2020 Super Bowl Room Block Impact Projection***

***\*\* Does not include Food, Beverage and Event Revenue***





**Joe Namath**  
Super Bowl III



**Bart Starr**  
Super Bowl II



**Drew Brees**  
Super Bowl LIV



**Red Grange**

## 100 Years of NFL History

In 1920, the NFL's first huddle takes place among a group of visionaries in Canton, Ohio and the league is born.

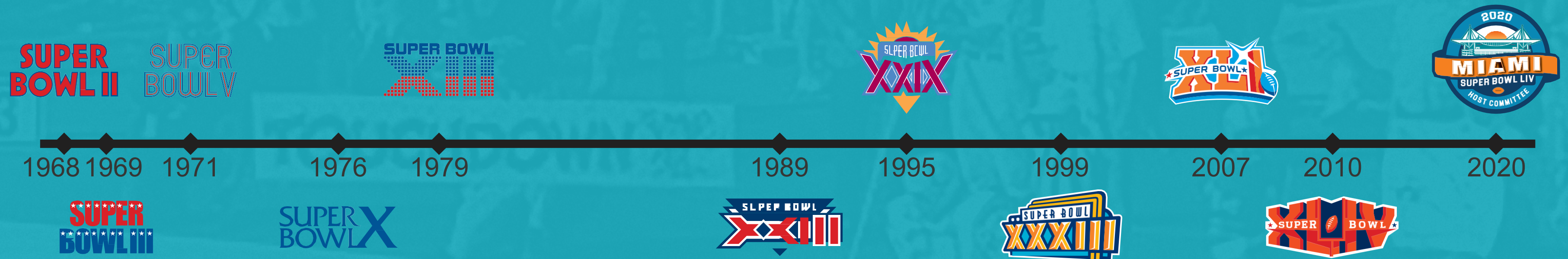
On January 15<sup>th</sup>, 1967 Lombardi's Packers defeat the Kansas City Chiefs at the Los Angeles Memorial Coliseum to usher in the Super Bowl era.

Namath to Brady. Cosell to Collinsworth. LA to Miami. This is America's game.



# Super Bowl 2020

## A Chance to Make History



This will be South Florida's 11<sup>th</sup> Super Bowl.  
That's more than any other city in America.

South Florida is the gateway to Latin America and the Caribbean.

Over 2m fans will descend upon South Florida to watch Super Bowl 2020 live.  
Over \$500m will be generated by the game.



# What We Know

Estimated Economic Impact

**\$404 MM**

Estimated Out-of-town Visitors

**125,000**

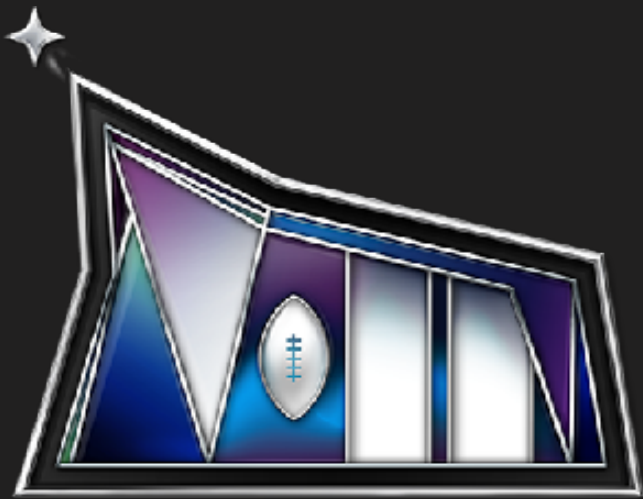
**366**

**BUSINESSES**

participated in the Women and  
Minority Business Program

**10,000**

local volunteers



**MINNESOTA**

SUPER BOWL LII HOST COMMITTEE

**1.1 M**

Attended Super Bowl  
Park and NFL  
Experience

**56**

LEGACY GRANTS AWARDED

**\$5.5m**

INVESTED IN KIDS &  
FAMILIES STATEWIDE

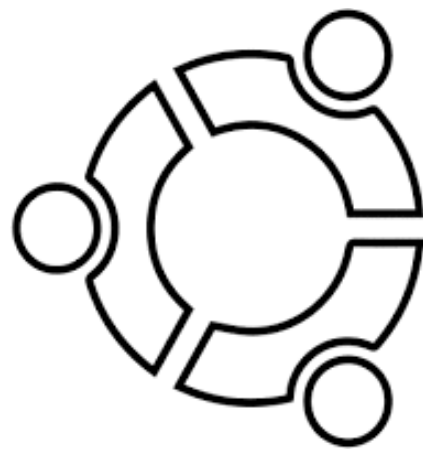
**80%**

OF GRANTS AWARDED IMPACTED  
CHILDREN LIVING AT OR BELOW  
STATE POVERTY LINE



# The Scope of Football

## The Impact of the Super Bowl



### Community

Miami Super Bowl 2020 is arguably the greatest platform ever created by which our collective resources can effect change.



### National

The average NFL team today is valued at \$2.34 BILLION and enjoys a fan base of over 160 million people!



### International

111.3 million people watched Super Bowl LI making it the fifth most-watched broadcast in TV history.

THANK YOU



[WWW.MIAMISB2020.COM](http://WWW.MIAMISB2020.COM)



## Miami Super Bowl 2020 Host Committee

100 SE 2nd Street, Miami, FL 33130

August 27, 2018

City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

Dear Mr. Mayor and City Commissioners,

On behalf of the Super Bowl 2020 Host Committee, I am once again pleased to present you with a proposal to support this epic game.

As you know, when 2020 arrives it will have been over ten years since an NFL Super Bowl has been played in South Florida. We could not have arrived at this point without total cooperation and contributions across the region.

Thank you for your continued support. As a part of this partnership we are excited and look forward to holding key and highly visible events in and around Miami Beach. Especially the use of the Miami Beach Convention Center for the NFL Experience, Media Center, Radio Row, and NFL Social Media Communication Center. We already have inquiries from the media for live feed from the beach and public areas.

Thank you for your continued support.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Rodney Barreto". The signature is stylized and fluid.

Rodney Barreto  
Chairman  
Super Bowl Host Committee 2020  
The Miami Tower  
100 SE 2nd Street, Suite 2310  
Miami, FL 33130

# MIAMI BEACH

## **COMMITTEE MEMORANDUM**

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 2018

**SUBJECT: DISCUSSION REGARDING EXTENDING THE LEASE AGREEMENT BETWEEN THE CITY AND MDGLCC FOUNDATION, INC., FOR APPROXIMATELY 2,543 SQUARE FEET OF OFFICE SPACE, LOCATED IN HISTORIC CITY HALL, 1130 WASHINGTON AVENUE, 1<sup>ST</sup> FLOOR NORTH**

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### **HISTORY:**

On March 10, 2010, the Mayor and City Commission passed Resolution No. 2010-27354, approving a Lease Agreement between the City and MDGLCC Foundation, Inc., d/b/a Miami-Dade Gay & Lesbian Chamber of Commerce ("MDGLCC" or "Tenant") for approximately 2,543 square feet of City-owned property, located on the first floor of Historic City Hall, 1130 Washington Avenue. The original lease had a term of three (3) years, commencing on April 1, 2010, with two (2) additional three (3) year renewal terms, the final of which is set to expire March 31, 2019.

On March 13, 2013, the Mayor and City Commission adopted Resolution No. 2013-28153, accepting the recommendation of the Finance and Citywide Projects Committee (FCWPC) and approving an amendment to the Lease Agreement (Amendment). At the request of the tenant, the Amendment implemented a reduction in rent. The City Commission found this request reasonable, not only because of persistent maintenance and repair issues at the historic building, but the rent reduction served to offset the Tenant's costs associated with providing enhanced services. In addition to lowering annual rent from \$50,860 to \$30,000 per year, the Amendment eliminated MDGLCC's obligation to pay building operating expenses and building insurance as additional rent and eliminated annual three (3%) percent rent escalations. At the same time, MDGLCC expanded operating hours from five to seven days/week, adding staff members and additional public services.

### **ANALYSIS:**

MDGLCC is a nonprofit, 501(c)(3) organization comprising over 1,200 members and 600 businesses. MDGLCC has requested an early extension of its current lease, generally under the same terms and conditions, including fixed rent without annual increases. MDGLCC's nonprofit status, and significant contributions to the community, contributed to the City's renegotiation of lower rent in 2013. MDGLCC has demonstrated a strong commitment to the building and to the community, and has made improvements to the space that have resulted in an attractive, functional office. The Tenant's use of the premises as a chamber of commerce and visitor center provides a free public amenity while promoting diversity, tourism, and local commercial interests. A list of the programming and public services provided to the community is attached hereto as Attachment A (Programming and Public Services).

The proposed Lease Agreement, which contains basic terms and conditions generally consistent with the existing Lease, with an enhanced schedule of public services, is attached hereto as Attachment B (Draft Lease Agreement):



### **Basic Lease Terms**

Tenant: MDGLCC Foundation, Inc., d/b/a Miami-Dade Gay & Lesbian Chamber of Commerce

Demised Premises: 2,543 SF on north side of 1<sup>st</sup> Floor of Historic City Hall, 1130 Washington Avenue

Use: Office and retail space, including LGBT visitor center

Term: Three (3) years, commencing April 1, 2019 and ending on March 31, 2022

Renewal Options: Two (2) additional three (3) year renewal terms, subject to the City Manager's approval

Rent: \$30,000 per year (\$2,500 per month)

Days/Hours: Monday – Friday 9 AM – 7 PM, Weekends 11 AM – 4 PM

Utilities: Tenant is solely responsible for all utilities including electric, janitorial, internet, and telephone.

Maintenance and Repairs: Tenant is responsible for day-to-day maintenance and repairs, whereas the City is responsible for maintenance of the roof, building exterior, all heating/ventilation/air conditioning (HVAC) equipment servicing the Demised Premises, the structural electrical and plumbing (other than plumbing surrounding any sink(s) and/or toilet(s) within the Demised Premises), the common areas, and the chilled water supply system.

### **CONCLUSION:**

The Administration recommends that the Committee recommend in favor of approving the attached Lease Agreement.

### **ATTACHMENTS:**

Description	Type
□ Attachment A- Programming and Public Services	Memo
□ Attachment B - Draft Lease Agreement	Memo



1130 Washington Ave.  
1<sup>st</sup> Floor North  
Miami Beach, FL 33139  
EMAIL: [info@gogaymiami.com](mailto:info@gogaymiami.com)  
WEB: [www.gogaymiami.com](http://www.gogaymiami.com)  
OFFICE: 305-673-5545  
FAX: 305-673-8883

A Non Profit Corporation

July 20, 2018

#### Services

- LGBT Visitor Center Services (Open 7 days a week)
  - Hotel Reservations
  - Restaurant Referrals
  - Travel Advice
  - Tour Information & Bookings
  - Mapping and location services
  - LGBT Information
  - City of Miami Beach Activity Calendar
- Pink Flamingo Collateral Pick up
- Publication Pick up site
- High Speed - Internet Hot Spot
- SAFE SPACE location
- Trans SAFE SPACE location
- GMCVB Visitor Center Location
  - Kiosk Location
  - Publication distribution
- Computer usage
- GoGayMiami.com - LGBT & Community Service location
  - Meeting Space availability (Michael Aller Conference Room; Community Center space)
  - Art Gallery - Monthly LGBT & Allied artists

#### City of Miami Beach Services (Referral Point)

- Homeless
- Discrimination
- Business Licenses
- Parking & Marriage Silences
- Mental Health issues

Programming currently taking place at LGBT Visitor Center on Miami Beach

1. Smart Recovery (Weekly)
2. Crystal Meth Anonymous (Weekly)
3. Tango (Weekly)
4. Yoga (Weekly)
5. HIV/AIDS/STD Testing (Daily)

Other Programming with less frequency

1. Pet Bereavement (Monthly)
2. Miami-Dade Gay & Lesbian Chamber MDGLCC-U Programming (3x/month)
3. Miami Beach Gay Pride – Monthly meetings; ramps up to daily during March/April
4. Smart Ride Training Space (Seasonal for ride)
5. Fertility Advisory Programming (Quarterly)
6. Holigay Toy Drive (December)
7. Winter Party (Ticketing location)
8. White Party (Ticketing Location)
9. Aqua Girl (Ticketing Location)
10. Sizzle Miami (Info Center)
11. Miami Beach Bruthaz (Info Center)
12. GAY 8 (Transportation pick up point)
13. GMCVB FAM Location (LGBT travel writers – 2x/year)
14. Film Festivals (MIFF, Outshine, Brazilian, Italian) – Info Point
15. MCIV Dignitary Training Location (Diversity programs)
16. Wedding and Reception Location (seasonal)
17. TransTrend (seasonal) for the Transgender Community

# LEASE AGREEMENT

THIS LEASE AGREEMENT, made this \_\_\_\_ day of September 2018, by and between the **CITY OF MIAMI BEACH, FLORIDA** a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City" or "Landlord"), and **MDGLCC FOUNDATION, INC.**, d/b/a the Miami-Dade Gay and Lesbian Chamber of Commerce, a Florida not-for-profit corporation (hereinafter referred to as "Tenant").

1. Demised Premises.

The City, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenant, hereby leases, lets and demises to the Tenant, and Tenant hereby leases and hires from the City, those certain premises hereinafter referred to as the "Demised Premises" and more fully described as follows:

Approximately 2,543 square feet of City-owned property (the "Building," also known as "Historic City Hall"), located at 1130 Washington Avenue, 1<sup>st</sup> Floor North, Miami Beach, Florida, 33139, and as more specifically delineated in Exhibit A, attached hereto and incorporated herein.

2. Term.

2.1 Tenant shall be entitled to have and to hold the Demised Premises for an initial term of three (3) years, commencing on the 1<sup>st</sup> day of April, 2019 (the "Commencement Date"), and ending on the 31<sup>st</sup> day of March, 2022. For purposes of this Lease Agreement, and including, without limitation, Subsections 2.2 and 2.3 herein, a "contract year" shall be defined as that certain period commencing on the 1<sup>st</sup> day of April and ending on the 31<sup>st</sup> day of March.

2.2 Provided Tenant is in good standing and free from default(s) under Section 18 hereof, and upon written notice from Tenant, which notice shall be submitted to the City Manager no earlier than one hundred twenty (120) days, but in any case no later than sixty (60) days prior to the expiration of the initial term, this Lease may be extended for two (2) additional three (3) year renewal terms. Any extension, if approved, shall be memorialized in writing and signed by the parties hereto (with the City hereby designating the City Manager as the individual authorized to execute such extensions on its behalf).

If the City Manager determines, in his sole discretion, not to extend or renew this Lease Agreement (upon expiration of the initial term or any renewal term), the City Manager shall notify Tenant of same in writing, which notice shall be provided to Tenant within fifteen (15) business days of the City



Manager's receipt of Tenant's written notice.

3. Rent.

Tenant's payment of Rent, as defined in this Section 3, shall commence on April 1, 2018 (the "Rent Commencement Date") and, thereafter, on each first day of subsequent months.

3.1 Base Rent:

3.1.1 Throughout the Term herein, the Base Rent for the Demised Premises shall be Thirty Thousand Dollars and 00/100 (\$30,000.00) per year, payable in monthly installments of Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00).

3.2 Additional Rent:

In addition to the Base Rent, as set forth in Section 3.1, Tenant shall also pay the following Additional Rent as provided below:

3.2.1 Property Taxes:

The Property Tax Payment shall be payable by Tenant, in accordance with Section 11 herein. The Property Tax Payment for Property Tax Year 2018 is estimated at Zero Dollars (\$0.00). Notwithstanding the preceding sentence, the City makes no warranty or representation, whether express or implied, that the Historic City Hall building, the Land, and/or the Demised Premises will not be subject to ad valorem (or other) taxes in subsequent years.

3.3 Sales Taxes:

Concurrent with the payment of the Base Rent and Additional Rent as provide herein, Tenant shall also pay any and all sums for all applicable tax(es), including without limitation, sales and use taxes and Property Taxes, imposed, levied or assessed against the Demised Premises, or any other charge or payment required by any governmental authority having jurisdiction there over, even though the taxing statute or ordinance may purport to impose such tax against the City.

3.4 Enforcement.

Tenant agrees to pay the Base Rent, Additional Rent, and any other amounts as may be due and payable by Tenant under this Agreement, at the time and in the manner provided herein, and should said rents and/or other additional amounts due, remain at any time outstanding and unpaid for a period of fifteen (15) days after the same shall become due, the City may exercise any or all options available to it hereunder, which options may be exercised concurrently or separately, or the City may pursue any other remedies permitted by law.

4. Location for Payments.

All rents or other payments due hereunder shall be paid to the City at the following address:

City of Miami Beach  
Revenue Manager  
1700 Convention Center Drive, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

or at such other address as the City may, from time to time, designate in writing.

5. Parking.

Tenant may request, from the City's Parking Department, the use of no more than six (6) parking spaces, if available, at Municipal Parking Garage G-2 located at the intersection of 12<sup>th</sup> Street and Drexel Avenue. Rental rates for said parking spaces, including applicable sales and use tax, are determined by the Parking Department and are subject to change.

6. Security Deposit.

Tenant shall furnish the City with a Security Deposit, in the amount of Eight Thousand Four Hundred Seventy-Six Dollars and 66/100 (\$8,476.66), payable in two installments. The first installment, in the amount of \$4,238.33, shall be due upon Tenant's execution of this Agreement. The second installment, in the amount of \$4,238.33, shall be due ten (10) days prior to the Commencement Date of this Agreement. Said Security Deposit shall serve to secure Tenant's performance in accordance with the provisions of this Agreement. In the event Tenant fails to perform in accordance with said provisions, the City may retain said Security Deposit, as well as pursue any and all other legal remedies provided herein, or as may be provided by law.

The parties agree and acknowledge that the foregoing condition is intended to be a condition subsequent to the City's approval of this Agreement. Accordingly, in the event that Tenant does not satisfy the aforesaid, then the City Manager or his designee may immediately, without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to him for breach of contract.

7. Use and Possession of Demised Premises.

- 7.1 The Demised Premises shall be used by the Tenant as office, retail, and visitor center space for the Miami-Dade Gay & Lesbian Chamber of Commerce, with the purpose of promoting a unified and thriving, gay and gay-friendly, business and professional community throughout Miami-Dade County. Tenant shall be required to provide the Public Services contained in Exhibit B attached hereto. Said Demised Premises shall be open for operation seven (7) days a week, with minimum hours of operation as follows:

Monday - Friday:	9:00 AM to 7:00 PM
Saturday - Sunday	11:00 AM to 4:00 PM

Tenant shall not modify the days or hours of operation without the prior written approval of the City Manager. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

7.2 It is understood and agreed that the Demised Premises shall be used by the Tenant during the Term of this Lease Agreement only for the purpose and services stated herein, and for no other purpose and/or use(s) whatsoever. Tenant will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by law, ordinance, or government regulation, or that may be dangerous to life, limb, or property. Tenant may not commit (nor permit) waste on the Demised Premises; nor permit the use of the Demised Premises for any illegal purposes; nor commit a nuisance on the Demised Premises. In the event that the Tenant uses the Demised Premises (or otherwise allows the Demised Premises to be used) for any purpose(s) not expressly permitted herein, or permits and/or allows any prohibited use(s) as provided herein, then the City may declare this Lease Agreement in default pursuant to Section 18 or, without notice to Tenant, restrain such improper use by injunction or other legal action.

7.3 Additionally, subject to Tenant obtaining the prior written approval of the City Manager or his/her authorized representative and, if deemed required by the City Manager or his/her representative (as a condition of any such City approval), subject further to Tenant obtaining a Special Events permit from the City and compliance with the City's Special Events requirements and guidelines, Tenant shall be entitled to the periodic limited, non-exclusive use of that certain public outdoor area adjacent to (and accessible from) the Demised Premises, which area is also commonly referred to as the "terrace" and is delineated in Exhibit C attached hereto.

7.4 Tenant shall also maintain its not-for-profit status in full force and effect, and in good standing, throughout the Term herein.

## 8. Improvements.

8.1 Tenant accepts the Demised Premises in its present "**AS IS**" condition and may construct or cause to be constructed, such interior and exterior improvements and maintenance to the Demised Premises, as reasonably necessary for it to carry on its permitted use(s), as set forth in Section 7; provided, however, that any plans for such improvements shall first be submitted to the City Manager for his prior written consent, which consent, if granted at all, shall be at the City Manager's sole and absolute discretion. Additionally, any and all approved improvements shall be made at Tenant's sole expense and responsibility. All permanent (fixed) improvements to the Demised Premises shall remain the property of the City upon termination and/or expiration of this Lease Agreement. Upon termination and/or expiration of this Lease Agreement, all personal property and non-permanent

trade fixtures may be removed by the Tenant from the Demised Premises, provided that they can be (and are) removed without damage to the Demised Premises. Tenant will permit no liens to attach to the Demised Premises arising from, connected with, or related to the design and construction of any improvements. Moreover, such construction shall be accomplished through the use of licensed, reputable contractors who are acceptable to the City. Any and all permits and or licenses required for the installation of improvements shall be the sole cost and responsibility of Tenant.

8.2 Notwithstanding Subsection 8.1, upon termination and/or expiration of this Lease Agreement, and at City's sole option and discretion, any or all alterations or additions made by Tenant to or in the Demised Premises shall, upon written demand by the City Manager, be promptly removed by Tenant, at its expense and responsibility, and Tenant further hereby agrees, in such event, to restore the Demised Premises to their original condition prior to the Commencement Date of this Lease Agreement.

8.3 The above requirements for submission of plans and the use of specific contractors shall not apply to improvements (which term, for purposes of this Subsection 8.3 only, shall also include improvements as necessary for Tenant's maintenance and repair of the Demised Premises) which do not exceed Five Hundred (\$500.00) Dollars, provided that the work is not structural, and provided that it is permitted by applicable law.

9. City's Right of Entry.

9.1 The City Manager, and/or his authorized representatives, shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting same; preventing waste; making such repairs as the City may consider necessary; and for the purpose of preventing fire, theft, or vandalism. The City agrees that, whenever reasonably possible, it shall use reasonable efforts to provide notice (whether written or verbal), unless the need to enter the Demised Premises is an emergency, as deemed by the City Manager, in his sole discretion, which if not immediately addressed could cause property damage or injury to persons. Nothing herein shall imply any duty on the part of the City to do any work that under any provisions of this Agreement the Tenant may be required to perform, and the performance thereof by the City shall not constitute a waiver of the Tenant's default.

9.2 If the Tenant shall not be personally present to open and permit entry into the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the City Manager, and/or his authorized representatives, may enter the Demised Premises by master key, or may forcibly enter the Demised Premises without rendering the City or such agents liable therefore.

9.3 Tenant shall furnish the City with duplicate keys to all locks including exterior and interior doors prior to (but no later than) the Commencement Date of this Lease Agreement. Tenant shall not change the locks to the Demised



Premises without the prior written consent of the City Manager, and in the event such consent is given, Tenant shall furnish the City with duplicate keys to said locks in advance of their installation.

10. Tenant's Insurance.

10.1 Tenant shall, at its sole expense and responsibility, comply with all insurance requirements of the City. It is agreed by the parties that Tenant shall not occupy the Demised Premises until proof of the following insurance coverages have been reviewed and approved by the City's Risk Manager:

10.1.1 Comprehensive General Liability, in the minimum amount of One Million (\$1,000,000) Dollars (subject to adjustment for inflation) per occurrence for bodily injury and property damage. The City of Miami Beach must be named as an additional insured on this policy.

10.1.2 Workers Compensation and Employers Liability coverage in accordance with Florida statutory requirements.

10.1.3 All-Risk property and casualty insurance, written at a minimum of eighty (80%) percent of replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by or on behalf of Tenant and including without limitation all of Tenant's personal property in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture, and other property removable by Tenant under the provisions of this Agreement).

10.2 Proof of the foregoing policies of coverage must be provided by submitting original certificates of insurance to both the City's Risk Manager and Asset Manager respectively. All policies must provide thirty (30) days written notice of cancellation to both the City's Risk Manager and Asset Manager (to be submitted to the addresses set forth in Section 27 hereof). All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a minimum rating of B+:VI per A.M. Best's Key Rating Guide, latest edition, and certificates are subject to the approval of the City's Risk Manager.

11. Property Taxes and Assessments.

For the purposes of this Section and other provisions of this Agreement:

11.1 The term "Property Taxes" shall mean (i) real estate taxes, assessments, and special assessments of any kind which may be imposed upon the Demised Premises, and (ii) any expenses incurred by the City in obtaining a reduction of any such taxes or assessments.

11.2 The term "Property Tax Year" shall mean the period of twelve (12) calendar months, beginning on January 1<sup>st</sup> of each year.

11.3 Tenant shall pay, as Additional Rent pursuant to Section 3.2, for such Property Tax Year an amount ("Property Tax Payment") equal to Tenant's pro-rata share of Property Taxes (if any) for such Property Tax Year; said pro-rata share to be determined by the City based upon the ratio of the Demised Premises to the tax lot. If a Property Tax Year ends after the expiration or termination of the term of this Agreement, the Property Tax Payment therefore shall be prorated to correspond to that portion of such Property Tax Year occurring within the term of this Agreement. The Property Tax Payment shall be payable by Tenant immediately upon receipt of notice from the City. A copy of the tax bill(s) or other evidence of such taxes issued by the taxing authorities, together with the City's computation of the Property Tax Payment, will be made available to Tenant once received from the taxing authorities, if requested by Tenant. Tenant shall pay any difference in the amount between the estimated property taxes and the actual property taxes to the City immediately, upon receipt of request for said payment from the City.

11.4 Tax Stop.

Notwithstanding the preceding Section 11.3, the City shall be responsible for payment of the Property Tax Payment up to an amount not to exceed Three Dollars (\$3.00) per square foot (Tax Stop Amount) with Tenant to be responsible for anything in excess of that amount. Tenant shall promptly reimburse the City for its portion of the Property Tax Payment (if any) upon receipt of the City's invoice for same.

12. Assignment and Subletting.

Tenant shall not have the right to assign or sublet the Demised Premises, in whole or in part, without the prior written consent of the City Manager, which consent, if granted at all shall be at the City Manager's sole and absolute discretion. Such written consent is not a matter of right and the City is not obligated to give such consent. If granted as provided herein, the making of any assignment or sublease will not release Tenant from any of its obligations under this Lease Agreement.

13. Operation, Maintenance and Repair.

13.1 Tenant shall be solely responsible for the operation, maintenance and repair of the Demised Premises. Tenant shall, at its sole expense and responsibility, maintain the Demised Premises, and all fixtures and appurtenances therein, and shall make all repairs thereto, as and when needed, to preserve them in good working order and condition. Tenant shall be responsible for all interior walls and the interior and exterior of all windows and doors, as well as immediate replacement of any and all plate glass or other glass in the Demised Premises which may become broken, using glass of the same or better quality.

The City shall be responsible for the maintenance of the roof, the exterior of the Building, all heating/ventilation/air conditioning (HVAC) equipment

servicing the Demised Premises, **the structural electrical and plumbing** (other than plumbing surrounding any sink(s) and/or toilet(s), including such sink(s) and toilet(s) fixture(s), within the Demised Premises), the common areas and the chilled water supply system. The City shall maintain and/or repair those items that it is responsible for, so as to keep same in proper working condition.

13.2 All damage or injury of any kind to the Demised Premises, and including without limitation its fixtures, glass, appurtenances, and equipment (if any), or to the building fixtures, glass, appurtenances, and equipment, if any, except damage caused by the gross negligence and/or willful misconduct of the City, shall be the sole obligation of Tenant, and shall be repaired, restored, or replaced promptly by Tenant, at its sole expense and to the satisfaction of the City.

13.3 All of the aforesaid repairs, restorations, and replacements shall be in quality and class equal to or better than the original work or installations and shall be done in good workmanlike manner.

13.4 If Tenant fails to make such repairs, restorations, or replacements, the same may be made by the City, at the expense of Tenant, and all sums and expenses incurred by the City shall be collectable by the City and shall be paid by Tenant within three (3) days following submittal of a bill or statement therefore.

13.5 It shall be Tenant's sole obligation and responsibility to ensure that any renovations, repairs, and/or improvements made by Tenant to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.

13.6 Tenant Responsibilities for Utilities (not included within Operating Expenses).

Tenant is solely responsible for, and shall promptly pay when due, all charges and impact fees for any and all utilities (i.e. electric, internet, and telephone services) for the Demised Premises **NOT** included as an Operating Expense (pursuant to Subsection 3.2.1).

In addition to other rights and remedies hereinafter reserved to the City, upon the failure of Tenant to pay for such utility services (as contemplated in this Subsection 13.6) when due, the City may elect, at its sole discretion, to pay same, whereby Tenant agrees to promptly reimburse the City upon demand.

In no event, however, shall the City be liable, whether to Tenant or to third parties, for an interruption or failure in the supply of any utilities or services to the Demised Premises.

13.7 **TENANT HEREBY ACKNOWLEDGES AND AGREES THAT THE DEMISED PREMISES ARE BEING LEASED IN THEIR PRESENT "AS IS" CONDITION.**

14. Governmental Regulations.

Tenant covenants and agrees to fulfill and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and City governments, and any and all of their departments and bureaus applicable to the Demised Premises, and shall also comply with and fulfill all rules, orders, and regulations for the prevention of fire, all at Tenant's own expense and responsibility. Tenant shall pay all cost, expenses, claims, fines, penalties, and damages that may be imposed because of the failure of Tenant to comply with this section and shall indemnify and hold harmless the City from all liability arising from any non-compliance.

15. Liens.

Tenant will not permit any mechanics, laborers, or materialman's liens to stand against the Demised Premises or improvements for any labor or materials to Tenant or claimed to have been furnished to Tenant's agents, contractors, or sub-tenants, in connection with work of any character performed or claimed to have performed on said Demised Premises, or improvements by or at the direction or sufferance of the Tenant; provided however, Tenant shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Tenant shall give the City reasonable security as may be demanded by the City to insure payment thereof and prevent sale, foreclosure, or forfeiture of the Demised Premises or improvements by reasons of such non-payment. Such security need not exceed one and one half (1½) times the amount of such lien or such claim of lien. Such security shall be posted by Tenant within ten (10) days of written notice from the City, or Tenant may "bond off" the lien according to statutory procedures. Tenant will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Tenant's own expense.

17. Condemnation.

17.1 If at any time during the Term of this Lease Agreement (including any renewal term hereunder) all or any part or portion of the Demised Premises is taken, appropriated, or condemned by reason of Eminent Domain proceedings or any regulatory action whatsoever, then this Agreement shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and neither of the parties hereto shall thereafter have any rights against the other by reason of this Agreement or anything contained therein, except that any rent prepaid beyond the date of such taking shall be prorated to such date, and Tenant shall pay any and all rents, additional rents, utility charges, and/or other costs for which it is liable under the terms of this Lease Agreement, up to the date of such taking.

17.2 Except as hereunder provided, Tenant shall not be entitled to participate in the proceeds of any award made to the City in any such Eminent Domain proceeding, excepting, however, Tenant shall have the right to claim and



recover from the condemning authority, but not from the City, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reasons of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's furniture and fixtures.

18. Default.

18.1 Default by Tenant:

At the City's option, any of the following shall constitute an Event of Default under this Agreement:

- 18.1.1 The Base Rent, Additional Rent, or any other amounts as may be due and payable by Tenant under this Agreement, or any installment thereof, is not paid promptly when and where due within fifteen (15) days of due date, and Tenant shall not have cured such failure within five (5) days after receipt of written notice from the City specifying such default;
- 18.1.2 The Demised Premises shall be deserted, abandoned, or vacated;
- 18.1.3 Tenant shall fail to comply with any material term, provision, condition or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from the City specifying any such default; or such longer period of time acceptable to the City, at its sole discretion;
- 18.1.4 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a law, code, regulation, ordinance or the like, which remains uncured for a period of thirty (30) days from its issuance, or such longer period of time as may be acceptable and approved in writing by the City Manager, at his sole discretion;
- 18.1.5 Any petition is filed by or against Tenant under any section or chapter of the Bankruptcy Act, as amended, which remains pending for more than sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any state for the purpose of discharging or extending the time for payment of debts;
- 18.1.6 Tenant shall become insolvent;
- 18.1.7 Tenant shall make an assignment for benefit of creditors;
- 18.1.8 A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter;
- 18.1.9 The leasehold interest is levied on under execution; or

- 18.1.10 Tenant fails to maintain its not-for-profit status in current and good standing, as required pursuant to Subsection 7.4 herein.

19. Rights on Default.

19.1 Rights on Default:

In the event of any default by Tenant as provided herein, City shall have the option to do any of the following, in addition to and not in limitation of, any other remedy permitted by law or by this Agreement;

- 19.1.1 Terminate this Agreement, in which event Tenant shall immediately surrender the Demised Premises to the City, but if Tenant shall fail to do so the City may, without further notice, and without prejudice to any other remedy the City may have for possession or arrearages in rent or damages for breach of contract, enter upon the Demised Premises and expel or remove Tenant and its effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Tenant agrees to indemnify and hold harmless the City for all loss and damage which the City may suffer by reasons of such Agreement termination, whether through inability to re-let the Demised Premises, or otherwise.
- 19.1.2 Declare the entire amount of the Base Rent and Additional Rent which would become due and payable during the remainder of the term of this Agreement to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents therefore due, at the address of the City, as provided in the Notices section of this Agreement; provided, however, that such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the rents for the remainder of said term and such payment shall be considered, construed and taken to be a debt provable in bankruptcy or receivership.
- 19.1.3 Enter the Demised Premises as the agent of Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefore; remove Tenant's property there from; and re-let the Demised Premises, or portions thereof, for such terms and upon such conditions which the City deems, in its sole discretion, desirable, and to receive the rents therefore, and Tenant shall pay the City any deficiency that may arise by reason of such re-letting, on demand at any time and from time to time at the office of the City; and for the purpose of re-letting, the City may (i) make any repairs, changes, alterations or additions in or to said Demised Premises that may be necessary or convenient; (ii) pay all costs and expenses therefore from rents resulting from re-letting; and (iii) Tenant shall pay the City any deficiency as aforesaid.

- 19.1.4 Take possession of any personal property owned by Tenant on said Demised Premises and sell the same at public or private sale, and apply same to the payment of rent due, holding Tenant liable for the deficiency, if any.
- 19.1.5 It is expressly agreed and understood by and between the parties hereto that any installments of rent accruing under the provisions of this Agreement which shall not be paid when due shall bear interest at the maximum legal rate of interest per annum then prevailing in Florida from the date when the same was payable by the terms hereof, until the same shall be paid by Tenant. Any failure on the City's behalf to enforce this Section shall not constitute a waiver of this provision with respect to future accruals of past due rent. No interest will be charged for payments made within the grace period, such grace period to be defined as within five (5) days from the due date. In addition, there will be a late charge of Fifty (\$50.00) Dollars for any payments submitted after the grace period.
- 19.1.6 If Tenant shall default in making any payment of monies to any person or for any purpose as may be required hereunder, the City may pay such expense but the City shall not be obligated to do so. Tenant, upon the City's paying such expense, shall be obligated to forthwith reimburse the City for the amount thereof. All sums of money payable by Tenant to the City hereunder shall be deemed as rent for use of the Demised Premises and collectable by the City from Tenant as rent, and shall be due from Tenant to the City on the first day of the month following the payment of the expense by the City.
- 19.1.7 The rights of the City under this Agreement shall be cumulative but not restrictive to those given by law and failure on the part of the City to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

19.2 Default by City:

The failure of the City to perform any of the covenants, conditions, and agreements of this Agreement which are to be performed by the City and the continuance of such failure for a period of thirty (30) days after notice thereof in writing from Tenant to the City (which notice shall specify the respects in which Tenant contends that the City failed to perform any such covenant, conditions, and agreements) shall constitute a default by the City, unless such default is one which cannot be cured within thirty (30) days because of circumstances beyond the City's control, and the City within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

However, in the event the City fails to perform within the initial thirty (30) day period provided above, and such failure to perform prevents Tenant from operating its business in a customary manner and causes an undue hardship

for Tenant, then such failure to perform (regardless of circumstances beyond its control) as indicated above, shall constitute a default by the City.

19.3 Tenant's Rights on Default:

If an event of the City's default shall occur, Tenant, to the fullest extent permitted by law, shall have the right to pursue any and all remedies available at law or in equity, including the right to sue for and collect damages, including reasonable attorney's fees and costs, and/or terminate this Agreement; provided however, that Tenant expressly acknowledges and agrees that any recovery by Tenant shall be limited to the amount set forth in Section 32 of this Agreement.

20. Indemnity Against Costs and Charges.

20.1 Tenant shall be liable to the City for all costs and charges, expenses, reasonable attorney's fees, and damages which may be incurred or sustained by the City, by reason of Tenant's breach of any of the provisions of this Agreement. Any sums due the City under the provisions of this item shall constitute a lien against the interest of the Tenant and the Demised Premises and all of Tenant's property situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said premises and property.

20.2 If Tenant shall at any time be in default hereunder, and if the City shall deem it necessary to engage an attorney to enforce the City's rights and Tenant's obligations hereunder, Tenant will reimburse the City for the reasonable expenses incurred thereby, including, but not limited to, court costs and reasonable attorney's fees, whether suit be brought or not and if suit be brought, then Tenant shall be liable for expenses incurred at both the trial and appellate levels.

21. Indemnification Against Claims.

21.1 Tenant shall indemnify and save the City harmless from and against any and all claims or causes of action (whether groundless or otherwise) by or on behalf of any person, firm, or corporation, for personal injury or property damage occurring upon the Demised Premises or upon any other land or other facility or appurtenance used in connection with the Demised Premises, occasioned in whole or in part by any of the following:

21.1.1 An act or omission on the part of Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant, or subcontractor of Tenant;

21.1.2 Any misuse, neglect, or unlawful use of the Demised Premises by Tenant, or any employee, agent, contractor, invitee, guest, assignee, sub-tenant, or subcontractor of Tenant;



- 21.1.3 Any breach, violation, or non-performance of any undertaking of Tenant under this Agreement; or
- 21.1.4 Anything growing out of the use or occupancy of the Demised Premises by Tenant or anyone holding or claiming to hold through or under this Agreement.
- 21.2 Tenant agrees to pay all damages to the Demised Premises and/or other facilities used in connection therewith, caused by Tenant or any employee, agent, contractor, guest, or invitee of Tenant.
22. Signs and Advertising.
- Without the prior written consent of the City Manager, which consent, if given at all, shall be at the City Manager's sole and absolute discretion, Tenant shall not permit the painting and display of any signs, plaques, lettering, or advertising material of any kind on or near the Demised Premises. All additional signage shall comply with signage standards established by the City and comply with all applicable building codes, and any other municipal, County, State and Federal laws.
23. Effect of Conveyance.
- The term "City" and/or "Landlord" as used in the Agreement means only the owner for the time being of the land and building containing the Demised Premises, so that in the event of any sale of said land and building, or in the event of a lease of said building, the City shall be and hereby is entirely freed and relieved of all covenants and obligations of the City hereunder, and it shall be deemed and construed without further agreement between the parties, or between the parties and the purchaser at such sale, or the lease of this building, that the purchaser or Tenant has assumed and agreed to carry out all covenants and obligations of the City hereunder.
24. Damage to the Demised Premises.
- 24.1 If the Demised Premises shall be damaged by the elements or other casualty not due to Tenant's negligence, or by fire, but are not thereby rendered untenable, as determined by the City Manager, in his sole discretion, in whole or in part, and such damage is covered by the City's insurance, if any, (hereinafter referred to as "such occurrence"), the City, shall, as soon as possible after such occurrence, utilize the insurance proceeds to cause such damage to be repaired and the Rent (Base Rent and Additional Rent) shall not be abated. If by reason of such occurrence, the Demised Premises shall be rendered untenable, as determined by the City Manager, in his sole discretion, only in part, the City shall as soon as possible utilize the insurance proceeds to cause the damage to be repaired, and the Rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenable; provided however, that the City shall promptly obtain a good faith estimate of the time required to render the Demised Premises tenantable and if such time exceeds sixty (60) days, either party shall have the option of canceling this Agreement.

- 24.2 If the Demised Premises shall be rendered wholly untenable by reason of such occurrence, the City shall have the option, but not the obligation, in its sole discretion, to utilize the insurance proceeds to cause such damage to be repaired and the Rent meanwhile shall be abated. However, the City shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Demised Premises, and in such event, this Agreement and the tenancy hereby created shall cease as of the date of said occurrence, the Rent to be adjusted as of such date. If the Demised Premises shall be rendered wholly untenable, Tenant shall have the right, to be exercised by notice in writing, delivered to the City within thirty (30) days from and after said occurrence, to elect to terminate this Agreement, the Rent to be adjusted accordingly.
- 24.3 Notwithstanding any clause contained in this Section 24, if the damage is not covered by the City's insurance, then the City shall have no obligation to repair the damage, but the City shall advise Tenant in writing within thirty (30) days of the occurrence giving rise to the damage and of its decision not to repair, and the Tenant may, at any time thereafter, elect to terminate this Agreement, and the Rent shall be adjusted accordingly.
25. Quiet Enjoyment.
- Tenant shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenant complies with the terms of this Agreement.
26. Waiver.
- 26.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms, or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions, or options but the same shall continue and remain in full force and effect.
- 26.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- 26.3 The receipt of any sum paid by Tenant to the City after breach of any condition, covenant, term, or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered, and construed as payment for use and occupation, and not as Rent, unless such breach be expressly waived in writing by the City.

27. Notices.

The addresses for all notices required under this Agreement shall be as follows, or at such other address as either party shall be in writing, notify the other:

LANDLORD: City Manager  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139

With copy to: Division Director, Office of Real Estate  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139

TENANT: Steven Adkins, President  
MDGLCC Foundation, Inc.  
1130 Washington Avenue  
1<sup>st</sup> Floor North  
Miami Beach, FL 33139

All notices shall be hand delivered and a receipt requested, or by certified mail with Return receipt requested, and shall be effective upon receipt.

28. Entire and Binding Agreement.

This Agreement contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon the City and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Agreement.

29. Provisions Severable.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. Captions.

The captions contained herein are for the convenience and reference only and shall not be deemed a part of this Agreement or construed as in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

31. Number and Gender.

Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

32. Limitation of 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 Ten Thousand (\$10,000.00) Dollars. Tenant hereby expresses its willingness to enter into this Agreement with Tenant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Tenant hereby agrees that the City shall not be liable to Tenant for damage in an amount in excess of \$10,000.00 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 Florida Statutes, Section 768.28.

33. Surrender of the Demised Premises.

Tenant shall, on or before the last day of the Term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender, and yield upon to the City the Demised Premises, together with any and all equipment, fixtures, furnishings, appliances, or other personal property, if any, located at or on the Demised Premises and used by Tenant in the maintenance, management, or operation of the Demised Premises, excluding any trade fixtures or personal property, if any, which can be removed without material injury to the Demised Premises, free of all liens, claims, and encumbrances and rights of others or broom-clean, together with all structural changes, alterations, additions, and improvements which may have been made upon the Demised Premises, in good order, condition and repair, reasonable wear and tear excepted, subject, however, to the subsequent provisions of this Section. Any property which pursuant to the provisions of this Section is removable by Tenant on or at the Demised Premises upon the termination of this Agreement and is not so removed may, at the option of the City, be deemed abandoned by Tenant, and either may be retained by the City as its property or may be removed and disposed of at the sole cost of the Tenant in such manner as the City may see fit. If the Demised Premises and personal property, if any, be not surrendered at the end of the Term as provided in this Section, Tenant shall make good the City all damages which the City shall suffer by reason thereof, and shall indemnify and hold harmless the City against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of Tenant to surrender the Demised Premises as and when herein required.

34. Time is of the Essence.

Time is of the essence in every particular and particularly where the obligation to pay money is involved.

35. Venue.

This Agreement shall be deemed to have been made and shall be construed and interpreted 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 and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

**CITY AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT THE CITY AND TENANT MAY HEREINAFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

36. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

37. No Dangerous Materials.

Tenant agrees not to use or permit in the Demised Premises the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida. Any such substances or materials found within the Demised Premises shall be immediately removed.

Tenant shall indemnify and hold the City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Tenant of any "hazardous substance" or "petroleum products" on, in or upon the Demised Premises as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder. The provisions of this Section 37 shall survive the termination or earlier expiration of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties hereto have caused their names to be signed and their seals to be affixed, all as of this day and year first written above.

Attest:

**CITY OF MIAMI BEACH, FLORIDA**

\_\_\_\_\_  
RAFAEL E. GRANADO,  
CITY CLERK

\_\_\_\_\_  
DAN GELBER,  
MAYOR

Attest:

**MDGLCC FOUNDATION, INC.**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

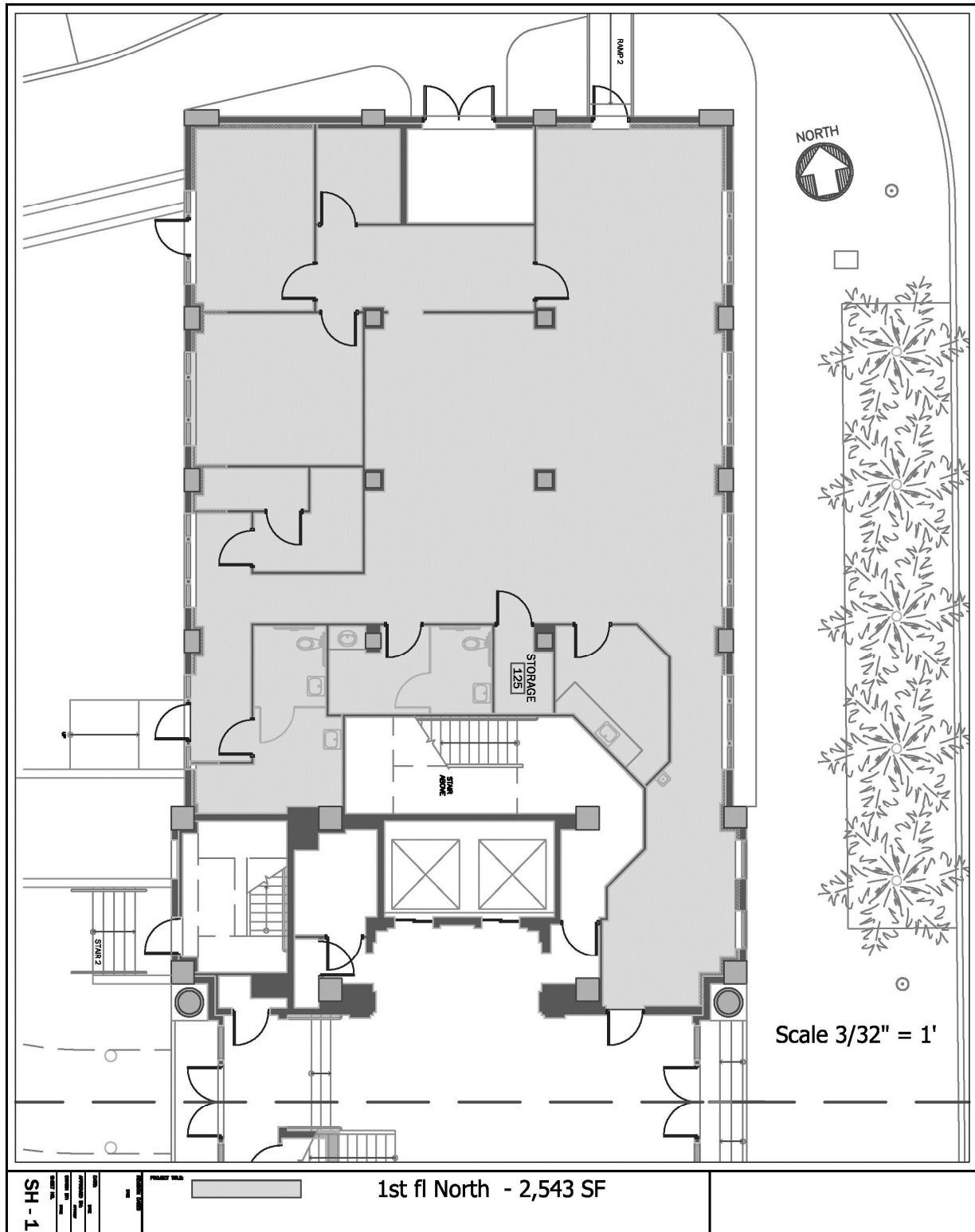
\_\_\_\_\_  
Jorge Richa

\_\_\_\_\_  
Steven N. Adkins

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# EXHIBIT A

## Demised Premises



# EXHIBIT B

## List of Public Services

- LGBT Visitor Center Services (open 7 days a week)
  - Hotel Reservations
  - Restaurant Referrals
  - Travel Advice
  - Tour Information & Bookings
  - Mapping and location services
  - LGBT Information
  - City of Miami Beach Activity Calendar
- Pink Flamingo Collateral Pick up
- Publication Pick up site
- High Speed - Internet Hot Spot
- SAFE SPACE location
- Trans SAFE SPACE location
- GMCVB Visitor Center Location
  - Kiosk Location
  - Publication distribution
- Computer usage
- GoGayMiami.com – LGBT & Community Service location
  - Meeting Space (Michael Aller Conference Room; Community Center space)
  - Art Gallery – Monthly LGBT & Allied artists

### City of Miami Beach Services (Referral Point)

- Homeless
- Discrimination
- Business Licenses
- Parking & Marriage Silences
- Mental Health issues

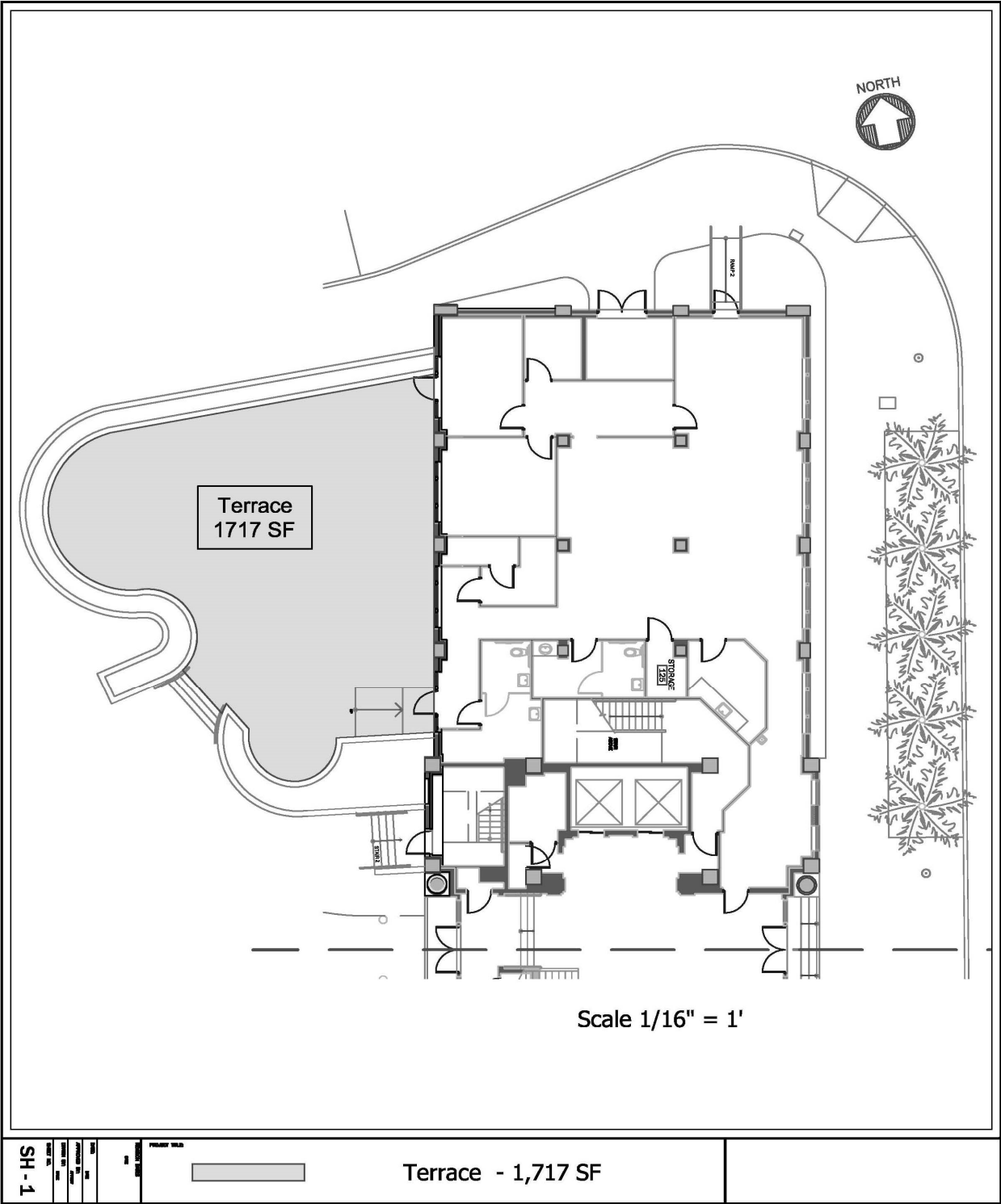
### Current Programming at LGBT Visitor Center

- Smart Recovery (Weekly)
- Crystal Meth Anonymous (Weekly)
- Tango (Weekly)
- Yoga (Weekly)
- HIV/AIDS/STD Testing (Daily)

### Intermittent Programming

- Pet Bereavement (Monthly)
- Miami-Dade Gay & Lesbian Chamber MDGLCC-U Programming (3x/month)
- Miami Beach Gay Pride – Monthly meetings; ramps up to daily during March/April
- Smart Ride Training Space (Seasonal for ride)
- Fertility Advisory Programming (Quarterly)
- Holigay Toy Drive (December)
- Winter Party (Ticketing location)
- White Party (Ticketing Location)
- Aqua Girl (Ticketing Location)
- Sizzle Miami (Info Center)
- Miami Beach Bruthaz (Info Center)
- GAY 8 (Transportation pick up point)
- GMCVB FAM Location (LGBT travel writers – 2x/year)
- Film Festivals (MIFF, Outshine, Brazilian, Italian) – Info Point
- MCIV Dignitary Training Location (Diversity programs)
- Wedding and Reception Location (seasonal)
- TransTrend (seasonal) for the Transgender Community

EXHIBIT C





# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 2018

SUBJECT: **DISCUSSION ON THE PROPOSED MOBILITY FEE PROGRAM**

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### **HISTORY:**

#### General Overview of Concurrency and Mobility Fee

The Florida Legislature has enacted a number of changes over the last several years that impact Growth Management and local government's ability to require that new development mitigate its impact to the transportation system. The State of Florida passed the Growth Management Act of 1985 that required all local governments in Florida to adopt Comprehensive Plans to guide future development. The Act mandated that adequate public facilities must be provided "concurrent" with the impacts of new development. State mandated "concurrency" was adopted to ensure the health, safety and general welfare of the public. The introduction of "transportation concurrency" focused on accommodating the travel demand from new development by adding roadway capacity through construction of new roads and the widening of existing roads. Transportation concurrency, while well intended, had the unintended consequence of driving development away from urban areas, where road capacity was unavailable or cost prohibitive to provide, to suburban and rural areas where road capacity was readily available or cheaper to construct. The State enacted several programs in the following decades to address these unintended consequences.

House Bill 319, otherwise known as the "Community Planning Act," was adopted by the Florida Legislature in 2013 and is the State's most recent approach to providing transportation facilities for new development. Among many other changes, the Community Planning Act established mobility fees, based on an adopted transportation mobility plan, as an alternative means by which local governments may allow development consistent with an adopted Comprehensive Plan to equitably mitigate its transportation impact. The intent of mobility fees is to eliminate transportation concurrency, proportionate share and impact fees and enact a streamlined, simplified mitigation mechanism whereby a development can mitigate its impact through a one-time payment.

In general, the foundations of a mobility fee are the mobility policies and projects integrated into a municipality's Comprehensive Plan. The mobility policies will need to include the establishment of a horizon year, mobility district(s) and, where applicable, multi-modal quality of service standards for a multi-modal transportation system and policies that articulate how those standards will be achieved. The standards are for planning purposes, not for regulating the timing or approval of development. A Mobility Plan or projects identified in a municipality's adopted Transportation Plan or in its Comprehensive Plan serve as the basis for the types of mobility projects to be provided within a municipality.

### Miami Beach Transportation Mitigation Overview

In 2000, the City adopted a Concurrency Fee Ordinance to assess and mitigate the transportation impacts of private developments on the City's roadway network. At that time, the Concurrency Fee Ordinance was premised on the City's Adopted 1999 Municipal Mobility Plan (MMP).

The City's Concurrency Fee is in essence an impact fee consisting of a cost per automobile vehicle trip that was based on the cost of all capacity improvements recommended in the 1999 MMP divided by the number of additional vehicular trips that could be accommodated by the recommended capacity improvements in the MMP, if implemented. As a requirement for a City building permit, all proposed developments were required to pay the capacity improvements in the MMP, if implemented. As a requirement for a City building permit, all proposed developments were required to pay the City a concurrency fee calculated as the product of the City's established cost per trip and the number of trips anticipated to be generated by the proposed development. Concurrency Fee revenues would then be used by the City to fund new capacity improvement projects recommended in the 1999 MMP as a means to mitigate the transportation impacts of new developments.

It is important to note that the City's Concurrency Fee was based on a vehicular-trip methodology as opposed to a multimodal or person-trip methodology and that the existing Concurrency Fee Ordinance does not provide for CPI increases to the fee to adjust for inflation over time. Additionally, the vast majority of projects recommended in the 1999 MMP Project Bank (found feasible) have been implemented over the past 18 years.

In April 2016, the City Commission adopted the City's 2016 Transportation Master Plan (TMP). The City's TMP Project Bank is based on the City's Adopted Modal Prioritization Strategy consisting of: pedestrians first; bicycles, transit, and freight second; and private vehicles third. As such, the City's TMP recommends over 150 multimodal projects intended to transition the City from a vehicular-based transportation system to a multimodal transportation system that focuses on pedestrian, bicycle, and transit trips to maximize the capacity of the roadway network and, ultimately, person through-put. The TMP is based on a 20-year horizon. Since the current TMP focuses on multimodal solutions, a traditional automobile/vehicle based concurrency system is NOT the best solution. A mobility fee is more representative of all forms of transportation.

As discussed above, state law allows counties and municipalities to charge and collect a concurrency fee to mitigate the transportation impacts of new developments; however, state law requires that there be a rational nexus between the concurrency fee being charged, the impacts of the new developments on the roadway network, and the implementation of improvements to mitigate the transportation impacts of the additional trips generated by new developments.

In order to continue charging a Concurrency Fee and prove rational nexus as required by State law, the City would need to update its existing concurrency fee to one that is based on the Adopted 2016 TMP.

More progressive cities have implemented or are moving towards a new transportation concurrency approach that assesses transportation impacts of vehicular trips generated by proposed developments based on both the length of the trips (i.e. vehicle miles traveled) and, hence, type of trip (local vs regional) rather than only on the number of vehicular trips anticipated to be generated by a development. This more progressive approach to transportation concurrency is referred to as a Mobility Fee Program, and several cities in Florida have already adopted these types of programs.

### **ANALYSIS:**

An overview of the process and approach to developing the proposed mobility fee for Miami Beach is described below, and also included in the attached presentation (Attachment).

### Mobility Fee Development Approach

Transportation in the City of Miami Beach has unique characteristics compared to other cities in Florida. Travel in Miami Beach is characterized by a high percentage of tourists, shorter trips, convenient public transportation, shuttle services, high availability of taxis, carpools, and ride share vehicles, higher propensity for biking and walking, availability of a robust bike sharing program, and limited to no free public parking - all factors that reduce the dependency on the private automobile and promote alternative modes of travel. Furthermore, City policies regarding prioritizing non-vehicular modes, creating pedestrian priority zones, and investing in greenways, shared-use paths, and protected bike lanes will help further reduce the reliance on the private vehicle for short trips.

Given the factors listed above, the proposed Mobility Fee Program was tailored to Miami Beach. First, travel demand growth was estimated using person-trips rather than only private vehicle trips. Second, the Mobility Fee share for each project listed in the TMP Project Bank was estimated based on whether the project is located on a state, county, or local roadway and the potential for other funding sources. Finally, a Mobility Fee Schedule was proposed for each land use category.

It is important to note that through the proposed Mobility Fee Program, neighborhood-supportive land uses generally associated with localized trips are incentivized, while land uses that induce regional trips, generally associated with large scale commercial developments, are disincentivized.

### Proposed Mobility Fee Schedule

A table of the proposed Mobility Fee Schedule for each land use category is included in Page 8 of the attached presentation. As shown in the table, the fees would apply citywide. The developed mobility fees were reviewed for reasonableness in the context of the existing concurrency fee schedule.

A table comparing the existing Concurrency Fee charges with the proposed Mobility Fee charges is included in Page 9 of the attached presentation. This table also calculated what the Concurrency Fee would be at the present time, if adjusted by the CPI. Similar to the existing Concurrency Fee Program, Mobility Fees would be charged for new developments and changes of use. In the case of changes of use, credits would be applied for the existing uses.

An important distinction to make is that under the City's existing Concurrency Fee Program, single family homes are exempted. However, under the proposed Mobility Fee Program, some single family homes would be charged a one-time fee for additions/expansions given that the increase in square footage would have an impact on local trips. Since larger homes tend to generate more traffic due to maintenance and housekeeping staff, as well as larger families. A single family home would not be charged a mobility fee unless the overall square footage of the home, including the expansion, exceeds 3,500 SF. Beyond that, a tiered fee structure would apply wherein fees would be charged for homes that are expanded to exceed 3,500 SF up to 7,000 SF; and a higher fee would be charged for homes expanded above 7,000 SF. In both tiers, the mobility fee would apply only to the square footage increase of the home (i.e. a credit would be applied to the existing square footage of the single family home).

In total, the new Mobility Fee is estimated to generate approximately \$126,878,500 in revenues over a 20-year period. The revenues would be used by the City to implement multimodal projects recommended in the Adopted 2016 Transportation Master Plan over a 20-year horizon. The total cost of all projects in the TMP Project Bank is approximately \$902 million, thus, the revenues generated by the Mobility Fee over a 20-year period are anticipated to cover approximately 14.1% of the total project costs of all Priority I, II, and III projects in the Transportation Master Plan Project Bank. The balance of the project costs would be funded through Federal, State, and/or County sources, grants, and other City sources.

### Mobility Fee Uses

The Mobility Fee funds would be used by the City to plan, design, and construct numerous transportation improvement projects, including shared-use paths, bicycle lanes, transit lanes, intermodal facilities, pedestrian safety and connectivity enhancements, neighborhood greenways, pedestrian priority zones, complete streets, traffic signalization improvements, and various intersection/roadway improvements to improve traffic safety and increase capacity.

### **CONCLUSION:**

In addition to meeting the requirements of state law, implementing a new and more progressive Mobility Fee Program to replace the City's existing Concurrency Fee Program will better assess the transportation impacts of new developments and provide funding for the implementation of the TMP Multimodal Project Bank over a 20-year horizon. Further, it will help the City achieve its future mode share goals of reducing private automobile trips and increasing pedestrian, bicycle, and transit trips, thereby improving mobility for all modes of transportation citywide.

The Administration is seeking recommendation from the Finance and Citywide Projects Committee on the proposed mobility fee.

### **ATTACHMENTS:**

Description	Type
□ Mobility Fee Presentation	Other

# Mobility Fee

## MIAMIBEACH



# General Mobility Fee and Plan Elements

- Authorized Florida House Bill 319 – “Community Planning Act”
- Replace Transportation Concurrency and Concurrency Fees.
- Review Existing Multi-Modal Criteria.
- Review Adopted 2016 Transportation Master Plan
- Evaluate future traffic demands based on land uses or travel demand model.
- Identify planned Multi-Modal Projects with cost.
- Calculate land use impact.
- Calculate Mobility Fee Rate.
- Create Mobility Fee as a one-time “pay & go” mitigation strategy.

# Municipalities with Mobility Fees

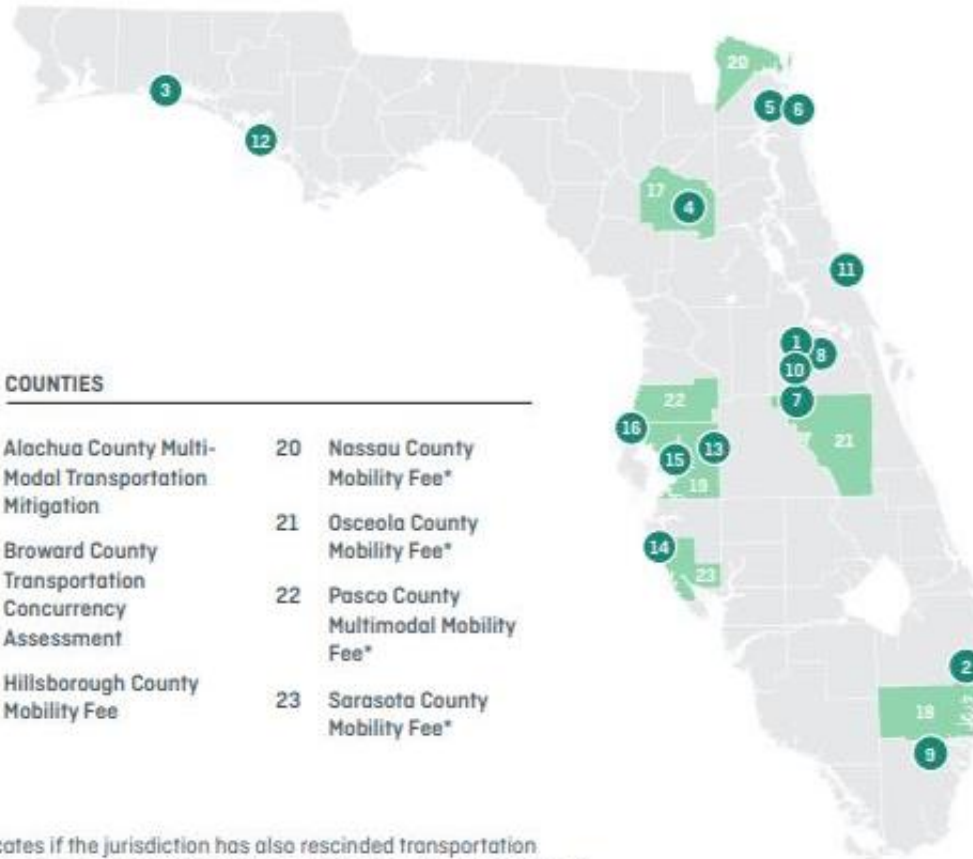
## CITIES

- 1 Altamonte Springs Mobility Fee
- 2 Boca Raton Planned Mobility Developments
- 3 Destin Multimodal Transportation District (MMTD)
- 4 Gainesville Transportation Mobility Program\*
- 5 Jacksonville Mobility Fee
- 6 Jacksonville Beach Mobility Fee\*
- 7 Kissimmee Mobility Fee\*
- 8 Maitland Mobility Fee\*
- 9 Miami Lakes Mobility Fee
- 10 Orlando Multimodal Transportation Impact Fee
- 11 Ormond Beach Mobility Fee
- 12 Panama City Mobility Fee
- 13 Plant City Transportation Mobility Fee\*
- 14 Sarasota Multimodal Fee
- 15 Tampa Multimodal Impact Fee
- 16 Tarpon Springs MMTD

## COUNTIES

- |   |  |
|---|--|
| 17 Alachua County Multi-Modal Transportation Mitigation | 20 Nassau County Mobility Fee*           |
| 18 Broward County Transportation Concurrency Assessment | 21 Osceola County Mobility Fee*          |
| 19 Hillsborough County Mobility Fee                     | 22 Pasco County Multimodal Mobility Fee* |
|   | 23 Sarasota County Mobility Fee*         |

\* indicates if the jurisdiction has also rescinded transportation concurrency in their Comprehensive Plan, as provided by the Florida Department of Economic Opportunity (4/2016)



*Miami-Dade County is issuing a solicitation for consultants to undertake a Mobility Fee Study this year.*

# General Mobility Fee Benefits

- **Promotes local trips over regional trips by charging more for longer trips**
- Eliminate Concurrency Fees & Uncertainty in Calculation
  - Proposal relates fee to BTR Categories for Transparency
- One-Time Transparent Mitigation Strategy
- Proposed Unified Fee District for Increased Flexibility
- Allows for Funds to be spent on:
  - Sidewalks & Trails
  - Bike Lanes
  - Transit Capital
  - Roadway Improvements
- Anticipated to cover 13.5% of Priority I, II, and III Projects in Transportation Master Plan Projects (\$121,795,400) – majority of balance is anticipated to be covered by County, federal and state funding
- Goes hand-in-hand with providing mobility in-light of reduced parking requirements and single-occupancy vehicle use.

# Current Concurrency Fee

- Concurrency Fee is based on Trips generated by new development or change of use.
- Credit is provided for Trips generated by previous use
- Fee is based on the ***City of Miami Beach 1999 Municipal Mobility Plan***
  - If Mobility Fee is not updated, the Concurrency Fee must be updated since the 1999 Plan has been replaced by the ***2016 Transportation Master Plan***.

# Current Concurrency Fee

- Set by the City Commission on April 12, 2000 (Resolution No. 2000-23874)
  - **North Beach** - \$1,841.54 / Trip
  - **Middle Beach** - \$2,783.30 / Trip
  - **South Beach** - \$2,015.16 / Trip
- **Contains NO Consumer Price Index (CPI) Adjustment**
- Trips are calculated pursuant to the *Institute of Traffic Engineers – Trip Generation Handbook*.



# 2016 Transportation Master Plan

- Based on 2015 adopted mode share goals:



PEDESTRIANS

1



TRANSIT



BICYCLISTS

2



FREIGHT



PRIVATE VEHICLES

3

- Adopted in April 2016.
- Identifies multi-modal improvements citywide.
- Prioritizes throughput of people rather than cars.
- Miami Beach was the second community in the nation to utilize this approach.
- See the next slide for how this concept applies to Washington Avenue

# Washington Avenue Corridor Mode Analysis



Approximately 2,000 people walk on this roadway at a typical location. Sidewalks widths in both directions range from



Bus routes utilizing this roadway carry as many as 7,500 people daily. Buses currently share roadway with personal vehicles.



As much as 31,000 people drive their personal vehicles on this roadway daily. Two general use lanes in each direction of the roadway.



Approximately 200 people bike on this roadway at a typical location. There are no dedicated bicycle lanes on this roadway, bicyclist share roadway with personal vehicles.

Existing Person Throughput per Lane				Potential Person Throughput per Lane			
AADT	Persons/Daily	# of GU Lanes	Persons/Lane/Daily	# of Dedicated Lanes	Vehicle Capacity	Vehicles/Hour	Persons/Lane/Day
25,500	30,600	4	7,650	1	75	20	15,000

# Proposed Mobility Fee

Mobility Fee Schedule Category/Land Use Type	Unit of Measure	Mobility Fee
<b>Residential<sup>1</sup></b>		
Single Family less than 3,500 sq. ft. of floor area	Per Unit	\$1,771
Single Family between 3,500 and 7,000 sq. ft. of floor area	Per Unit	\$2,358
Single Family greater than 7,000 sq. ft. of floor area	Per Unit	\$2,949
Multi Family Apartments	Per Unit	\$1,452
Affordable / Workforce Housing / Micro Apartments	Per Unit	\$727
<b>Recreation &amp; Entertainment</b>		
Marina (Including dry storage)	Per Berth	\$295
Golf Course	Per Hole	\$3,720
Movie Theater	Per Screen	\$21,876
Outdoor Commercial Recreation <sup>2</sup>	Per Acre	\$1,753
Community Center / Civic / Gallery / Lodge / Museum	Per sq. ft.	\$2
Indoor Commercial Recreation / Health Club / Fitness	Per sq. ft.	\$4.35
<b>Institutional</b>		
Continuing Care Facility / Nursing Home / Memory Care / Congregate Care Facility / Assisted / Independent Living	Per Bed	\$709
Private School (Pre K-12)	Per sq. ft.	\$2.00
Place of Worship, including ancillary & accessory buildings	Per sq. ft.	\$1.70
Day Care Center	Per sq. ft.	\$3.70
<b>Industrial</b>		
Warehousing / Manufacturing / Industrial / Production (under roof)	Per sq. ft.	\$1.47
Mini-Warehousing / Boat / RVs & Other Outdoor Storage <sup>3</sup>	Per sq. ft.	\$0.45
Distribution / Fulfillment Center / Package Delivery Hub	Per sq. ft.	\$2.05
<b>Office</b>		
General Office / Research / Higher Education / Financial / Bank	Per sq. ft.	\$3.20
Medical / Dental / Clinic / Veterinary / Hospital	Per sq. ft.	\$7.29

Mobility Fee Schedule Category/Land Use Type	Unit of Measure	Mobility Fee
<b>Service / Retail / Non-Residential</b>		
Retail Sales / Personal and Business Services <sup>4</sup>	Per sq. ft.	\$9.69
Pharmacy / Dispensary / Pain Management Clinic	Per sq. ft.	\$14.76
Supermarket	Per sq. ft.	\$15.69
Takeout Restaurant with no seating <sup>5</sup>	Per sq. ft.	\$10.61
Restaurant with seating <sup>5</sup>	Per Seat	\$841
Restaurant drive-thru <sup>5</sup>	Per drive-thru	\$8,732
Bar / Night Club / Pub without food service <sup>4</sup>	Per sq. ft.	\$25.04
Motor Vehicle & Boat Sales / Service / Repair / Cleaning / Parts	Per sq. ft.	\$6.00
Hotel / Lodging <sup>6</sup>	Per Room	\$1,649
Convenience Retail <sup>7</sup>	Per sq. ft.	\$18.67
Motor Vehicle Fueling	Per Fuel Position	\$6,147
Bank Drive-Thru Lane, Stand Alone ATM or ATM Drive-Thru Lane <sup>8</sup>	Per drive thru lane and / or Per ATM	\$11,665
<sup>1</sup> Floor area is based on heated and/or cooled area and areas determined by building official to be habitable		
<sup>2</sup> The sq. ft. for any buildings or structure shall not be excluded from the acreage		
<sup>3</sup> Acreage for any unenclosed material and vehicle storage shall be converted to sq. ft.		
<sup>4</sup> Areas under canopy for seating, display, storage and sales shall be converted to sq.ft.		
<sup>5</sup> Separate fees are associated with any drive-thru lane(s) associated with a restaurant.		
<sup>6</sup> Restaurant / Bar / Night Club and/or retail sales, that are not exclusive to hotel guest only, shall be calculated based on the separate applicable Land Use Classification		
<sup>7</sup> Convenience Retail rates are separate from the fee due for vehicle fueling positions. Rates per vehicle fueling position also apply to gas stations and service stations with fuel pumps. The fee for any restaurant square footage, seating or drive-thru in a convenience store will be based on the individual fee rate for the land use, not the convenience store rate		
<sup>8</sup> Bank building square footage falls under office and is an additive fee beyond the fee due for bank/ATM drive-thru lanes or free standing ATM's. These rates are per drive-thru lane for the bank and per drive-thru lane with an ATM. The free standing ATM is for an ATM only and not an ATM within or part of another non-financial building, such as an ATM within a grocery store		

# Concurrency Fee vs. Mobility Fee

## *Comparison of Like Uses*

Use	Units	Current Transportation Concurrency Fees (Set in 2001)				Average IF CPI increase had been applied since 2001	Proposed Mobility Fee
		South Beach	Mid Beach	North Beach	Average		
Single Family Homes <3,500 SF	Unit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,771.00
Single Family Homes >3,000 SF<7,000 SF	Unit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,358.00
Single Family Homes >7,000 SF	Unit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,949.00
Multifamily Residential	Unit	\$ 864.86	\$ 1,193.91	\$ 789.79	\$ 949.52	\$ 1,314.10	\$ 1,452.00
Hotel	Room	\$ 820.51	\$ 1,132.68	\$ 749.29	\$ 900.83	\$ 1,246.71	\$ 1,649.00
Restaurant	Seats	\$ 454.61	\$ 627.57	\$ 415.15	\$ 499.11	\$ 690.75	\$ 841.00
Retail	SF	\$ 5.57	\$ 7.68	\$ 5.08	\$ 6.11	\$ 8.46	\$ 9.69
General Office	SF	\$ 1.65	\$ 2.28	\$ 1.51	\$ 1.81	\$ 2.51	\$ 3.20
Medical Office	SF	\$ 4.73	\$ 6.54	\$ 4.32	\$ 5.20	\$ 7.19	\$ 7.29
Storage Warehouse	SF	\$ 0.32	\$ 0.44	\$ 0.29	\$ 0.35	\$ 0.48	\$ 0.45
Supermarket	SF	\$ 9.28	\$ 12.81	\$ 8.48	\$ 10.19	\$ 14.10	\$ 15.69
Bar	SF	\$ 17.18	\$ 23.71	\$ 15.68	\$ 18.86	\$ 26.10	\$ 25.04
College	SF	\$ 2.93	\$ 4.04	\$ 2.67	\$ 3.21	\$ 4.45	\$ 3.20
Health Club	SF	\$ 4.50	\$ 6.21	\$ 4.11	\$ 4.94	\$ 6.84	\$ 4.35
Day Care	SF	\$ 15.25	\$ 21.05	\$ 13.92	\$ 16.74	\$ 23.17	\$ 3.70
ALF	Bed	\$ 410.26	\$ 566.34	\$ 374.64	\$ 450.41	\$ 623.36	\$ 709.00
Gas Station	Pump	\$ 16,099.78	\$ 22,225.04	\$ 14,702.23	\$ 17,675.68	\$ 24,462.51	\$ 6,147.00
Synagogue	SF	\$ 1.87	\$ 2.59	\$ 1.71	\$ 2.06	\$ 2.85	\$ 1.70
Museum	SF	\$ 0.20	\$ 0.28	\$ 0.18	\$ 0.22	\$ 0.30	\$ 2.00
Auto Care	SF	\$ 3.89	\$ 5.37	\$ 3.55	\$ 4.27	\$ 5.91	\$ 6.00

# Sample Calculation

- **5,383 SF of Retail to 218 Seat Restaurant on 41 Street**
  - **Current Concurrency Fee:**
    - *New Use: 218 Seat Restaurant @ 0.41 PH Trips/Seat = **89.38 PH Trips***
    - *Current Use: 5,383 SF Retail @ 5.02 PH Trips/1,000 SF = **27.02 PH Trips***
    - *Additional Trips: 89.38 PH Trips – 27.02 PH Trips = 62.36 PH Trips*
      - *Reduction for Proximity to Transit = 15%*
      - *Reduction for Pass-By Trips = 30%*
      - *Total Reduction = 45%*
      - *Net New PH Trips Generated = 34.30 PH Trips*
    - ***Total Fee:** 34.30 PH Trips x \$2,783/Trip = **\$95,447.26***
    - ***Total Fee IF there were CPI Adjustments:** \$95,447.26 + 38.40% (CPI since 2001) = **\$132,095.56***
  - **Proposed Mobility Fee:**
    - *New Use: 218 Seat Restaurant @ \$841/Seat = **\$183,338.00***
    - *Existing Use: 5,383 SF Retail @ \$9.69/SF = **\$52,161.27***
    - ***Total Fee:** \$183,338.00 - \$52,161.27 = **\$131,176.73***



# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 2018

SUBJECT: **DISCUSSION REGARDING ESTABLISHING A HISTORIC PRESERVATION FUND**

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**ANALYSIS:**

Item deferred to the October 26, 2018 FCWPC meeting.

**ATTACHMENTS:**

Description	Type
☐ Commission Referral C4O	Memo

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Commissioner Ricky Arriola  
DATE: April 11, 2018

SUBJECT: REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE AND THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO DISCUSS ESTABLISHING A HISTORIC PRESERVATION FUND.

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### ANALYSIS

Please place this item on the April 11, 2017 City Commission agenda.

The North Beach Master Plan was adopted by the City Commission on October 19, 2016. The plan highlighted five big ideas to revitalize North Beach: 1) create a Town Center; 2) provide more mobility options; 3) protect and enhance neighborhoods; 4) better utilize public lands; and 5) build to last.

To advance the idea of protecting and enhancing neighborhoods, the North Beach Master Plan recommended the creation of a historic preservation fund (HPF). Many cities throughout the United States have a HPF in place that acts as a grant or loan program to help homeowners renovate and repair their historic properties by fixing things like doors, windows, balconies, siding, chipped paint, etc. Attached are the historic preservation programs of a few cities like Tampa, Louisville, and Knoxville.

I ask the Land Use & Development Committee and the Finance & Citywide Projects Committee to discuss establishing and financing a Historic Preservation Fund (HPF) to further the idea of protecting and enhancing neighborhoods in North Beach. I further request that if a HPF is established for North Beach and after a period of time is found to be successful, it should be expanded and implemented citywide.

The Miami Design Preservation League (MDPL), Miami Beach United (MBU), and Historic Preservation Board (HPB) should be consulted throughout this process to determine the parameters of the program.

### Legislative Tracking

Commissioner Ricky Arriola

### ATTACHMENTS:

Description

- ▣ Tampa - HP Trust Fund
- ▣ Louisville - HP Fund
- ▣ Knoxville - RFP for Historic Building Improvements



## **Interstate Historic Preservation Trust Fund Loan Program**

**A Revolving Loan Program for Historic Districts Impacted by Interstate Construction**

### **PROCEDURES AND STANDARDS**

#### **Interstate Historic Preservation Trust Fund Loan Program (Program)**

##### **Mission**

The mission of the Interstate Historic Preservation Trust Fund (Trust Fund) is to accelerate the exterior historic preservation of properties in the National Register Historic Districts of Ybor City, Tampa Heights, and West Tampa.

##### **Goal**

To enable the owners of historic properties within the National Register Historic Districts of Ybor City, Tampa Heights, and West Tampa to preserve the character and structure of those historic properties by providing exterior preservation funds for eligible owners and projects.

##### **Application Deadline**

Applications will be received through the Purchasing Department until **3:00 p.m. (EDT), March 28, 2018**. Applications received after the submission deadline will not be considered. Applications may be mailed, express mailed, or hand delivered to:

**City of Tampa Purchasing Department  
Bid Control Division  
306 E. Jackson, St., 2<sup>nd</sup> Floor  
Tampa, FL 33602**

##### **Review Process**

The City of Tampa evaluates all applications on a competitive basis. The Interstate Historic Preservation Trust Advisory Committee (Advisory Committee) will advise the Mayor of Tampa and Tampa City Council on the allocation of the funds available for distribution.

##### **Application Procedure**

- a) Applications may be submitted by property owners, not-for-profit organizations, together with cities, counties, or other units of local government.
- b) Interested applicants shall obtain an application for assistance under the Trust Fund from the City of Tampa Historic Preservation Division. The Historic Preservation Division shall determine eligibility of the project under the requirements of the Trust Fund. When a project is determined to be eligible, the property owner will be referred to the City of Tampa Housing and Community Development Division (HCD) for financial review and underwriting. Following the timely receipt of the **TRUST FUND APPLICATION (EXHIBITS A-G)**, and verification of applicant eligibility to participate in the Interstate Historic Preservation Trust Fund Loan Program (Program), the application submissions will be scheduled before the Advisory Committee for consideration. If an application is successful, the

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## Interstate Historic Preservation Trust Fund Loan Program

A Revolving Loan Program for Historic Districts Impacted by Interstate Construction

applicant will then be offered a loan to be secured by the applicant's historic property. Applicants are not required to accept a loan because they submit an application or have Program funds allocated to them. Loans are made without regard to race, color, religion, national origin, sex, handicap, or familial status.

The City of Tampa reserves the right to reject any and all applications with or without cause, waive any informality of any application, cancel the application cycle, and make all awards in the best interest of the City and the Interstate Historic Preservation Trust Fund.

### **Eligibility Requirements** (all of the following eligibility requirements must be met)

- Applications that have a funding deficit are ineligible for consideration. The total project budget must be covered by total funding sources, as evidenced by a completed **PROJECT FINANCIAL PLAN WORKSHEET (EXHIBIT B)** of the application. Applicants must provide proof of funding sources including owner funds being utilized in the project.
- Financing must have been sought and attempted through an institutional lender. All sources are to be indicated on **FINANCING DUE DILIGENCE WORKSHEET (EXHIBIT C)**. Applicants must provide **an outcome letter** from each conventional funding source.
- Located in the National Register Historic Districts of Ybor City, Tampa Heights, or West Tampa and constructed more than seventy-five (75) years prior to the date of the application.
- All exterior work included in the application adheres to the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties.
- Funds cannot be used for acquiring property.
- Does not include interior rehabilitation or restoration except for electrical, mechanical and plumbing improvements necessary for proper preservation and/or exterior improvements to the structure. A minimum of 50% of the funds are required to be spent on exterior restoration, rehabilitation and reconstruction of architectural details.
- Work identified in the scope of the project in the application has not been initiated.

### **Evaluation Criteria for Application**

*The Advisory Committee will utilize the following criteria to evaluate and rank each eligible project received in the application cycle. The Advisory Committee will evaluate and rank each application based, in general, upon the selection criteria identified below and the extent to which the project fulfills the mission of the Trust Fund. It is the responsibility of the applicant to demonstrate clearly within the application that the project addresses the evaluation criteria. The criteria that will be used as a general guide to evaluate and rank the application include, but are not limited to, the following:*

- Catalyst for historic preservation projects in the immediate vicinity.
- Project alleviates or prevents endangerment of historic property.
- Importance of the structure as to its historic and/or architectural significance. For example, a contributing structure in an historic district will rank higher than a non-contributing structure.
- Qualifications of the applicant and/or professionals composing the project team.





## **Interstate Historic Preservation Trust Fund Loan Program**

**A Revolving Loan Program for Historic Districts Impacted by Interstate Construction**

- Financial Commitments: Applicant has identified the monetary scope of the project and has sought conventional sources of funding and/or has pledged personal/corporate funds to initiate and complete the project for which Trust Fund monies are sought. Applicant shall provide documentary evidence of all funding sources necessary to complete the project except for the funding source being sought through a grant application. Personal financial commitment will rank higher than applications that do not include a personal financial commitment. Applications with a shorter loan term being requested will rank higher than applications for projects of similar scope, but with a longer loan term being requested. Applications that have a funding deficit are ineligible for consideration.

### **Eligible Activities Which May Be Funded in Order of Priority**

- Structural Stabilization or relocation of an eligible structure
- Exterior restoration, rehabilitation, or reconstruction of architectural details.
- Mothballing
- Electrical, mechanical and plumbing improvements necessary for proper preservation and/or exterior improvements to the structure.
- Soft costs (architectural or engineering) when included as part of scope of stabilization, mothballing, restoration or reconstruction project.
- Minor additions for contemporary adaptation of buildings.

### **Program Requirements**

- a) Eligible property owners may receive funding through the Trust Fund loan program only once per calendar year per property folio number. Subsequent applications to the Trust Fund must encompass a different project for which the funds are being sought, but may be applied to the same property folio number.
- b) Applicants can request a maximum loan amount of \$200,000.00.
- c) A property owner is limited to a maximum of \$400,000.00 in total funding through the Trust Fund per property folio number for a period of ten years.
- d) Applicants must attach a commitment letter to evidence each funding source listed in **PROJECT FINANCIAL PLAN WORKSHEET (EXHIBIT B)**. The Total Costs of Project must be covered by the Total Project Funding. The loan amount requested shall not exceed the cost of the approved work. Applications that have a funding deficit are ineligible for consideration.
- e) Conventional financing must have been sought and attempted through an institutional lender. Source to be indicated on **PROJECT FINANCIAL PLAN WORKSHEET (EXHIBIT B)**, in order to qualify for a Trust Fund loan. Applicants must provide **an outcome letter from each** conventional funding source.
- f) Loan recipients are required to commence construction of the Project within three months of the disbursement date of the loan and be completed within one year from the date of disbursement of the loan.
- g) A minimum of 50% of the loan award is required to be spent on exterior restoration, rehabilitation



## **Interstate Historic Preservation Trust Fund Loan Program**

**A Revolving Loan Program for Historic Districts Impacted by Interstate Construction**

and reconstruction of architectural details.

- h) A maximum of 10% of the loan award may be applied to soft costs.
- i) Approval of the Project plans by City of Tampa Historic Preservation staff is required prior to initiation of the approved Project. Applicants that initiate or complete the Project work without prior approval of the Project plans will be disqualified from receiving a Trust Fund loan.
- j) The property must be in compliance with all City of Tampa codes.

### **Loan Underwriting Requirements**

- a) An applicant must have the capacity to repay the loan under the requirements of the Trust Fund as set out in this policy. Applications will be evaluated based on credit and financial analysis of the applicant. Past performance or similar projects may be considered for this purpose.
- b) Debt Ratio: The applicant's total monthly debt to income ratio shall not exceed 50%. The Advisory Committee may make case by case exceptions with consideration of compensating factors.
- c) Credit Report: Credit history shall be reviewed by HCD to determine how the applicant has handled prior obligations. No loan shall be granted in the event that there are judgments or other liens, other than mortgage liens, encumbering the property.
- d) All ad valorem taxes on property owned by the applicant within the City of Tampa must be current.
- e) Property title must be clear with the exception of mortgage liens. HCD shall obtain a title binder prior to loan approval. Lender's Title Insurance must be obtained for all loans from the Trust Fund to protect the lender's interest in the property should a problem with title arise.
- f) Fund verification requires asset statements of at least six consecutive months.
- g) A property survey, no more than ten years old for same structure on survey, shall be provided.
- h) Total Encumbrances: In some cases the property may become over-encumbered when the Trust Fund loan is considered. In this event, the Trust Fund will consider this when determining the repayment period.
- i) When the project owner is a for-profit corporation, the Trust Fund shall require that a principal of that organization personally guarantee the mortgage.
- j) An appraisal of the property, to be paid for at the applicant's expense, may be requested by the Advisory Committee, at its discretion.

### **Loan Terms**

- a) Loans from the Trust Fund may not exceed \$200,000.00 per eligible project.
- b) The loan amount shall not exceed the cost of the approved work plus approved closing costs.
- c) The loan's repayment period will be based on the use of the property and the amount of the loan.
  - 1. If the loan amount is less than or equal to \$10,000.00, the repayment period shall be no longer than five (5) years.
  - 2. If the loan amount is more than \$10,000.00, the repayment period shall be based as follows:
    - i. For loans where the property use involves an owner-occupied, single family dwellings (or other program-eligible personal, family, or household uses) the repayment period shall be no longer than twenty (20) years.



## **Interstate Historic Preservation Trust Fund Loan Program**

**A Revolving Loan Program for Historic Districts Impacted by Interstate Construction**

- ii. For all other program-eligible property uses (for example commercial or business uses), the loan type shall be a balloon mortgage consisting of a 5-year payment period with a 20-year amortization. The loan will come due at the end of the 5-year period at which time the applicant may then seek conventional or other financing to fully payoff the Trust Fund loan.
- d) The interest rate for all loans is discounted from the U.S. Prime Rate by 1% and is established by the Program administrator basing the calculation on the U.S. Prime Rate for the day which the application cycle is advertised. For the application cycle of **March 28, 2018**, the interest rate is **2.5%**. If the loan amount is more than \$10,000.00, it will be interest-only for the first six (6) months.

### **Representative Repayment Terms For Owner-Occupied Single Family Dwellings (or other personal, family, or household Program-eligible purposes) During the Application Cycle Commencing 12/4/2017:**

- i. Example where the loan amount is less than or equal to \$10,000.00:  
A loan of \$10,000.00 for four (4) years at 6.067% annual percentage rate (APR) will have a monthly payment of \$219.14. The payment does not include taxes or insurance and the actual payment obligation will be higher. Your actual payment may also vary based on amount, term, taxes and insurance and other factors. All loans are subject to approval and eligibility requirements.
- ii. Example where the loan amount is more than \$10,000.00:  
A loan of \$200,000.00 for twenty (20) years at 2.540% annual percentage rate (APR) will have a monthly payment of \$1,080.77 (Month 1-Year 20). Taxes and insurance not included and the actual payment obligation will be higher. Actual payment may also vary based on amount, term, taxes and insurance and other factors. All loans are subject to approval and eligibility requirements.

- e) No down payment is required at closing.
- f) Servicing of loans shall be carried out by contractor(s) engaged by the City of Tampa. A servicing fee applies, estimated at \$65.00.
- g) Escrow accounts shall be established and administered by contractor(s) engaged by the City of Tampa. An initial set-up fee applies, estimated at \$25.00. Draw amounts are limited to 20% of the total amount of the loan and will not be issued on delinquent accounts. A maximum of five (5) draws are allowed. Transfer fees apply, estimated at \$15.00 per draw.
- h) In the event that the mortgagee requests changes to the original loan terms once approved, including refinancing, subordination of priority, or any other action requiring reconsideration by the Advisory Committee, a processing fee of \$300.00, in addition to all related fees, will be assessed prior to processing. Approval of the request is not guaranteed and fees are non-refundable in the event that the request is not granted.
- i) If an historic property securing a Program loan is sold, the Program loan will be repaid at the time the sale is closed.

### **Emergency Funding Requests**

In the event that an emergency situation occurs that poses an immediate threat to, or has resulted in the serious damage of, a historic building located in an eligible National Register District, a property owner may apply for emergency funding, in the form of a low-interest loan, through the Trust Fund loan program regardless of the application deadline. The Advisory Committee will determine if the scope of the application qualifies as an emergency situation and whether to authorize an emergency loan. The



## **Interstate Historic Preservation Trust Fund Loan Program**

**A Revolving Loan Program for Historic Districts Impacted by Interstate Construction**

established Trust Fund loan program *Procedures and Standards* will otherwise remain applicable. Emergency loans will be made exclusively for the interim stabilization of a historic property and are not available for a comprehensive rehabilitation project unless otherwise determined to be necessary to the general preservation of the historic building. An application for an emergency loan will be deemed ineligible in the event that the Advisory Committee determines, in its sole discretion, that the property owner has compromised the integrity of the subject building or structure through intentional or willful neglect or misconduct.

For applications requesting an emergency loan, the Advisory Committee may:

1. Require that the applicant disclose the scope of protection provided under all contracts of property insurance and submit copies of the current insurance policies related to the subject property (i.e., property loss, fire, extended coverages, limitations and riders); and
2. Require that the applicant and the City of Tampa enter into an agreement that requires immediate repayment of the emergency loan upon receipt of proceeds from any and all property insurance policies in effect that relate to the subject property; and
3. At its sole discretion, determine an appropriate period for repayment of the emergency loan when unique circumstances exist that warrant an extension; and
4. At its sole discretion, determine the appropriate scope of work that is necessary to eliminate the threat and damages to the historic building for which the emergency loan is requested.

### **Compliance with the City of Tampa Ethics Code**

The applicant shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code, which is available on the City's website (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522). Moreover, each applicant to the Interstate Historic Preservation Trust Fund Loan Program acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d)).

Please note that the City's Ethics Code may be accessed on the Internet through the following website:  
[www.tampagov.net](http://www.tampagov.net)

Tampa's municipal codes are published online by the Municipal Code Corporation. Printed copies of the Ethics Code can be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.



## **Historic Preservation Fund**

### **Application and Information**

(Revised October 2009)



## **Guidelines**

The City of Louisville's Historic Preservation Fund (HPF) and is intended to help retain the character of Historic Old Town Louisville by promoting the preservation and rehabilitation of historic resources. A complete application for assistance from the HPF will consist of an application form, historic information about the property, photographs, a contractor bid (if applicable), and information about the source of any matching funds.

### **Staff contact:**

Sean McCartney, Principal Planner  
749 Main St.  
Louisville, CO 80027  
(303) 335-4591  
[seanm@louisvilleco.gov](mailto:seanm@louisvilleco.gov)

### **Submit all applications to:**

Historic Preservation Fund  
City of Louisville  
749 Main St.  
Louisville, CO 80027

### **For more information**

- 1) Louisville Municipal Code §3.20.605.C, available at <http://www.louisvilleco.gov>
- 2) City Council Resolution No. 20, Series 2009
- 3) Historic Preservation Commission website:  
<http://www.louisvilleco.gov/GOVERNMENT/BoardsCommissions/HistoricPreservationCommission/tabid/260/Default.aspx>

### **Deadlines**

There are no application deadlines. Applications will be considered as they are received, but they are subject to the availability of funds in any given year.

### **Priorities and Matching Funds and Other Incentives**

According to §3.d of City Council Resolution No. 20, Series 2009, priority for incentives shall be given to loans, then rebates, then grants. You may wish to structure your requests accordingly to maximize your chances of a success

Matching funds are not required. However, applications which demonstrate the availability of matching funds from any source, including but not limited to the State Historical Fund, other grants, or private funding, may be viewed more favorably.

### **Eligible Applicants**

Any owner of a historic resource or resource that helps to define the character of Historic Old Town Louisville (see map in Appendix A) is eligible to apply to the HPF. "Resources" include,

but are not limited to, primary structures, accessory structures, outbuildings, fences, existing or historical landscaping, archaeological sites, and architectural elements of structures.<sup>1</sup>

Owners of property in Historic Old Town Louisville which will experience new construction may also be awarded grants to preserve the character of Historic Old Town. The purpose of these incentives is to limit mass, scale, and number of stories, to preserve setbacks, to preserve pedestrian walkways between buildings, and to utilize materials typical of historic buildings, above mandatory requirements.<sup>2</sup>

### **Landmarking/Grant of Easements**

As required by Ballot issue 2A, 2008 and Louisville Municipal Code §3.20.605.C, if you receive incentives from the Historic Preservation Fund, you must complete an application to landmark your property. Application forms are available here:

<http://www.louisvilleco.gov/Portals/0/Boards%20&%20Commissions/Preservation%20Commission/landmarkapplication.pdf> . If the Historic Preservation Commission or the City Council determines that your property is not eligible to be landmarked, then you must enter into an agreement for a conservation easement to be placed upon your property. These requirements are to ensure that your property retains its character and that the city's investment in your property is respected, but does not mean that you cannot enjoy the use of your property or make appropriate additions or interior alterations.

### **Eligible Costs and Improvements:**

Eligible costs include hard costs associated with the physical preservation of historic fabric or elements. Labor costs are eligible IF the work is to be done by someone other than the applicant/owner (whose labor can only be used for matching purposes with an acceptable written estimate).

Example eligible improvements:

Repair and stabilization of historic materials:

- Siding
- Decorative wood work and moulding
- Porch stairs and railing
- Cornices
- Masonry (such as chimney tuckpointing)
- Doors and Windows

Removal of non-historic materials:

(particularly those that cover the historic materials)

- Siding, trim and casing
- Porch enclosures
- Additions that negatively impact the historic integrity
- Repair/replacement to match historic materials

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<sup>1</sup> City Council Resolution No. 20, Series 2009, §1.e.

<sup>2</sup> City Council Resolution No. 20, Series 2009, §3.c.

Energy upgrades:

- Repair and weather sealing of historic windows and doors

Reconstruction of missing elements or features:

(Based on documented evidence such as historic photographs and physical evidence)

- Porches and railings
- Trim and mouldings
- False-fronts cornices

Some additional project elements are eligible under the property owner's match ONLY if they are part of a larger rehabilitation project that includes at least one of the eligible features and improvements listed above. These match elements include:

- Necessary structural repairs
- Materials analysis
- Donated labor and materials
- Architectural and engineering services

### **Ineligible Costs and Improvements:**

- Redecorating or any purely cosmetic change that is not part of an overall rehabilitation or that does not enhance the property's character
- Soft costs such as appraisals, interior design fees, legal, accounting and realtor fees, grant fees, sales and marketing, closing, building permit, use and inspection fees, bids, insurance, project signs and phones, temporary power, bid bonds, copying, and rent loss during construction
- New additions or enlargements
- Excavation, grading, paving, landscaping or site work such as improvements to paths or fences unless the feature is part of the landmark designation, except for correcting drainage problems that are damaging the historic resource
- Repairs to additions to non-historic portions of the property
- Reimbursement for owner/self labor (which can count only towards the matching costs)
- Interior improvements (*unless the interior is also landmarked*)
- Non-historical decorative elements
- Outbuildings which are not contributing structures to a landmarked site or district

### **Application Review Process**

Applications will be screened by Historic Preservation Commission (HPC) staff to verify project eligibility. If any additional information is required, staff will contact the applicant directly. The HPC will evaluate the applications in a public meeting at which the applicant will be allowed to make statements. The HPC will make a recommendation to City Council, utilizing the criteria contained in Appendix B. City Council will take final action on the application.

### **Project Review and Completion**

Any required design review or building permits must be obtained before beginning work on the project. If a property has already been landmarked, in some circumstances an Alteration Certificate must be approved by the HPC. HPC staff should be allowed a walk-through with the applicant and any contractor before the beginning of work. Projects must be completed within

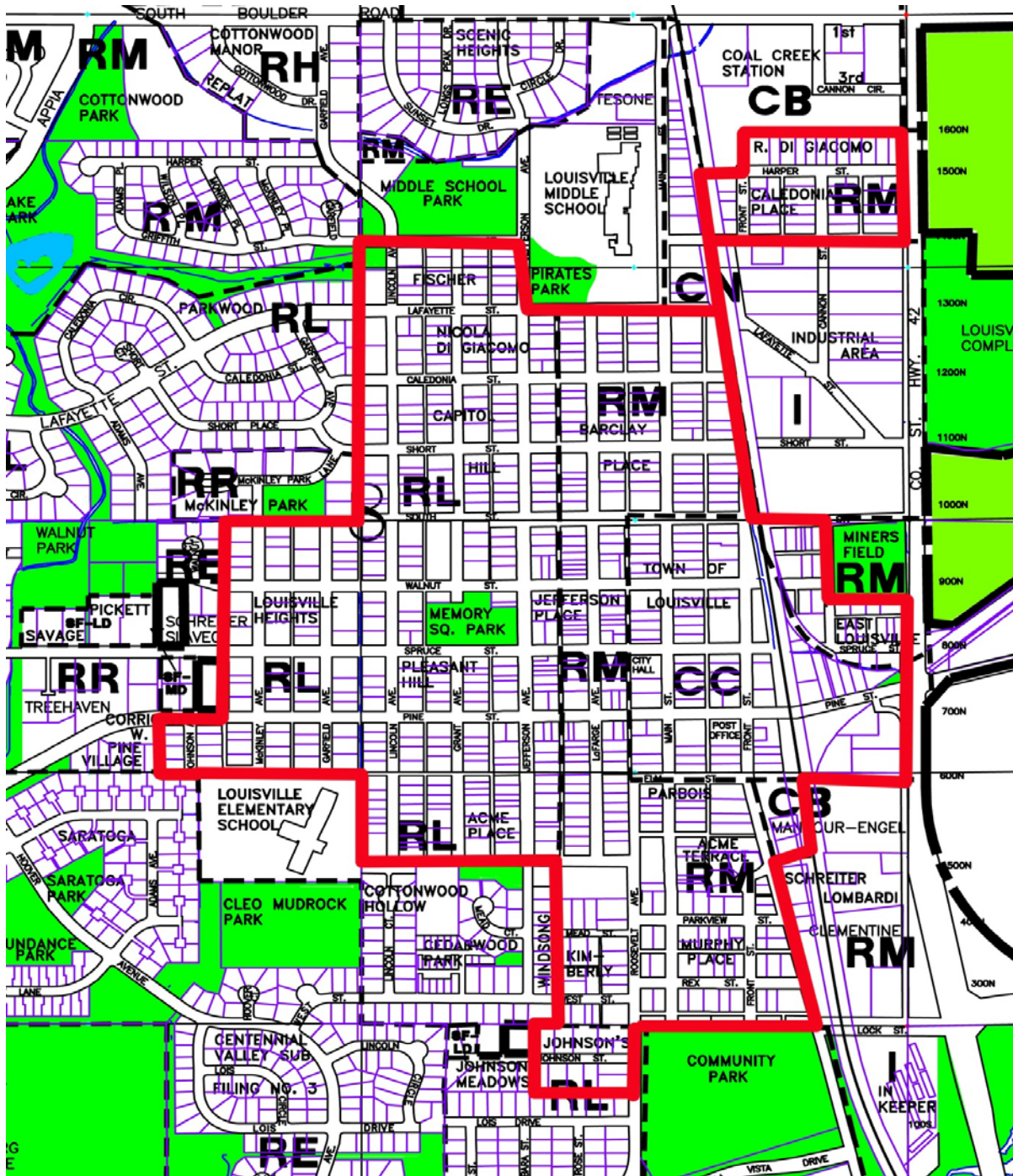
one year from the date on which the grant was awarded, unless a longer period of time was allowed when the grant was awarded or an extension is granted.

### **Disbursement of Funds**

In most cases, grants and rebates will take the form of reimbursement after work has been completed, inspected and approved as consistent with the approved grant application by HPC staff. In planning your project, you should arrange to have adequate funds on hand to pay the final costs of the project. Incentives may be revoked if the conditions of any grant approval are not met. Under some circumstances, as determined by the HPC and City Council, incentives, particularly loans, may be paid prior to the beginning of a project or in installments as work progresses.

**Incentives from the Historic Preservation Fund may be considered taxable income and applicants may wish to consult with a tax professional.**

## APPENDIX A



**Old Town Overlay District and Commercial Core  
(Downtown Louisville Per LMC 17.08.113)**



# **APPENDIX B**

## **REVIEW CRITERIA**

Applications that demonstrate the following will be preferred and have a greater chance of favorable review, although it is not necessary for all applications to satisfy all of these criteria.

### **1. Foster Rehabilitation of Resource**

Applicants will be judged on how strong the effort to return the resource to its historic appearance and how well proper and professional preservation techniques will be applied.

### **2. Demonstrate Preservation Necessity or Threat**

A project that demonstrates a strong need for funding because of an existing or future action or condition that may adversely affect the existing architectural or historic interest in the property will receive extra consideration for funding. This may include the need for significant repair due to neglect.

### **3. Demonstrate Resource Significance**

Proposals to rehabilitate resources with high resource significance will be given greater weight over those proposals with lower resource value. Resources with high significance include those that are:

- Listed on the National, State or Louisville Registers of Historic Places.
- Eligible for listing as an individual landmark.
- Eligible for listing as a contributing building in a historic district and has architectural integrity.

### **4. Matching Funds**

Applications which demonstrate the availability of matching funds will be preferred, though matching funds are not an absolute requirement.

### **5. Character-Producing Resources**

Applications which retain or rehabilitate resources which contribute toward the historic character of Historic Old Town Louisville, even if those resources are not eligible for historic landmarking, may be given favorable review.

## APPENDIX C

### HELPFUL TERMS & DEFINITIONS

#### BASIC PRESERVATION THEORY

##### **The Concept of Significance**

A building possessing architectural significance is one that represents the work of a noteworthy architect, possesses high artistic value or that well represents a type, period or method of construction. A historically significant property is one associated with significant persons, or with significant events or historical trends. It is generally recognized that a certain amount of time must pass before the historical significance of a property can be evaluated. The National Register, for example, requires that a property be at least 50 years old or have extraordinary importance before it may be considered. A property may be significant for one or more of the following reasons:

- Association with events that contributed to the broad patterns of history, the lives of significant people, or the understanding of Louisville's prehistory or history.
- Construction and design associated with distinctive characteristics of a building type, period, or construction method.
- An example of an architect or master craftsman or an expression of particularly high artistic values.
- Integrity of location, design, setting, materials, workmanship, feeling and association that form a district as defined by the National Register of Historic Places Guidelines.

**The Concept of Integrity** "Integrity" is the ability of a property to convey its character as it existed during its period of significance. To be considered historic, a property must not only be shown to have historic or architectural significance, but it also must retain a high degree of physical integrity. This is a composite of seven aspects or qualities, which in various combinations define integrity, location, design, setting, materials, workmanship, feeling and association. The more qualities present in a property, the higher its physical integrity. Ultimately the question of physical integrity is answered by whether or not the property retains a high percentage of original structure's identity for which it is significant.

**The Period of Significance** Each historic town has a *period of significance*, which is the time period during which the properties gained their architectural, historical or geographical importance. Downtown Louisville, for example, has a period of significance which spans approximately 70 years (1880- 1950). Throughout this period of significance, the downtown has been witness to a countless number of buildings and additions which have become an integral part of the district. Conversely, several structures have been built, or alterations have been made, after this period which may be considered for removal or replacement.

#### BUILDING RATING SYSTEM

**Contributing:** Those buildings that exist in comparatively "original" condition, or that have been appropriately restored, and clearly contribute to the historic significance of downtown. Preservation of the present condition is the primary goal for such buildings.

**Contributing, with Qualifications:** Those buildings that have original material which has been covered, or buildings that have experienced some alteration, but that still convey some sense of history. These buildings would more strongly contribute, however, if they were restored.

### **Supporting category**

These are typically buildings that are newer than the period of historic significance and therefore do not contribute to our ability to interpret the history of Louisville. They do, however, express certain design characteristics that are compatible with the architectural character of the historic district. They are "good neighbors" to older buildings in the vicinity and therefore support the visual character of the district.

### **Non-contributing building category**

These are buildings that have features that deviate from the character of the historic district and may impede our ability to interpret the history of the area. They are typically newer structures that introduce stylistic elements foreign to the character of Louisville. Some of these buildings may be fine examples of individual building design, if considered outside the context of the district, but they do not contribute to the historic interpretation of the area or to its visual character. The detracting visual character can negatively affect the nature of the historic area.

**Non-contributing, with Qualifications:** These are buildings that have had substantial alterations, and in their present conditions do not add to the historic character of the area. However, these buildings could, with substantial restoration effort, contribute to the downtown once more.

## **PRESERVATION APPROACHES**

Choosing an Appropriate treatment for historic buildings

While every historic project is different, the Secretary of the Interior has outlined four basic approaches to responsible preservation practices. Determining which approach is most appropriate for any project requires considering a number of factors, including the building's historical significance and its existing physical condition.

The four treatment approaches are:

- **Preservation** places a high premium on the retention of all historic fabric through conservation, maintenance and repair. It reflects a building's continuum over time, through successive occupancies, and the respectful changes and alterations that are made.
- **Rehabilitation** emphasizes the retention and repair of historic materials, but more latitude is provided for replacement because it is assumed the property is more deteriorated prior to work.

- **Restoration** focuses on the retention of materials from the most significant time in a property's history, while permitting the removal of materials from other periods.
- **Reconstruction** establishes limited opportunities to re-create a non-surviving site, landscape, building, structure, or object in all new materials.

The Secretary of the Interior's website outlines these approaches and suggests recommended techniques for a variety of common building materials and elements. An example of appropriate and inappropriate techniques for roofs is provided in the sidebars. Additional information is available from preservation staff and the Secretary's website at:

[www.cr.nps.gov/hps/tps/standguide/index.htm](http://www.cr.nps.gov/hps/tps/standguide/index.htm)

## THE SECRETARY OF THE INTERIOR'S STANDARDS

The Standards are neither technical nor prescriptive, but are intended to promote responsible preservation practices that help protect our Nation's irreplaceable cultural resources. For example, they cannot, in and of themselves, be used to make essential decisions about which features of the historic building should be saved and which can be changed. But once a treatment is selected, the Standards provide philosophical consistency to the work.

[http://www.nps.gov/history/hps/tps/standguide/overview/choose\\_treat.htm](http://www.nps.gov/history/hps/tps/standguide/overview/choose_treat.htm) Louisville has not adopted these standards verbatim, but they are the basis for standards contained in Louisville's preservation code.

## **Historic Preservation Fund Application**

The following information must be provided to ensure adequate review of your proposal. Please type or print answers to each question. Please keep your responses brief.

### **1. OWNER/APPLICANT INFORMATION**

#### Owner or Organization

- a. Name: \_\_\_\_\_
- b. Mailing Address: \_\_\_\_\_
- c. Telephone: \_\_\_\_\_
- d. Email: \_\_\_\_\_

#### Applicant/Contact Person (if different than owner)

- a. Name: \_\_\_\_\_
- b. Mailing Address: \_\_\_\_\_
- c. Telephone: \_\_\_\_\_
- d. Email: \_\_\_\_\_

### **2. PROPERTY INFORMATION**

- a. Address: \_\_\_\_\_



- [illegible]

**3. PROJECT DESCRIPTION** (Please do not exceed space provided below.)

- a. Provide a brief description of the proposed scope of work.
- b. Describe how the work will be carried out and by whom. Include a description of elements to be rehabilitated or replaced and describe preservation work techniques that will be used.
- c. Explain why the project needs rehabilitation grant funds now. Include a description of community support and/or community benefits, if any.

**4. DESCRIPTION OF REHABILITATION**

<b>Feature A</b>	
NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
<b>Feature B</b>	
NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
<b>Feature C</b>	

<p>NAME OF ARCHITECTURAL FEATURE: _____</p> <p>Describe feature and its condition:</p>	<p>Describe proposed work on feature:</p>
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4. DESCRIPTION OF REHABILITATION (continued)

<b>Feature D</b>	
NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
<b>Feature E</b>	
NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
<b>Feature F</b>	

NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
--	------------------------------------

*Please photocopy this sheet and attach copies if necessary.*



## 5. COST ESTIMATE OF PROPOSED WORK

*Please provide a budget that includes accurate estimated costs of your project. Include an **itemized breakdown** of work to be funded by the incentives and the work to be funded by the applicant. Include only eligible work elements. Use additional sheets as necessary. **(Please reference this section in your contractor's bid attachment).***

Feature	Work to be Funded	Type and Amount of Incentive Sought	Applicant Cost
A.		\$	\$
B.		\$	\$
C.		\$	\$
D.		\$	\$
E.		\$	\$
F.		\$	\$
G.		\$	\$
H.		\$	\$
I.		\$	\$
J.		\$	\$
K.		\$	\$
	<b>Subtotal Incentive Cost/Applicant Cost</b>	\$	\$

<b>Total Project Cost</b>	<b>\$</b>
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**If partial incentive funding were awarded, would you complete your project?**

☐ **YES**

☐ **NO**

## 6. **ADDITIONAL MATERIALS REQUIRED**

***The following items must be submitted along with this application:***

- a. One set of photographs or slides for each feature as described in Item 4 "Description of Rehabilitation". Please label of each photograph with the address of your property and the feature number.
- b. A construction bid if one has been made for your project (recommended).
- c. Working or scaled drawings, spec sheets, or materials of the proposed work if applicable to your project.

## 7. **Assurances**

The Applicant hereby agrees and acknowledges that:

- A. Funds received as a result of this application will be expended solely on described projects, and must be completed within established timelines.
- B. Awards from the Historic Preservation Fund may differ in type and amount from those requested on an application.
- C. Recipients must submit their project for any required design review by the Historic Preservation Commission and acquire any required building permits before work has started.
- D. All work approved for grant funding must be completed even if only partially funded through this incentives program.

E. Unless the conditions of approval otherwise provide, disbursement of grant or rebate funds will occur after completion of the project.

F. The incentive funds may be considered taxable income and Applicant should consult a tax professional if he or she has questions.

G. If this has not already occurred, Applicant will submit an application to landmark the property to the Historic Preservation Commission. If landmarking is not possible for whatever reason, Applicant will enter into a preservation easement agreement with the City of Louisville. Any destruction or obscuring of the visibility of projects funded by this grant program may result in the City seeking reimbursement.

H. The Historic Preservation Fund was approved by the voters and City Council of Louisville for the purpose of retaining the city's historic character, so all work completed with these funds should remain visible to the public.

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Signature of Applicant/Owner

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Date

**CITY OF KNOXVILLE**

**REQUEST FOR PROPOSALS**

**Funding for Improvements to Historic Buildings**

**Proposals to be Received by 11:00:00 a.m., Eastern Time  
November 13, 2017**

Submit Proposals to:  
City of Knoxville  
Office of Purchasing Agent  
City/County Building  
Room 667-674  
400 Main Street  
Knoxville, Tennessee 37902

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**CITY OF KNOXVILLE**  
**Request for Proposals**  
**Funding for Improvements to Historic Buildings**

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**City of Knoxville  
Request for Proposals**

Funding for Improvements to Historic Buildings

**I. Statement of Intent**

The City of Knoxville is requesting proposals from owners of residential or commercial buildings located within H-1 or NC-1 historic overlay districts or listed on the National Register of Historic Places, or eligible for listing on the National Register of Historic places in the city of Knoxville who are seeking funding for property improvement projects.

**II. REQUEST FOR PROPOSALS TIME LINE**

Availability of RFP ..... September 13, 2017

**Mandatory pre-proposal conference.....September 26, 2017**  
**Conference to be held at 10:00 a.m. in the Community Room of the**  
**Public Works Service Center; 3131 Morris Avenue; Knoxville, Tennessee.**

Deadline for questions to be submitted (in writing) to the  
Assistant Purchasing Agent ..... November 6, 2017

**Proposals Due Date ..... November 13, 2017**

This timetable is for the information of submitting entities. These dates are subject to change.  
**However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

**III. BACKGROUND**

The City of Knoxville has allocated \$500,000 of its budget for Fiscal Year 2017-18 for the purpose of offering short-term, interest-free loans to help support the costs of improvement projects for historic structures within the Knoxville city limits. Both residential and commercial projects are eligible for such funding. In order to achieve the largest positive impact with the program funds, the City anticipates making multiple awards.

Up to five percent of the allocated money is reserved for non-construction projects (see Types of Projects Eligible for Consideration" below).

Proposers should refer to Section V ("Conditions of Funding") for details regarding City requirements for project funding, and should refer to Section VII ("Instructions to Proposers") for detailed information that the City will need in order to evaluate the proposed project.

#### IV. GENERAL CONDITIONS

4.1 The following data is intended to form the basis for submission of proposals describing proposed improvements to historic buildings.

4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of Penny Owens, Assistant Purchasing Agent, by the close of the business day on November 6, 2017.** Questions can be submitted by letter, fax (865-215-2277), or emailed to [powens@knoxvilletn.gov](mailto:powens@knoxvilletn.gov). The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. **The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing).** Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Submission Forms section is an affidavit that the undersigned has not entered into any collusion with any person with respect to this proposal. The proposer is required to submit this affidavit with their proposal submission. Also included in the Submission Forms section is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer intends to use subcontractors and/or suppliers from one of the defined groups. Proposers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of proposals to be funded, Knoxville City Council approval may be required before the final contract may be executed.

4.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

**4.10 NO CONTACT POLICY: After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.**

## **V. CONDITIONS FOR FUNDING**

Before making a proposal to the City, prospective proposers should be familiar with several conditions which will govern the eligibility of proposed improvement projects.

**Important Notice:** A mandatory pre-proposal conference will be held at 10:00 a.m. in the Community Room of the Public Works Service Center; 3131 Morris Avenue; Knoxville, Tennessee. Note that only proposals submitted by offerors represented at the pre-proposal site visit will be considered for award.

**Proposers are advised that proposed projects must be essentially "shovel ready" at the time proposals are submitted: there will be NO material change to the scope of project work after awards are made and contracts executed.**

No Unpaid Taxes Properties for which City or County property taxes are in arrears shall not be eligible for program funding. Any other properties owned by the proposer must have City and County property taxes current. City Codes violations on any properties owned by the proposer may render the application ineligible.

Ownership of Building Proposal must provide evidence that the applicant owns the property; funding is not available to underwrite or help underwrite the acquisition of property.

Types of Projects Eligible for Consideration To be eligible for funding, projects will support the historic preservation of structures through construction-oriented activities that will result in re-

use or improved use of the structure.

Note that up to 5% of the program's funding may be awarded to non-construction-type activities focused on historic preservation, such as applying for inclusion on the National Register of Historic Places or creation of a museum exhibit. Notwithstanding other provisions of this Request for Proposals, funding for non-construction activities may be awarded without the use of a deed of trust. Funding will still be awarded through a promissory note, but such note will be fully forgivable upon the recipient's completion of all required activities as defined in the recipient's proposal and the Historic Preservation Agreement with the City. Program funds will **not** be awarded for operating expenses (e.g., payroll, printing, office supplies or equipment).

**Building Codes** All proposed improvement projects must meet applicable building codes.

**Historic Overlay and/or Designation Required** The purpose of the City's funding program is to provide needed funding for improvements to buildings located within areas that have been designated (or have applied for designation) as historic overlay ("H-1") districts or neighborhood conservation overlay ("NC-1") districts. Also eligible are properties that are listed on the National Register of Historic Places or eligible for listing on the National Register of Historic Places within the City limits of Knoxville. Proposers must provide evidence to support the historic qualification of the structure. (See "Appendix" section for maps of eligible historic districts.)

**Eligible Properties** Both residential and commercial **buildings** located within H-1 or NC-1 overlay districts and/or National Register listed or eligible for listing as described above within the Knoxville city limits are eligible for funding consideration. Note that the designation of "buildings" is intended to mean a structure consisting of walls and a roof used as a dwelling or a place of public accommodation and does not include fences, sidewalks/steps, driveways or parking areas, landscaping, hardscaping, or any other structure that is non-occupiable by design, use, or practice. "Commercial property" is defined for the purposes of this solicitation to be property that generates, or is intended to generate, income. Commercial properties may include some multi-family dwellings, but the primary use of the building generates income for the owner.

**For owner-occupied buildings (including single family homes) that are exclusively or primarily residential**, repayment of the loan funds, in full, will be required at the end of construction. This funding will be structured as a zero interest loan, payable upon completion of the funded work (see "Repayment of Loans" below).

**For commercial buildings, including those with residential rental units**, the scope of work approved for funding with the City Historic Preservation Fund must be matched by the owner with at least a 35% **cash** contribution, such contribution to fund the same items contained in the scope of work. For example, if the City funds \$50,000 in exterior improvements to a building, the owner will be required to provide a minimum of \$17,500 of its own funds (35% of \$50,000) in addition to the City funds for a total of \$67,500 in exterior improvements to the building.

Note that non-monetary, in-kind contributions cannot count toward the 35% match. Donated labor or professional services (such as architectural work) will not be assigned a monetary value.

Preference will be given to projects that propose work that is essential to maintaining/restoring the building's exterior/structure as opposed to interior improvements.

Mixed Funding Sources The City may be the proposed project's sole funding source, but other funding sources may be used in addition to City funding. In evaluating a proposed project for award, the City will review how much of the project's total cost will be funded by the City and how much will come from other sources. Proposals will be evaluated for cost reasonableness and demonstrate that City funds are needed for the project to be completed. Proposals utilizing other funding sources in conjunction with City funds may receive higher scores.

**Detailed, Well-Conceived Plan** Proposed improvement projects must be well thought out, with demonstrable pre-planning. The more complex the project, the more detailed the proposal must be. See Paragraph 7.4 below for information that must be included with the proposal.

**Professional Services** Projects anticipated to cost \$25,000 or more must have drawings stamped by an architect or engineer licensed to do business in the state of Tennessee. Copies of drawings should be included with the proposal if they are available.

Repayment of Loans Commercial building proposals that propose to re-pay the City funding at the end of construction will receive preferred consideration. Commercial building proposals that propose sale of the property at the end of construction may be required to repay the City. Additionally, proposers who intend to occupy the property at the end of construction may be required to repay the City.

**Owner-occupied building proposals that are exclusively or primarily residential will be required to repay all loan funds in full at the end of construction to be eligible for consideration.**

**PROPOSALS MUST INCLUDE A REPAYMENT SCHEDULE, WITH PAYMENT IN FULL SCHEDULED NO LATER THAN SIX (6) MONTHS FROM THE COMPLETION/FINAL PAYOUT OF THE PROJECT.**

Subject to Historic Zoning Commission Review The Historic Zoning Commission ("HZC") is appointed by the City Mayor and confirmed by City Council; it is responsible for reviewing applications to alter, demolish, or move properties protected by historic overlay and for reviewing proposed new construction in historic districts. The City will require HZC review and approval of applicable projects before dispersal of funds. More information about the HZC's responsibilities and the H-1 overlay designation may be found at: <http://archive.knoxmpc.org/zoning/brochures/h1.pdf>.

Evidence of Homeowner's /Building Owner's Insurance Evidence of insurance is not required with the proposal. However, evidence of insurance will be required before any award is made.

Evidence of Contractor(s) Insurance and Licensure Evidence of contractor(s) insurance and



appropriate licensure is not required with the proposal. However, evidence of insurance and appropriate licensure will be required before any award is made.

Changes to the Project The City, in making its awards, will give consideration to the proposed project only. Any changes to the project, either before or after award, may not be made without written approval by the City of Knoxville; otherwise, the City reserves the right to withdraw its commitment. The City reserves the right to partially fund projects, which may require some revision to the proposed scope of work. Any such changes must be approved in writing by the City. **NO MATERIAL CHANGES TO THE PROJECT WORK WILL BE APPROVED AFTER CONTRACT EXECUTION.**

## **VI. CONTRACT REQUIREMENTS**

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 The contract shall consist of (1) the RFP; (2) the proposal submitted by the Owner to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the contract will prevail.

6.2 The contract will be administered by the City of Knoxville Department of Community Development.

6.3 Invoices for work completed will be submitted to the City in accordance with the contract terms and will be paid on a reimbursable basis.

6.4 The relationship of Owner to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 The Owner shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Owner shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Owner in performance of this Agreement or from Owner's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused

by the sole negligence of the City, its agents or employees.

Owner shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Owner shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Owner will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Owner may request. Owner will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Owner shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Owner.

If the City terminates this Agreement, and such termination is not a result of a default by the Owner, the Owner shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Owner: the amount due to the Owner for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Owner would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Owner, terminate the whole or any part of this Agreement if the Owner fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 Insurance Requirements for Owner-owned Commercial and Residential Property  
Proposers should note that the following requirements include City required coverages for both the property owner and the contractor hired to undertake the project work:

- Insurance Requirements for Owner-owned Residential Property (Property which is not used to generate income for the Owner) and for which the loan is less than \$1,000 The loan applicant must provide with the loan proposal evidence of property insurance of at least 90% of the property value and homeowners' liability coverage of at least \$100,000

and must maintain this insurance until the later of the completion of the rehabilitation project for which the loan was provided or repayment of any loaned funds. The applicant must agree to only use contractors who are licensed and bonded for the work performed and to require that such contractors maintain automobile insurance and general liability insurance which includes completed products liability with limits for both automobile and general liability of at least \$500,000 per occurrence.

- Insurance Requirements for Owner-owned Residential Property for which the loan is more \$1,000 or more The loan applicant must provide with the loan proposal evidence of property insurance of at least 90% of the property value and homeowners' liability coverage of at least \$200,000 and must maintain this insurance until the later of the completion of the rehabilitation project for which the loan was provided or repayment of any loaned funds. The applicant must agree to only use contractors who are licensed and bonded for the work performed and to require that such contractors maintain automobile insurance and general liability insurance which includes completed products liability with limits for both automobile and general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Insurance Requirements for Owner-owned Commercial Property (Property which is used to generate income for the Owner) The loan applicant must provide with the loan proposal evidence of property insurance of at least 90% of the property value and homeowners' liability coverage of at least \$500,000 and must maintain this insurance until the later of the completion of the rehabilitation project for which the loan was provided or repayment of any loaned funds. The applicant must agree to only use contractors who are licensed and bonded for the work performed and to require that such contractors maintain automobile insurance and general liability insurance which includes completed products liability with limits for both automobile and general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.9 Contractors Performing Work for Owner All project work shall be performed by qualified contractors in accordance with industry standards, local codes, ordinances, permit, and inspection requirements. In addition, all construction must conform to all Infill Design Guidelines as developed by the Knoxville-Knox County Metropolitan Planning Commission, the City's Neighborhood Housing Standards, and all applicable City housing and building codes and zoning requirements. For property listed on, or eligible for, the National Register of Historic Places, all work must comply with the Secretary of the Interior's Standards for rehabilitation of Historic Properties. If the Property is a contributing property within a potential Historic District, a National Register District, a Redevelopment Area, or an H-1 Historical Zoning Overlay, then all rehabilitation work, new construction or other alterations shall conform to the specific area requirements.

Contractors hired to undertake work on behalf of the Owner must be licensed professionals as required by the state of Tennessee, see T.C.A. Sections 62-2-101, *et. seq.*, for any services in this contract requiring such licensure. Before a contract is signed by the City, the Owner **must** provide the City with: 1) evidence of contractor(s) licensure in the appropriate contractor category or categories; 2) evidence of contractor(s) required insurance coverage; and 3) a copy of contractor(s)

valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered.

Rehabilitation projects undertaken on buildings that contain asbestos will require asbestos abatement or containment where the asbestos will be disturbed. Any such abatement or containment work shall be done by trained and certified asbestos workers and supervisor(s) through a professional, certified, and licensed company specializing in asbestos removal. Contractor will be required to provide proof of proper certifications, licensures, and permitting to the City of Knoxville prior to the commencement of any work under this contract.

Rehabilitation projects undertaken on buildings constructed prior to 1978 may require lead remediation. Any additional costs to meet lead based paint requirements may be offset with a loan. Contractors hired to undertake such work shall treat all applicable surfaces (interior and exterior) in full compliance with the lead base paint regulations found in "EPA Renovation, Repair and Painting Rule found at 40 CFR (Code of Federal Regulations) § 745."

6.10 Applicable Building Codes and Standards All project work shall also be performed in accordance with the Standard Building, Plumbing, Gas, and Mechanical Codes and the National Electrical Code, regardless of whether specific reference is made to these codes in the work write-up. The Rehabilitation Specifications and Design Standards establish the standards to be followed in executing this Agreement relative to materials brands, methods of installation, and workmanship. All project work carried out under this Agreement shall be of first quality and performed in a workmanlike manner. All materials shall be new, in good condition, and consistent with the Rehabilitation Specifications and Design Standards. Provisions shall be made as necessary for substitutions of materials of equal quality. In those cases where the work write-up and the Rehabilitation Specifications and Design Standards conflict, the work write-up shall take precedence, and the material and workmanship prescribed by the work write-up shall be required.

6.11 Agreement between Owner and Contractor(s) Hired to Perform Project Work The Owner and the Contractor(s) selected by the Owner to perform the project work will be required to enter into a separate Agreement Between Owner and Contractor to establish the relationship between the parties and the obligations imposed on each.

This agreement will contain the following indemnification clauses:

- The Owner and the Contractor agree to indemnify and hold harmless the City of Knoxville from liability resulting from any damage, injury, cost, or loss to persons or property arising from the execution of this Agreement.
- The Contractor shall indemnify and hold the Owner harmless from all claims growing out of the lawful demands of all subcontractors, laborers, suppliers, workers, mechanics, material men, and furnishers of machinery and parts thereof incurred in the performance of the work. The Contractor shall be held responsible for failure to adhere to and comply with all local laws controlling in any way the actions of those engaged upon the work, or affecting materials, transportation, or disposition of same. The Contractor shall assume all liability for and indemnify and defend the Owner from any damages, claims, losses, costs,

and actions that may arise from personal injuries or property damages sustained by mechanics, laborers, or other persons by reason of accidents or otherwise occurring through neglect or carelessness of the Contractor. The Contractor shall hold harmless and defend the Owner from liabilities, claims, judgments, costs, and expenses that may, in any manner, arise against the Owner in consequence of the granting of this Agreement.

#### 6.12 Loan Structure

Owners of owner-occupant buildings will be provided direct payment loans that will not be forgivable and will require full repayment of all funding provided through the City Historic Preservation Fund upon completion of approved construction.

Owners of commercial buildings will be provided deferred payment loans by the City that will be forgivable upon completion of the project and compliance with all terms, covenants, and obligations contained in the loan documents. For approved projects where Owner will reimburse the City for all or part of the provided funds, the reimbursable portion of the funds will be provided through a direct payment loan that will not be forgivable. Owners of commercial buildings will be required to match the funding provided through the City Historic Preservation Fund with 35% cash contributions by the owner.

No Owners may request disbursement of funds until the funds are needed for payment of an eligible development cost. The amount of each request may not exceed the amount needed for actual, eligible, and reasonable expenses incurred.

All funds loaned will be evidenced by a Promissory Note executed by Owner and secured by a Deed of Trust on the Property, of the same date, and duly recorded in the Register's Office for Knox County, Tennessee. By submitting a proposal pursuant to this RFP, Owner represents that the Owner possesses at least a portion of the applicable building that is (1) capable of being encumbered by a Deed of Trust signed only by the Owner, and (2) of fair market value equal to or greater than the amount of funds loaned by the City (e.g., common areas and/or structural components of a condominium building). The Owner's inability to sufficiently encumber the building with a Deed of Trust as required by this RFP may render the Owner ineligible to receive funding through this program. Owner agrees that the City will have the right to cancel or terminate the loan, at any time, and that the full amount of any monies included in the loan that have been advanced to Owner by the City will be due and payable by the Owner to the City on demand if the Owner breaches any of the terms, covenants, and obligations contained in the Promissory Note, Deed of Trust, or any other agreement between the Owner and the City.

Note Regarding Homeowners' Associations (HOAs): In the case of an HOA, the loan would be secured by the common areas and not by individual units. The applicant will need, therefore, to clearly state in the proposal exact what part or parts of the building will secure the City's funds. The deed of trust and promissory note will be based on that information.

6.13 Schedule for Completion The Owner agrees to complete the rehabilitation and/or construction of the structure located on the Property within 180 days, with any extension of time provided at the sole discretion of the City. The Owner will begin the work necessary to rehabilitate the structure located on the Property promptly upon execution of the Program Agreement with the



City. All work shall comply with all applicable City of Knoxville codes, inspection and permitting rules, approved plans and specifications, and the applicable Infill Housing Guidelines for the proposed work.

6.14 Lender Commitment The Owner agrees to obtain a written commitment from any and all lenders for all necessary financing for the rehabilitation and/or construction described in the proposal within 60 days from the date the City accepts the proposal for funding. Borrower will provide, or cause to be provided, to the City supportive documents from the lender(s) fully disclosing the financing terms. Any accepted proposal is subject to cancellation by the City if the Owner fails to complete this obligation.

6.15 Property Security and Maintenance During the period beginning upon the City's acceptance of the proposal for funding and continuing to the date the City issues a notice of completion of the rehabilitation, the Lendee agrees to secure and maintain the Property.

6.16 Inspections by the City The Owner will permit inspections at reasonable times by the Department's staff and designated agents to determine compliance with the terms of this Agreement.

6.17 Ethical Standards Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) the employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any

such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to

imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

6.19 Non-Discrimination Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.20 Inclusion of Minority Firms or Individuals Proposers shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the City in this proposal of their efforts to do so.

6.21 Use of Environmentally Suitable Practices Proposers shall give consideration to the use of environmentally sustainable best practices, and shall advise the City in their proposal of their efforts to do so.

6.22 Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.23 The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.24 This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Owner from the Agreement shall lie in Knox County, Tennessee.

6.25 Owner shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.26 This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.27 The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.28 If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.29 The services to be performed by the Owner pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any

contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Owner's performance of its services hereunder, and no right to assert a claim against the City or the Owner, its officers, employees, agents, or contractors shall accrue to the Owner or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Owner's work hereunder.

6.30 Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.31 Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.32 The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

## **VII. INSTRUCTIONS TO PROPOSERS**

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

### **7.1 General**

Submission forms and RFP documentation may be obtained on or after September 13, 2017, at no charge from:

City of Knoxville Purchasing Division  
City/County Building  
400 Main Street, Room 667  
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing) where it can be read or printed using Adobe Acrobat Reader software.

## 7.2 Submission Information

**IMPORTANT NOTICE: The City of Knoxville receives many submissions for a number of different procurements. If your submission arrives without the proper labeling, we may not know what it's for or when it should be opened. Unlabeled mailing envelopes or mailing cartons may be rejected. Make sure that the outside mailing envelope or mailing carton is clearly labeled, "Improvements to Historic Buildings."**

Proposals shall include seven (7) hard copies (one original and 6 duplicates—**mark the original as such**) and one electronic copy of the proposal (either CD or flash/thumb drive—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract.

The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an owner of record or an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on **November 13, 2017**. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division  
City/County Building  
400 Main Street, Room 667  
Knoxville, TN 37902

**Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside "Improvements to Historic Buildings."**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

## 7.3 Format of Submission

The City is committed to reducing waste. Submissions must be typed on 8.5 x 11 inch wide white paper, printed on both sides; project drawings are exempt from this restriction. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must

be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows.

1. Title Page
2. Table of Contents
3. Submission Forms:
  - A) Form S-1
  - B) Non-Collusion Affidavit
  - C) Diversity Business Enterprise Program form
4. Body of Proposal: See Paragraph 7.4 below

#### 7.4 Items to Include in Body of Proposal

The more complex the project, the more detail will be required. Tell us, in detail, what your project will consist of and who you anticipate will undertake the work. For projects where the City will only fund a portion of the work, the proposal should indicate how the un-funded portion of the work will be paid for/financed. Smaller projects will probably not need a tab for each of the following categories, but larger project undoubtedly will.

Tab 1: Project Description and Evidence of Pre-Planning Start by telling us why you need to undertake the proposed improvement project. Then show us that you have thought through the project from start to finish with demonstrable pre-planning (in other words, tell us about any appraisals, architectural/engineering plans, environmental reviews, financing packages, etc., that you have already undertaken and **show us the associated paperwork**). The City **MUST** see written evidence of such pre-planning.

Tab 2: Cost Estimates and Project Timetable Proposals must contain cost estimates or quotes for the proposed project. These must be provided by licensed businesses and/or contractors, usually in the form of a written quotation for the work to be performed. Estimates/quotes must contain the detailed written descriptions and/or drawings of the work to be performed for that cost, and must state a reasonable period of time that it will take to complete the quoted project. Proposals should include a list of all sources of funding and amounts for each source and how the funds will be used during the project. Proposals must demonstrate the need for City funding in order to fill a gap so that the project can be completed. For commercial projects, an operating pro-forma should be provided in the submission.

Tab 3: Design Suitability/Benefits of the Project Proposals must **specifically state** how the proposed improvement project will improve or stabilize the building's long-term life, benefit the neighborhood's overall appearance, and/or enhance local property values. Commercial building projects must communicate the type of business, potential for job creation, and/or how the business will benefit the community.

#### 7.5 Evaluation of Proposals

All submissions received by the deadline will be analyzed by the Evaluation Committee



according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based in part on the nature of the services to be performed per this request for proposals. Determination of the proposed project's suitability shall be based on the written response to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if requested.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

## **VIII. EVALUATION CRITERIA**

**In an effort to make the most widespread usage as possible of the City \$500,000 program funds, the City intends to make multiple awards. In evaluating an improvement project's merits, several aspects of the project will be reviewed, evaluated, and scored by an Evaluation Committee. Those criteria for evaluation are listed below.**

An evaluation team, composed of representatives of the City and other qualified persons, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below. The criteria upon which the evaluation of the proposals will be based, and their associated point count out of 100 total points, include, but are not limited to, the following:

Project's Cost and Financial Feasibility (30 points) – Costs have been researched or quotes/estimates have been provided by licensed businesses/contractors. All project funding sources and amounts are provided with uses identified. Proposal clearly demonstrates that City funds are needed in order to complete the project. Where appropriate, operating pro-formas are provided indicating that the project is feasible.

Project Objectives/Community Benefit (25 points) – Some projects will promote a direct benefit

to the community, which others may be less obvious but equally important to long-term community improvement and stability.

Project Readiness (25 points) – Project is well planned, with a clearly articulated scope of the work to be performed along with reasonable associated costs. Proposal describes the overall project and explains how the proposed project fits into a larger rehabilitation project, where appropriate. Preference will be given to projects that propose work that is essential to maintaining/restoring the building exterior/structure, as opposed to interior improvements

Loan Repayment (20 points) – At the end of the project, repayment of all or part of the funds for improvement of a commercial building is proposed.

## **Submission Forms**

# CITY OF KNOXVILLE REQUEST FOR PROPOSALS

## Funding for Improvements to Historic Buildings

### Submission Form S-1

Proposals to be Received by 11:00:00 a.m., Eastern Time, November 13, 2017,  
in Room 667-674, City/County Building, Knoxville, Tennessee.

**IMPORTANT:** Proposers shall include seven (7) hard copies (one original and 6 duplicates), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **IMPORTANT NOTE:** A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.

Please complete the following:

Legal Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title of Signer \_\_\_\_\_

\_\_\_\_\_

**Note:** Failure to use these response sheets may disqualify your submission.

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

# DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with woman-owned businesses, and 45.5% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

## CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.



Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

**Subcontractor/Consultant Statement**  
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We \_\_\_\_\_ do certify that on the \_\_\_\_\_  
(Bidder/Proposer Company Name)  
\_\_\_\_\_  
(Project Name)

**Please select one:**

☐ **Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ \_\_\_\_\_.  
(Estimated Amount of Subcontracted Service)

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

☐ **Option B: Intent to perform work “without” using Diverse Businesses**

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: \_\_\_\_\_ PROPOSER/COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Authorized Representative)

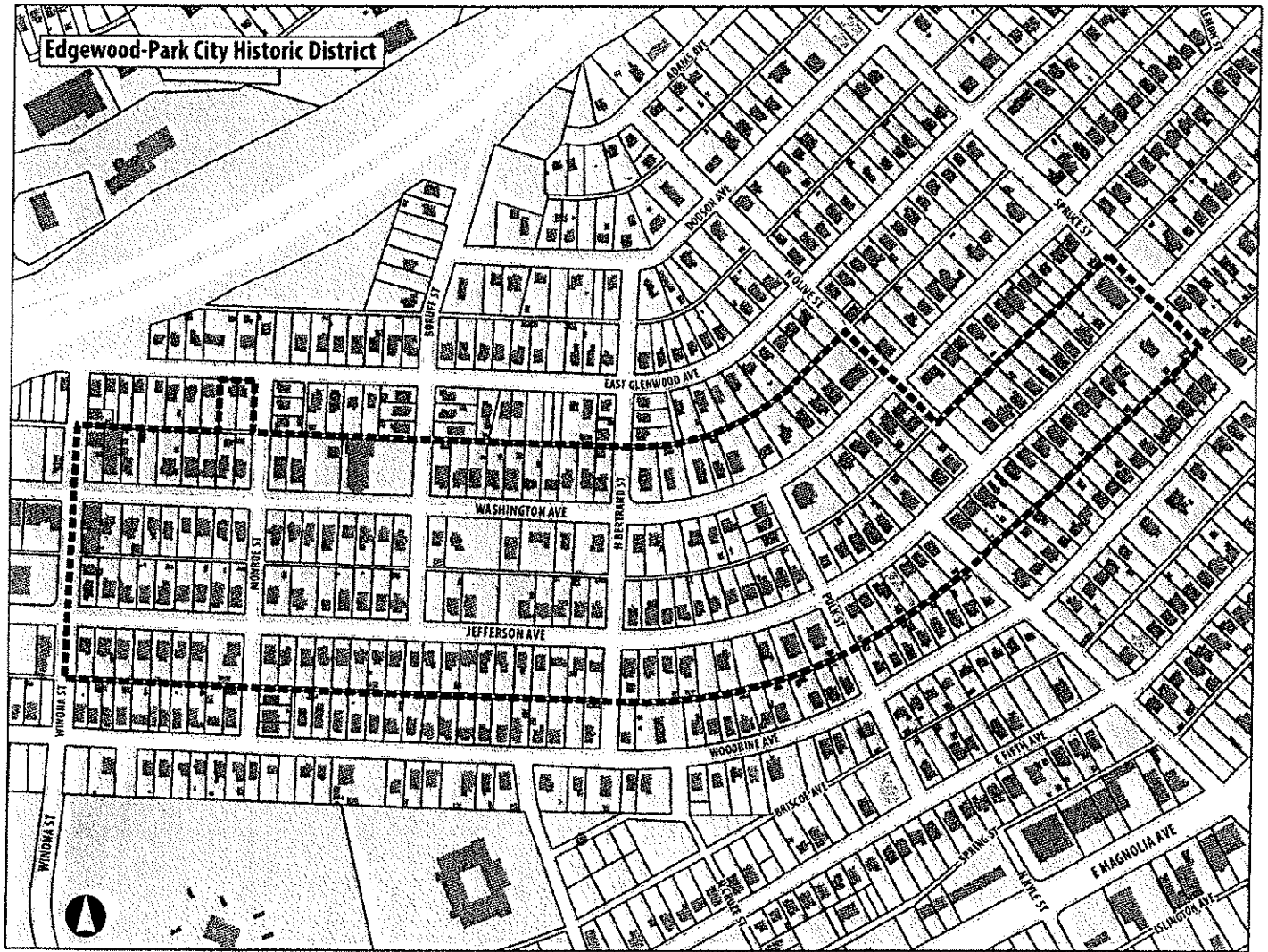
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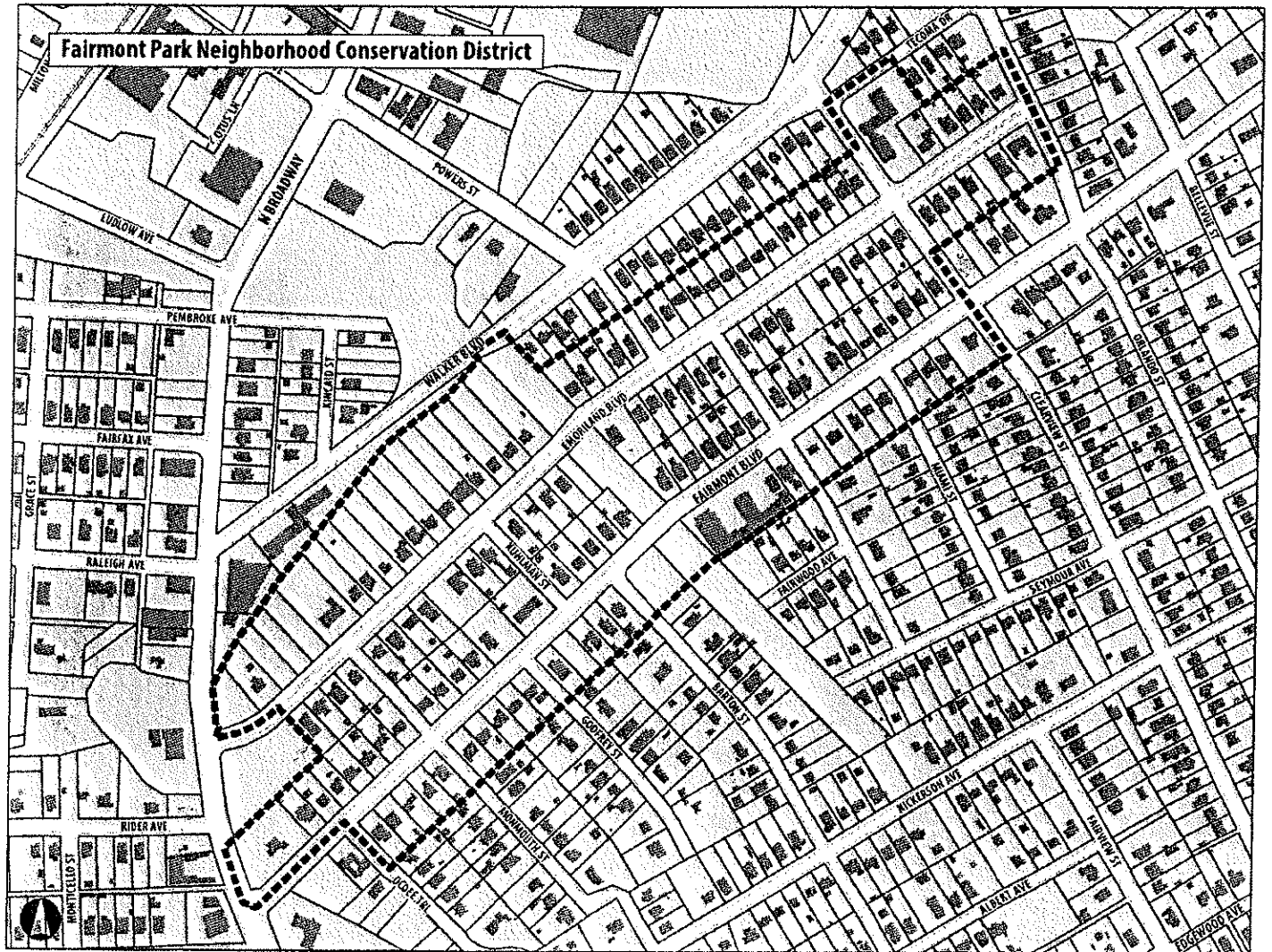
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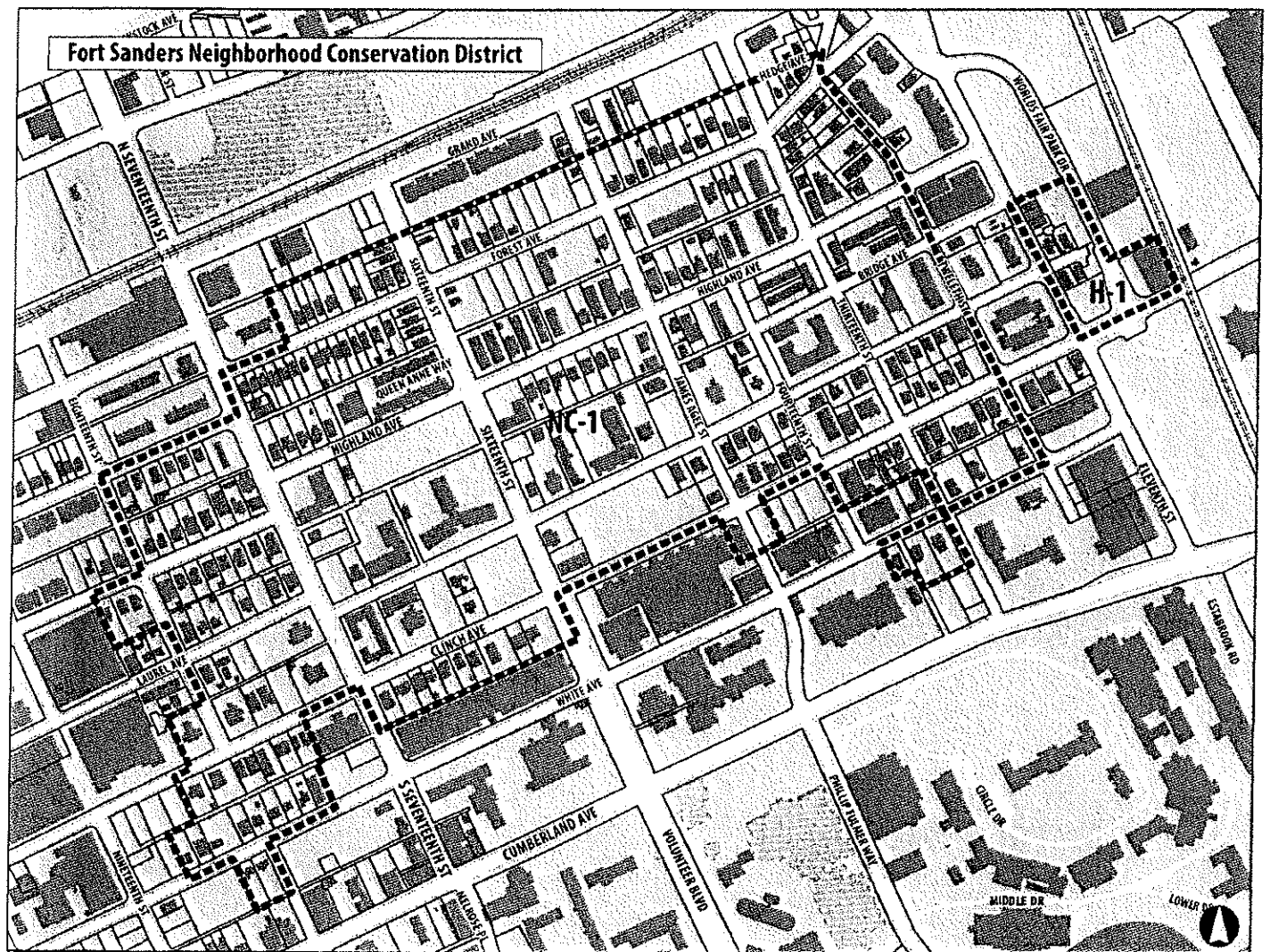
TELEPHONE NO: \_\_\_\_\_

## **Appendix**

### Maps of Eligible Historic Districts



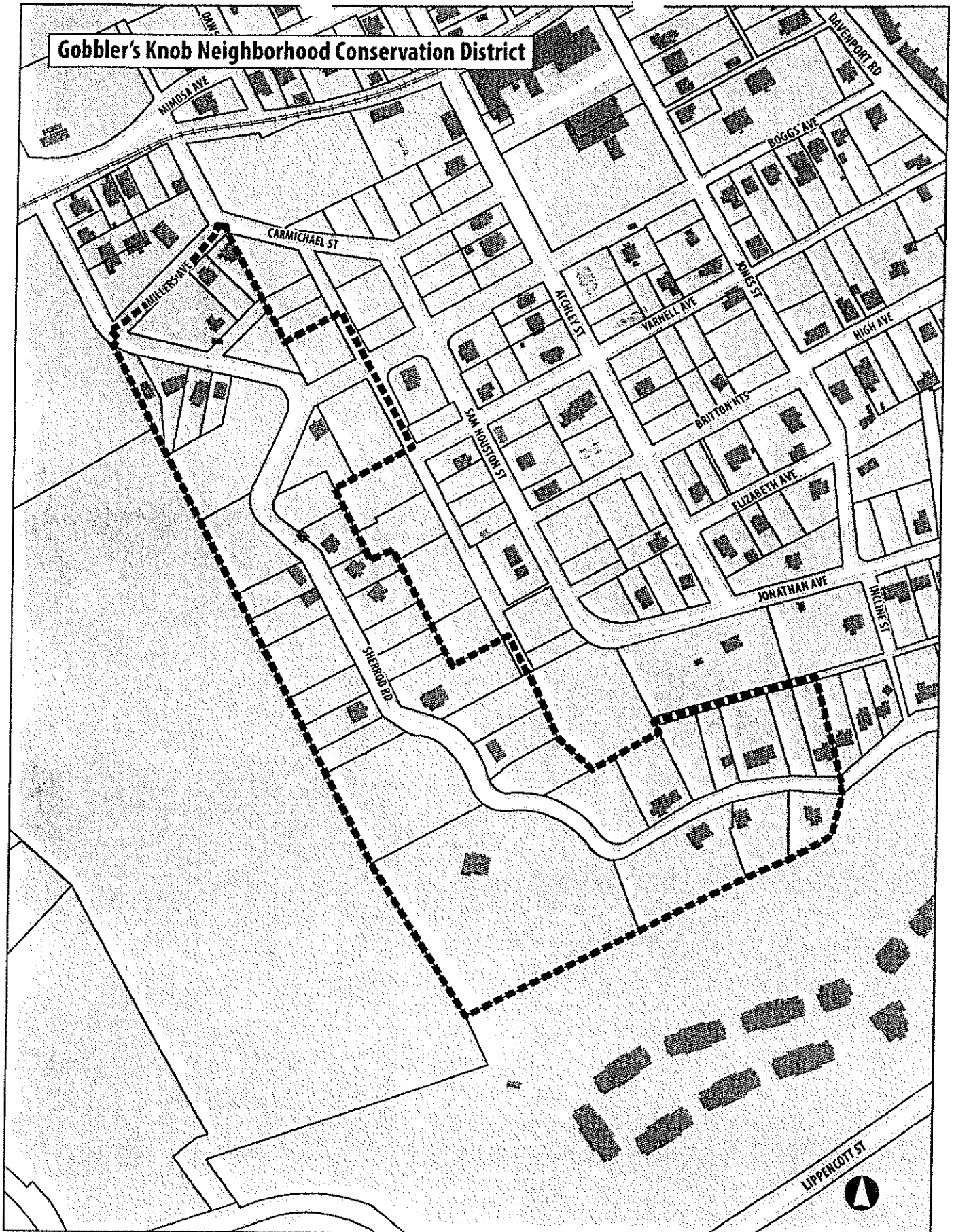


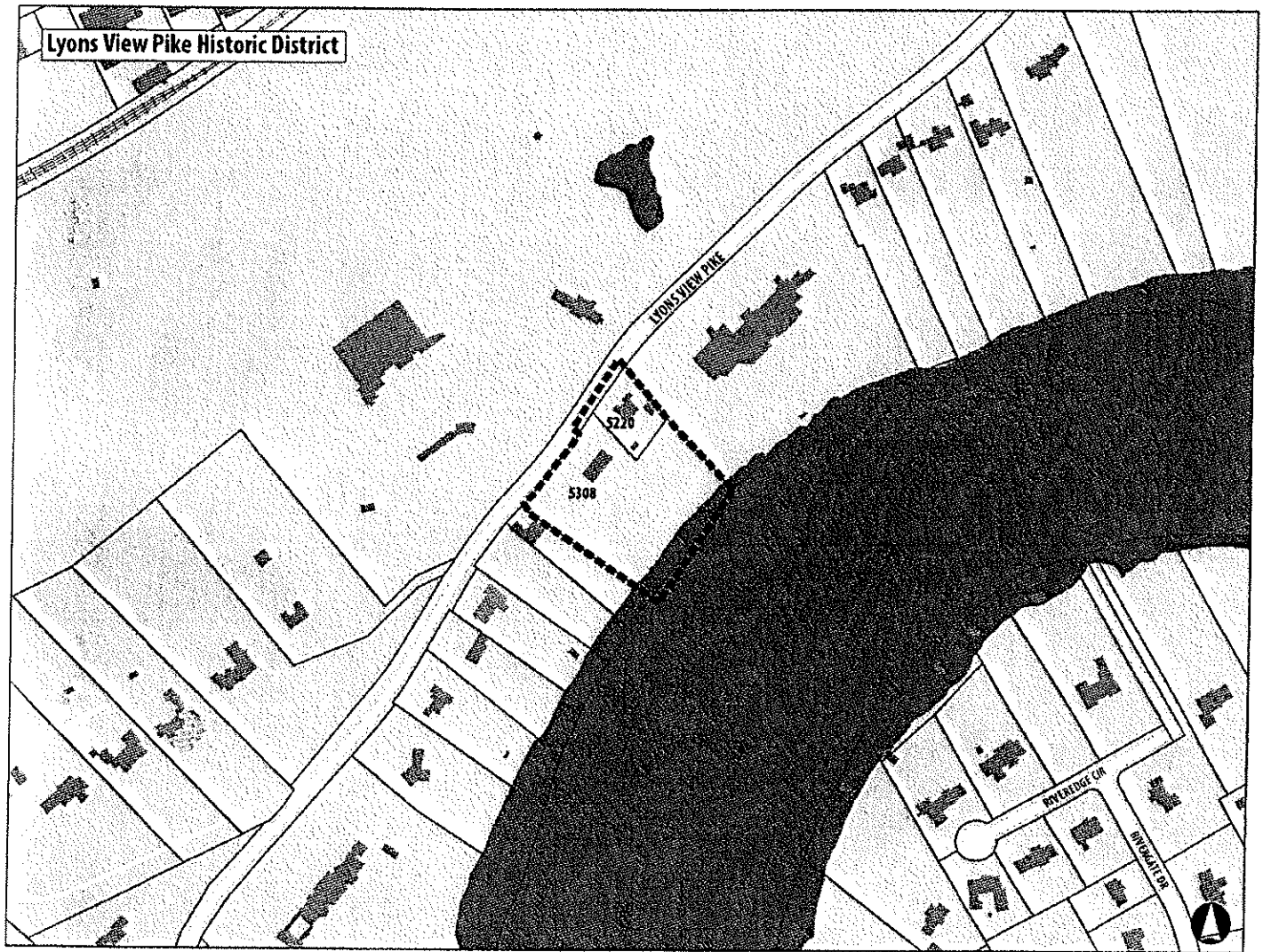


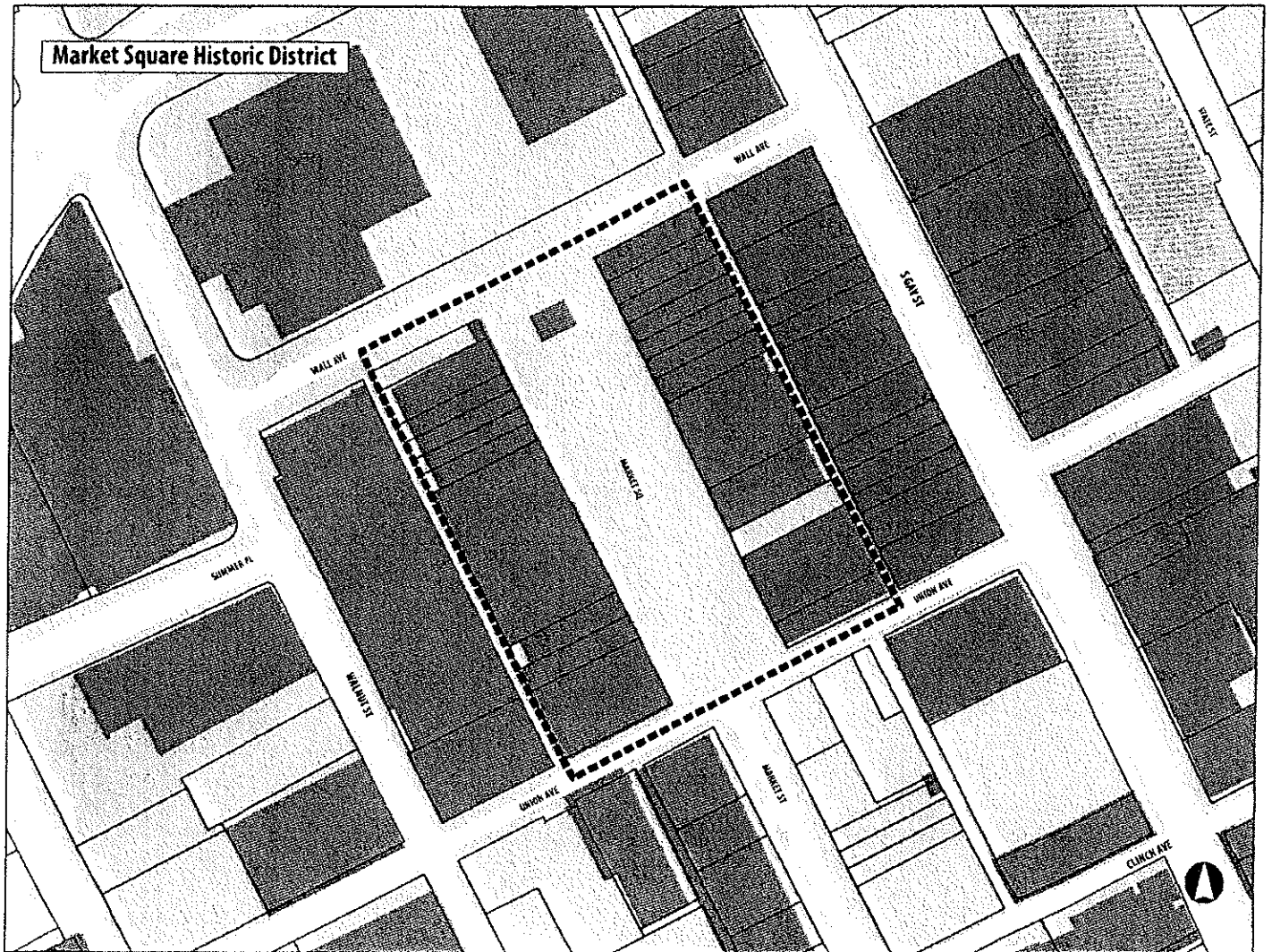




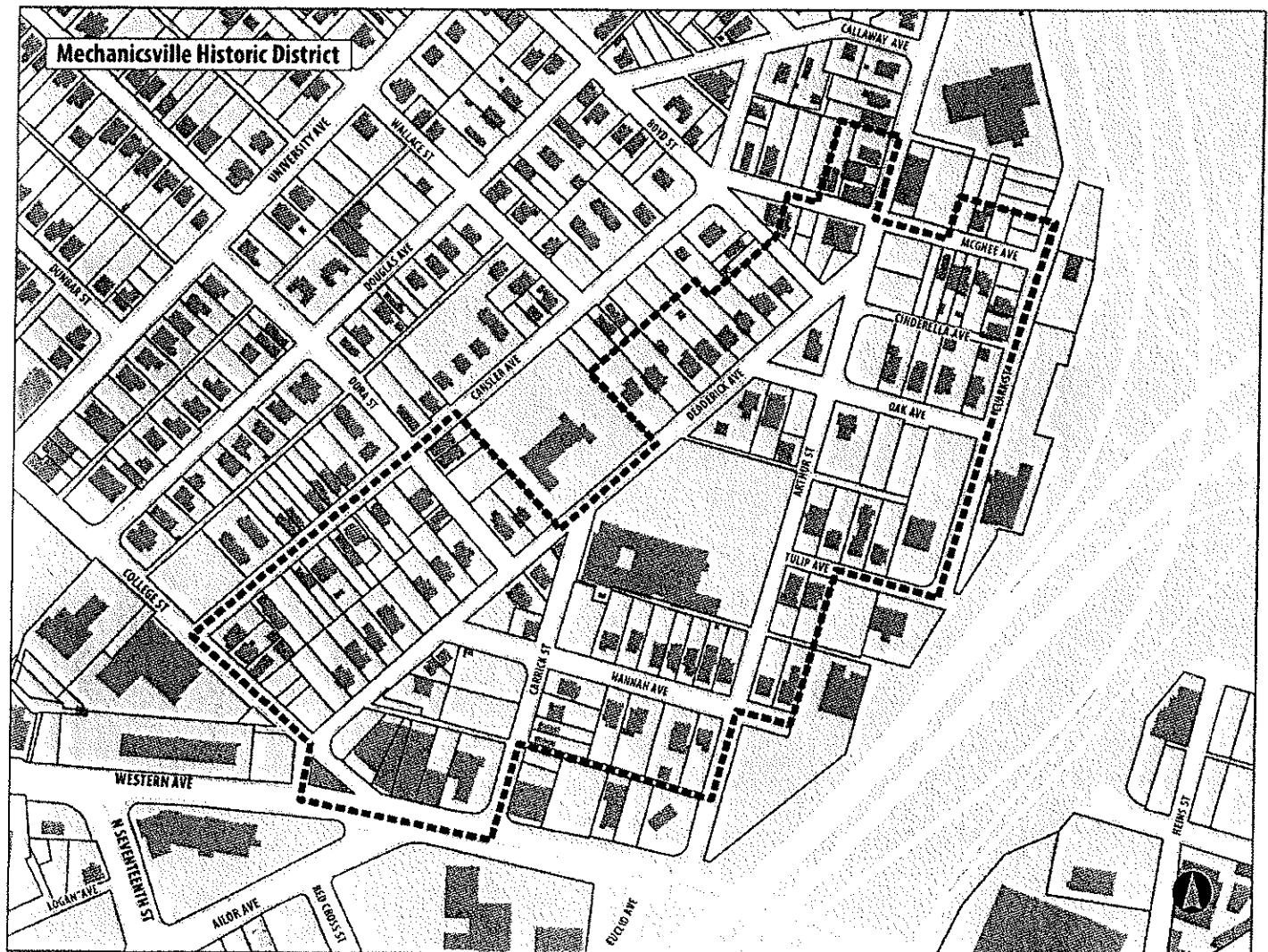
**Gobbler's Knob Neighborhood Conservation District**

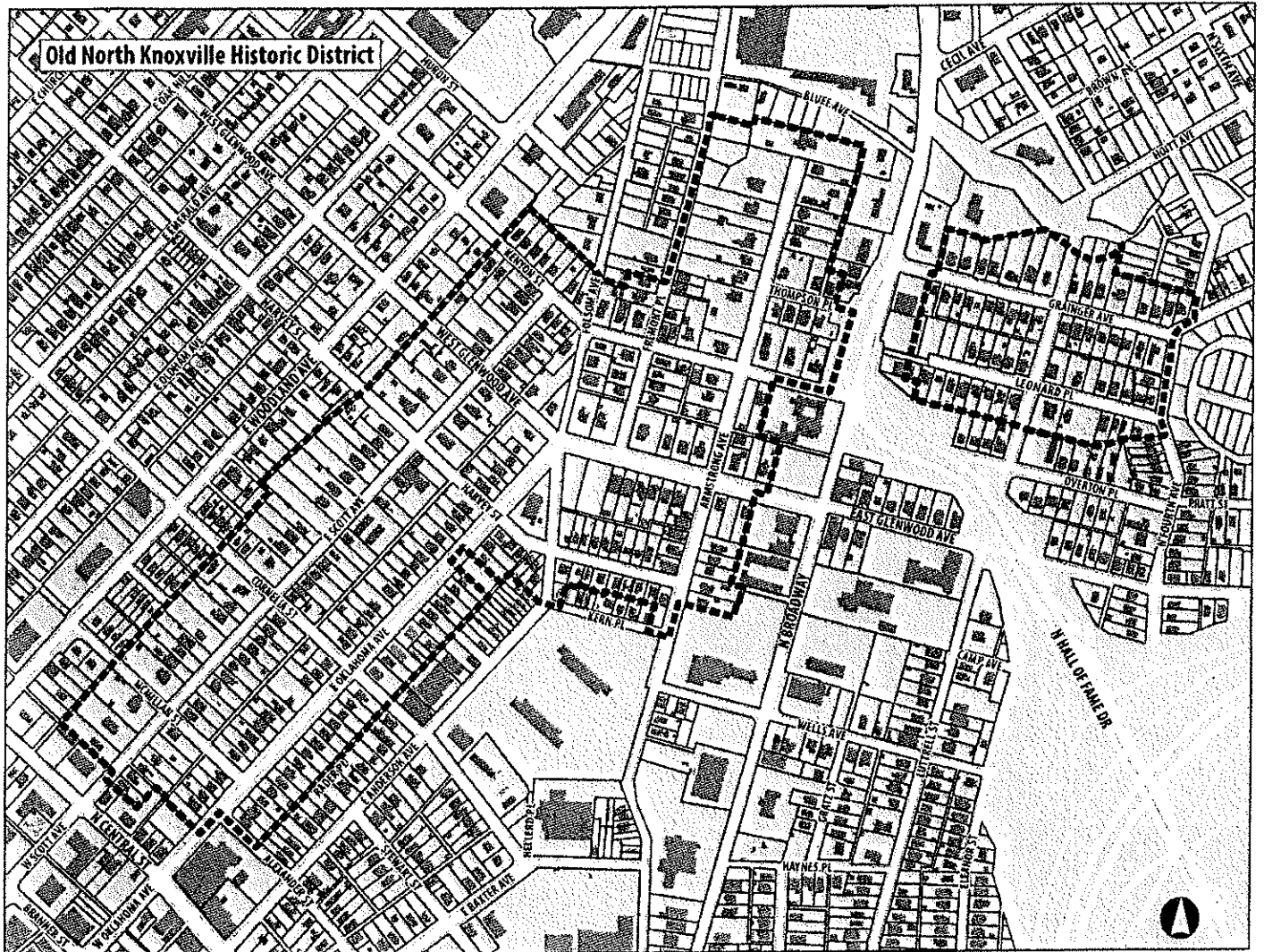




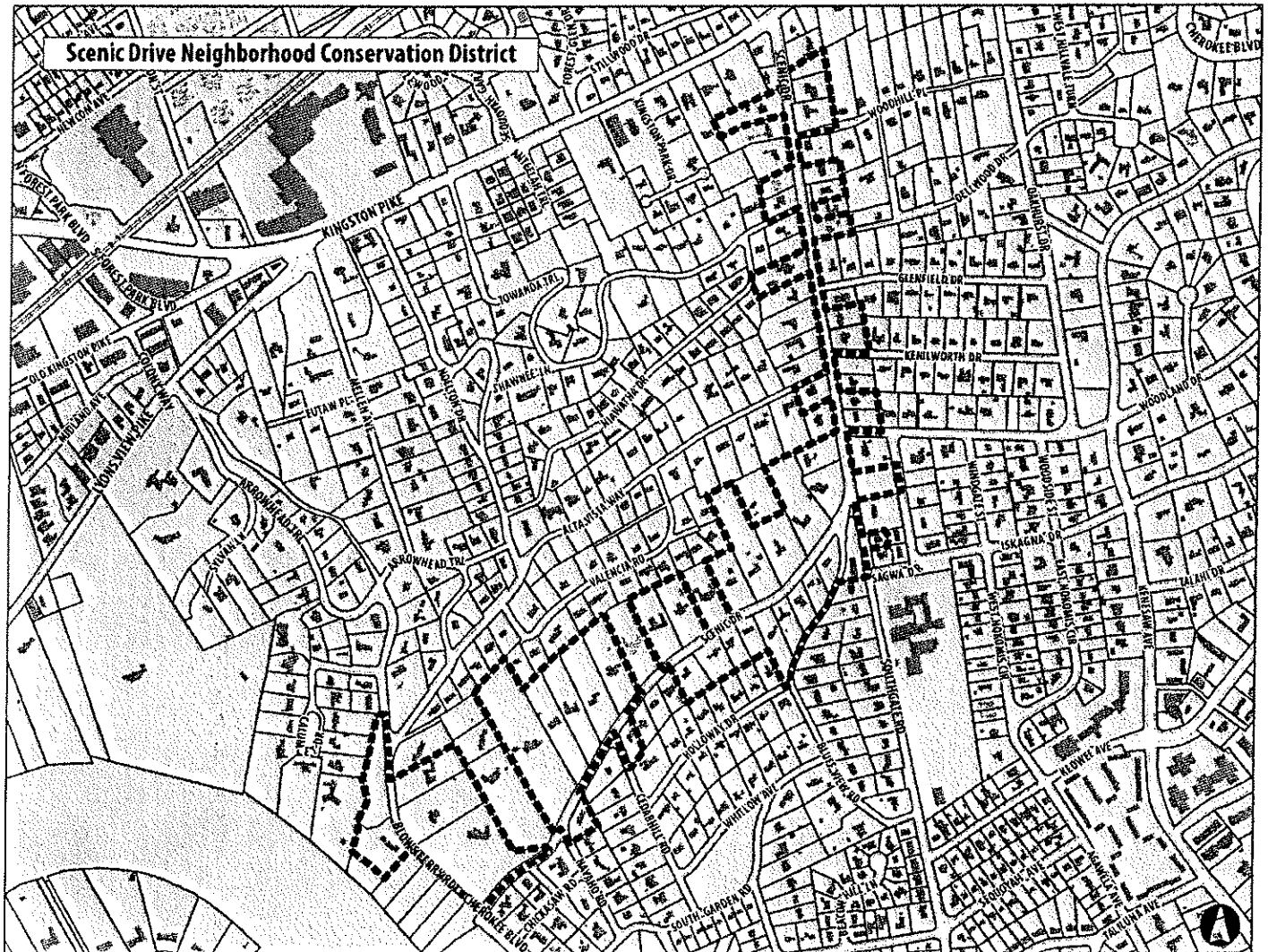














# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 2018

SUBJECT: **DISCUSSION REGARDING A REVISED SOLICITATION FOR THE FUTURE USE OF THE BYRON CARLYLE THEATER**

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### **HISTORY:**

On January 17, 2018, the City Commission adopted Resolution No. 2018-30145, authorizing the City Administration to conduct a community charrette to obtain public input regarding the future use or redevelopment of the Byron Carlyle Theater, and further authorizing the Administration to obtain market feedback with respect to potential redevelopment of the site. See Exhibit A (LTC 150-2018)

City staff conducted a community charrette on March 13, 2018, at the North Shore Youth Center, engaging residents to share their ideas on how the City should use and/or redevelop the Byron Carlyle site. Subsequently, City staff used the feedback generated from the charrette to guide the drafting of a Request for Letters of Interest ("RFLI"), issued on April 10, 2018. The RFLI was disseminated to 450 firms, with 59 firms downloading the document for viewing. Nevertheless, no responses to the RFLI were received. See Exhibit B (LTC 377-2018)

The purpose of the original RFLI, as articulated in the document, was to solicit any market ideas or options regarding the type of development that could be produced or developed on the Byron Carlyle site. The RFLI stipulated that the "[RFLI was] not a request for specific proposals and no offers to develop the site will be considered as a result of the [RFLI]". Further, the RFLI stipulated that once the City had an opportunity to consider the various uses that the site may support, a formal competitive solicitation may be released. The Administration believes that this may be the primary reason why no responses were received. Interested parties may have been apprehensive to share ideas at that time, knowing that the City was under no obligation to move forward and a subsequent bid would later be issued.

This item was referred to the Finance and Citywide Projects Committee by the City Commission on July 25, 2018, to consider reissuing a revised solicitation as an RFP and to solicit guidance from the Committee on the proposed redevelopment.

### **ANALYSIS:**

#### **PURPOSE**

This Request for Proposals (RFP) is issued by for prospective Proposers to submit their qualifications, approach, conceptual design, and financial and other terms for the City's consideration for a fair market rate ground lease (the "Lease") of approximately 34,250 square foot (0.79 acres) of City-owned property, consisting of the Byron Carlyle Theater located at 500 71st Street (28,000 SF) and the

adjacent surface parking lot at 6977 Carlyle Avenue (6,250 SF), as depicted in Appendix F (the “Site”). Pursuant to the Lease, it shall be the Developer’s responsibility to design, develop, construct, finance, operate, and maintain a mixed-use development with a cultural component (the “Project” or “Facility”).

## **SCOPE**

The Byron Carlyle Theater (the “Theater”) complex is located at 500 71st Street, between Byron Avenue and Carlyle Avenue. The City purchased and partially renovated the Theater in early 2000s, to spur economic development and bolster culture and arts in North Beach. Redevelopment of this location can potentially play a significant role in the revitalization of the 71st Street corridor. The property is considered an important piece of the North Beach Town Center redevelopment strategy given its location and relatively large size on 71<sup>st</sup> Street. Public an important piece of the North Beach Town Center redevelopment strategy given its location and relatively large size on 71st Street. Public ownership of the Site means that the City can ensure it continues to serve as a cultural anchor. Public input regarding redevelopment of the Theater site was solicited through the community charrette process (03-13-18) and a public procurement solicitation earlier this year (RFLI 2018-220-KB).

The City is seeking proposals involving redevelopment of the Theater property (28,000 SF) with the adjacent City-owned surface parking lot located at 6977 Carlyle Ave (6,250 SF). Through this solicitation, the City seeks to retain land ownership and execute a long-term land lease with a private developer for the development of a mixed-use building that incorporates a cultural use component. Given the increased viability and the potential for greater development when additional parcels are assembled, the City will also consider proposals aggregating other privately-owned abutting lots on the same block between Byron and Carlyle Avenues.

### Public Participation

The City shall not provide, nor should Proposers rely on, any public funding or public financing for the Project.

## **REQUIREMENTS**

- a. Scope. Work contemplated under this contract comprises development of the Site pursuant to a long-term lease agreement including design, permitting/approval, community outreach, construction administration, and construction of a multi-use development and related infrastructure, as well as the management and operation of the property.
- b. Responder/developer will design, finance, and build the project (including demolition of existing structure and construction of new improvements), and responder/developer will continue to manage the asset following initial development. The Developer will be responsible for demolishing any existing structures on the Site and the areas adjacent to the Site identified for removal or demolition, including the Byron Carlyle Theater.
- c. Cultural Component. Propose a viable, multi-use development including a minimum 10,000 sq. ft. allocation for a community/civic use (e.g., theater, recreation, cultural arts space). The Project’s cultural component must be operated continuously as a public/civic amenity.
- d. Zoning. Design standards will be dictated by the City’s Town Center Core mixed-use zoning code, including 3.5 FAR, increased height allowance, reduced parking requirements, and requirement for ground floor commercial use. Any proposed site plans must undergo the City’s land use board approval process including public hearing. Given the site’s Government Use zoning, any development standard may be waived by the City Commission.
- e. Resiliency. Project shall be designed with the objective of meeting LEED Gold certification

requirements, in accordance with Chapter 133 of the City Code. In addition, provide Proposer's approach for meeting or exceeding the Resiliency Standards set forth in Appendix E, and specify how the Resiliency Standards are incorporated in the Proposer's conceptual design.

f. Financial Returns to the City. Responsive bids will propose a significant public benefits package including public amenities/uses and significant financial returns for the City based on the leasehold. The City expects to receive a fair market rate pursuant to the ground lease.

g. Costs. The Developer shall be solely responsible for all costs and expenses associated with the development, design, construction, equipping, and installation of all furniture, fixtures, equipment and other improvements relating to the Project, its subsequent operation or use (including all ad valorem and other costs of expenses attributed to retail, commercial, or nongovernment components), and all alterations, repairs or replacements thereof.

h. Lease Approval. The approval steps for the successful proposer (independent of site design approvals) include City Commission approval to negotiate following award to the winning proposer, Planning Board approval, and then 6/7 approval of the Lease by City Commission.

i. Design Approval. Once the negotiated agreement for development and lease of the property is approved by the City Commission, the proposed Project and site design must be properly permitted, including: Design Review Board, Planning Board, and/or Board of Adjustment approvals, pursuant to Chapter 118 of the City of Miami Beach Code. In addition to required City permits from Building, Public Works, and other City departments, other local governmental approvals may be anticipated, as may be applicable to the property from time to time pursuant to the terms of the Lease.

j. Consistency with Master Plan. Certain public objectives must be realized: community goals for a North Beach vision in accordance with the North Beach Master Plan adopted 2016, first-rate design criteria, limited expenditure of public resources or financing, creation of a public amenity, and a preference for local employment at the project site during and after development. To the fullest extent possible, the design of the Project must complement its surroundings and minimize its impact on the neighborhood, as reasonably determined by City.

**k. Development and Ground Lease Agreement.**

Following the selection of the Developer, the City and Developer must execute a binding Lease that will include the minimum Project requirements and address the following topics/subjects:

- a. Term of the Agreement. Anticipated as 50-year initial lease term, with two (2) 20-year renewals, potential total of 90 years.
- b. Lease payment. Anticipated as annual base rent and percentage share of gross annual revenues, at fair market value, adjusted by CPI increases.
- c. Developer's evidence to City of the required private debt and equity financing.
- d. Mechanisms for funding Developer's equity and private debt.
- e. Coordination of scheduling of construction of the Project.
- f. The outside date by which all conditions for possession of the Site must take place; outside date for Developer's construction loan closing; target dates for construction,

including outside date for commencement of construction and completion of construction, and opening date for the Facility.

g. Identification of the facility branding and/or initial facility operator.

h. Covenant to continuously operate a cultural/civic use component and limitations on the right of the Developer to change the brand/operator without prior City approval, except to other approved brand/operators.

i. Design development and planning for the Project, including:

(1) Developer's responsibility for the planning, design, development and construction of the Facility, including the selection, engagement and payment of architects, consultants, contractors, subcontractors and others engaged in connection with planning, development and construction of the Facility.

(2) The City's role, in its proprietary capacity, in reviewing and providing input to the conceptual plans, design development plans, and final plans and specifications. The Lease will require prior City approval of any material change to the City approved plans, which will not be unreasonably withheld. Developer shall be solely responsible for obtaining all required final, non-appealable approvals in accordance with the City's Land Development Regulations.

(3) Adherence to the minimum parking requirement and maximum height restriction.

(4) Facility set-backs and landscape design consistent with the surrounding area, and consistency with the North Beach Master Plan.

(5) Developer's obligation with regard to construction, operation, and maintenance of the Project and Facility.

j. Execution of Ancillary Agreements

(1) Execution of relevant easements and licenses.

k. Other Terms, including but not limited to the following:

(1) Limitations on assignment by Developer (other than as collateral for private debt financing);

(2) Representations, warranties and covenants;

(3) Defaults and remedies;

(4) Insurance; and

(5) Indemnification and release.

l. The City's interest in the Site, if awarded pursuant to this RFP, will not at any time be subject or subordinate to (a) any mortgage or any other liens or encumbrances hereafter affecting Developer's interest in the Project. City shall at all times have a first priority right to payment of rent due to City under the Lease. The Lease shall contain commercially



reasonable terms intended to facilitate traditional financing.

m. Developer must accept the Site in its “AS IS” condition, with all faults and patent or latent defects, and with no representation or warranties by City of any kind whatsoever with respect to Site or the condition, feasibility, value or financial prospects of the Project.

n. Rights granted under the Lease shall be non-exclusive and City reserves the right to grant similar privileges and similar leases to other lessees or developers on other City owned or leased property, and to take any and all actions that City is permitted to take under federal, state, and local law.

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## MINIMUM QUALIFICATIONS

- Proposer must have developed or provided private financing (consisting of more than 50% private financing, such as private commercial loans and equity) for at least one \$20 million mixed-use project within the last 20 years.
- Proposer must identify a Design Team, with a primary design/lead architect, who must have designed at least 3 completed mixed-use projects within the last 15 years.

## SUBMITTAL REQUIREMENTS

- Scope. Work contemplated under this contract comprises development of the site pursuant to a long-term lease including design, permitting/approval, community outreach, construction administration, and construction of a multi-use development and related infrastructure, as well as the management and operation of the property.
- Cultural Component. Propose a viable, multi-use development including minimum 10,000 SF allocation for a community/civic use (e.g., theater, recreation, cultural arts space). The Project’s cultural component must be operated continuously as a public/civic amenity.
- Zoning. Design standards dictated by the City’s Town Center Core mixed-use zoning code, including 3.5 FAR, increased height allowance, reduced parking requirements, and requirement for ground floor commercial use. Any proposed site plan must undergo land use board approval process and public hearing. Given the site’s Government Use zoning, any development standard may be waived by the City Commission.
- Resiliency. Project shall be designed with the objective of meeting LEED Gold certification requirements, in accordance with Chapter 133 of the City Code. In addition, provide approach for meeting/exceeding the City’s Resiliency Standards, and specify how the Resiliency Standards are incorporated in the conceptual design.
- Financial Returns. Responsive bids will propose a substantial public benefits package including public amenities/uses and significant financial returns for the City based on the leasehold. The City expects to receive a fair market rate pursuant to the ground lease.
- Consistency with Master Plan. Certain public objectives must be realized: community goals for a North Beach vision in accordance with the North Beach Master Plan adopted 2016, first-rate design criteria, limited expenditure of public resources or financing, creation of a public amenity, and a preference for local employment at the project site during and after development.

## CRITERIA FOR EVALUATION

Proposer Qualifications	15
Design Team Qualifications	10

Financial Returns to the City	30	
Design Consistency with North Beach Master Plan	30	-
Resiliency	15	-
<b>TOTAL AVAILABLE POINTS</b>	<b>100</b>	-

## **COMMITTEE DISCUSSION ITEMS**

### **North Beach Town Center Overlay Rezoning**

The RFP does not specify certain design parameters that are presently unknown because the site lies within the North Beach Town Center overlay. The "Town Center – Central Core" rezoning process currently underway will affect the property's permitted development potential and will likely impact developer interest. Prior to adoption, the City Commission will weigh certain elements of the rezoning directly impacting the building envelope permitted at the site. Among these are increased maximum building height to better accommodate the new 3.5 FAR adopted last year, height increases corresponding to relative lot size, and modified parking requirements. First Reading is scheduled for September 12th, 2018 and Second Reading will occur no earlier than November 2018. Given the impact the regulations could have on the design, size, and subsequent income-producing capacity of the project, the timing for the issuance of the RFP prior to or after the adoption of the Town Center overlay should be considered.

### **Parking Lot P80 located at the Northeast Corner of Byron and 71<sup>st</sup> Street**

The City has been in discussions with a developer regarding this parcel. At the July 27, 2018 Finance and Citywide Projects Commission meeting the City Manager recommended not proceeding with the project as then proposed. The Committee directed the Administration to solicit a "best and final proposal" from the developer. This proposal is still pending from the developer. If the City does not move forward with this developer, the Committee may consider including this parcel as part of the Byron Carlyle RFP.

### **Cultural Component**

The 10,000 sf cultural component of the proposed RFP, consistent with the size of the current O Cinema space, was based on the community desire to maintain a theatre/cultural space. However, the financial impact may impact the financial feasibility of the project. Based on \$400 per sf, inclusive of soft cost, the financial impact to the project is estimated at \$4,000,000 and 10% of the project cost.

## **CONCLUSION:**

The Administration seeks direction from the Committee regarding scheduling the issuance of the RFP, with specific direction regarding the previously identified discussion items.

## **ATTACHMENTS:**

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

# MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. LTC #

**150-2018**

## LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: March 20, 2018

SUBJECT: **Byron Carlyle Charrette Update**

The purpose of this Letter to Commission is to provide you with an update on the community charrette regarding the Byron Carlyle Theater that occurred on Tuesday, March 13, 2018. The Department of Tourism, Culture, and Economic Development hosted a North Beach charrette to engage residents around the future use of the Byron Carlyle Theater. The North Beach Master Plan identified the Byron Carlyle as a catalytic site for mixed-use redevelopment highlighting this site as a key component in creating the Town Center vision.

The community presentation included a brief background and history to the North Beach Master Plan and subsequent actions that have since occurred, as directed by the City Commission. Participants were invited to use sticky notes to share their individual ideas as to what the future use of the Byron Carlyle site could be. Staff presented five central themes to engage around, as outlined in the Master Plan recommendations: 21<sup>st</sup> Century Library, Economic Incubator, Civic/Education, Cultural Arts, and "What Else.. For the discussion around the creation of a 21<sup>st</sup> Century Library, the potential sites included the Byron Carlyle Theater or utilizing the 72<sup>nd</sup> municipal parking lot.

Please find attached an aggregated list of the ideas put forth from the charrette. As directed by Commission, staff will create an RFLI based upon the Master Plan recommendations and the community feedback to solicit development ideas from the private market.

  
JLM/KGE/ES/mlh

C: Kathie Brooks, Assistant City Manager  
Eva Silverstein, Director, Tourism, Culture and Economic Development

## Byron Carlyle Theater Community Meeting

March 13, 2018

*This list is reflective of the individual ideas put forth by the participants*

### 21<sup>st</sup> Century Library

- Great idea to relocate library and upgrade in this space. Should be ground floor to invite pedestrians.
- Library – multi use room – similar to the 23<sup>rd</sup> Street library with workshops
- Internet access for student and low-income residents.
- Free and wide reaching WiFi
- Expand library on existing library space!
- Improve the existing library – Amen!
- Update the new library
- Move library – add world class media center
- New library shared with current art cinema

### Economic Incubator

- Community Center
- Combine a cinema (O Cinema) with other small business sharing the space café
- CoWorking space to help attract and get businesses started. Can be temp. Like North Beach Yard to help build Town Center
- Shared work space
- Collaborative work space with services like marketing, finance, etc that can be shared for startups
- Music and film performance/collaboration space with residency program connected to the Bandshell programming
- Coworking space
- Workforce Housing
- Permitting center for resident + business
- Something like MADE at the Citadel. With a market/meeting place along with coworking space focused on creative industries
- Facebook is locating for new spaces
- Tech hub/incubator with a focus on marine/ecology (North Shore Open Space Park)

## Civic/Education

- Crossover w/ Arts + Culture – a university should house a gallery space (think Wolfsonian)
- Tech college
- Keep O Cinema
- Offer family packs to promote cultural events
- Team up with Miami-Dade college; students will move to NOBE
- Community events
- If satellite campus, should be locally focused, not to attract more commuter traffic
- Film satellite campus of university with expert residences curated by local anchor (eg. O Cinema/ Barry Jenkins [Moonlight] org.)
- City Hall annex
- Adult Learning Center
- MDPL Annex Welcome Center for MiMO historic MDPLIS Center for resiliency + sustainability
- Adult community center
- Open cultural venue and community meeting space
- Coding academy for kids, mid + 2<sup>nd</sup> career folks
- College campus
- Art studies for North Beach Artists
- ESL programs
- Use O Cinema theater space during daytime hours when there are no movies playing for masterclasses and outreach education for public to attend
- Movie theatre
- Instead of over zoned condos, do micro units for students + young entrepreneurs
- Artist Housing

## Cultural Arts

- Expand number of movie screens O Cinema oversees, add a café/restaurant for more “hang out” space
- Cinema for classic movies. Films should be played on reels. No digital!
- Artist colony

- Keep Cinema + add other spaces
- O Cinema home for an independent cinema + other art partners
- Space can be shared, but would like to continue to see O Cinema at the Byron Carlyle and make sure they are still able to provide independent films to the community
- Renovate as fully operational performing arts facility – Rhythm Foundation
- Retro style movie theatre city current + small stage for rentals + black box theatre
- Community center with all kinds of art programs + enrichment programs
- Stand up comedy
- Re-open rental theatre space for dance, music + theatre – or rhythm foundation; possibly managed by Miami New Drama or University of Miami
- Live theater + community activities all ages!
- Performing Center (black box style)
- Mixed use arts complex
- We would like to continue seeing a cinema at the Byron Carlyle as a shared space with other art and culture organizations (museum, performance theatre, dance school, shop selling local art)
- Art center for South American Art influence in MIA (eg. Argentina, Brazil)
- Concerts by New World Symphony; Ballet; All film festivals; Continue “O”
- Music + live performance
- FIU/Dade college theatre; mixed use with gallery space
- Keep O Cinema
- Expanded film center. Anchor of O Cinema Space for other film collectives and a cultural hub for Caribbean film
- Keep as a cultural institution but find the formula to make it accessible to moderate income families w/ children; theater + performances, doesn’t have to be expensive!
- Independent cinema space; theatre/performing arts space; the theater space should be available for rent to local theatre groups
- Combination of a new library and a small independent movie theatre; live theatre for plays & musicals
- Karaoke
- Sacred space model
- Pop up space/work space for artist studios (film, art, music)
- Offer to Biscayne Elementary (no auditorium)
- Low cost movies & theater



What else?
------------

- Micro apartments workforce housing
- Trader Joe's
- Workforce housing (with all the luxury condos around – What spaces are left for the teachers, the nurses, etc. in Miami Beach)
- High End Boutique food hall – i.e. small version of Wynwood staples Coyo Taco, Panther Coffee, Butcher Shop, Sushi. Think Chelsea Market
- Ground floor retail for startup businesses
- Extend town center N/ 71<sup>st</sup> Collins to 75<sup>st</sup>.
- Courtyard, garden, community gathering space, mix-use property; 1<sup>st</sup> level library & movie theatre; Above-smaller size apartments
- Ice cream shop
- Theatre – live & video; educational –university; keep the façade
- No over develop; homogenize, Starbucks, GAP, etc...
- Workforce + tech housing
- TJ Max; Marshalls
- Co-op Community Focus; slow food > mkt
- Please do not design to look like any “mall” homogenized w/out character of locals (i.e. we've been w/out Starbucks)
- Root rec/sports center
- Sacred space model
- Community meeting space
- Social Justice Incubator/Collective Space
  - o 1) Home for community organizing affordable
  - o 2) Exhibit demonstrating history of organizers in the city
  - o 3) Film space to have community films + Q+A. curated by O Cinema
- No offices; this should anchor the neighborhood town center; there are enough restaurants in the neighborhood already
- Whole Foods; Trader Joes

*City Note: A policy decision will ultimately need to be made, regarding several proposed uses (library, civic site, economic incubator), whether they should be developed on the Byron Carlyle site or the 72<sup>nd</sup> Street site. The North Beach Master Plan (Plan Nobe) recommended that the City better utilize public land and that these sites provide civic and public benefit to the community.*

# MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. LTC #

377-2018

## LETTER TO COMMISSION

TO: Mayor Dan Gelber and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 6, 2018

SUBJECT: **Byron Carlyle Update**

The purpose of this Letter to Commission is to provide you with an update on the status of the Request for Information (RFI) 2018-220-KB seeking potential options for the redevelopment of the Byron Carlyle Theater site.

At the January 17, 2018 City Commission meeting, the Commission approved a Resolution authorizing City Administration to conduct a community charrette to obtain public input regarding the future use or development of the Byron Carlyle along with authorizing the Administration to issue an to obtain market feedback with respect to the potential redevelopment of the site.

City Staff conducted a community charrette on March 13, 2018 at the North Shore Youth Center to engage residents around their ideas for how to redevelop the Byron Carlyle site. LTC# 150-2018 was issued on March 20, 2018 summarizing the feedback obtained at this meeting. City Staff used the feedback generated from the charrette to guide the drafting of the RFI, which was transmitted to the City Commission on April 10, 2018 via LTC# 182-2018. The RFI was issued on April 10, 2018, with responses due on or before May 17, 2018. The RFI was sent to 450 firms, with 59 firms downloading the document. However, no responses to the RFI were received.

The purpose of the RFI, as articulated in the document, was to consider any ideas or options that the development market could providing for what type of development could be developed on the site. It is important to note that the RFI stipulated that the "RFI is not a request for specific proposals and no offers to develop the site will be considered as a result of the RFI." Further, the RFI stipulated that once the City has had an opportunity to consider the various uses that the site may support, a formal competitive solicitation may be released. The Administration believes that this stipulation may be the reason why no responses were received as the development market may be apprehensive to share ideas at this time knowing that a subsequent solicitation for the same site could be issued by the City.

At this time, Staff recommends taking this item back to the Finance and Citywide Projects Committee to discuss revising the RFI language and stipulations to help increase submissions from the private market.

JLM/KGB/ES/mlh

C: Kathie Brooks, Assistant City Manager  
Eva Silverstein, Director, Tourism, Culture and Economic Development





# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Finance and Citywide Projects Committee Members

FROM: Jimmy L. Morales, City Manager

DATE: September 14, 2018

SUBJECT: **DISCUSS ENGAGING IN A PILOT WITH CAMINO PERMITTING SOFTWARE**

---

**ANALYSIS:**

Discussion at Committee.

**ATTACHMENTS:**

**Description**

☐ Commission Referral C4 N

**Type**

Memo

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Commissioner Ricky Arriola  
DATE: September 12, 2018

SUBJECT: REFERRAL TO THE SEPTEMBER 14, 2018 FINANCE AND CITYWIDE PROJECTS COMMITTEE TO DISCUSS ENGAGING IN A PILOT WITH CAMINO PERMITTING SOFTWARE.

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### **ANALYSIS**

Please place this item on the September 12, 2018 City Commission agenda.

Camino is a Silicon Valley-based technology company partnering with cities to rethink the permitting and development process. Camino aims to streamline economic development and helps cities accomplish their most important goals: attracting new businesses, building safe, affordable housing, and promoting vibrant communities.

Camino's Permit Guide is a web-based solution that helps home and business owners cut through the complexity of acquiring a building permit. The Permit Guide serves as a virtual 'pre-meeting' that every applicant can complete before ever contacting the city.

After first answering a series of questions about their project, applicants will automatically receive a customized guide containing their timeline, fees, and process to get their project done. Permit Guide has the ability to integrate with existing GIS systems to let the applicant know whether their project is affected by special factors like flood zones and zoning overlays. By making every applicant an expert, Permit Guide reduces errors, frees valuable staff resources, and flags any potential issues up front to ensure a faster process.

Camino has offered the City of Miami Beach a 6-month trial of this product at no cost. I ask the Finance and Citywide Projects Committee discuss piloting this software.

### **Legislative Tracking**

Commissioner Ricky Arriola

### **ATTACHMENTS:**

#### **Description**

- ▢ Camino - Information

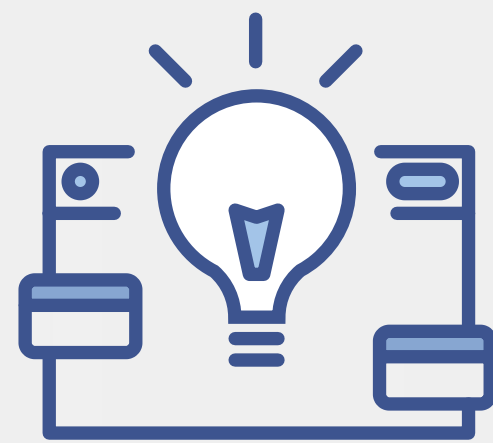




Camino is the next-generation platform that powers the permit process through intelligent, collaborative software.



# Our Core Pillars



Intelligent Software



Constituent-Driven  
Design

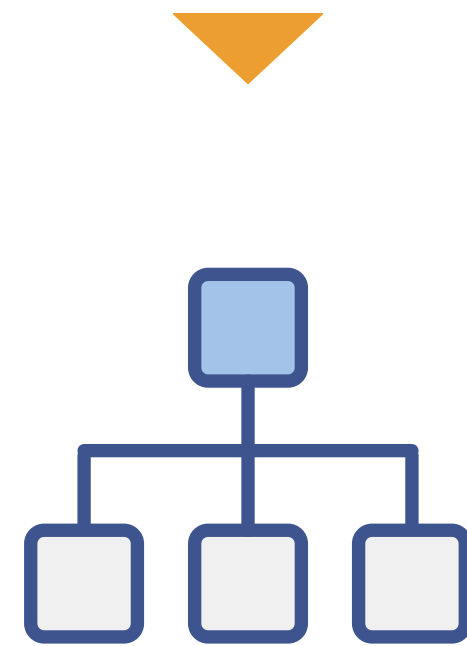


Mobile-First

## Why Camino, why now?

- ① Regulations have introduced more complexity to development - green energy codes, ADUs, marijuana
- ② Permit volume is growing, government budgets (and staff sizes) are not.
- ③ Millennials are buying homes and opening businesses - they expect government services to be digital
- ④ Existing permit systems treat the constituent experience as an afterthought.

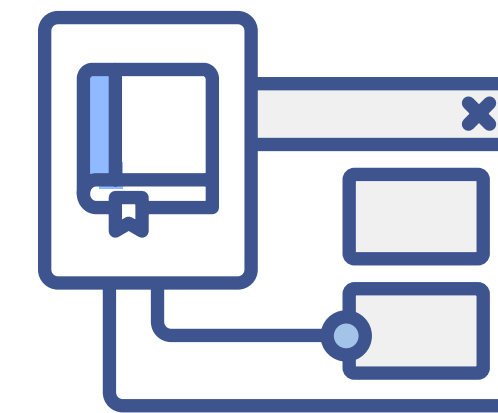
# Camino Solutions



## Permit Guide

The easiest way to learn the process, requirements, and cost to get a permit.

AVAILABLE TODAY



## Permit Manager

A single place to manage your entire permit process.

AVAILABLE LATE SUMMER '18

Permit staff spend hours per week answering the same questions over and over.

Mistakes are costly - they lead to delays, wasted work, and a negative experience.

What we hear from agencies

Customers have no clue about how the permit process works.

Consistency is hard - ask three permit techs the same question, you may get three different answers.

# Figuring out how to get a permit is hard



Information is spread across dozens of PDFs on a website, or sometimes is only in the heads of staff experts.



The requirements for getting a permit can vary significantly due to geographic location and project details.



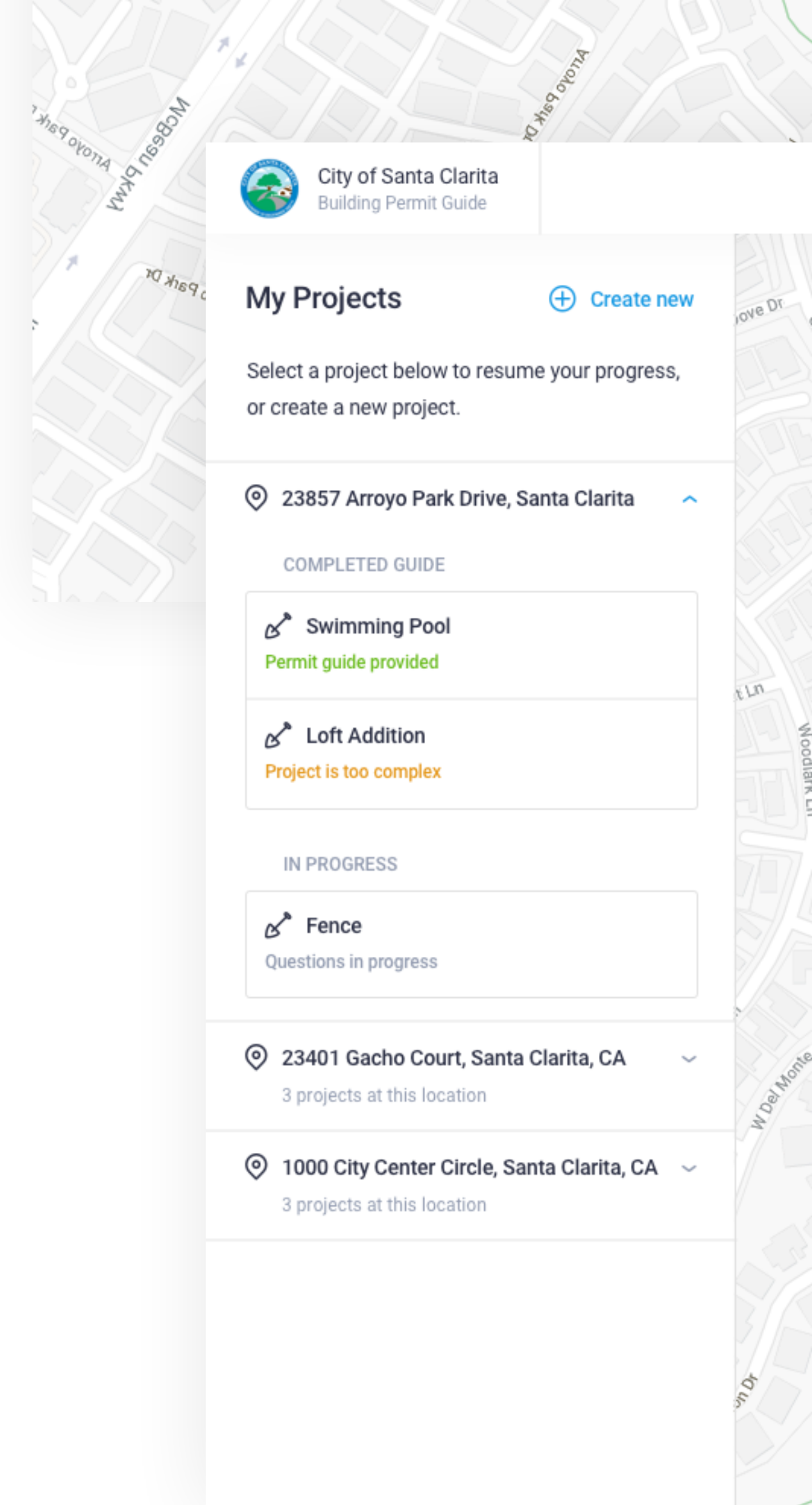
As a home or business owner I likely can't figure it out myself - I need to visit city hall and meet with a permit tech or hire someone to help me.

# Camino's Permit Guide

We've built a system that makes it easy to **map out your entire permit process** and organize all your handouts and resources into a central repository.

Customers will be able to **access an online guide that walks them through all the important questions and issues** that might impact their project. It can also be made available through a tablet at your permit counter.

A **custom guide is generated** that lists every permit, form, inspection, and outside agency clearance that will be required to complete a project - along with detailed instructions for each step along the way.





 Is your pool above ground and pre-fabricated?


 I'm not sure how to answer this.




 2 What is the volume of your pool?

 I'm not sure how to answer this.

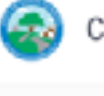
Enter your answer here

 This question is unavailable. You will not be completing any questions in this section.





 These questions are unavailable. You will not be completing any questions in this section.

Will you be completing drainage work for this project?




City of Santa Clarita Building Permit Guide

 25811 Riverchase Drive

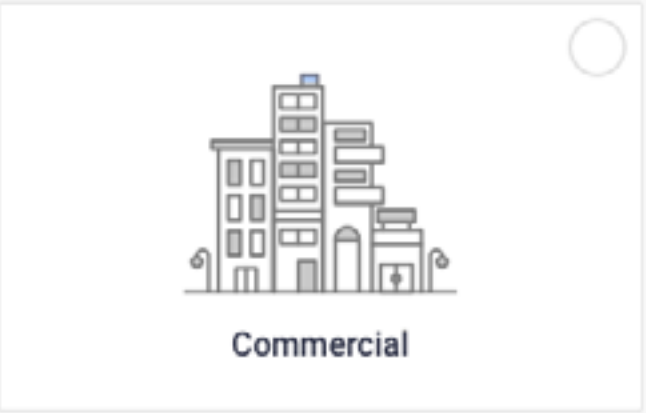
 Project

You have not yet selected a project for this location.



What kind of project are you doing?

 I'm not sure how to answer this



Submit →

# Simple to create and deploy

Everything we build is self-service - we understand how frustrating it can be when you need to call a vendor to make changes.

Partner agencies have been up and running with less than 100 hours of total work and zero IT involvement.

Save significant time by cloning an existing agency's data and building from there.



## Additional Features



Automatically checks against GIS zones and other geographic features (flood zones, fire zones etc.)



Reports and analytics - understand where development is happening.



Fee and timeline calculation.



Track every submission and see exactly what your customers are seeing - useful if they come in with questions.

# Camino Permit Manager

Our Permit Guide is evolving into a new front-end experience for your permit system.

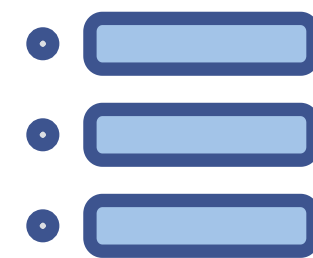
Your customers will experience a new, modern, and entirely digital process.

For internal staff, everything else stays the same.

# Benefits



Improve consistency across departments and ensure new and existing staffers are speaking the same language.



Demystify the permitting process with an intuitive online guide that's simple enough for the average citizen yet robust enough for professional developers.



Give residents 24/7 access to an online resource that will answer questions about the permit process. No need to visit city hall.



Reduce mistakes and delays by ensuring each applicant has a comprehensive, personalized checklist to follow from day one.

“Camino has completely revolutionized the way our city provides permit services to customers. Their Permit Guide has enabled us to provide a higher level of customer service with less staff time. Feedback from our customers and staff has been overwhelmingly positive.

—— John Caprarelli (City Building Official, City of Santa Clarita, CA)